

## **Institutional IP Policy for the Hashemite University**

1, Final version

## **I. Definitions**

1. The following definitions shall be considered when reading this policy, unless otherwise stated:
  - 1.1. University or Research Institution: The Jordanian University or Research Institution to whom this policy applies.
  - 1.2. President: The President of the Hashemite University.
  - 1.3. The Office: The IP Management Office (“IPMO”) of the Hashemite University, The IPMO may be the Technology Transfer Office of the Hashemite University.
  - 1.4. The Committee: The Intellectual Property Management Committee.
  - 1.5. The Council: The Scientific Research Council at the Hashemite University, which includes the Dean of Scientific Research and representatives from the colleges of the Hashemite University.
  - 1.6. Intellectual Property (“IP”): Creations of the mind, such as inventions, technologies, improvements, development, materials, compounds, processes, literary and artistic works, designs, symbols, names, images, computer software, and genetic resources.
  - 1.7. Institutional IP: Creations of the mind, such as inventions, technologies, improvements, development, materials, compounds, processes, literary and artistic works, designs, symbols, names, images, computer software, genetic resources, as well as scientific research outputs and its tangible results utilizing the university resources.
  - 1.8. Background IP: IP, whether owned by the Hashemite University or not, that was used or utilized to reach to the Foreground institutional IP.

- 1.9. Foreground IP: The newly developed IP through the Substantial Use of the Hashemite University's Resources or Infrastructure and/or Scientific Research Outputs and its Tangible Results.
- 1.10. Scientific Research Outputs and its Tangible Results: The results, discoveries, conclusions, recommendations, scientific papers resulting from the scientific research process at the Hashemite University.
- 1.11. Research Community: All individuals to whom this Policy applies, including faculty members, Employees, administrative employees, Students, visiting professors, consultants, and any person (natural or legal) who involves with the scientific research process or substantially uses the Hashemite University's resources or infrastructure, whether on-campus or off-campus.
- 1.12. Substantial Use of University or Research Institution's Resources or Infrastructure: The use of the Hashemite University's assets, resources, or infrastructure that leads to the creation or substantial development of the IP, wherein this creation or substantial development would not be achieved without such use.
- 1.13. Employees: Individuals who form a part of the research community and work for the Hashemite University by a contract or services agreement, and who are responsible to either conduct or support scientific research.
- 1.14. Students: Any student who is registered in the Hashemite University to obtain an academic degree.
- 1.15. Disclosure Form: The request submitted by the creator to The Office in order to protect the Foreground IP in any country.
- 1.16. Revenues: The total revenues of utilizing the Foreground IP by one or more entity.
- 1.17. Net Revenues: The total revenues of utilizing the Foreground IP by one or more entity, including licensing fees, royalties and any other revenue of IP

commercialization activities to any other entity, after subtracting all the direct costs of IP asset management, protection and commercialization of IP.

- 1.18. Commercialization: Any form of economic utilization of the Foreground IP that may have economic benefit for the Hashemite University sooner or later, such forms include assignments, licensing, and internal utilization in the Hashemite University, or establishing startup/spinoff companies.
- 1.19. Creator: Any natural or legal person who contributed to the creation of the Foreground IP, the definition of the Creator also includes the inventor, innovator, author, or breeder.
- 1.20. Enabler: Any natural or legal person who conducted technical work that contributed to the creation of the Foreground IP, whereby this creation would not be done without this technical work.
- 1.21. Invention: Any inventive idea reached by an inventor, in any of the fields of technology, which is related to a product, or a process or a product application, or to a mix of all, which provides a practical solution to a particular problem in any of the said fields.
- 1.22. Inventor: Any natural or legal person who contributed to the creation of the invention.
- 1.23. Patent or Utility Model: The issued certificate to protect the invention exclusive rights granted by a competent authority in a country according to the applicable legislation in that country in relation to the utilization of the invention in that country.
- 1.24. Industrial Design: Any composition or arrangement of lines, which gives the product special appearance and appeal, whether by industry or handicraft, including textile designs.

- 1.25. Industrial Model: A design or a three-dimensional form, whether associated with lines or colors or not, which gives special appearance, that may be used for industry or handicraft.
- 1.26. Integrated Circuit: A product that has an electronic function and is comprised of a group of interrelated elements - at least one of which is an active element - such elements and interconnections are an integral part of a material body or over such a material body whether the product is a final product or at any stage of its production.
- 1.27. Integrated Circuit Design: Three dimensional array of the elements constituting the circuit forming the integrated circuit or specifically prepared for manufacturing the integrated circuit.
- 1.28. Trademark: Any visible sign used or to be used by any person to distinguish his goods, products or services from the goods, products or services of others.
- 1.29. Innovator: Individual(s) who contributed to the design of the Industrial model or design, or integrated circuit design.
- 1.30. Industrial Design Right: The right of protecting the industrial design by preventing third parties, without having the consent of the owner of that industrial design, from making, importing or selling articles bearing a design or embodying which is a copy, or substantially a copy, when such acts are undertaken for commercial purposes.
- 1.31. Industrial Model Right: The right of protecting the industrial model by preventing third parties, without having the consent of the owner of that industrial model, from making, importing or selling articles bearing a model or embodying which is a copy, or substantially a copy, when such acts are undertaken for commercial purposes.
- 1.32. Integrated Circuit Design Right: The right of protecting the Integrated Circuit Design by preventing third parties, without having the consent of the

owner of that Integrated Circuit Design, from reproducing the protected design in whole or in part whether incorporated in an integrated circuit or by any other means, importing, selling or distributing the protected design, when such acts are undertaken for commercial purposes.

1.33. Trademark Right: The right of exclusively using the mark by the owner and preventing third parties, without having his consent, from using his mark or using any similar or identical sign thereof if such use is liable to create confusion to the public, confusion may be created by using the same mark or a similar mark distinguishing goods or services similar to which the mark was registered.

1.34. Plant Variety: The hierarchy of the plants in the Plant Kingdom shall be from the grouping, to the rank, to the family, to the genus, to the species, to the variety. Variety: Any plant grouping within a single botanical taxon of the lowest known rank, irrespective of whether the conditions for the grant of the protection right are fully met, and is defined by the expression of the characteristics resulting from a genotype or combination of genotypes, distinguished from any other plant grouping by the expression of at least one of the said characteristics, and considered as one unit with regard to its suitability for being propagated without changing any of its characteristics.

1.35. Breeder: The person who bred, or discovered and developed, a new plant variety, or his successor in title.

1.36. Plant Variety Right: The legal right given to a Plant Variety after its registration, the right gives the Breeder or the Owner of the Plant Variety the right of preventing third parties, without having his consent, from doing the acts in respect of the propagating material of the protected variety for commercial use: Production or reproduction (multiplication), conditioning for the purpose of propagation, offering for sale, selling or other marketing activities, exporting, importing, stocking for any of the purposes mentioned in this paragraph.

- 1.37. Product: Literary products that are represented by words, and artistic products that address the aesthetic sense.
- 1.38. Author: Individual(s) who publishes the Product as being his, whether by using his name on the product, or through any other method, unless there was an evidence to otherwise.
- 1.39. Copyright and Publishing Right: The right of preventing third parties, without consent, from reproducing the Product in any form, translating, citing, converting, commercially leasing, whether the original copy or any other copy, as well as distributing, copying, importing copies thereof even if these copies were prepared with his consent, or transferring the Product to the public by any means.
- 1.40. Trade Secrets: Any information that is deemed secret in the sense that it is not generally known in its final form or its precise components, among or readily accessible to persons within the circles that normally deal with this kind of information in question, has commercial value because it is secret, and has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.
- 1.41. Genetic Resources: Any material of plant, animal, microbial or other origin containing functional units of heredity.
- 1.42. Intellectual Property Right: Patent, Utility Model, Industrial Design Right, Industrial Model Right, Integrated Circuit Design Right, Trademark Right, Plant Variety Right, Copyright or Publishing Right, Trade Secrets, or Genetic Resources.
- 1.43. Conflict of Interest: Any case in which any Employee prioritizes his personal interests or interests of any other party over the interests of the Hashemite University.
- 1.44. Patent Law: The applicable Jordanian Patent Law.

## **II. IP policy Goals and Principles**

2. The Institutional IP Policy for the Hashemite University the following goals:

- Motivating the Research Community to innovate, and to having positive effects for their innovations on the Jordanian community and the Hashemite University.
- Incentivizing and rewarding the innovative efforts of the Research Community through distributing the Revenues generated from utilizing the IP.
- Facilitating the access of the community to the technologies and Research Outputs and its Tangible Results through an efficient and effective knowledge transfer process.
- Identifying the system of dealing with the institutional IP, including the right of ownership and utilization.
- Helping the efforts of managing the research process in a sustainable manner.

3. The principles of the Institutional IP Policy for the Hashemite University include the following:

- Maintaining the mission of the Hashemite University in disseminating science and Scientific Research Outputs and its Tangible Results without effecting the ability of protecting the Foreground IP.
- Raising awareness among the Research Community about institutional IP.
- Achieving balance between the interests of the University, Research Community, industry, community, and funding bodies.

- Identifying the rights and duties of the University and the Research Community.
- Setting up a clear framework for technology transfer and IP commercialization with the aim of achieving a sustainable socio-economic development.

### **III. Scope of the policy**

4. This Policy applies to the Research Community in the University.
5. **Background IP of Research Community Members-** any member, once enrolled in the University, has to confidentially disclose to the Human Resources Department or the Registrar in the University any IP the member had contributed to in the last ten years in order to be excluded from the rights reserved for the University and its ownership remains for the member, unless the member continues developing it after enrolling in the Research Community.
6. **Foreground IP-** Foreground IP is considered as Institutional IP, and the Hashemite University reserves the ownership rights of Institutional IP. See paragraph (15) unless agreed upon otherwise.

### **IV. IP Management and Governance**

7. The IP committee has the authority of managing and disposing the Institutional IP.
8. **IP Committee-** The Council appoints the Chairman and members of the Committee for a period of one renewable year. The IP committee shall include five or seven members, including the chairman, appointed from inside or outside the Hashemite University. The Committee members shall have experience related to IP matters. The Committee has the following responsibilities:
  - Taking decisions related to filing, registering and maintaining IP Rights in suitable territories, and taking decisions related to payment of any fees for

maintaining or renewing the IP rights at least one month from the due date; and

- Submitting recommendations in order for the President to take decisions related to commercialization in coordination with the inventor.
- Submitting recommendations related to Conflict resolution to the President in case of potential Conflict of Interest upon the President's request.

9. The Committee meets periodically each month, or whenever needed.

10. The Office is established under the umbrella of the Deanship of Scientific Research at the Hashemite University.

11. Any individual in the Research Community has to disclose any Foreground IP he/she contributed to after enrolling in the Research Community through a Disclosure Form adopted by the Office.

12. The Office main activities include the following:

- Raising awareness among the Research Community about IP Rights and its issues;
- Reviewing the Research Outputs and its Tangible Results in the Hashemite University;
- Studying the disclosures submitted to the Office in order to assess their novelty, inventiveness, and industrial applicability;
- Studying the potential markets for the disclosures submitted to the Office;
- Studying the recent technologies and innovations in the field of disclosures submitted to the Office;
- Preparing assessment reports for each disclosure and sending such results to the Committee. The assessment reports include the types of IP

Rights that may be granted to each of the disclosures, as well as its potential markets and the costs of filing and registering the IP Rights;

- Assisting in drafting IP applications and preparing the legal documents required for filing and registering the IP rights in the competent authorities;
- Helping in Institutional IP asset management;
- Providing opinions about suitable means for commercialization, and assisting the Committee in preparing the recommendations for commercialization;
- Seeking for commercializing IP, including negotiations and preparing required documents;
- Building business relationships with the Research Community.
- Building business networks with the national and international industry; and
- Seeking to provide the Committee with all the required information that enables the Committee to perform its activities according to this Policy effectively.

13. The IPMO procedural operations include the following:

- The Creator submits a filled in Disclosure Form containing the Foreground IP to the Office, whether this Foreground IP is a result of scientific research that is solely conducted for the University, or a result of joint research, or any work resulted from using the university resources;
- The Creator declares that all information provided in the Disclosure Form are correct and that the Foreground IP is of his creation and no other individual has any contribution to this Foreground IP, other than those cited in the Disclosure Form.

- The Office assesses the novelty, inventiveness, and industrial applicability of the disclosures, and provides the assessment results to the Committee, wherein these results should include the types of IP Rights that can be protected and the commercial potential of these disclosures. The Office may seek assistance from external parties for the assessment according to agreements that can be prepared for this specific purpose;
- In case the Hashemite University is willing to protect the Foreground IP, the Office manages the issues related to the filing and the preparation of the required technical and legal documents. The Office may seek assistance from external parties for this issue according to agreements that can be prepared for this specific purpose;
- The Office notifies the Committee about any fees related to the maintenance of the pending applications or granted IP Rights at least two months from the due date of such fees. This notification should include information about the commercialization stage of the Institutional IP (potential licensee is present, already licensed, a spin-off is created or under creation, or a potential or actual investor is interested in the IP rights);
- Notwithstanding what is stated in the Patent Law, all disclosures submitted to the Office are deemed confidential and should not be unduly disclosed by inventor before filing applications for IP protection before the competent authorities.

14. The Disclosure Form adopted by the Office shall include the following information:

- Proposed title of innovation in case the Foreground IP relates to a Patent, Utility Model, Industrial Design, or Industrial Model;
- The Full names of all Creators and Enablers in Arabic and English as per their official documents, in addition to their work places, email addresses,

and the percentage of each of them for the distribution of the Net Revenues; the percentages should reflect the intellectual contribution of each of them;

- A summary of the Foreground IP containing the novel and inventive aspects of the technology;
- A detailed scientific description of the Foreground IP, in case it relates to an invention, accompanied by the necessary drawings;
- A list of patents, scientific articles, and commercial products related to the field of the Foreground IP, while identifying all the similarities and differences; and
- A list of all publications related to the Foreground IP and identifying their corresponding publication date.
- Any other provisions that the Office deems appropriate, including the dispute resolution means.

## **V. Ownership rights and rights of use**

15. The Hashemite University reserves its ownership rights of all Institutional IP.

16. Any member of the research community has to duly assign all the Institutional IP Rights to the Hashemite University prior to engaging in institutional work with potential valuable research outcomes.

17. Any further amendment, development, or improvement on any existing Background IP done with the substantial use of the Hashemite University Infrastructure, whether this Background IP is already owned by the Hashemite University or not, is considered as Foreground IP and is owned by the Hashemite University.

18. The Hashemite University reserves its whole rights in all Institutional IP created by any individual in the Research Community since it relates to the activities of the Hashemite University and since that individual used in order to reach the innovation the Hashemite University's expertise, activities, information, tools or materials placed at his/her disposal, unless otherwise agreed upon in written form on a case-by-case basis.

19. In cases where the IP created by an individual in the Research Community does not lie within the scope of his/her work or study, and the conditions stated in paragraph (18) above do not apply, this individual may submit a written request to the President asking for an exception from the commitments set forth in paragraph (18) above. The written request should be accompanied by details about the created IP and a proof that the created IP does not relate to the Hashemite University's activities and that he/she did not use the Hashemite University's expertise, activities, information, tools or materials placed at his/her disposal. The President decides on that written request, and may refrain from claiming that IP in a limited scope to the details described in the written request.

20. Students have the rights in ownership of IP Rights in any of the following cases:

- If the IP is not created as a result of Substantial use of the Hashemite University's resources or Infrastructure, or if no services, other than those being offered for Students, were used for the creation of the IP;
- If the created IP does not form a part, either directly or indirectly, of any other Institutional IP created by a team formed by individual(s) from the Research Community that includes those Students; and
- If the created IP is not generated from a project for the Hashemite University within the teaching process, or a funded project through or by the Hashemite University.

21. In case the Student to whom conditions set forth in paragraph (20) applies or any other entity wills to assign IP to the Hashemite University, the assigned IP

becomes an Institutional IP, thus all conditions set forth in this Policy apply, except for the conditions set forth in paragraph (38) below.

22. The Hashemite University reserves the moral rights of Creators by citing their names as Inventors, Innovators, Breeders, or Authors on IP protection applications to be submitted to the competent authorities.
23. Any individual in the Research Community may use any Background IP, if owned by the Hashemite University, for scientific research and development and teaching purposes only, but he/she does not have the rights of use for any other purpose without having the Office's recommendation and a written approval form the President.

## **VI. Copyrights**

24. The Hashemite University reserves its rights in owning copyrights and publication rights of artistic or literary works resulting from Scientific Research Outputs and its Tangible Results when the Scientific Research is fully or partially funded by the Hashemite University.
25. The Hashemite University reserves its rights in owning copyrights and publication rights of artistic or literary works created by any external entity appointed to do this kind of works.
26. The Hashemite University owns the Rights of translating any Product if it is being supported or funded by the Hashemite University.
27. Curricula, scholar works and course materials together with their contents are considered as Institutional IP unless they contradict with other policies.

## **VII. Publication, non-disclosure, and Trade secrets**

28. All disclosures submitted to the Office are confidential, and should not be disclosed to any other entity without any compelling or legally binding condition.

29. the Hashemite University commits to publish research results and/or file IP protection applications resulting from co-owned research project or funded by the industry or any other entity according to specific agreements that govern this issue.

30. Creators should declare, when submitting a Disclosure Form, that they would not publish the Foreground IP before the expiry of 36 months from the date of submission, unless otherwise notified by the Office in written form in order to maintain the novelty of the Foreground IP.

31. Creators should commit, if the Foreground IP is Trade Secrets, not to publish these secrets or disclose them to third parties, and the Office should help Creators to document this Foreground IP and take the necessary measures to maintain its secrecy.

## **VIII. Research contracts and co-owned IP**

32. **Funded Research-** In case the scientific research is fully or partially funded by an external party, the rights of the Hashemite University and this external party in any IP or publication, as well as the duties of each of them pertaining to IP Rights management of Background and Foreground IP - from access and use of the Background IP to filing, IP commercialization and maintenance of Foreground IP should be agreed upon in the funding contract. Also, the case of refrainment from filing and registration should be tackled.

33. **Contractual Research-** the Hashemite University may agree with any individual or entity to conduct activities related to scientific research that does not come from the Hashemite University or even the Research Community. In the case of contractual research, the individual or entity bears the costs of this contractual scientific research activities set by the presidency of the Hashemite University or its subsidiaries after consulting the IP Committee. Costs may encompass the total spending for the research, and incentives for the research team. In that case, the IP should be owned by the contacting individual or entity, unless otherwise agreed upon in the research contract.

34. The Hashemite University commits to maintain the confidentiality of research results owned by external entities for a period of 24 months.
35. **Joint Research-** In case of co-owned research, the rights and duties of the Hashemite University and the external party should be determined according to previously signed agreements. Limiting publications in cases where publication has negative effects on IP protection, as well as refraining from continuing the research or supporting the filing, registration, and maintenance of IP rights should be tackled in these agreements.
36. IP in case of co-owned research **results**, the **IPR management rules should be agreed prior of undertaking, including** percentages of utilizing Foreground IP - based on the level of support provided by each institution in addition to the direct costs of managing, protecting, and commercializing IP assets, unless otherwise agreed upon in written format.

## **IX. Determination of Institutional IP and Re-assignment**

37. All individuals in the Research Community should disclose to the Office any IP he/she contributed to after enrolling in the Research Community by means of the Disclosure Form.
38. The **IP Committee** has the right of assigning the Institutional IP Rights to Creators unless there is any previous commitments towards any external party that supported the research. This is in the case the Committee notified the Creators that the Hashemite University would not seek for protecting the IP, and in this case the Hashemite University has the right of claiming 5% of the Net Revenues generated from utilizing the IP by the Inventor, Innovator, Breeder, or any other external entity. Also, the Hashemite University has the right of obtaining non-exclusive royalty-free license. This royalty-free license shall not be used for commercial purposes or cross-licensing to any other external party.

39. Conditions set forth in paragraph (38) also applies when the Hashemite University is not willing to maintain or renew the Institutional IP Rights.

40. The Author has the right of obtaining 5% of copies of the Product, with a maximum of 100 copies.

## X. Institutional IP Commercialization

41. The Hashemite university has the right to take any legal action to exploit any institutional IP or allow its exploitation for the benefit of any other entity, partially or fully, with or without remuneration.

42. Generally speaking, the priority for licensing or assigning Institutional IP goes for national institutions or organizations.

43. The Hashemite University seeks for commercializing Institutional IP when the commercialization activities are of value to the Hashemite University or the community, or when there are agreements that imply commercialization of Institutional IP.

44. The Hashemite University seeks for commercializing Institutional IP through partnerships by searching the markets of the Institutional IP and identifying the potential commercialization entities, as well as negotiating with the potential licensees, developing business plans, negotiating the suitable licensing agreements and monitoring the performance.

45. **Spin-Off Creation-** In case the Creator is willing to utilize any Institutional IP, the Hashemite University grants the Creator a license to utilize this Institutional IP by an agreement specifically prepared and signed for this purpose.

## XI. Incentives and Revenue Sharing

46. After assigning the Institutional IP Rights to the Hashemite University, the Hashemite University commits to transfer 60% of the Net Revenues to the Creators and Enablers, if any, who are named in the Disclosure Form according to the

percentages indicated on such Disclosure Form after reimbursing the direct costs of managing, protecting, and commercializing Institutional IP assets.

47. In addition to paragraph (46) above, the Hashemite University commits to transfer 10% of the Net Revenues to support scientific research in the department of the Creators after reimbursing the direct costs of managing, protecting, and commercializing Institutional IP assets.
48. In addition to paragraphs (46) and (47) above, the Hashemite University commits to transfer 10% of the Net Revenues to support scientific research in the Hashemite University in general after reimbursing the direct costs of managing, protecting, and commercializing Institutional IP assets.
49. In addition to paragraphs (46), (47) and (48) above, the Hashemite University commits to transfer 20% of the Net Revenues to the Office budget after reimbursing the direct costs of managing, protecting, and commercializing Institutional IP assets.
50. The transfer of Net Revenues as set forth in paragraphs (46), (47), (48) and (49) above is done at the end of the fiscal year during which the Net Revenues are received by the Hashemite University.
51. In case of co-owned Institutional IP, the distribution of Net Revenues as set forth in paragraphs (46), (47), (48) and (49) above is done according to the percentage of the Hashemite University's share of the Net Revenues.
52. If the Institutional IP is created by more than one Creator or Enabler, their shares of the Net Revenues are considered equal, unless otherwise stated in the Disclosure Form. Each of the Creators and/or Enablers has the right of assigning his shares of the Net Revenues to any other Creators and/or Enablers named in the Disclosure Form.
53. The Hashemite University has the right of holding the distribution of Net Revenues generated from the Institutional IP in case of litigation till it is being solved. In this

case, the Hashemite University commits to distribute the Net Revenues to any party retroactively after officially receiving the final decision from the competent court.

## **XII. Conflict of Interest**

54. In case of potential Conflict of Interest due to their intention to engaging in activities outside the Hashemite University, Employees should submit a written request to the President in order to obtain his/her approval to do these activities.
55. The president shall consult the IP Committee on potential Conflict of Interest cases and take the appropriate legal action.

## **XIII. Dispute**

56. In the event of any dispute or conflict arising from any party of the research community, the university regulations shall be applied.
57. Taking into account Article 58, the dispute or conflict should be resolved by Jordanian Arbitration Law.
58. The president decides on the scenarios and/or cases not addressed by this Policy.

## **XIV. Amendments**

59. This policy is periodically reviewed and amended every two academic years to be in line with the Hashemite University's mission and goals.