



**DAWOOD UNIVERSITY OF ENGINEERING AND TECHNOLOGY**  
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No.DUET/Reg/Synd/IPR Policy-ORIC/2024-512  
18<sup>th</sup> November 2024

**NOTIFICATION**

In pursuance of the Resolution No.19.12(i) of 19<sup>th</sup> Meeting of Syndicate of Dawood University of Engineering and Technology, Karachi held on 9<sup>th</sup> November 2024, 'Intellectual Property Rights Policy (IPR Policy)' is hereby notified for implementation.

2. This issues with the approval of the Competent Authority.

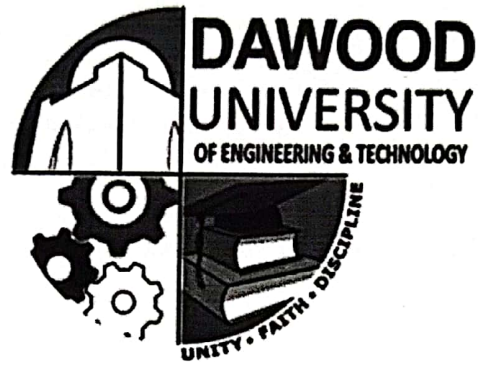
  
**Prof. Dr. Syed Asif Ali Shah**  
Registrar

**Encl.**  
**'Intellectual Property Rights Policy (IPR Policy)'**

**Copy to:**

- All Concerned.
- Office record file.

# INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY



**DAWOOD UNIVERSITY OF ENGINEERING & TECHNOLOGY**

## **Preamble**

In today's rapidly evolving landscape of technological innovation and academic research, Dawood University of Engineering & Technology (DUET) stands committed to fostering an environment that encourages invention, creativity, and the pursuit of knowledge. This Intellectual Property Rights (IPR) Policy serves as a foundational framework for managing and protecting the intellectual contributions of DUET's community, comprising its faculty, staff, and students.

The policy aims to recognize and safeguard the rights of individuals in their intellectual endeavors while balancing the university's commitment to the public good. By setting clear guidelines for the ownership, management, and commercialization of intellectual property (IP), this policy endeavors to promote research, support creative and technological advancements, and contribute to economic growth. It also ensures that DUET's resources are effectively utilized and that the university receives appropriate acknowledgment and value in commercial developments arising from its intellectual assets.

DUET's IPR Policy upholds the values of academic integrity, innovation, and collaboration by outlining roles, responsibilities, and procedures that protect both the university's interests and the creators' rights. It seeks to provide a clear pathway for inventors to translate their ideas from concept to real-world application, benefiting society at large. Through this policy, DUET aims to foster a culture of shared success, where intellectual property generated within the university contributes to its legacy of excellence and impact.

## **Purpose**

This policy is designed to establish procedures for the development, ownership, management, and use of intellectual property of DUET.

## **Objectives**

- I. To establish a clear and sound framework for the encouragement of invention, innovation, creative work, and technological development.
- II. To protect the traditional rights of individuals with respect to the products of their intellectual endeavors.
- III. To set out a framework for protecting the creative efforts of the university and its employees and the economic and other investments made by the university.
- IV. To protect the interests of the university, including ensuring that the use of the university name and insignias is accurate and appropriate, and ensuring that the university receives appropriate value in the commercial development of its intellectual property.

## **1. DEFINITIONS:**

- 1.1 **Intellectual Property:** means and includes rights existing from time to time in any applicable jurisdiction, including common law, beneficial and equitable, and registered rights, to Confidential Information, Inventions, Works, Designs, Trademarks, Trade Names, technologies, plant breeders rights, and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, including any pending applications, rights to file applications and rights to priority for any of the aforementioned.
- 1.2 **University:** means Dawood University of Engineering and Technology, including all its campuses.
- 1.3 **University Personnel:** includes all full-time, part-time, and contractual employees (working in any capacity whatsoever) of the University, and any non-employees who receive University Support, including



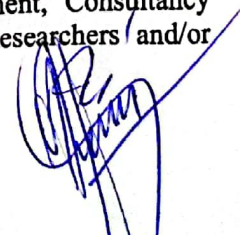
visiting faculty in respect of their work at the University.

- 1.4 **Students:** include all undergraduate and postgraduate students at the University and visiting students.
- 1.5 **Outsiders:** non-DUET employees and non-DUET students.
- 1.6 **Employees:** All salaried staff.
- 1.7 **University Support:** means and includes any form of funds, facilities, or resources, including equipment, consumables, and human resources provided by the University either in a direct or indirect way, including but not limited to Incidental Support, Non-Incidental University Support 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.
- 1.8 **Incidental University Support:** means and includes non-monetary support such as a library, internet, incubation facilities mentorship, and meeting spaces.
- 1.9 **Non- Incidental University Support:** means all other support outside of Incidental University Support.
- 1.10 **Work(s):** means and includes any and all rights of copyright to original works of authorship to expressions in tangible form, in any material form, for literary, artistic, dramatic or musical works (including computer programs), performer's performances, sound recordings and communication signals, database rights, rights to data and compilations of data, moral rights and related rights to integrity of works, derivative works, including without limitation, printed material, procedure manuals, computer software or databases including pedagogical software, audio and visual material, circuit diagrams, architectural and engineering drawings, musical or dramatic compositions, choreographic works, pictorial or graphic works and material related to teaching, including but not limited to lectures, course outlines, programme proposals and descriptions, case studies, and other learning materials including textbooks.
- 1.11 **Invention(s):** means and includes any discovery, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any improvements thereof.
- 1.12 **Inventor/Creator/Author:** means a member of University Personnel or Student who creates, conceives, expresses in tangible form, or reduces to practice, a Work, Invention, or Design.
- 1.13 **Patent:** means an exclusive right granted by the Government allowing the applicant to exclude all others from making, using, or selling his/her invention within a particular territorial limit for a limited number of years.
- 1.14 **Trademark or a Service mark:** means any sign, or any combination of signs, capable of distinguishing the goods or services of one undertaking from those of other undertakings, including non-traditional marks such as smell, sound, taste, moving images, holograms, and gestures, and includes Trade Names.
- 1.15 **Trade Name:** means the name under which any business is carried on, whether or not it is the name of a corporation, a partnership, or an individual.
- 1.16 **Design or Industrial Design:** means visual features or appearance of shape, configuration, pattern, or ornament, resulting from the features of, in particular the lines, contours, colours, shape, texture and/or materials of the article itself and/or its ornamentations, or any combination of these features applied to a finished article.
- 1.17 **Confidential Information:** means and includes all information, including data, whether oral or written, in whatever form or medium, including financial, commercial, scientific or technical information disclosed by one party to the other party including, without limitation: (i) trade secrets; (ii) proprietary products or



services, related technology, ideas and algorithms; (iii) either party's technical, business or financial information and plans; (iv) any item marked as confidential by the disclosing party; and (v) Intellectual Property Rights; and (vi) any third party information provided to the disclosing party under an obligation of confidence, that is disclosed or made accessible to the recipient of such information. Confidential Information will not include information that the receiving party can show (a) is or becomes generally known or publicly available through no fault of the receiving party; (b) is known by or in the possession of the receiving party prior to its disclosure, as evidenced by business records, and is not subject to restriction; or (c) is lawfully obtained from a third party who has the right to make such disclosure.

- 1.18 **Copyright:** means a legal right of the author(s)/creator(s)/owner(s) of copyright to exclusive publication, production, sale, and distribution of their work both domestically and internationally regardless of how it is published. Copyright protects the "expression" of an idea, not the idea itself.
- 1.19 **Computer programme/software:** means computer programs, databases, and program objects of any kind (including source code and object code), updates, upgrades, program set-up and customization parameters, tools, and data and the tangible media on which any of the foregoing are recorded, together with all files required for proper operation thereof and all associated tools, utilities, programs, and files.
- 1.20 **Contract:** means a legally binding agreement comprising terms between two or more parties in which an exchange of value occurs, and which legally creates rights and obligations for each party to the terms of that exchange. Those signing such an agreement must be authorized to bind the entity that they represent.
- 1.21 **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 biological materials, cell lines, data sets, engineering drawings, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams, equipment.
- 1.22 **Net Income:** income remaining after deducting all costs incurred for obtaining, protecting, marketing, and licensing the Intellectual Property by the University.
- 1.23 **Scholarly Work:** means a copyrightable work created by any University Personnel as evidence of academic advancement or academic accomplishment including, but not limited to, scholarly publications, journal articles, and research-based bulletins, monographs, books, plays, poems, musical compositions and other works of artistic imagination (excluding case-studies and other learning materials intended primarily for instructional uses and to be distributed commercially).
- 1.24 **Government:** means any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any division, agent, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing.
- 1.25 **Commercialization:** means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the University, and commercialization via a spin-off enterprise.
- 1.26 **Researcher:** means: i) persons employed by the University (whether full-time, part-time or on contract and in any capacity whatsoever), including student employees and technical staff ii) students, including graduate and postgraduate students of the University iii) any persons, including visiting scientists who use the University resources and who perform any research task at the University or otherwise participate in any research project administered by the University, including those funded by external sponsors.
- 1.27 **Research Agreement:** includes an agreement, including Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or



Intellectual Property created at the University. All such agreements shall include, inter alia, provisions with respect to the following, as applicable: Intellectual Property and associated rights already existing at the University prior to entering into the agreement; Treatment of Intellectual Property and associated intellectual property rights arising from research activities set out in the agreement, after entering into it; Confidentiality requirements; Terms of public disclosure; and such other relevant provisions as may be necessary

- 1.28 **Spin-off:** means a company or entity established for the purpose of exploiting Intellectual Property originating from the University.

## 2. APPLICATION

- 2.1 **Application to Intellectual Property:** This Policy is applicable to all Intellectual Property developed or created in the course of work or study at the University with University Support. This Policy extends to all University Personnel and Students and applies to all programmes, including all campuses of the University.
- 2.2 **Application to Researchers:** This Policy shall apply to all Researchers who have established a legal relationship with the University based on which the Researcher is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement. It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a written agreement (hereinafter referred to as Research Agreement).
- 2.3 **Exception:** The present Policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with the University before the effective date of the Policy.
- 2.4 **Due Diligence:** Persons acting for, and on behalf of, the University shall exercise all due diligence when negotiating agreements and signing contracts that may affect the University's Intellectual Property.
- 2.5 **Survival:** Rights and obligations under this Policy shall survive any expiration, termination of enrollment, or employment at the University.

## 3. OWNERSHIP, CREATION, DEVELOPMENT AND PROTECTION OF INTELLECTUAL PROPERTY

- 3.1 **Ownership arising from University Support:** The University and the Inventor equally own all rights, title, and interest in and to Intellectual Property developed as a result of University Support. If an employee of the University creates Intellectual Property outside the normal course of his or her duties of employment, with the use of University Support, he or she will be deemed to have agreed to equally share the Intellectual Property to such created Intellectual Property with the University as consideration for the use of University Support.
- 3.2 **Ownership for Sponsored Research:** Ownership of Intellectual Property emerging from all sponsored research will be negotiated separately taking this Policy and the interests of the University into account.
- 3.3 **IP ownership and degree of University Support**
- (a) In case student IP is developed through Incidental University Support, the student(s) may claim full ownership over IP with a prior written agreement with the University.
- (b) Ownership guidelines for Outsiders and Employees involved in the development of IP through Incidental University Support will be determined on a case-by-case basis.



### 3.4 Patents and Designs

- (a) All potentially patentable inventions or designs conceived, designed, reduced to practice, or created by University Personnel and Students in the course of their University responsibilities or with University Support shall be disclosed on a timely basis to the University.
- (b) All University Personnel and Students are expected and obliged to notify and disclose to the University any discovery or invention that may be useful, patentable, or otherwise protectable, including potentially useful engineering materials, devices, and software, even if not patentable.

The University shall have the first right, either directly or through an outside agent, to evaluate and seek patent protection for the Invention and Design, and to undertake efforts to introduce the Invention into public use. The Inventor is expected to cooperate (at no expense to the Inventor) with the University and/or the outside agent, including assigning to the University any ownership rights the Inventor may have in order to permit the University or the outside agent to evaluate the Invention, to seek a patent, and/or otherwise to introduce the Invention to public use.

- (c) Royalties or other income resulting from the Invention and Design will be shared among the Inventor, the University in accordance with section 4.4 as well as other applicable University's policies and any relevant terms of any agreement between the Inventor and the University.
- (d) If the University does not want to seek patent protection for the Invention and Design, it will inform the Inventor who can then pursue patent protection if he/she wishes independently and at no cost to the University. Under such circumstances, the agreement shall include an apportioning of some appropriate share of resulting revenue to the University.

### 3.5 Copyright

- (a) The University shall equally own copyrightable works as follows:
  - (i) Works created pursuant to the terms of a University agreement with a third party;
  - (ii) Works created as a specific requirement of employment or in the course of employment or as an assigned University duty that may be specified, for example, in a written job description or an employment agreement;
  - (iii) Works specifically commissioned by the University. The term "commissioned work" refers to a copyrightable work prepared under an agreement between the University and the creator when (i) the creator does not fall under the category of University Personnel or (ii) the creator is a University employee but the work to be performed falls outside the normal scope of the creator's University employment. Contracts covering commissioned works shall specify that the author convey/transfer by assignment, if necessary, such rights as are required by the University.
  - (iv) Works by Student(s): Unless provided otherwise by a written agreement, copyrightable works prepared by students as part of the requirements for a University degree programme shall be the property of the student but are subject to the following provisions:
    - (A) The original data and materials (including software) researched for a graduate thesis or dissertation are the property of the University, but a copy may be retained by the student at the discretion of the student's principal department.
    - (B) The University reserves the right, as a condition of awarding the degree, to retain, use and distribute a limited number of copies of the thesis, royalty- free, together with the right to require its publication for archival and/or educational use.



- (b) Videorecording, Computer Software, Pedagogical Software: Courses developed and used for teaching at the University belong to the University. Any courses, which are videorecorded or recorded using any other media, are University property, and may not be further distributed without written permission from the Department Head.
- (c) Case studies and other learning materials intended primarily for instructional uses and to be distributed commercially.
- (d) Unless provided otherwise by written agreement, the University shall not claim ownership of Scholarly Works.

### 3.6 Trademarks

- (a) The University owns all rights, titles, and interests in any Trademarks (registered or otherwise) that relate to the University or relate to a programme of education, service, public relations, research, or training by the University.

### 3.7 Computer Programmes

- (a) All Intellectual Property rights to computer programmes shall vest equally with the University and the Creator if:
  - (i) it was created or developed by University Personnel or Students with University Support;
  - (ii) it was made or developed pursuant to a sponsored research agreement in which case unless the agreement explicitly determines ownership, the ownership and the Intellectual Property rights of such computer programmes shall vest equally with the University and the Creator.

### 3.8 Other Intellectual Property

- (a) All rights, interests, and titles to any and all Intellectual Property created or developed at the University shall vest equally with the University and the Creator.
- (b) For the purposes of this section, Intellectual Property rights created or developed at the University include,
  - (i) Intellectual Property rights resulting or arising out of the activity of the creator, author, or inventor's employment or engagement with the University; or
  - (ii) Intellectual Property rights created or using resources or facilities of the University.
- (c) developed by University Personnel or Students using University Support will be the equal property of the University and the Creator subject to agreements with appropriate funding sources.

## 4. ADMINISTRATIVE PROCEDURES

4.1 The Office of Research, Innovation & Commercialization (ORIC) of the University shall be responsible for the management of this Policy, including all activities pertaining to the evaluation, patenting and licensing of new Inventions and discoveries made at the University.

4.2 ORIC shall serve as a point of reference for all members of the University for:

- (a) providing educational resources on Intellectual Property issues and guidance for the creation and development of Intellectual Property;





- (b) generating collaborations with industrial partners for new sources of research sponsorship;
- (c) protecting Intellectual Property while protecting academic priorities, interests and values;
- (d) evaluating whether the research results and /or Inventions are patentable and navigating it through the patenting process with the assistance of the Legal Office of the University;
- (e) effectively transferring discoveries and inventions from the classroom and laboratory into commercial development;
- (f) monitoring research and license agreements to ensure the development and commercialization of the technologies;
- (g) managing the Intellectual Property portfolio of the University.

#### 4.3 Signing Authority

ORIC, through its duly authorized personnel, along with the Finance Department designated individual as co-signatory, shall have the signing authority on behalf of the University for various agreements such as licenses, material transfer, industrial contracts, and others pertaining to the ownership and management of Intellectual Property once all such agreements have been reviewed by the Legal Office. University Personnel and Students are not authorized to sign any agreements or documents that obligate the University to assign or license intellectual property rights to another entity.

#### 4.4 Income Sharing

- (a) The Net Income arising from the commercialization of any Intellectual Property will be shared according to the following proportion:
  - (i) The Inventor(s): 70%
  - (ii) The University, to be used at the discretion of the Vice Chancellor: 30%

### 5. DISPUTE RESOLUTION

- 5.1 Disputes between members of University Personnel research teams: If a dispute or concern arises with regard to ownership of Intellectual Property, efforts should be made to resolve it within the University Personnel research team. If the dispute persists, and if all the University Personnel belong to the same department, the aggrieved party shall approach the Departmental Head or the respective Dean for resolution of the dispute. If members of the research team are from different departments, the aggrieved party may refer to the dispute for resolution to the Director, ORIC.
- 5.2 If the aggrieved party is not satisfied with the decision of the Dean/Director, they may approach the Vice Chancellor to settle the dispute. The decision of the Vice Chancellor will be final and binding on all parties.
- 5.3 Any dispute between University Personnel and the University with respect to the application of this Policy shall be referred to the Vice Chancellor whose decision shall be final and binding on all the parties.
- 5.4 Any dispute between University Personnel and Students or between Students relating to the ownership of Intellectual Property shall be referred to the Department Head/Dean/Director ORIC. If the matter is not resolved through the intervention of the Department Head/Dean/Director ORIC, the matter shall be resolved by the Vice Chancellor whose decision shall be final and binding on all the parties.



**6. FINANCIAL SUPPORT**

- 6.1 The University will pay up to a maximum of US\$ 5,000/- (Five thousand dollars) for filing a patent outside of Pakistan.
- 6.2 The Creator/Inventor will pay all applicable fees for filing a Pakistan patent application as in vogue at the time.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

**Invention Disclosure Form**

Department: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Registration number: \_\_\_\_\_  
Date of submission: \_\_\_\_\_

**I. DESCRIPTION OF TECHNOLOGY**

1. Title of the technology (Non-confidential information)

\_\_\_\_\_

2. Brief description of technology (non-confidential information, 3-4 sections, given in a language easily understandable by investors and other people not skilled in the art)

\_\_\_\_\_

3. Detailed description of the technology (Confidential information, 10-15 sections)

\_\_\_\_\_

4. Novelty and advantages of technology (Please, refer to publications to help understand the novelty of technology through the present state of the art and provide an insight into the general development of technology).

\_\_\_\_\_

\_\_\_\_\_

5. Areas of exploitation. Please, refer to all potential fields of application. (Who may be interested in the exploitation of technology? Please, introduce the uniqueness of the product or service, which could be developed by using this specific technology).



6. Phase of development and proof of concept (Please, present any practical application of the technology.)

7. Keywords

## II. PUBLICATIONS AND COMPARABLE TECHNOLOGIES

1. Has technology been published in any abstract, paper, presentation, thesis, speech, article or any other form of publication in full or in part? If yes, please list the relevant publications and attach all available copies to this form.

2. When do you plan to publish research results related to this specific technology?

3. Please, list the most relevant published scientific works in the field of technology.

4. Please, list all known pending patent applications and granted patents in the field of technology.

5. Are you aware of any academic research groups or business enterprises conducting research in the field of technology?

6. Please, list any known enterprises engaged in the development and/or exploitation of comparable technologies in the field of this specific technology



### III. INVENTORS

1. Who are the inventors of technology? (Please, list all inventors who made intellectual contributions to the creation of the technology.)

Name	Type of legal relationship between the Inventor and the Institute	% of contribution	Dept./ organization	Contact data (address/phone)
1.				
2.				
3.				

2. Please, list all researchers who participated in the development of technology in addition to the inventors.

Name of the Researcher	Type of legal relationship between the Researcher and the Institute	Department/ organization	Contact data (address/phone)
1.			
2.			
3.			

### IV. RESEARCH FUNDING AND COLLABORATION

1. Please specify the financial resources used for the research and development of the technology.

Type of fund	Duration of the related contract	Name of the organization providing a financial contribution
1.		
2.		
3.		



2. Please, list all third parties collaborating during the research work.

3. Please, attach a copy of all agreements or other legal statements relating to the research activity to this form.

4. Are any materials (reagent, chemical compound, computer software, etc.) been transferred to a third party during the development of the technology? If yes, please give details of it.

5. Have you ever disclosed the technology in full or in part to any third party? If yes, please give details of it and attach a copy of all relevant confidentiality agreements to this form.



