

INTELLECTUAL PROPERTY POLICY

1 Definitions

1.1 The following words and expressions will have the meanings hereby assigned to them, unless explicitly stated otherwise:

1.1.1 *Academic Members*: Faculty Members and Instructional Members.

1.1.2 *ARIED*: Applied Research, Innovation and Economic Development Directorate.

1.1.3 *Background IP*: Any pre-existing IP created before the execution of any Research Project, or prior to an individual becoming subject to this policy.

1.1.4 *Commercialization*: Any form of utilization of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefits.

1.1.5 *Confidential Information*: Information and/or documents which are non-public, privileged, confidential, or proprietary to the University, pertaining to the University's Students, personnel, including the identity of employees, agents, and consultants employed or engaged by the University or any other professional information regarding such Students or personnel; and the University's operations in general, including reports, notes, video footage and audio recordings, findings, deliberations, discussions, deliverables, drafts, any technical, commercial, operational, business or financial information, developmental, marketing, sales, operating, performance, cost, plans, business methods, processes, database information, software licenses, applications, written code, logs, graphical art, the methods of operation and the various applications thereof, formulae, strategies, data, know-how, designs, photographs, drawings, specifications, technical literature, software development and design, business or software architecture, software not yet known to the public, clients or prospective clients, internal communications, events, meetings, Research and Research results, transactions, legal documents, regulatory affairs, discoveries, inventions, Intellectual Property disclosure forms; lists and contact details of suppliers; details of contracts with suppliers; financial reports, budgets and pricing lists; pricing structures and/or pricing strategies; technical information and know-how relating to the processes and operations devised, owned or used by the University; articles, algorithms, specifications, prospects, any other materials, curricula, training materials, any document marked "confidential" (or similar), or any information which the receiver has been told is confidential or which the receiver might reasonably expect the University would regard as confidential; any and all other information acquired and recorded through Research, Copyrightable

Work and investigation in whatever form or medium, and any other information, of whatever nature whether written, oral, visual, in the form of data, documentation, graphics, electronically transmitted or through other machine readable form, or copies thereof, pertaining thereto, and any other proprietary business information that may have commercial or legal value when held confidentially.

- 1.1.6 *Conflict of Commitment*: Any situation in which the primary professional loyalty of an individual member of the University's personnel or a Visitor is not to the University because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contract or appointment agreement, respectively.
- 1.1.7 *Conflict of Interest*: A situation where a person has an actual, perceived, or potential personal, professional, or financial interest or commitment, that may affect the conduct of his/her duties and responsibilities, or unduly influence or compromise his/her professional judgment in exercising their duties.
- 1.1.8 *Copyrightable Work*: An original work of authorship, which has been fixed in any tangible medium of expression, such as:
 - 1.1.8.1 literary works (including but not limited to books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies);
 - 1.1.8.2 works delivered orally (including but not limited to lectures, tutorials, seminars, addresses or similar works);
 - 1.1.8.3 computer software;
 - 1.1.8.4 musical works, including any lyrics;
 - 1.1.8.5 recorded performances (including instructional ones);
 - 1.1.8.6 dramatic works, including any accompanying music;
 - 1.1.8.7 pantomimes and choreographic works (if fixed, as in notation or videotape);
 - 1.1.8.8 pictorial, graphic, and sculptural works (including but not limited to photographs, diagrams, sketches, and integrated circuit masks);
 - 1.1.8.9 motion pictures and other audiovisual works (including but not limited to videotapes);
 - 1.1.8.10 sound recordings;
 - 1.1.8.11 architectural works; and
 - 1.1.8.12 any other works determined to be copyrightable under any applicable copyright laws.
- 1.1.9 *Course*: A set of Learning Sessions in a particular subject, with a defined scope and duration, and specific Learning Outcomes.
- 1.1.10 *Course Materials*: All materials used in, or in connection with, and for the purpose of Teaching an education course through the provision of Learning

Sessions, lectures, tutorials, seminars, workshops, field classes, assessments, practicum and other Teaching activities conducted by the University; and all IP in such materials.

- 1.1.11 *Faculty Members*: Members of the teaching and/or Research staffs, whether on part- or full-time, holding the following titles: Professor, Associate Professor, Assistant Professor Senior Lecturer/Senior Technical Instructor, or Lecturer/Technical Instructor.
- 1.1.12 *Instructional Members*: Members of the teaching staff, whether on part- or full-time, holding the following titles: Assistant Lecturer/or Workshop/Lab/Clinical Instructor, Assistant Technical Instructor, Trades Technical Instructor, or Teaching Assistant.
- 1.1.13 *Gross IP Revenue*: All revenue generated by the Commercialization of the University Intellectual Property, including any accumulated interest and before deduction of any expenses incurred by the University in the management and Commercialization of IP for which Gross IP Revenue has been received.
- 1.1.14 *Intellectual Property (IP)*: All outputs of creative endeavour in any field at the University. IP may include:
 - 1.1.14.1 literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks; 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 Institution resources or facilities;
 - 1.1.14.2 teaching and learning materials;
 - 1.1.14.3 databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
 - 1.1.14.4 patentable and non-patentable technical information;
 - 1.1.14.5 designs including layout designs (topographies) of integrated circuits;
 - 1.1.14.6 plant varieties and related information;
 - 1.1.14.7 trade secrets;
 - 1.1.14.8 know-how, information and data associated with the above;
 - 1.1.14.9 Inventions;
 - 1.1.14.10 patents;
 - 1.1.14.11 Copyrightable Work;
 - 1.1.14.12 Copyright, trademark, service mark, trade secret;
 - 1.1.14.13 Research data;

- 1.1.14.14 Tangible Research Property, or physical embodiment such as a model, machine, device, design, apparatus, instrumentation, visualization, biological material, chemical, other composition of matter, or plant that originates in or relates to academic or Research activity;
 - 1.1.14.15 Applications for Intellectual Property Rights (see 1.1.15);
 - 1.1.14.16 Intellectual Property will also include other intellectual assets such as discoveries and any other product or attribute of intellectual or academic activity (whether or not formal property rights subsist or are capable of subsisting therein) such as (but without limitation) know-how, knowledge and expertise, skills, techniques, and the results of experiments, tests, or calculations; and/or
 - 1.1.14.17 Any other Institution-commissioned works not included above and all other intellectual or industrial property whether registered or unregistered such as exist now or in future, under the laws of the State of Qatar or the law of any other jurisdiction throughout the world.
- 1.1.15 *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, plant breeders' right, or other rights, as applicable respectively, as well as all extensions and renewals of such rights.
- 1.1.16 *Invention*: Includes any discovery, creation, process, method, composition of matter, know-how, design, model, machine, and hardware, technological development, biological material, strain, plant, chemical, variety, culture of any organism, and records or Research considered inventive within the meaning of patent laws in the State of Qatar or of the country where the University registers the Invention.
- 1.1.17 *IPAC*: Intellectual Property Advisory Committee.
- 1.1.18 *IPMO*: Intellectual Property Management Office.
- 1.1.19 *Learning Sessions*: Lectures, Laboratories, Internships, Field Work, Clinical Practice, Seminars, Workshops, Placements/Work Terms, as prescribed by a Course.
- 1.1.20 *Net IP Revenue*: Revenue generated from the Commercialization of University IP after deducting the following:
- 1.1.20.1 unreimbursed external expenses associated with obtaining, maintaining, licensing and/or enforcing the patent or rights associated with the Invention; and
 - 1.1.20.2 the share of the income owed by the University to a third party pursuant to an income sharing agreement between the University and the third party.

- 1.1.21 *Open Educational Resources*: 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.
- 1.1.22 *Originator*: Any individual, who is subject to this policy, who invents, creates, conceives, generates, reduces to practice, authors IP, or otherwise makes a substantive intellectual contribution to the creation, invention, conception of IP, or who qualifies as an inventor or author under the laws of the country where the University registers the IP.
- 1.1.23 *Program*: A prescribed set of Courses leading to a qualification, including a Certificate, Diploma (2 years), Advanced Diploma (3 years), Bachelor, Master, or Doctorate, in accordance to the Qatar National Qualifications Framework.
- 1.1.24 *Public Disclosure*: The communication of information to external parties, which includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; through social media; 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.
- 1.1.25 *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 expired, are thereby held by the public at large and available for all to use without permission from its Originator/creator/author or owner.
- 1.1.26 *Research*: The systematic and organized investigation of a subject/topic, and study of the materials and sources in order to establish new knowledge and/or reach new conclusions.
- 1.1.27 *Research Contract*: Any type of agreement between the University and an external party or research sponsor, concerning Research, which could result in IP being created at the University, or on its behalf. This includes, but is not limited to, all external grant, industrial grants and SEED research projects, sponsorships, donorships, and collaborations with the external party or research sponsor.
- 1.1.28 *Research Data*: The recorded factual material commonly accepted in the Research and scholarly communities as necessary to validate the Research findings, excluding the following: preliminary analyses, draft of scholarly manuscripts, plans for future Research, peer reviews, or general correspondence between colleagues.
- 1.1.29 *Research Project*: Any project that forms the basis of Research undertaken by the University and includes projects undertaken by:
- 1.1.29.1 a member of the University Community and/or Visitor, or under their supervision,

- 1.1.29.2 any individual commissioned by the University to undertake Research.
- 1.1.30 *Scholarly Work*: Scholarly and academic works that have been made independently, at the initiative of the Originator, for Teaching and other educational purposes, including use in Learning Sessions at the University. This category also includes:
 - 1.1.30.1 academic textbooks that were not developed using University Resources;
 - 1.1.30.2 academic journal articles, conference papers, and related presentations;
 - 1.1.30.3 Research proposals;
 - 1.1.30.4 notes created only for the Originator's own personal use;
 - 1.1.30.5 theses and dissertations;
 - 1.1.30.6 novels and poems; and
 - 1.1.30.7 works of fine art.

Scholarly Work does not include any data conceived or generated using University Resources, or during the course or scope of employment/registration/appointment at the University by a member of the University Community and/or Visitor.

- 1.1.31 *Student*: person who is presently enrolled at the University in a credit course or who is designated by the University as a Student.
- 1.1.32 *Tangible Research Property*: Items produced in the course of Research, such as compositions, biological materials, drawings, devices, and equipment.
- 1.1.33 *Teaching*: The delivery of theoretical and/or practical instruction for the purpose of student learning and development, that is generally organized by disciplines and/or interdisciplinarity of study and administered within an established mode and timeframe.
- 1.1.34 *University*: University of Doha for Science and Technology established by Emiri Resolution No. 13 of 2022.
- 1.1.35 *University Community*: Academic Members, members of the administrative Staff, and/or Students.
- 1.1.36 *University Intellectual Property (University IP)*: Intellectual Property owned by the University.
- 1.1.37 *University Resources*: Facilities, equipment, human resources or funds of the University.
- 1.1.38 *Visitor*: Any person who is not a member of the University Community, who engages in work at the University, including visiting professors, adjunct and

conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an agreement with the University for their activities.

- 1.2 Where the context requires, words importing the singular will include the plural and vice-versa.
- 1.3 Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

2 Policy Purpose

- 2.1 The University recognizes the importance of Research for the development of new ideas, Inventions, and discoveries; as such, the purpose of this policy is to:
 - 2.1.1 encourage an environment of learning, Research, and innovation at the University.
 - 2.1.2 establish a consistent framework within which University IP is developed, managed, and used, while giving due regard to the traditions of education and scholarship, academic freedom, open and timely publications, University sovereignty and interests, and serving the public benefit. This policy sets out the rules in respect of:
 - 2.1.2.1 the ownership of IP generated by an originator;
 - 2.1.2.2 the effective use and commercialisation of University IP; and
 - 2.1.2.3 the implementation and administration of the Intellectual Property Policy.

3 Policy Scope

- 3.1 This Policy applies to all IP generated by:
 - 3.1.1 members of the University Community, and Visitors;
 - 3.1.2 individuals:
 - 3.1.2.1 participating in a Research project at the University;
 - 3.1.2.2 within the scope of a Research contract; or
 - 3.1.2.3 using University Resources.
- 3.2 This Policy applies to all:
 - 3.2.1 members of the University Community, and Visitors;
 - 3.2.2 individuals:
 - 3.2.2.1 participating in a Research project at the University;
 - 3.2.2.2 within the scope of a Research contract; or

- 3.2.2.3 using University resources.
- 3.2.3 contractors, consultants, and service providers, who generate IP for the University, within the scope of their engagement by the University.
- 3.3 Rights and obligations under this Policy will survive any termination of employment, registration, or appointment at the University.

4 Policy Statement

4.1 General

- 4.1.1 The University regards the creation of Intellectual Property to be important, as it supports a number of its strategic objectives and is integral to the core objectives of knowledge creation, knowledge transfer, scholarship, and learning. The University is committed to developing policies and support services, which create the best possible environment for the creation of IP and its transfer into practical use.
- 4.1.2 The University encourages Research that responds to the local, regional, and international needs. Where Intellectual Property arises that has commercial potential as a result of Research, the University intends to make such IP available in a form that will most effectively promote its development and use for economic and social benefit.

4.2 Policy Administration

4.2.1 Senior Policy Administration

- 4.2.1.1 The Vice-President, Academics is responsible for the administration of the Policy and will represent the University in all Intellectual Property related matters vis-à-vis the members of the University Community, Visitors, government, industry and public.

4.2.2 IPMO

- 4.2.2.1 The Vice-President, Academics will establish an IP Management Office (IPMO) or designate a function within the University or another organisation to act as such, to assist the University in identification, protection, management and Commercialization of University IP in a form that will most effectively promote its development and use for economic and social benefit.
- 4.2.2.2 In the absence of the IPMO, or until the establishment of IPMO at the University, the ARIED will assume the role of IPMO and carry out IPMO responsibilities, obligations, and tasks.

4.2.3 **IPAC**

- 4.2.3.1 The Vice-President, Academics will establish a standing IP Advisory Committee to oversee the implementation and evolution of this Policy and provide strategic guidance to IPMO.
- 4.2.3.2 IPAC will submit recommendations regarding the determination of University IP management and Commercialization strategy for a particular University IP for endorsement of the Vice-President, Academics, the Vice-President, Support Services, and the final approval of the President.

4.3 **Ownership and Rights to Intellectual Property**

4.3.1 **Background IP**

- 4.3.1.1 Upon commencing employment, registration or appointment, members of the University Community, and Visitors must declare any Background IP they wish to exclude from the application of this Policy due to creation prior to their employment, registration or appointment at the University.

4.3.2 **Effects of this Policy**

- 4.3.2.1 This Policy must be incorporated into the following, and acknowledged as being part thereof:
 - 4.3.2.1.1 the terms and conditions of employment for every employee of the University;
 - 4.3.2.1.2 the terms and conditions of registration and attendance at the University by students;
 - 4.3.2.1.3 the terms and conditions of participation in any University Research or other use of University resources by any person (whether or not employed by, compensated by, or registered at the University);
 - 4.3.2.1.4 the terms and conditions for admittance by all others such as the visiting appointments, post-doctoral fellows, consultants, and research associates who may participate in research at the University from time to time or use the University Resources.
- 4.3.2.2 Outside activities authorized by the University remain subject to this Policy to the extent they involve or relate to the use of University Resources.
- 4.3.2.3 As directed and requested by the University, all Originators of Intellectual Property will execute legal documents required to effect this Policy.

4.3.3 University Ownership

- 4.3.3.1 Subject to the terms and conditions of separate Research Contracts, the University may conclude that the University will own any and all Intellectual Property provided that such Intellectual Property is created and/or developed:
 - 4.3.3.1.1 by a member of the University Community and/or a Visitor in the course and scope of their employment/ registration /appointment at the University; or utilizing University resources or other contributions of the University, even if outside the scope of employment/ registration /appointment; and/or
 - 4.3.3.1.2 utilizing University resources or other contributions of the University; and/or
 - 4.3.3.1.3 during a research or other assignment given to a University Community member and/or a Visitor pursuant to a research project, grant or contract, or any other University administered program; and/or
 - 4.3.3.1.4 as part of a contract under which the University is required to assert ownership or to assign ownership rights and the works in question have been created in the course of fulfilment of the contract; and/or
 - 4.3.3.1.5 as part of an agreement in writing that establishes the University's ownership.
- 4.3.3.2 The University will own the IP for Course Materials created by an Originator, with the exclusion of Course Materials that are created from or for open educational resources.
- 4.3.3.3 The University grants the Academic Member generating Course Materials, a royalty-free, non-exclusive licence to use the Course Materials created by them for Teaching or Research purposes at the University.
- 4.3.3.4 The University owns all rights, titles and interests in Tangible Research Property and Research Data developed with support from University Resources.
- 4.3.3.5 Subject to the provision pertaining to the disposition of Intellectual Property under this Policy, in most instances, the University permits the Originators of University-owned Tangible Research Property or Research Data to retain primary physical custody of it solely for non-commercial use in Teaching or Research purposes at the University.
- 4.3.3.6 The University reserves the sole right in its exclusive discretion to make agreements regarding the retention, ownership, patenting,

licensing, accessing, and any other use or disposition of any right, title or interest in University Intellectual Property.

- 4.3.3.7 Any Originator of University Intellectual Property will only be able to assign, license or otherwise dispose of the Intellectual Property that they generate to the University.
- 4.3.3.8 In order to avoid a Conflict of Interest, no member of the University Community and/or Visitor will patent, or seek to patent Inventions which are within their scope of employment/registration/appointment with, and duties for, the University, or are within the specific field of a University Research program in which they are participating, without prior written permission from the University.
- 4.3.3.9 Members of the University Community and/or Visitors engaged in outside activities have no authority to enter into agreements relating to Intellectual Property with terms conflicting with this Policy.
- 4.3.3.10 Subject to the final approval of the President, following the endorsement of the Vice-President, Academics, based on the reasoned recommendations of IPAC:
 - 4.3.3.10.1 the University's IPRs may be waived; or
 - 4.3.3.10.2 the University may, at any time, assign its IPRs to third parties, e.g., sponsors of research, Commercialization partners.
 - in cases, where University IP may be potentially commercialised, the endorsement of the Vice-President, Support Services is additionally required.
- 4.3.3.11 It is recognized that Commercialization of Intellectual Property may not always be appropriate, as it is sometimes in the best interests of knowledge transfer, to place certain Intellectual Property in the Public Domain. Placing the Intellectual Property in the Public Domain requires the endorsement of the Vice-President, Academics, the Vice-President, Support Services, and the final approval of the President.

4.3.4 Rights Assigned Back to the Originator

- 4.3.4.1 In the event the University determines that it does not wish to proceed with the exploitation of University IP, the rights to such Intellectual Property may be assigned back, or licensed for exploitation to the Originator to the extent permitted by the laws of the State of Qatar or of the country where the University registered the University IP.

4.3.5 Appointment at Other Institutions

4.3.5.1 An Academic Member that holds an honorary or other academic or research appointment at another educational institution (host institution) must bring to the attention of the host institution, their 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 Academic Member pursuant to such appointment, the Academic Member will ensure that the host institution negotiates a suitable IP arrangement with the University, prior to the tenure at the host institution.

4.3.6 Works of Independent Contractors

4.3.6.1 In their engagement agreements and contracts, independent contractors, consultants, and service providers will be required to assign and transfer to the University ownership of IPs made in the course of their engagement by the University.

4.3.7 No Intellectual Property Rights for the University

4.3.7.1 In the following cases, Intellectual Property Rights belong to the Originator. In all these cases Intellectual Property must be disclosed according to Section 4.9 of the Policy, and the Originator will have the obligation and responsibility to disclose this information and the burden of proof is on the Originator to ensure compliance.

4.3.7.1.1 the work, invention or any other type of Intellectual Property that is generated prior to joining the University or after the termination of the relationship with the University, unless it is specifically commissioned by the University, or is created using University resources;

4.3.7.1.2 Intellectual Property generated by members of the University Community and/or Visitors on their personal time and using personal resources, provided that such intellectual property is clearly outside their area of academic or research expertise and scope of their employment/registration/appointment with, and duties for, the University;

4.3.7.1.3 student-generated Intellectual Property, unless it is developed in collaboration with other non-student members of the University Community and/or Visitors, is governed by a third-party agreement, or developed through the use of University resources, other than those incidental resources generally

available to all members of the University Community and/or Visitors.

- 4.3.7.2 The University and the Originator may enter into a written agreement by which the University is granted a non-exclusive, royalty-free license to use the IP created under 4.3.7.1, for academic and Research purposes.

4.4 Student Work

- 4.4.1 All Copyrighted Works made by Students in the course of study at the University (including theses, dissertations and other Scholarly Works) will be owned by the Student.
- 4.4.2 The Student must submit his/her final thesis or dissertation to the University repository.
- 4.4.3 The Student must grant a royalty-free licence to the University to:
 - 4.4.3.1 reproduce their thesis or dissertation and to distribute copies thereof to the public, subject to confidentiality obligations pertaining to patentable inventions.
 - 4.4.3.2 use the material element of any works produced by students, and/or a suitable reproduction of these works, for education and promotional activities and/or for the purposes of showing these works to professional statutory bodies for the validation of appropriate programmes.
- 4.4.4 The University reserves the right to impose confidentiality obligations on Students who create, or work on, patentable inventions, in collaboration with other non-student members of the University Community and/or Visitors.

4.5 Visitors' Work

- 4.5.1 Visitors are required to assign to the University any IP, unless otherwise agreed to in writing by the University and the Visitor's home institution prior to the tenure at the University that were:
 - 4.5.1.1 created in the course and scope of their appointment at the University; or
 - 4.5.1.2 created by making use of the University's Resources.
- 4.5.2 On departure from the Institution, a Visitor must sign and submit an IP disclosure form to IPMO disclosing any IP created whilst at the University, in accordance with Section 4.5.1.

4.6 Research Contracts

- 4.6.1 Research Contracts must comply with the provisions of this policy, and any applicable law and/or Government regulations and/or rules, which may be applicable to Research undertaken by the University. Persons acting for and on behalf of the University will exercise all due diligence and consult IPMO when negotiating and signing contracts that may affect the University's IPRs.
- 4.6.2 Members of the University Community, and/or Visitors do not have the right to enter into a Research Contract with external parties on behalf of the University unless they are authorized to do so by the Vice-President, Academics.
- 4.6.3 Any member of the University Community and/or Visitor who elects to perform Research on governmental, commercial, or other projects undertaken by the University is required to sign such supplemental agreements or other documents as are necessary to enable the University to fulfill its legal obligations with respect to applicable IPRs.
- 4.6.4 Co-ownership of IP generated pursuant to a Research Contract will be in accordance with national legislative provisions, in the absence of which, co-ownership of the IP will be mutually agreed to contractually. The costs for protecting and maintaining any IPRs will be shared between the University and the external party(ies)/sponsor(s) as will be mutually agreed to contractually.
- 4.6.5 Ownership and disposition of Intellectual Property Rights resulting from Research financed wholly or partially by governmental, industrial or other organizations is determined by the rules, regulations, and procedures of the sponsoring organization and in accordance with the terms of the related Research Contract and the policies of the University.
- 4.6.6 In instances where the University 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.
- 4.6.7 In certain cases, it may be necessary and/or beneficial to the University 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-President, Academics.

4.7 Copyright Policy

4.7.1 Copyrightable Work owned by the University

4.7.1.1 The University does not assert its right to ownership of Copyrightable Works, except in the following situations, whereby an assignment of the financial rights to the Copyrightable Works will be obtained, where required:

- 4.7.1.1.1 the work has been specifically commissioned by the University; or

- 4.7.1.1.2 the work has been produced with the use of University Resources; or
- 4.7.1.1.3 the University is required by a contract to assert ownership or to assign ownership rights and the works in question have been created in the course of fulfilment of the contract; or
- 4.7.1.1.4 there is a written agreement that establishes the University's ownership; or
- 4.7.1.1.5 the materials are authored by members of the University Community and/or Visitor in the course and scope of their employment/registration/appointment at the University; or utilizing University resources or other contributions of the University, even if outside the scope of employment/registration/appointment.

4.7.1.2 In cases where the University does not assert ownership of a copyright, the Originator will grant the University an irrevocable non-exclusive royalty-free license, in perpetuity, to use the Copyrightable Work for Teaching or other agreed purposes. The license will remain extant even after the Originator's affiliation with the University has ended.

4.7.1.3 The Vice-President, Academics, may approve, under the terms and conditions that they determine are appropriate, the granting of a non-exclusive license to the Originator, to use Copyrightable Work that is owned by the University, for Teaching and Research purposes at the University. Unless specifically authorised in writing, an Originator may not license or assign or otherwise deal with Copyrightable Work that is owned by the University.

4.7.2 **Copyrightable Work not owned by the University - Scholarly Work**

4.7.2.1 Originators will own the copyright to all Scholarly Work they generate in the course of their employment/appointment or research work or studies at the University, unless there is an agreement in writing that establishes the University's copyright ownership.

4.7.2.2 Wherever applicable, the Originator will use the University affiliation on Scholarly Work.

4.7.2.3 With regard to the case of Scholarly Work, the University will retain a perpetual, non-exclusive, worldwide, irrevocable, royalty-free license at any time to use, reproduce, and adapt any part of the Scholarly Work freely for all purposes in accordance with the applicable copyright laws of the State of Qatar or of the country where the University registered the University IP. The license must

remain extant even after the Originator's affiliation with the University comes to an end.

- 4.7.2.4 It is the obligation of the Originator to ensure that any license or assignment of the copyright in the Scholarly Work to a third party, such as an academic publisher, is made subject to the rights of the University to use and modify such materials.
- 4.7.2.5 The Originator will be responsible for ensuring that they do not infringe the rights of other parties in the Scholarly Work or any other work that they produce and will acknowledge the moral rights to credit originators.
- 4.7.2.6 University Community members, and Visitors must obtain publishers' permission to include published Scholarly Work in the University's repository whether as a published edition or in pre-publication form.
- 4.7.2.7 The University recognises and endorses the rights of the Originator to publish Scholarly Work, provided that any Scholarly Work which may disclose any possible University IP, shall first be cleared by IPMO after having an opportunity to protect such University IP.

4.7.3 Commissioned Work and Publications

- 4.7.3.1 The University may engage members of the University Community and/or Visitors to write for publication or produce Copyrightable Work as part of their professional duties. Unless otherwise approved in advance by the Vice-President, Academics, the University will own all such materials and may provide a license thereof upon request.

4.7.4 Copyright Notice

- 4.7.4.1 All published works owned by the University will have a copyright notice composed and affixed. University-owned materials will bear the notice:
 - © (Year of publication) University of Doha for Science and Technology.
- 4.7.4.2 No other annotation, regarding a division, research center or other University unit may be used in the copyright notice.

4.8 Moral Rights

- 4.8.1 The University undertakes to respect and protect the moral rights which copyright law confers on Originators of Copyrightable Work.
- 4.8.2 The University acknowledges that moral rights vest in Originators of Copyrightable Work irrespective of the copyright ownership thereof and include the right:

- 4.8.2.1 of attribution of authorship in respect of their work;
 - 4.8.2.2 to choose whether their name or pseudonym is indicated on their work;
 - 4.8.2.3 to object to any distortion, deformation or any other modification of their work, including translation of the work; and
 - 4.8.2.4 to object to any distortion and to prohibit any other use of their work that would be prejudicial to their honour or reputation.
- 4.8.3 The University will not require members of the University Community and/or Visitors to waive their moral rights as a condition of employment, registration, appointment or funding.

4.9 Confidential Information and Disclosure of Intellectual Property

- 4.9.1 Research in progress; unpublished Research results, and proprietary information received from third parties, is treated with strict confidentiality and with due regard for potential patentability.
- 4.9.2 Information received by the University from a third party under a confidentiality agreement may only be disclosed within the University to persons having a need to know such information.
- 4.9.3 Originators, must keep appropriate records of their Research in accordance with the University's applicable procedures and ensure that only those individuals within the University who have a need to have access to such records for the performance of their duties are granted such access.
- 4.9.4 In conjunction with the right of publication, Originators must be aware that premature Public Disclosure of IP may result in loss of IP protection rights. Therefore, Originators must identify any protectable IP as early as possible and consult IPMO before making any Public Disclosure of potential University IP or exercising their academic freedom rights. This disclosure will be in accordance with the applicable procedures.
- 4.9.5 Originators must ensure that they:
 - 4.9.5.1 have not disclosed any information regarding any invention to any third parties, except as specifically authorized by the University in writing;
 - 4.9.5.2 take all reasonable steps to maintain the confidentiality of any potentially exploitable Intellectual Property and not do anything which will prejudice the University's right to apply for its registered protection;
 - 4.9.5.3 at the request and expense of the University, assist the University in the application for registering any IPRs and the prosecution of any infringement of those rights.

- 4.9.6 Originators have the obligation to execute all contracts, assignments, waivers, disclosures, and other legal documents necessary to vest in the University the rights to any Invention in which they retain an interest. This obligation remains effective even after the Originators leave the University.

4.10 Intellectual Property Transactions and Revenues

4.10.1 Intellectual Property Commercialization

- 4.10.1.1 Following the endorsement of the Vice-President, Academics, based on the reasoned recommendations of IPAC, the President will have the absolute discretion to decide whether:
- 4.10.1.1.1 to obtain protection for University IP and whether to maintain such protection;
 - 4.10.1.1.2 University IP will be commercialised or otherwise exploited, and, if so, the manner of exploitation and the terms and conditions by which the University IP will be exploited;
- in either case, the endorsement of the Vice-President, Support Services is additionally required.
- 4.10.1.2 Patent or other appropriate Intellectual Property protection will be filed in the name of the University of Doha for Science and Technology as the assignee.
- 4.10.1.3 Regardless of the mode of University IP Commercialization, the transaction will be executed in a contract which:
- 4.10.1.3.1 protects the interests of the University, and that of the University Community members, and the Visitors;
 - 4.10.1.3.2 retains rights for the University to use the IP for educational and research purposes;
 - 4.10.1.3.3 assures that the IP will be utilized in a manner which will serve the public good; and
 - 4.10.1.3.4 prohibits the shelving or mothballing of the IP or its use in any illegal or unethical manner.
- 4.10.1.4 No member of the University Community, without express authority from the University, may enter into any discussions, negotiations, arrangements or agreements with any person or organisation in relation to any University IP.

4.10.2 Authorization of Transactions

- 4.10.2.1 Regarding University IP-related agreements, no person, other than the University President, Vice-President, Academics, and the director of IPMO, will have the authority to make any representations on behalf of the University, or use the University's name or logo in connection with University IP-related matters, without prior written approval of the Vice-President, Academics.
- 4.10.2.2 The IPMO is responsible for the protection, management, Commercialization, and transfer of the University IP it believes to be beneficial to the University. The director of IPMO will represent the University in Intellectual Property-related negotiations and is responsible for protecting the University's interests in these transactions.

4.10.3 Revenue Sharing

- 4.10.3.1 The University, in the interest of promoting knowledge transfer, will give due consideration to the provision of incentives to researchers to foster Research that has socio-economic impact; such incentives may be financial or non-financial. An Originator may receive incentives from each Commercialized IP they create or enable.
- 4.10.3.2 The University shares the Net IP Revenues generated from the Commercialization or licensing of an Originator's Intellectual Property where the Originator is a member of the University Community, and/or Visitor as follows:
 - 4.10.3.2.1 33.3% of the Net IP Revenue received by the University will be distributed to the Originator(s); and
 - 4.10.3.2.2 33.3% of the Net IP Revenue will be distributed to the Originator's department; and
 - 4.10.3.2.3 33.3% will be distributed to the University's account for general Research support.
- 4.10.3.3 Calculation of the Gross and Net IP Revenues is subject to the relevant procedures.
- 4.10.3.4 The Originator must provide assistance as necessary to accomplish the effective Commercialisation of the Invention, including appropriate and reasonable assistance to the licensee of any Invention, or as specified in any revenue sharing agreement.

4.10.4 Exception to the Revenue Sharing Policy

- 4.10.4.1 The University may be involved in various kinds of partnerships, different funding arrangements, and different types of cooperation agreements. The IPMO may negotiate separate revenue sharing arrangements depending on the circumstances of each individual case and based on relevant contractual arrangements, any

applicable funding regulations, and revenue sharing policies of collaborating institutes.

4.11 Payment Terms

- 4.11.1 Payments to the Originator are made subject to all applicable Qatari laws and third-party agreements. These payments are not considered part of the individual's salary if the Originator is an Academic Member, or a member of the University's administrative staff. Compliance with the applicable tax laws is the sole responsibility of persons receiving the payments.
- 4.11.2 Where the Originator is deceased, the payments are made to their estate, to the extent permitted under Qatari laws.

4.12 Licensing of Intellectual Property

- 4.12.1 Originators must not independently market or license the University IP.
- 4.12.2 In instances, where the University IP is licensed from the Originator, the license must remain extant even after the Originator's affiliation with the University comes to an end. The license must include the University's right to re-assign a new researcher to a University or external party-funded project if and only when the Originator departs the University, while protecting the Intellectual Property Rights of the departing Originator.
- 4.12.3 No third-party may imply approval or endorsement of any product by the University in any commercial promotion without the written permission of the University.
- 4.12.4 No third party may use the University's logo or logos without the written authorisation of the President or their nominee.

4.13 Conflicts of Interest

- 4.13.1 Academic Members' and Visitors' primary commitment of time and intellectual contributions must be to the education, research, and academic programs of the University.
- 4.13.2 Academic Members, University administrative staff, and Visitors have a primary professional obligation to act in the best interests of the University; they must avoid situations where external interests could significantly and negatively affect their work performance and Research integrity.
- 4.13.3 It is the responsibility of all Academic Members, University administrative staff, and Visitors to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. Each individual must clearly state their duties and responsibilities to those with whom such agreements may be made.

4.13.4 When there is the possibility that an actual or perceived Conflict of Interest (COI) or Conflict of Commitment (COC) may result/exist from undertaking an action, members of the University Community and/or Visitors are obligated to promptly report this to the University, in compliance with applicable COI/COC policies and/or procedures adopted by the University, before engaging in these activities, or as soon as they become aware of them if they arise within the context of their Research or consultancy, the protection of Intellectual Property, or the exploitation, commercialisation or use of University IP.

4.14 Disputes and Appeals

4.14.1 Any internal disputes or questions of interpretation arising under this Policy must, in the first instance, be referred to IPAC for consideration and mediation.

4.14.2 If the matter cannot be resolved by the IPAC within the period specified by the relevant procedure, then the dispute or question of interpretation must be referred to the Vice-President, Academics within the timeframe specified by the procedures. The Vice-President, Academics will refer the matter to an independent committee who will issue a decision regarding the matter, within the timeframe specified by the procedures.

4.14.3 The decision issued by the independent committee may be appealed in writing to the President, along with all information and documentation which may be necessary for the fair resolution of the dispute. The decision of the President in the matter is final.

4.15 Exceptions

4.15.1 This Policy will not be interpreted to limit the University's ability to meet its obligations for deliverables under any contract, grant, or other arrangements with third parties, including Research Contracts, license agreements, fund management agreements, and the like.

4.16 Violations

4.16.1 Breach of the provisions of this policy shall be dealt with under the normal procedures of the University, and in accordance with the relevant provisions of laws and regulations in force in the State of Qatar or of the country where the University IP is registered.

4.16.2 Unless agreed to otherwise by the parties, any dispute arising out of or in connection with contracts and agreements concluded pursuant to this policy, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration administered by Qatar International Center for Conciliation and Arbitration of the Qatar Chamber of Commerce & Industry, in accordance with the rules of the Qatar International

Center for Conciliation and Arbitration of the Qatar Chamber of Commerce & Industry in force at the time the request for arbitration is submitted, which rules are deemed to be incorporated by reference in the arbitration clause. The seat of the arbitration shall be Qatar. The Arbitral Tribunal shall consist of three (3) arbitrators, one chosen by each party, and the third chosen by the two selected arbitrators. The language of the arbitration shall be English. Failing to resolve the dispute through arbitration for any reason, the competent courts of Qatar shall have jurisdiction to adjudicate the unresolved dispute.

5 Procedure

5.1 The Vice-President, Academics will ensure that procedures are developed for the implementation of this policy.

6 Related Documents

6.1 Intellectual Property Disclosure Form.