Intellectual Property Rights Protection Instructions

ترجمة عن تعليمات حماية حقوق الملكية الفكرية والتي تم إقرارها بتاريخ 12-2-2026

The Hashemite University

Department of Councils Secretariat Date: February 12, 2026

Ref: AM/2600301/10/13/16

To: Honorable Dean / Acting Dean

Greetings,

I would like to inform you of the decision made by the Council of Deans in its meeting No. (10-2025/2026) held on February 3, 2026, which includes:

Decision No. (297/10/2025-2026): Approval of the **"Intellectual Property Rights Protection Instructions at The Hashemite University No. (2) of 2026"** in the attached form and according to the proper procedures.

Please accept our highest respect.

Prof. Khaled Al-Hayari

President of the University / Chairman of the Council of Deans

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Instructions No. (2) of 2026

Intellectual Property Rights Protection Instructions at The Hashemite University

Issued by Decision of the Council of Deans No. (297/10/2025/2026) dated Feb 3, 2026

Article (1): These instructions shall be named "Intellectual Property Rights Protection Instructions at The Hashemite University" and shall be effective as of the date of issuance.

Article (2): Definitions The following terms, wherever mentioned in these instructions, shall have the meanings assigned to them below unless the context indicates otherwise:

- **University:** The Hashemite University.
- **President:** The President of the University.
- **Deanship:** The Deanship of Scientific Research.
- **Department:** The Department of Intellectual Property and Technology Transfer at the Deanship of Scientific Research.
- **Council:** The Scientific Research Council.
- **Committee:** The Scientific Research Support Committee.
- **Office:** The external intellectual property registration and deposit office, specialized in technical and legal fields, accredited by the University through specific agreements.
- **Creator:** The natural or legal person(s) who contributed to creating new institutional IP through an invention, design, industrial model, integrated circuit design, or an author who publishes a work attributed to them, or someone who bred, discovered, or developed a new plant variety.
- **Assistant:** The natural or legal person(s) who performed technical work that contributed to the creation of new institutional IP, which could not have been achieved without their work.
- **Research Community:** All those to whom this policy applies, including faculty members, employees, administrators, students, visiting professors, consultants,

and any natural or legal person participating in the research process or using University resources and infrastructure.

- **Intellectual Property (IP):** Creations of the mind, including inventions, technologies, developments, materials, compounds, processes, literary and artistic works, designs, logos, names, images, computer programs, and genetic materials.
- **Institutional Intellectual Property:** Creations of the mind and research outputs resulting from the use of University resources.
- **Intellectual Property Rights:** Legal rights granted to the owner of a creation, innovation, or work, ensuring their right to use, exploit, or benefit financially from it, including patents, utility models, trademarks, trade secrets, industrial designs, copyrights, and plant variety rights.
- **Background Intellectual Property:** IP (whether owned by the University or not) that was exploited or used to reach the new institutional IP.
- **New Institutional Intellectual Property:** IP created through substantial use of University resources and infrastructure and/or tangible scientific research outputs.
- **Tangible Research Outputs:** Results, discoveries, conclusions, recommendations, and scientific papers emerging from the research process at the University.
- **Substantial Use of University Resources:** Using any University property or infrastructure in a way that leads to the creation or development of IP that would not have occurred without such use.
- **Disclosure Form:** The application submitted by the Creator to the Department to protect new institutional IP with competent authorities.
- **Invention:** Any creative idea reached by an inventor in any technical field related to a product, process, or a new application thereof, leading to a practical solution for a specific problem.
- **Patent or Utility Model:** The certificate granted to protect an invention, providing exclusive rights to exploit that invention within a specific country.
- **Industrial Drawing:** Any composition or arrangement of lines that gives a product an aesthetic appeal or a special shape.
- **Industrial Model:** Any three-dimensional design or shape, whether associated with lines or colors, that gives a special appearance usable for industrial or craft purposes.

- **Integrated Circuit:** A product performing an electronic function consisting of connected elements (at least one being active) within or on a physical body.
- **Integrated Circuit Design:** The three-dimensional arrangement of the elements of an integrated circuit intended for manufacturing.
- **Trademark:** Any visible sign used to distinguish goods or services of one person from those of others.
- **Industrial Drawing/Model Rights:** The right to prevent third parties from copying, importing, or selling products carrying the protected drawing or model for commercial purposes without consent.
- **Integrated Circuit Design Right:** The right to prevent third parties from reproducing, importing, or selling the design or any circuit incorporating it for commercial purposes.
- **Trademark Right:** The exclusive right for the owner to use the mark and prevent others from using identical or confusingly similar marks.
- **Plant Variety:** A plant grouping within a single botanical taxon of the lowest known rank, characterized by specific genetic traits.
- **Plant Variety Right:** The legal right to prevent third parties from producing, propagating, or marketing the reproductive material of the protected variety.
- **Work (Musannaf):** Literary works expressed in words and artistic works that appeal to aesthetic sense.
- **Copyright and Publication Right:** The right to prevent third parties from reproducing, translating, adapting, renting, or distributing the work without consent.
- **Trade Secrets:** Information that is secret, not easily accessible, has commercial value due to its secrecy, and has been subject to reasonable measures to keep it confidential.
- **Genetic Materials:** Materials of plant, animal, microbial, or other origin containing functional units of heredity.
- **Commercialization (Tatjeer):** Economic exploitation of IP through assignment, licensing, internal use, or establishing spin-off companies.
- **Revenues:** Total income derived from exploiting institutional IP.

- **Net Revenues:** Total revenues minus all direct costs related to management, protection, and commercialization of the IP.
- **Conflict of Commitment:** When a researcher's external work occurs at the expense of their University responsibilities.
- **Conflict of Interest:** Any situation where an employee prioritizes personal interests or the interests of another party over those of the University.

Article (3): Scope and Usage

- **A.** These instructions regulate intellectual property rights resulting from academic and research creative activities within the **University**. This includes innovations produced within the context and scope of work at the University or through the use of its resources, equipment, laboratories, software, expertise, works, information, tools, or materials placed at the individual's disposal. It also covers the exploitation of official working hours to produce and develop intellectual or research innovations by creators within the **Research Community**, as well as creative and research works by students, and research supported from outside the University under funding agreements concluded with supporting entities, in order to protect the rights of the University, the research community, and the supporting parties.
- **B.** In all cases, the **University** maintains the right to use **Institutional Intellectual Property** for education, program development, and scientific research. The University also has the right to exploit Institutional Intellectual Property, or allow its partial or total exploitation by another party—whether for a fee or free of charge—which must be stipulated in all contracts concluded for marketing, licensing, commercialization (**Tatjeer**), or waiver of said property.

Article (4): Disclosure and Support Request

The Creator shall submit a "Disclosure and Intellectual Property Support Request Form" to the Department, containing the following:

1. **Proposed Title:** If the IP relates to an invention, utility model, industrial design, or drawing.
2. **Contributor Details:** Full names (quadruple) of all creators and assistants in both Arabic and English, their workplaces, and email addresses, specifying the net revenue distribution percentages reflecting their general intellectual contribution.

3. **Summary:** A brief overview of the new institutional IP highlighting its elements of excellence and innovation.
4. **Scientific Description:** A detailed technical description for inventions, including necessary explanatory drawings.
5. **Comparative List:** A list of patents, scientific papers, and commercial products known to the creators within the same field, stating similarities, differences, and any Background IP.
6. **Publication History:** A list of published scientific research related to the new institutional IP and their publication dates.

Article (5): Review Process

- **A.** The Department audits applications and presents them to the Council within (30) days of receipt.
- **B.** The Council reviews applications and recommends either forwarding them to the Office for procedures or returning them for clarifications.
- **C.** The Council reviews evaluation results from the Office and provides recommendations to the Scientific Research Support Committee within (30) days of receipt.

Article (6): Powers of the Scientific Research Support Committee

The Committee has the authority to:

1. Decide whether to proceed with protection based on the Office's evaluation and notify the creator in writing within (60) days.
2. Approve IP protection, commercialization, and the payment of maintenance or renewal fees.
3. Decide on filing, registration, and maintenance strategies in relevant countries as advised by the Office.
4. Reject protection or marketing if it conflicts with University or public interests, notifying creators in writing.
5. Recommend commercialization decisions to the President.

6. Provide recommendations to the President—upon request—in cases involving potential conflicts of interest.

Article (7): Duties of the External Office

The **Office** shall perform the following tasks and procedures:

1. Study the disclosures submitted to it to evaluate them in terms of seriousness, innovation, and applicability.
2. Study the potential markets for the disclosures submitted to it.
3. Study modern technologies and innovations in the field of the disclosures submitted to it.
4. Prepare evaluation reports for each disclosure submitted, including the types of intellectual property rights each disclosure may receive, as well as potential markets and the costs of filing, registration, and protection, and provide these to the **Department**.
5. Assist in drafting the necessary documents for filing and registering protection requests with the competent authorities and prepare the legal documents required for that purpose.
6. Assist in managing **Institutional Intellectual Property** assets.
7. Provide opinions on the appropriate mechanisms for commercialization (**Tanjeer**) and assist the **Department** in preparing recommendations related to commercialization.
8. Pursue the commercialization of the intellectual property, including negotiations and the preparation of legal documents.
9. Manage affairs related to the registration process and prepare the necessary technical and legal documents.
10. Inform the **Department** in writing of the fees due for the filed or granted **Institutional Intellectual Property**, or for its renewal before the due date, and the stage it has reached.
11. The **Department** and the **Office** shall work together to implement agreements related to intellectual property and technology transfer.

Article (8): Confidentiality and Accuracy

A. All disclosure requests submitted for depositing new institutional intellectual property shall be considered confidential. The creator must commit not to disclose them except to the Department, and must affirm that all information in the disclosure request is accurate and that the intellectual property is his/her own creation or jointly with others, and commit to providing all required drawings and documents during evaluation and registration stages.

B. Upon submitting the disclosure form, the creator undertakes not to publish the new institutional intellectual property before thirty-six (36) months have elapsed from the date of submission, unless notified in writing by the Department that publication is permitted, in order to preserve the novelty of the University's new institutional intellectual property and respect its publication policy while maintaining sensitive data confidentiality.

Article (9): Publication Restrictions

- The creator has the right, after prior approval from the University, to attribute the work to himself/herself and publish it in scientific journals, and to submit its results for scientific awards, provided that the University's intellectual property rights are not infringed. The creator is entitled to receive a number of printed copies equal to five percent (5%) of the total, up to a maximum of 100 copies, if the institutional intellectual property consists of literary works.

Article (10): Ownership of Research Outputs

- **A.** The University owns the copyright and publishing rights of research outputs from artistic, cultural, social, or aesthetic works resulting from projects fully or partially funded by the University or through it.
- **B.** The University owns the copyright and publishing rights of research outputs from artistic, cultural, social, or aesthetic works produced by any internal or external entity appointed to perform this function.
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Article (11): External Collaborations

- **A.** The University is committed to publishing research results or filing applications to protect intellectual property arising from research or joint projects supported by industry or any external entity, under special agreements prepared for this purpose.

- **B.** The University is committed to maintaining the confidentiality of research results owned by external parties.

Article (12): External Funding

In cases where scientific research or creative projects are fully or partially funded by an external entity, prior agreement shall be made regarding the rights of the University and the supporting entity in any intellectual property, and the obligations of each concerning creation, registration, and maintenance of intellectual property rights. Provisions shall also be made in advance to address any refusal by a party to support deposit or registration.

Article (13): Individual Contracts

The University has the right to contract with any natural or legal person to perform research-related work whose ideas did not originate within the University or its community. In such cases, that person shall bear fees determined by the University or centers according to its instructions and based on the opinion of the Creativity Committee. These fees shall exceed the costs associated with conducting the research. In such cases, the intellectual property shall belong to the contracted person unless otherwise agreed in writing.

Article (14): Institutional Cooperation

- **A.** In cases of institutional cooperation, shares related to the exploitation of intellectual property shall generally be determined according to the proportion of support provided by each institution for conducting the research, in addition to direct costs related to managing, protecting, and commercializing intellectual property assets, unless otherwise agreed.
- **B.** The rights and obligations of the University and any external entity in joint research shall be determined under prior agreements, with provisions made in advance to address any refusal by a party to continue the research or support deposit and registration.

Article (15): Distribution of Net Revenues

A. Net revenues generated from the commercialization of **New Institutional Intellectual Property** shall be distributed as follows:

1. **(60%)** to the **Creator** and the **Assistant**.
2. **(40%)** to the **University**. This distribution applies if the New Institutional Intellectual Property resulted from research supported by the University, or through the substantial use of the University's infrastructure and resources.

B. The shares of the **Creators** and **Assistants** from the net revenues shall be divided among them equally, unless there is a prior written agreement between them specifying different percentages for each of them.

C. Net revenues are distributed annually at the end of the fiscal year in which they were collected.

Article (16): Cost Recovery

The following shall be carried out before the distribution of net revenues according to Article (10):

1. Recovery of all direct costs related to the management, protection, and commercialization of intellectual property assets.
2. Deduction of shares belonging to any third party, such as research institutions or granting agencies, according to the percentage of support provided by them and in accordance with the agreements concluded with them.

Article (17): Creator Responsibility

- **A.** The **Creator** and the **Assistant** bear full responsibility for ensuring the accuracy of their banking information provided to the **University** for the transfer of their shares of the net revenues. The **University** shall retain the shares of the **Creator** and the **Assistant** from the net revenues of the **Institutional Intellectual Property** as a precaution for a maximum period of **(three years)**, after which all rights of the **Creator** to claim them shall lapse.
- **B.** The **University** shall not bear any obligation or responsibility in the event that the share of the **Creator** or the **Assistant** is transferred to an incorrect bank account due to the inaccuracy of the banking information provided to it. The transfer shall be considered as having been made to the account of the **Creator** or the **Assistant** correctly.

Article (18): Commercialization Strategy

A. The **University**, in participation with the **Creator** and by seeking guidance from the **Office's** opinion, shall determine the most appropriate strategy for the commercialization (**Tanjeer**) of the **Institutional Intellectual Property** within a period not exceeding **(6) months** from the date the decision to file or protect it was issued.

B. The **University** shall seek to commercialize the **Institutional Intellectual Property**:

1. When there is an economic or social benefit for the **University**, or when there are agreements that mandate its commercialization.
2. Through research in the markets of the field to which the **Institutional Intellectual Property** belongs, identifying potential parties for commercialization, discussing with potential licensees, and developing work plans and negotiating appropriate licensing agreements and monitoring work progress.
3. Priority shall generally be given to granting licenses to exploit the **Institutional Intellectual Property** or waiving it to national institutions and establishments.

Article (19): Waiver of Rights

- **A.** The **University** has the right to waive the **Institutional Intellectual Property** rights to the **Creator** so that they become the property of the **Creator**, provided that there are no prior obligations toward any external party that performed or participated in supporting the research. This occurs if the **Department** notifies the **Creator** in writing that the **University** will not seek to register the Intellectual Property reported to it. In that case, the **University** has the right to claim **5% of the net revenues** resulting from the exploitation of this Intellectual Property by the **Creator** or any external party. The **University** also has the right to demand a non-exclusive license without charge for that Intellectual Property, provided that the goal of that license is not commercial exploitation or partial or total licensing to any party outside the University's borders.
- **B.** The provisions of paragraph (**A**) also apply in the event that the **University** lacks the desire to maintain or renew the **Institutional Intellectual Property** rights.

Article (20): Modifications and Usage

- **A.** Any modification, development, or addition to **Background Intellectual Property** using **University** resources and infrastructure in a tangible way—whether the **Background Intellectual Property** was owned by the **University** or not—shall be considered **New Institutional Intellectual Property** owned by the **University**.
- **B.** Any member of the **Research Community** has the right to use the **Background Intellectual Property** owned by the **University** for the purposes of scientific research, development, and teaching only. They are not permitted to use it for any other purpose without obtaining prior written approval from the **President**, based on a recommendation from the **Department** and a proposal from the **Office**.

Article (21): Conflict of Interest

A. Creators must give priority to the interests of the **University** over their personal interests or the interests of other parties. They must clarify and explain their duties and responsibilities toward external parties and ensure that any agreements signed with them do not conflict with these instructions.

B. Employees must, in the event of any potential conflict of interest as a result of their intention to perform work outside the **University**, submit a written request to the **President** to allow them to perform this work.

C. The **University** has the right to take appropriate legal measures against anyone who performs work that conflicts with the interests of the **University.**

Article (22): Dispute Resolution

- **A.** In the event of a dispute between participating researchers regarding the percentage of each of their contributions to the **Institutional Intellectual Property**, the **University** shall form a committee to resolve the dispute consisting of representatives from the Legal Affairs, the Deanship of Scientific Research, and an expert in the field of specialization, and the policies, regulations, and instructions in force at the **University** shall be applied.
- **B.** In the event that disputes are not resolved amicably within the **University**, recourse shall be made to the **Jordanian Judiciary**. In this case, the **University** has the right to stop the distribution of net revenues for the **Institutional Intellectual Property** that is subject to a judicial dispute until it is decided upon by a final ruling.

The **University** is committed to distributing any revenue to any party with retroactive effect after receiving the final ruling officially.

Article (23): Penalties

Violations of these instructions are subject to disciplinary measures according to the University's Faculty Bylaws.

Article (24): These instructions are consistent with the policies of the Ministry of Higher Education and the various laws for the protection of industrial property and scientific research, as well as the Copyright Protection Law and the relevant laws in force in the Hashemite Kingdom of Jordan. In the event of a conflict, the provisions of those laws shall apply.

Article (25): These instructions supersede any other instructions or decisions that conflict with their provisions.

Article (26): The Council of Deans shall decide on cases for which no provision is made in these instructions, provided that they do not conflict with the laws mentioned in Article (24) of these instructions.