

NUST Intellectual Property Rights Policy

This policy provides guidelines for ownership, distribution, and commercial development of technology developed by NUST faculty, staff, students, and others involved with NUST programs. Intellectual property rights refer to the principal rights relating to the ownership and dissemination of technology as derived from legislation (rules & regulations) granting patents, copyrights, and trademarks etc. The term “technology” includes technical innovations, inventions, discoveries, teaching material and computer software. This policy also defines NUST’s guidelines for sharing of revenue with faculty, staff, students and other parties who generate the intellectual property (‘IP’) which is then exploited commercially.

INTELLECTUAL PROPERTY OWNERSHIP POLICY STATEMENT

All rights for patent and ownership of technology, materials, tangible research, scholarly work, publication and software made by NUST faculty, staff, students, visiting Researchers and others involved with NUST programs will be governed as under:-

NUST OWNED

Patent rights and copyright ownership of technology, material, tangible research, scholarly work, publication and / or software made by NUST faculty, staff, students, visiting Researchers and others involved with NUST programs will be owned by NUST in case of any one of the following:-

- a. The Intellectual Property was generated as an outcome of sponsored research agreement with NUST or one of its constituent units.
- b. The Intellectual Property was generated with significant use of funds or facilities or resources belonging to NUST or one of its constituent units.
- c. The Intellectual Property was developed by a person or group of person’s part or whole, if they are the faculty, student(s) or staff of NUST.

DISCLOSURE

Whenever an Intellectual Property is created, generated or developed by NUST faculty, student (s), staff or by any other individual utilizing University resources, they must notify NUST authorities in writing and provide a filled invention disclosure form and other information deemed necessary in accordance with the provisions mentioned in the policy within 30 days of knowledge about such an invention, conception of idea or intellectual property. NUST Invention Disclosure Form (See downloads) will be used for the purpose. As a general rule they must not publish or dispose off an invention before NUST has confirmed to them receipt of notification in writing which will be done in minimum possible time. The disclosure form must be filled and submitted to NUST IP Office/I&C Directorate, CIE building H-12 Islamabad.

OWNERSHIP RIGHTS

NUST will decide on taking title to the invention after filing the patent. The inventor with the assistance of NUST IP Office will file a patent application within one year of conception or development of an invention, idea or intellectual property. After the research results are published in gazette, the time period for claiming title by others is at least 30 days before the end of the statutory period given by the patenting authorities. Inventors can claim title if NUST does not. As a general rule, NUST faculty, students or staff will not assign ownership of invention, scholarly work / teaching material to third parties, except to university patent management organization. Exception to this rule will be evaluated on a case by case basis and permission in writing may be granted by NUST authorities.

OWNERSHIP RULES FOR EMPLOYEES

a. IP created by NUST faculty or staff becomes the property of NUST (As per NUST employment contract)

(1) Inventor : Faculty or Staff

(2) Patent Assignee : NUST

b. IP created by faculty / researcher or staff prior to joining NUST becomes sole property of the faculty / researcher or staff, if he / she can provide acceptable evidence that the IP was created before joining NUST. Faculty / Researcher / staff must declare the IP in writing at the time of joining NUST (as per NUST employment contract).

OWNERSHIP RULES FOR STUDENT(S)

a. Copyright ownership of research that is performed in whole or in part by the students with financial support in the form of wages, salaries, stipends, scholarships, or grants from funds administered by NUST or external entities shall be determined in accordance with the terms of the support agreement or in the absence of such terms, the work shall become the property of NUST.

b. Copyright ownership of all research performed in whole or in part by utilizing the University resources under conditions that impose copyright restrictions shall be determined in accordance with such restrictions. In the absence of such terms, the work shall become the property of NUST.

c. Students will own the copyrights to theses not within the provisions of (a) and (b) above. However, a student shall hereunder, as a condition to a degree award, irrevocably and unconditionally grant in perpetuity to NUST the royalty to print, publish, reproduce and publicly distribute copies of his/her thesis in all languages, including but without limitation the right to publish on the Internet or by means of any other electronic medium throughout the world.

OWNERSHIP RULES FOR INDIVIDUALS OTHER THAN EMPLOYEES

Other individuals who have an honorary association with NUST but who are neither employees nor students; for instance Senior Research Fellows, Emeritus Professors and Visiting Professors are required to assign the rights to any IP they create in the course of their honorary activities in the University to NUST. NUST may have obligations to organizations which are funding the research in question which it will not be able to honor without such an assignment of rights being in place. Honorary staff will be treated as if they were NUST employees for the purposes of revenue-sharing. NUST recognizes that, in the case of a limited number of visiting professors (such as those who will remain employees of an industrial organization whilst at NUST), special arrangements will need to be negotiated regarding the ownership and use of IP which they may generate. Such arrangements will be negotiated on a case by case basis, generally with the individual's employer. Any individual who believes that he or she falls within such a category is required to contact Directorate I&C NUST for advice at the earliest opportunity.

LICENSING AND OWNERSHIP REGULATIONS

If required NUST may provide a confirmatory license, a non-exclusive, non transferable, irrevocable, paid up right to practice, to a third party or a government under certain circumstances. NUST may also hold joint ownership or provide assignment of certain IPs to third parties, if such assignments are in the broader interests of the University. For all technology transferred by NUST, it will require indemnity against any and all loss or damage occasioned to the user of such technology.

DISTRIBUTION OF BENEFITS

NUST will share with the inventor(s), including co-inventor(s) a portion of any revenue received from licensing or any commercial activity from the invention which has been Patented, Copy Righted or Trademarked under para 6 based on existing rules and other associated policies.

CONFLICT OF INTEREST

If a conflict of interest arises between two applications from the University the patent agent/attorney will transfer the conflicted application through Directorate I&C NUST to IP dispute resolution board at NUST for resolution of the dispute.

IMPORTANT LINKS:

www.ipo.gov.pk

www.wipo.int

www.uspto.gov

www.epo.org

