

DHOFAR UNIVERSITY

INTELLECTUAL PROPERTY POLICY

General Statement

The primary objectives of Dhofar University [the “University”] are teaching, research, the expansion and dissemination of knowledge, and the application of that knowledge to advance the common good. In its mission statement, DU strives to achieve excellence in teaching and research, in an environment conducive to creativity and innovation. It is in the context of advancing the common good that the University supports and encourages efforts directed toward bringing the results of University research and other works in diverse fields of knowledge to public use and benefit, and encouraging such creations’ commercial development and applications, subject always to protecting the University’s rights.

Intellectual property includes ownership and associated rights relating to inventions, discoveries, patents, copyrights, copyrightable works (including software, architectural or artistic designs, and musical or dramatic works), mask works, trademarks, trade secrets, and numerous other forms of intellectual creations [the “creation(s)”], and ownership such as incubators and spin- off companies in the future.

All the University’s academic staff, non-academic staff, and students (“University members”) engaged in service to the University will be required to execute an agreement (substantially in the form of the Inventions and Proprietary Agreement as shown in the appendix) acknowledging and implementing this policy. This agreement will remain in force regardless of whether or not the university member leaves the University.

The purpose of this policy is to:

1. Promote, preserve, and encourage research, inventions, discoveries, and intellectual works created in the course of the University's research and scholar activities.
2. Encourage, assist, and provide rewards to members of the University community for their creations and initiatives.
3. Establish standards for determining the rights and obligations of the University and creators of intellectual property (e.g., inventors, developers, designers, authors) within the University;
4. Support further research and development by securing for the University a share in the proceeds of such intellectual property.
5. Control illegal use of materials that were copyrighted by other partners.

Ownership of Intellectual Property

1. General Statement of Ownership

The University claims ownership of all rights resulting from any creation that:

- a. Was carried out having all or part of its costs paid from university funds or funds administered by the University; or
- b. Is a direct result of work performed at the University or elsewhere while under contract with the University (including any contract signed pursuant to this policy), or as a direct result of the university members duties with the University; or
- c. Results in whole or in part from the utilization of significant University resources, human or otherwise, and/or facilities including significant use of non-faculty university personnel or assistance (ordinary, personal use of desktop computers, university library, and limited secretarial or administrative resources are considered as non-significant use); or
- d. Is specifically commissioned by the University or as a "work made for hire", is created pursuant to written agreement with the University, providing for the transfer of any creation or ownership to the University, developed under the direction of the University or any of the university staff; or
- e. Is developed in the course of, or pursuant to, a sponsored research or similar agreement, including a government grant (subject to the terms of such agreements).

2. Exceptions to the General Statement of Ownership

Notwithstanding the conditions described in Sections 1(a)-(e) above, and with due regard to the customary relationship between universities and authors of traditional scholarly works, such as textbooks, articles, lecture notes, courses, and works of art, the University acknowledges that such works are generally the product of the individual effort and initiative of the creator. Therefore, the University will not exercise a claim of ownership over the foregoing, except where such works were created as part of an institutional initiative, or specifically commissioned or requested by the University. However, when the creator leaves the employment of the University, the University may negotiate with the creator, on a case-by-case basis, a non-exclusive, royalty-free license to use such works and make derivative works for a reasonable time (no more than one year) if necessary (subject to any pre-existing rights of third parties) to assure continuity of educational services.

For purposes of clarity, where courses and course materials in electronic form (such as CD-ROM, software, or distance-learning formats) are the product of the joint efforts of the University and the creator, the result of significant use of University resources, or otherwise meet the conditions described in Sections 1(a)-(e) above, the University will consider the material a work made for hire and assert ownership thereto. Any royalties from the

exploitation of such work will be divided in accordance with the formula described at the end of this policy.

Creations that result from activities of faculty members and non-academic staff while not engaged in the scope of their employment with the University, such as consulting work in the service or at the direction of a firm or an institution other than the University, require different treatment. It is the policy of the University with respect to creations resulting solely from such activity to claim no share in the proceeds of their exploitation and to assert no control over their exploitation. It is the university members' responsibility to ensure that the terms of their consulting agreements do not conflict with this policy and other policies of the University.

The University will have no right to any creation developed and registered by any university member, created before coming to the University.

Trademarks

The University will wholly own trademarks and service marks relating to goods and services developed at the University.

Reporting and Disclosure

The University Research Board (URB) at DU will be responsible for implementing and overseeing this policy. In order to ensure that a proper determination of ownership is made, and in order to comply with governmental and contractual reporting obligations, inventors and creators of creations, or potential creations, whether faculty members, non-academic employees, or students, must promptly disclose a creation during the course of sponsored research (including research funded by a government), or with the use of significant funds or facilities administered by the University to the director of the URB by signing invention disclosure forms which may be obtained from URB. University members may be required to sign disclosure forms in other circumstances, on a case-by-case basis, and may also be requested to sign an authenticity warranty and a keep harmless undertaking.

Principal investigators, project supervisors, department heads, and laboratory directors are responsible for informing all research personnel, whether faculty, non-academic employees, or students, of their obligations under this policy, including their obligation to promptly report creations.

In addition, all applications for sponsored research should indicate the possibility of copyrightable, patentable, or commercial outcomes of the project. It is the University's policy to make arrangements in advance of the development of a creation to settle any potential future controversy regarding ownership. Therefore, compliance with this disclosure policy is extremely important.

An inventor or creator may object to the exploitation of creations he or she has developed. The URB, in consultation with the inventor or creator, will evaluate the project. The University, at its sole discretion, may renounce ownership of the creation in certain circumstances, including where disclosure would serve the public interest.

Failure to make adequate disclosures within the terms set forth above will be considered as a serious matter, even if such failure is the result of inadvertence. The University will take appropriate disciplinary action up to and including, but not limited to, withdrawal of funds or resources.

Release of Rights

Where requested to do so by the inventor or the creator, the University may, at its sole discretion, release its rights in a creation to the inventor or creator, subject to any pre-existing rights or third parties. The University will only release its rights where there is good cause. Such release may be subject to the University's retention of a perpetual, royalty-free license to use the work for its own purposes.

Allocation of Returns from Creations

The University will first deduct 15 percent from the gross returns it receives from any exploitation of a creation to cover administrative overhead and then any direct expenses that have been incurred, such as patent filing fees. The remaining income will then be divided equally between the creator(s), and the creator's department to enhance its research environment.

Administration of University Intellectual Property and Dispute Resolution

This policy will be interpreted and administered by the URB that will also establish procedures for such administration and will review, devise, and revise relevant agreements to be signed by the university members and the creator(s)/inventor(s).

The URB will have the responsibility for resolving disputes concerning the interpretation and application of this policy and recommending changes therein, from time to time, as experience suggests the need for such changes.

Inventors or creators may submit appeals to the Vice Chancellor regarding any of the URB's decisions within 30 days of issuance. In such event, the Vice Chancellor will appoint an ad-hoc committee to review the decision and submit to him/her recommendations for his/her final decision.

Non-Infringement of Copyright

Copyright law governs books, photographs, music, video, sculpture, software, multimedia, and databases. There is a provision in the copyright law, however, that allows for limited copying of

copyrighted works without the permission of the owner for some teaching and research purposes (this is the doctrine of "fair use"). Faculty are encouraged to consult third party sources such as the Council on Library and Information Resources. See specifically <http://www.clir.org/pubs/reports/oakley/scheme-g.html>.

**APPENDIX
DHO FAR UNIVERSITY**

INVENTIONS AND PROPRIETARY INFORMATION AGREEMENT

Name (please print or type) _____

Status _____

In consideration of:

1. My present or future employment at Dhofar University (DU);
2. My participation in research at DU;
3. Opportunities made or to be made available to me to make use of DU funds or facilities;
4. Opportunities to share in royalties and other inventor's/author's rights outlined in the "Intellectual Property Policy" applicable on the date of this agreement dated _____ (the "policy"),

I agree:

1. To report and disclose promptly, and I hereby assign to DU, all right, title, and interest to all inventions, discoveries, copyrights, copyrightable works, (including software, architectural or artistic designs, musical or dramatic works), mask works, trademarks, and trade secrets conceived, invented, authored, or reduced to practice by me, either solely, or jointly with others, which:
 - a. Were carried out having all or part of the costs paid from university funds or funds administered by the University; or
 - b. Result in whole or in part from the utilization of significant university resources, human or otherwise, and/or facilities; or
 - c. Are specifically commissioned by the University as a "work made for hire", are created pursuant to written agreement with the University, providing for the transfer of any creation or ownership to the University, or are or developed at the direction of the University; or
 - d. Are developed in the course of, or pursuant to, a sponsored research or similar agreement, including a government grant.
2. To execute all necessary papers and otherwise provide proper assistance, at DU 's expense, during and subsequent to my affiliation with DU, to enable DU or its nominees to obtain,

maintain, or enforce on behalf of itself or its nominees, patents, copyrights, or other legal protection for such creations; and

3. To prepare and maintain for DU adequate and current written records of all such creations; and
4. To deliver promptly to DU when I leave DU, for whatever reason, and at any other time as DU may request, copies of all written records referred to in paragraph 3 above, as well as all related memoranda, notes, records, schedules, plans, or other documents, made by, compiled by, delivered to, or manufactured, used, developed, or investigated by DU or me, which will, at all times, be the property of DU; and
5. Not to disclose to DU or use in my work at DU (unless otherwise agreed in writing with DU) any proprietary information of any of my prior employers or of any third party. Such proprietary information includes, without limitation, any trade secrets or confidential information with respect to the business work or investigations of such prior employers or other third party.
6. This agreement and any dispute relating to it will be governed by the laws of the Sultanate of Oman.
7. This agreement replaces all previous agreements relating in whole or in part to the same or similar matters that I may have entered into with DU. It may not be modified or terminated, in whole or in part, except in writing, signed by an authorized representative of DU. Discharge of my undertakings in this agreement will be an obligation of my executors, administrators, or other legal representatives or assignees.
8. I represent that, except as identified on the reverse side hereof, I have no agreements with, or obligations to, others in conflict with the foregoing.

Signature (to include first name in full)

Witness

Date _____

Place _____