

مركز الابتكار وريادة الأعمال

Center For Innovation and Entrepreneurship

IMSIU Intellectual Property Policies

Based on Clause 11 of Article (20) of the system of the Council of Higher Education and Universities (Resolution No. 37-6-1443 AH).

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Article I: Definitions

The following phrases and terms—whenever mentioned in this policy—shall have the meanings assigned to them, unless the context requires otherwise.

Policy: Wherever mentioned in the provisions below; it refers to the university's Intellectual Property Policy.

Ministry: Ministry of Education.

University: Imam Mohammad Ibn Saud Islamic University (IMSIU).

The System: Universities System issued by Royal Decree No. (M/27) dated 1/10/2019.

Innovation and Entrepreneurship Center: The entity that oversees all aspects of intellectual property proposed by this policy, through the Intellectual Property Office/Department at the center. When referring to the approval or rejection of the Intellectual Property Office/Department in the document; it means the approval or rejection of the Innovation and Entrepreneurship Center.

Center: Innovation and Entrepreneurship Center.

Intellectual Property Office/Department: The unit affiliated with the Innovation and Entrepreneurship Center, responsible for all matters related to intellectual property at the university, through the management and organization of intellectual property in accordance with this policy, including the following:

- 1. Implementing and following up the intellectual property policy of the university, and carrying out the work mentioned therein.
- 2. Intellectual Property Documentation, and maintaining its own records, which are reached under the provisions of this policy.

 Updating the intellectual property policy of the university in accordance with the new regulations and guidelines.
Office: Intellectual Property Office/Department.

Department: Intellectual Property Office/Department.

Faculty Member: Individuals who are employed by the university as faculty members, and their likes, whether they are Saudis or non-Saudis, either through appointment or contractual agreement.

Employee: Anyone who holds a public civil position at the university, or exercises its functions, regardless of the nature of their work or job title, either through appointment or through permanent or temporary contractual agreement.

Student: Any student enrolled in the University, including graduate students, and those registered in courses accredited by the University.

University Staff: A term that includes a faculty member, an employee, and a student.

Visiting Professor: It means non-University staff of visiting professors, assistant professors, assistants, lecturers, researchers, and scientists who work with the University under a research cooperation contract.

Partner: Any entity that enters into a partnership with the University.

Partnership: Any arrangement whereby the university collaborates with any entity or entities to jointly conduct research projects, development, or other creative projects, financially supported by them, and executed collaboratively.

Beneficiary: An individual who receives financial assistance from the university to support research activities, continuation of education, or

for any other purpose, according to any agreement that does not specify defined outcomes.

Intellectual Property: The creative outputs of the human mind, which include, but are not limited to, inventions, copyright, trademarks, publication rights, drawings, designs, models, specifications, concepts, processes, techniques, databases, trade names, plant varieties, trade secrets, among others.

Invention: An idea developed by the inventor that results in a solution to a specific problem in the field of technology.

Patent: A protective document granted by government patent offices in the country where it is registered, to the inventor of an invention, for a specified duration.

Trademark: It is all that takes a distinctive form, including names, words, signatures, letters, symbols, numbers, titles, seals, drawings, pictures, inscriptions, packaging, visual elements, shapes, color, color group, or a combination thereof, or any sign, or a group of signs, if they are used or intended to be used to distinguish the goods or services of an establishment, from the goods or services of other establishments, or to indicate the performance of a service, or to conduct monitoring or inspection of goods or services. Marks for sound or smell may be considered a trademark.

Industrial models: The combination of lines, two-dimensional colors, or a three-dimensional shape that gives any industrial product, or a product of traditional crafts, a special appearance, provided that it is not merely for a functional or technical purpose, including textile designs.

Trade secrets: Any information characterized by the following:

- 1. If it is not generally known in its final form, or in any of its specific components, and is difficult to obtain among those who typically deal with this type of information.
- 2. If it is of real or potential commercial value, given that it is confidential.
- 3. If the right holder subjects it to reasonable measures, appropriate to its nature and the surrounding circumstances, to preserve its confidentiality.

Protection Document: The document granted by the competent authority in the country for a subject of protection, which may be a patent, a design certificate, a plant patent, or an industrial model certificate.

Inventor: The person who came up with the invention, whether individually or in collaboration with others.

Work: It refers to the original literary, scientific, or artistic production, regardless of its type, significance, manner of expression, or purpose of creation.

Author: Any creator who has created through their effort, any literary, artistic, or scientific work, such as a writer, poet, painter, musician, or other artists, according to the form in which the expression is manifested.

Copyright: A set of moral and material interests that are granted to a person due to their ownership of the work.

International Application: An application for a patent that has been submitted (filed) under the provisions of the Patent Cooperation Treaty PCT Patent Cooperation Treaty (PCT): A treaty administered by the World Intellectual Property Organization (WIPO) that has been in effect in the Kingdom of Saudi Arabia since August 3, 2013.

Previous Intellectual Property: It refers to intellectual property rights that may be related to any agreement, resulting from the following:

- A- Prior to the effective date of the agreement in which the University is a party and owned or controlled by another party and/or any of its affiliates.
- B- Or resulting from independent activities by another party and/or its affiliates, outside the scope of the agreements in which the university is a party.

Funding: It refers to all financial and non-financial resources received by the university, whether from the government, its own resources, or through any external funding source.

Funding Agreement: It refers to any contract, grant, or cooperation agreement made between the university and another party to finance a specific project, or projects aimed at conducting research or creative work, from which intellectual property assets are expected to arise.

Commercial Exploitation: It refers to the commercial benefit derived from the exclusive rights granted under intellectual property regulations.

Intellectual Property Advisory Council: The council established by a decision from the university president to carry out various tasks based on rules and procedures proposed by the Intellectual Property Office/Department at the center.

Research Tangible Property: All physical or tangible items produced in the context of research projects or other projects supported by or in which the university participates, including but not limited to: biological materials, engineering drawings, computer programs, integrated circuit chips, computer databases, device prototypes, circuit diagrams, and equipment.

Disclosure: It refers to the revealing and transferring of information related to intellectual property of other parties, including but not limited to: disclosure in written or verbal form, communication via email, publication on social media or blogs, disclosure in a news report, press release, interview, or publication in a journal, summary, report, presentation at a conference, or showcasing the invention or the industrial application of the invention at a trade fair.

Disclosure Forms: These are the forms prepared by the Intellectual Property Office/Department at the Innovation and Entrepreneurship Center of the University for the purpose of written disclosure of intellectual property, according to the manual forms or electronic methods specified by it.

Total Intellectual Property Revenue: It refers to all revenues received by the university from the commercialization of intellectual property, prior to the recovery of the intellectual property expenses incurred by the university.

Intellectual Property Expenses: It refers to all expenditures incurred by the university through the expenses submitted by the Intellectual Property Office/Department at the center.

Non-Exclusive License: A license that grants the licensee the right to exploit intellectual property rights, while not preventing the licensor from granting the same rights to others, under certain conditions agreed upon by both parties.

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Exclusive License: A license that grants the licensee the right to exploit intellectual property rights, while preventing the licensor from granting the same rights to others, under certain conditions agreed upon by both parties.

Revenues: Payments received for the use of intellectual rights or the right to use them, which include copyright, patents, designs, industrial secrets, trademarks and trade names, knowledge, trade secrets, businesses, goodwill, and payments received for information related to industrial, commercial, or scientific expertise, or for granting the right to exploit them.

Technology Transfer Office: A department responsible for managing intellectual property assets and transferring knowledge and technology to the industrial sector.

Article 2: Principles, Scope and Objectives of the Policy

First: Policy Principles:

- 1. This policy shall comply with the relevant regulations and laws applicable in the Kingdom of Saudi Arabia.
- 2. This policy shall not conflict with the treaties and international agreements to which the Kingdom is a member.
- 3. Taking effective and necessary measures to protect the university's intellectual property rights.
- 4. Supporting and enabling innovations and their exploitation.
- 5. Supporting and achieving the goals outlined in the university's plan, and working to enhance its academic, research, and community standing.
- 6. Considering and upholding the intellectual property rights of other entities.

Second: Policy Objectives:

- 1. Forming a clear vision for the university and its partners regarding who owns the intellectual output of the joint collaboration, the economic and commercial rights resulting from it, and who controls them.
- 2. Acquiring and transferring technology to stimulate the creation of new companies and create knowledge-based economic opportunities.
- 3. Establishing frameworks and general rules that the university follows in formulating its policies.
- 4. Raising awareness of national laws and regulations related to the protection and enforcement of intellectual property rights.
- 5. Protecting the intellectual property rights of the university, its staff, and those associated with it.
- 6. Enhancing scientific research and technical development, and motivating researchers by providing a supportive environment for the production of intellectual property.
- 7. Protecting the university from intentional or unintentional violations of the intellectual property rights of others, preventing legal issues, the financial repercussions thereof, and the university's reputation with other entities.

Third: Scope of the Policy:

- 1. This policy is applicable in the University.
- 2. This policy applies to all research and development activities funded by the university's own resources, allocations from the state budget

to the university, by other entities, or funded by the university's partners. Exceptions include joint projects that are funded by the private sector under contractual agreements and specified outcomes for the private sector.

- 3. This policy encompasses all areas of intellectual property, including but not limited to: patents, copyright, neighboring rights, trademarks, new plant varieties, layout designs for integrated circuits, undisclosed commercial information, and any other related subjects that may fall under intellectual property topics, such as management, exploitation, protection, and others.
- 4. This policy applies to all cases of intellectual property output produced in the facilities owned by the university, such as laboratories and research centers, or managed by it, or by those working in other places under its management, supervision, or financial support, or by employees in any location in partnership with it.
- 5. The provisions of this policy shall take effect upon approval by the university council and apply to all parties governed by the policy, including faculty members and their likes, students, employees, visiting professors, consultants, contractors, and any relevant parties determined by the university.

Article 3: Public Policy for Intellectual Property

In general, the university seeks to capitalize on its scientific research outputs and to direct them in a way that enhances the value of its intellectual assets with high economic value. This endeavor can be detailed as follows:

- 1. The university actively seeks to protect the intellectual property of inventions and creations made by faculty members, employees, students, and those associated with it, or those inventions and creations acquired by any means, to ensure their use in support of its objectives.
- 2. The university provides the necessary resources to implement this policy according to recognized best practices for protecting and managing intellectual property.
- 3. The University seeks to contribute to enhancing the position of the Kingdom of Saudi Arabia in intellectual property through the rights it owns, develops, or acquires.
- 4. The University respects the intellectual property rights of other entities in all its activities.
- 5. In the event that the university waives its rights to an invention, literary work, or any other type of intellectual property, or licenses any of them as specified in this policy, the assignee or licensee may be the inventor or the author of the work itself.
- 6. Consistency and compliance with the provisions of treaties, agreements, and international regulations governing intellectual property, to which the Kingdom of Saudi Arabia is a party, or local regulations issued by Royal Decree related to intellectual property, as follows:
 - A- The Patent System, Layout Designs of Integrated Circuits, Plant Varieties, and Industrial Designs, issued by Royal Decree No. (M/27) on July 17, 2004, and amended by Cabinet Council of Ministers Decision No. 536 on October 10, 2018, along with its executive regulations.
 - B- The Patent System for the Gulf Cooperation Council States (GCC), approved by Royal Decree No. (M/28) on, March 26, 2001, along

with its executive regulations. The Patent System for the GCC States is considered a regional system that geographically covers all GCC member states, including the Kingdom of Saudi Arabia.

- C- The Copyright Protection System, issued under Royal Decree No. (M/41) on August 30, 2003, and amended by Cabinet Council of Ministers Decision No. 536 on October 10, 2018, along with its executive regulations.
- D- The Trademark Law (System) for the GCC States, approved by Royal Decree No. (M/51) on May 25, 2014, along with its executive regulations.
- E- List of Optional Registration of Copyright Works.
- F- Regulation for the Protection of Trade Secrets, issued by the Minister of Commerce Decision No. (3218) on May 4, 2005, and amended by Decision No. (4319) on June 8, 2005.

Article 4: Intellectual Property Office / Department

A unit affiliated with the Innovation and Entrepreneurship Center, responsible for all matters related to intellectual property at the university, through the management and organization of intellectual property in accordance with this policy. It may combine the management of intellectual property and technology transfer, manage intellectual property assets and transfer knowledge and technology to the industrial sector.

Tasks of the Intellectual Property Office / Department

1. Implementing and following up the university's Intellectual Property Policy, and carrying out the work outlined therein.

- 2. Documenting the intellectual property obtained under the provisions of this policy.
- 3. Conducting research on prior technology related to the intellectual property under development.
- 4. Seeking to protect and register intellectual property rights, and follow up on procedures and financial obligations.
- 5. Preparing and approving intellectual property orientations in relation to the entity's agreements, whether internal or external, including but not limited to non-disclosure agreements, employment contracts, research agreements, cooperation and partnership agreements, and data exchange agreements.
- 6. Marketing the university's intellectual property assets in collaboration with relevant parties within the university.
- 7. Ensuring that the entity meets its intellectual property obligations outlined in the agreements to which it is a party.
- 8. Maintaining complete records of the intellectual properties that have been registered and disclosed.
- 9. Ensuring that all relevant employees in the unit receive necessary training in areas related to the protection and management of intellectual property.
- 10. Providing awareness programs for university staff to raise awareness of the importance of intellectual property rights.
- 11.Establishing and managing an intellectual property recognition and incentive program.
- 12. Preparing an annual report on the activities and work conducted throughout the year, presenting it to the Intellectual Property Advisory Council along with proposals for continuous improvement

for the current and future projects, initiatives, and activities of the Department.

- 13. Updating the university's Intellectual Property Policy in accordance with new regulations and guidelines.
- 14. Any other task that the university deems necessary to ensure the protection of its interests related to intellectual property.

Article 5: Intellectual Property Advisory Council

- A-An Intellectual Property Advisory Council shall be formed at the University, by a decision of the University President, as follows:
- 1. One of the university's vice presidents as president.
- 2. Head of Innovation and Entrepreneurship Center as a member.
- 3. Dean of Scientific Research as a member.
- 4. General Supervisor of the General Directorate of Legal Affairs as a member.
- 5. General Director of the Financial Department as a member.
- 6. Director of Intellectual Property and Technology Transfer Department as a member.
- 7. Two faculty members with experience in intellectual property.
- 8. A researcher as a member.
- B-Members of the Intellectual Property Advisory Council shall be appointed by a decision from the university president, with a term of one year of their membership that is renewable.
- C-The Intellectual Property Advisory Council shall carry out its duties according to rules and procedures proposed by the Office, issued by a decision from the University President, which include

the Council's rules, procedures, and decisions, in a manner that serves the intellectual property policy framework within the university.

D-Responsibilities of the Intellectual Property Advisory Council.

In addition to the powers and tasks assigned to the Intellectual Property Advisory Council in this policy, the Council shall undertake the following tasks:

- 1. Providing regulations and proposals to the university president regarding matters related to inventions and intellectual property
- 2. Examining complaints and grievances related to this policy and its topics, and expressing an opinion or recommendations about it.
- 3. Examining the annual report on intellectual property submitted by the Innovation and Entrepreneurship Center, as well as any other related reports, and providing feedback about them.
- 4. Examining any recommendations regarding amendments to this policy, and well as the associated rules, procedures, and plans, and providing opinions on them.
- 5. Assessing the feasibility of acquiring any strategic technologies for the university, owned by others through intellectual property, either by purchasing or licensing, and providing recommendations thereon.
- 6. Recommending the distribution of revenues from any intellectual property that has been waived or licensed to parties other than the inventors, as suggested by this policy.
- 7. Recommending the disbursement of incentive rewards for innovators and holders of scientific achievements among the university staff, according to the guidelines proposed by the

Intellectual Property Office/Department at the Innovation and Entrepreneurship Center, while considering the relevant rules and regulations.

8. Any other tasks assigned to it by the university president regarding intellectual property.

Article 6: Patents Management Policies

First: Disclosure

Faculty members, employees, and all those governed by this policy must not disclose any ideas and inventions they reach before notifying the Intellectual Property Office/Department at the Innovation and Entrepreneurship Center and obtaining its approval, whether electronically or in writing. Those governed by this policy should understand that early public disclosure may lead to the loss of intellectual property protection rights. Therefore, every effort must be made to avoid disclosure, except for justifiable legal reasons stipulated in this policy. Researchers and inventors must obtain prior university's permission from the Intellectual Property Office/Department before publicly disclosing any potential intellectual property outside the university, whether at scientific conferences, international forums, or public exhibitions.

Accordingly, the Intellectual Property Office / Department deals with the disclosure of inventions as follows:

A-Disclosure Procedures

1. The Intellectual Property Office/Department prepares the necessary disclosure forms, whether electronically or in paper

format, and clearly explains them to the discloser so that they can fill them out easily.

- 2. University staff are obligated to provide full disclosure within the timeframe specified by the Intellectual Property Office/Department regarding inventions resulting from this policy to the Intellectual Property office/Department or its representatives, in a clear, explicit and understandable manner.
- 3. The Intellectual Property Office/Department at the Innovation and Entrepreneurship Center is responsible for preserving and documenting all disclosed information, classifying them by its field, and maintaining the confidentiality of the disclosed information.

B-Evaluation of Disclosed Invention

- 1. The Intellectual Property Office/Department is committed to evaluating the disclosed invention in a professionally recognized manner within a timeframe determined by the Innovation and Entrepreneurship Center.
- 2. The Intellectual Property Office/Department at the Innovation and Entrepreneurship Center may seek the assistance of technical experts to evaluate the invention or contract with specialized entities, taking all necessary means to ensure the confidentiality of the invention.
- 3. The Intellectual Property Office/Department is committed to notifying the discloser of the evaluation results and the actions taken regarding it.
- 4. If both parties agree on the evaluation results, the Intellectual Property Office/ Department will proceed with the necessary procedures in accordance with this policy.

5. If the parties do not reach an agreement, the evaluation results and the views of both parties will be referred to the Intellectual Property Advisory Council on for consideration.

Second: Invention filing and registration strategies

A- Registration of protection applications

The university seeks to protect its intellectual property rights for inventions that are eligible for registration whenever the essential elements for obtaining a patent are believed to be present, as follows:

1. The Intellectual Property Office/ Department at the Innovation and Entrepreneurship Center conducts an initial evaluation of the invention and its eligibility for patent protection in terms of novelty, clarity, and industrial applicability.

2. If the specialized staff for conducting the initial evaluation of the invention and preparing the technical reports related to its filing and registration are not available, the university will seek assistance from external parties to perform this task, while also working to train and qualify the existing staff at the university to carry out this work and allocating rewards related to these activities.

3. The university establishes a specific strategy for the geographical scope of registration based on the economic value of the invention, its places of exploitation, and the expected positive impacts of its registration.

4. The Intellectual Property Office/Department seeks to benefit from the international registration of the application through the PCT system, overseen by the World Intellectual Property Organization (WIPO), ensuring that the application does not proceed to the national phase until the international examination report and is received; thus establishing the strategy outlined in paragraph (b) above.

5. The university seeks to register patents in the Kingdom of Saudi Arabia first to take advantage of the right of priority.

6. The university seeks to register the intellectual property in which it is a party in countries where it has an economic interest in registering, and is responsible for appointing an appropriate patent agent or attorney in the country, as well as following up on all prescribed fees and charges related to such procedures.

7. The university shall pay the registration fees for the patent applications it owns, and in the case of a shared invention, the financial expenses will be shared with the other party according to the agreed ownership percentage in the contract or as mutually agreed upon. If the other party holds the right to apply for the patent, that party shall bear the prescribed fees, and the university will not incur any expenses related to it, except if it falls under the support programs provided by the university, in which case the terms of the support programs will apply.

B- Entities authorized to register patents and grant the protection certificates

In line with the university's efforts to protect its inventions and according to the filing strategy prepared by the Intellectual Property Office/Department at the Innovation and Entrepreneurship Center, approved by the Intellectual Property Advisory Council, the university engages with the following entities as official patent registration offices:

1. The Saudi Authority for Intellectual Property, which is the official governmental body authorized to receive and register all

applications for protection of intellectual property as stipulated in the national regulations related to intellectual property, when seeking to protect the invention within the geographical scope of the Kingdom of Saudi Arabia.

- 2. International governmental patent offices, which are approached when there is a desire to protect the invention within the geographical scope of those countries.
- 3. Through the Patent Cooperation Treaty (PCT). The Saudi Authority for Intellectual Property is an accredited entity to receive international patent requests through this system.

C- Procedures to be followed for submitting and registering a patent/industrial model/plant variety/integrated circuit:

1. An application is submitted electronically through the dedicated platform for submissions at the university.

2. The applicant must comply by filling out all the required forms.

3. The applicant must be a staff member of the university.

4. The researcher/inventor/lead author must be a staff member of the university at the time of submission of the application.

5. The Intellectual Property Office/Department reviews the application to ensure that it meets the necessary submission requirements.

6. The Intellectual Property Office/Department conducts a preliminary search of inventions and prior technologies to ensure that there is no duplication.

7. The Intellectual Property Office/Department submits a recommendation to the Innovation and Entrepreneurship Center to

accept or reject the application based on its compliance with the submission requirements.

8. If the application is accepted by the Innovation and Entrepreneurship Center, the required costs will be paid to complete the filing and registration procedures.

9. In case of rejection, the applicant will be notified, and the reasons for the rejection will be explained.

10. The applicant may file a grievance to the decision of registration rejection to the Intellectual Property Advisory Council within sixty (60) days from the date of notification of the decision.

Article 7: Patents Ownership Policies

First: Inventions made by the university

The ownership of inventions and innovations made by university staff, including faculty members, employees, collaborators, contractors, visiting professors, and students; belongs to the university, as follows:

1. If the invention results from the assignment of one or more university employees, with full guidance from the university, and under its supervision and management.

2. If the invention results from the use of university resources and capabilities in developing the subject matter of the invention.

3. If the invention is the result of an individual or a group of university employees during official working hours or study periods, and within the specific professional specialization to which they belong.

4. If the invention results from a research grant, contract, or agreement with the university that transfers the rights to the university. This is considered a general condition of the university in

the grants and agreements signed with it, and it is not required to be mentioned in every grant, contract, or agreement.

5. If the university incurs the expenses of registering the patent, or part of it.

The university may, at its discretion, waive the intellectual property rights resulting from this invention to the individual who developed it, if the university has no interest in it, based on a recommendation submitted by the Innovation and Entrepreneurship Center, approved by the Intellectual Property Advisory Council, and endorsed by the university president.

Second: Inventions made through partnership agreements

In the case of the university entering into a joint project, inventions arising from that partnership will be handled as follows:

The university and the partner must define the percentage or scope of prior intellectual property related to the joint project before entering into any partnership. The prior intellectual property shall not be affected by the partnership agreement. The university may license or obtain a license from the partner if necessary for the implementation of the project, and the university and the partner will agree on the type of license and its terms. The ownership of inventions developed during the partnership will be detailed as follows:

- 1. The invention, work, or author that is entirely developed by the university staff member shall belong to the university and will be treated as if it was developed solely by the university, in case of the resources provided by the partner for the project are not used.
- 2. The invention, work, or author that is entirely developed by a representative of the partner shall belong to the partner and will be

treated as if it was developed solely by the partner, in case of the resources provided by the university for the project are not used.

- 3. The university seeks to enter into a joint ownership agreement with the partner for the aforementioned inventions or to obtain exclusive licensing rights under the terms of the partnership agreement, which will specify the obligations and shares of each party based on their material and technical contributions to the project.
- 4. The invention, work, or author that is jointly developed by university employees and a representative of the partner shall be jointly owned by both the university and the partner, and the management of the invention will be governed by the terms of the partnership agreement between the parties.

Third: An invention made by the employee during an official assignment at a host facility.

The obligations and rights of a university staff inventor while on official duty at a host facility shall be the same as if these inventions were made at the university, subject to the terms of any agreement made between the university and the owners of the host facility.

Fourth: Contractor's Invention

Subject to any specific provisions within this regulation, the same rules applicable to university staff members shall apply to the university's contractors.

Fifth: Invention of Visiting Professor and Resident Student

- 1. The visiting professor and the resident student are required to disclose to the university any prior obligations they may have towards other parties regarding the ownership of the invention and disclosure, and these obligations shall be referenced in their residency agreement.
- 2. Subject to any specific provisions within these regulations, the same rules applicable to university staff members shall apply to the visiting professor and the resident student.

Sixth: The Beneficiary's Invention

- 1. The agreement made by the university with the beneficiary governs the rights and obligations of both parties in a manner that does not conflict with this policy and the relevant regulations.
- 2. If the agreement made by the university with the beneficiary stipulates the allocation of ownership of the invention to the beneficiary, the same agreement must grant the university an exclusive, royalty-free right for a reasonable period to obtain a license for the invention, based on reasonable terms within the scope of use and in areas of significance to the university. This applies to other types of intellectual property as well.

Seventh: Inventions related to National Security

The university's inventions related to national security are subject to the provisions of the patent law, integrated circuit layout designs, plant varieties, and industrial models issued by Royal Decree No. (M/27) dated June 6, 2024, and amended by The Ministers Council Decision No. (536) dated June3, 2018.

Article 8: Inventors Obligations and Rights of

- I: The obligations of the University's inventors
- 1. Identification and disclosure to the University of inventions made by them during their execution of university-funded research grants, research related to research projects with students, or inventions produced using the University's resources and laboratories.
- 2. Waiving of all intellectual property rights to those inventions to the University.
- 3. Full cooperation with the Intellectual Property Office/Management at the Innovation and Entrepreneurship Center of the university, providing it with all the required information, and adhering to the procedures and conditions set by the office/management in accordance with this policy.
- 4. Taking all necessary steps to avoid disclosing information related to those inventions to third parties in any manner that may jeopardize the university's ability to obtain patent protection, and fully cooperating with the university in subsequent efforts to protect those inventions.
- 5. The researcher bears the cost of examining prior techniques if three successive applications fail to meet the patent registration requirements, according to a report issued by the offices tasked with investigating prior techniques.

Second: Rights of the University's inventors

The University's staff members have the following rights regarding their inventions:

- 1. The inventors' role shall be publicly recognized only if their invention is disclosed to the public.
- 2. Authors have the right to special remuneration, evaluated by the Intellectual Property Advisory Board and based on the University's Innovation and Entrepreneurship Center's recommendation. Such remuneration will be provided considering the author's work nature and the invention's economic significance.
- 3. In the event that the university transfer the invention or grant licenses to others in exchange for financial compensation, the inventor is entitled to a portion of that compensation. The allocation of these shares can be decided by the Intellectual Property Advisory Council as it sees fit.
- 4. The inventor is entitled to an annual income under this article, which shall be paid within six months following the completion of the first entire fiscal year after the University begins receiving income.
- 5. When the compensation received by the university for the assignment of an invention by any inventor or its licensing is an equity stake in a company, the amount due to the employee will reflect a fair percentage of the financial value of the university's share in the company, as determined by the university in accordance with this policy, and by a decision from the university president, based on a recommendation from the Intellectual Property Advisory Council. This determination and payment will be made within one year of the university receiving the equity stake, and during that period, if it becomes evident that the company is

unsuccessful or has a higher or lower value, the university may take that additional information into consideration.

- 6. If multiple university members are contributors to a specific invention, their rights under this provision will be distributed fairly among them in shares determined by a decision from the university president, based on a recommendation from the Intellectual Property Advisory Council. The size of each employee's contribution to the invention will be taken into account at the time of allocating the entitlements.
- 7. The employee's rights stated in this article shall continue, regardless of subsequent changes in the employment status of university staff members, even after their death.

Third: Awards and incentives for patent registration applicants, patent holders, and distinguished staff members of the University.

The University seeks to motivate and encourage its staff to generate inventions, by setting incentives for inventors, disbursing financial rewards based on a recommendation from the Intellectual Property Advisory Council, and the approval of His Excellency the President of the University, in accordance with the conditions and controls recommended by the Intellectual Property Office / Department at the Innovation and Entrepreneurship Center, which are approved by the University Council by Resolution No. (10-13-1445), dated August 15, 2024, according to the following details:

• Patent application reward: A reward of SAR 5,000 will be granted to the applicant for patent registration in the Saudi Intellectual Property Authority, the United States Patent and Trademark Office or any internationally accredited patent deposit and registration office, starting from the date of approval of the University Council, provided that the application is deposited. However, this reward is not due retroactively.

• Patent registration reward: A reward of SAR 30,000 will be granted upon registering a patent in the name of the University, starting from 2023.

• Patent Commercialization Bonus: A reward of SAR 30,000 will be granted upon commercializing the patent in the name of the University.

Patent Excellence Reward: A reward of SAR 70,000 will be granted to anyone with the highest number of patents, registered in the name of the University.

Article 9: Management Policies of Literary Works Related to Copyright First: General Policies for managing Copyright of Literary Works

- 1. Registration of an author's rights is not required in any country that is a member of the Berne Convention for the Protection of Literary and Artistic Works. The date of publication or confirmation serves as the basis for classification; this date marks the commencement of protection for literary works, including those in Saudi Arabia.
- 2. Literary works created by the University's staff for academic purposes are the property of the University.
- 3. Moral rights are an inherent right of those who authored the literary work, and the University recognizes the right of its employees who perform any literary work.
- 4. The University acknowledges and upholds the rights of its faculty, staff, students, and visitors to disseminate their scientific work, on

the condition that the Intellectual Property Office/Department within the Innovation and Entrepreneurship Center grants approval for any scientific work that could disclose intellectual property with possible economic consequences beforehand.

- 5. Fair use: The University has the right to use literary works for research and education of the University per the exceptions and fair use rules recognized in the copyright regulations, without prejudice to the author's rights. The Saudi Copyright Protection System has the following exceptions:
- a) Copying the work for personal use, except for computer software, audio and audio-visual works.
- b) Citing paragraphs from that work in another work, provided that the citation aligns with customary practices, and is limited to what is necessary to achieve the intended purpose. Additionally, the source and the author's name must be mentioned in the work being cited. This also applies to summaries taken from newspapers and journals.
- c) Using the work for educational purposes with the aim of illustration within the limits of the intended purpose, or making one or two copies for public libraries or non-commercial documentation centers, and it shall be subject to the following conditions:
- 1. It must not be done commercially or for profit.
- 2. The copying should be limited to the needs of the activities.
- 3. It should not harm the financial benefits derived from the work.
- 4. The work must have been out of print, or its editions lost or damaged.

d) Transfer or copying published articles in newspapers and periodicals on current topics, or similar broadcast works, provided

that the source is clearly stated as well as the author's name, if mentioned.

e) Copying any radio program that can be watched or listened to during the broadcast of current events is permitted, whether through still or moving photography, provided that this is done within the limits of the intended purpose, with a clear reference to the source being mandatory.

f) Copying speeches, lectures, court pleadings, or other similar works made publicly known to the audience is allowed, provided the copying is done by the media and the author's name is clearly mentioned. The author retains the right to publish these works in any manner they deem appropriate.

g) Producing temporary recordings by broadcasting organizations, using their own means—without infringing on the author's rights—of one or more copies of any protected work licensed to them, is permitted. All copies must be destroyed within a period not exceeding one year from the date of production, unless the author agrees to a longer period. A copy of the recording may be retained in official archives if it is a unique documentary recording.

h) The playing, acting, performing, or displaying of any work after its publication by state-affiliated groups, public legal entities, or school theater is allowed, as long as the performance or display does not generate any financial gain, either directly or indirectly.

i) The reproduction of short excerpts from previously published works, or drawings, images, designs, or maps, into textbooks prepared for educational curricula, or into books on history, literature, and the arts, is permitted, provided that the reproduction is limited to what is necessary and the name of the work and the author are clearly mentioned.

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j) Taking new photos of any subject or work that has previously been photographed, and publishing those new images, even if they are taken from the same location and under the same conditions as the original photos.

k) Transferring parts of articles and scientific works by research institutions for their internal purposes, or to fulfill the requirements of those preparing studies and research, while citing the source.

l) Making a single backup copy of computer software for individuals who own an original copy, for the purpose of protecting the original product, while keeping the original copy with the user to present it upon request.

Second: Economic Rights of Literary Works

A) With due consideration to the provisions of both the laws of the Kingdom of Saudi Arabia and the international agreements to which the Kingdom is a party, or the agreements to which the university is a party, all rights to economic works, including electronic ones, created by university staff, consultants, or contractors in the context of their work or the work they perform for the university, as well as those created by visitors or resident students during their time at the university, shall be owned by the university.

B) The University may, through the Intellectual Property Advisory Council and with the approval of the university president, waive its rights to innovative works, license their use, or exploit them under an agreement made with the assignee or licensee. The agreement shall define the rights and obligations of both parties in a manner that does not conflict with this policy and related regulations. C) Agreements for the waiver of the university's rights in innovative works, or for licensing their use or exploitation, are subject to review by the Intellectual Property Advisory Council before they are approved.

Third: Works invented in partnership

Should the University engage in a work innovation partnership, the categories arising from that partnership shall be managed with the following detail:

- a) Works that are completely developed by the University's staff are considered the University's property and will be treated as if they were created exclusively by the University, as long as no resources from the project partner are used.
- b) The work that is entirely created by one of the partner's affiliates shall belong to the partner and shall be treated as if it were created solely by the partner, provided that the University's resources provided for the project are not used.
- c) The University intends to create a joint ownership agreement with the partner for the works mentioned above or to obtain exclusive licensing rights as stipulated in the Partnership Agreement. This agreement will define the obligations and shares of each party based on their material and technical contributions to the project.
- d) Works that are collaboratively developed by the University's staff and a representative from the partner organization will be coowned by both the University and the partner. The administration of these works will be governed by the terms outlined in the Partnership Agreement between the parties.

e) The university's share of the net income from the cumulative licensing of the joint work shall be distributed as if it had been generated solely by the university.

Article 10: Publication Policy for Literary Works

The University acknowledges its employees' rights to publish and validate their scientific work, on the condition that the Intellectual Property Office/Department first approves any work that may disclose intellectual property with potential economic implications. This approval requires confirmation that all necessary measures are in place to protect intellectual property rights and that there are no potential economic risks associated with the publication.

In light of the above, the University establishes the following policies concerning copyright:

- 1. The University strives to make most of its scientific research outputs, especially those related to literary works, available to the public through journal publications or electronic formats. It encourages researchers to share their findings. However, if these published works do not include information of economic value, they may be published without sufficient protection for the economic rights they entail.
- 2. If there is a possibility that publication may disclose confidential information, or cause loss of intellectual property resulting from the search, the Intellectual Property Office/Department and Technology Transfer should consider disclosure forms, and not authorize their publication before protecting intellectual property, for example by:
- a) Promoting awareness among the University's staff and relevant individuals about the necessity of submitting a patent application before any scientific publication that may include patentable ideas.

- b) The Intellectual Property Office/Department should advise the Intellectual Property Advisory Board to request publication delays to protect ideas that may be patented or have economic value as confidential information, as deemed appropriate by the Intellectual Property Office/Department.
- 3. The University aims to systematically share information and improve access for interested individuals to foster knowledge exchange.
- 4. The authored scientific research must be original and conducted independently, aligning with the copyright protection framework.
- 5. The University's staff are committed to disclosing articles and research they wish to publish, according to the models or mechanisms prepared by the Intellectual Property Office/Department.
- 6. The University may, through the Intellectual Property Advisory Council, and after the approval of the President of the University, determine the platform, means, or scientific journal through which the research shall be published.
- 7. If the Intellectual Property Office/Department does not approve the publication, the author will be notified and may appeal to the Intellectual Property Advisory Board.
- 8. The Intellectual Property Office/Department reviews articles and research that the University's staff wish to publish, ensuring that there are no obstacles to their publication that could threaten the University's interests, in accordance with this policy.
- 9. Researchers may, with the approval of the Intellectual Property Office / Management, publish research results in peer-reviewed journals and periodicals, provided that this does not infringe upon

the funding entity's rights to publish the final report or its ownership of any rights arising from the research, such as patents and others.

- 10. University staff are required, when publishing any research in accordance with this policy, to acknowledge the entity that funded the research or facilitated its publication .
- 11. The university recognizes the moral right of authors and researchers to attribute the works they produce to themselves, particularly the moral rights that are established upon the publication of those works.
- 12.The University retains the right to print and publish the scientific works that are original, translated, or edited for a period of five years, starting from the date of their first publication .
- 13. University publications bear the university's own logo, title, date of publication, copyright information, and the name of the publisher.

Article 11: Policies for Handling Trade Secrets :

The University may, through the Intellectual Property Advisory Council and with the approval of the University President, identify certain confidential information as a trade secret owned by the University. In this case, the depositor is obligated to maintain the confidentiality of the trade information and to follow the guidelines issued by the center, represented by the Intellectual Property Office/Department, for handling trade secrets. Trade secrets are protected without the need for registration in accordance with the regulation for the protection of confidential trade information, issued by Ministerial Decision No. 3818 dated May 4, 2005, meaning they are protected without any formal procedures. Additionally, a trade secret can be protected indefinitely as long as it is maintained and kept as confidential information.

Taking into consideration the provisions of both the systems of the Kingdom of Saudi Arabia and the international agreements to which the Kingdom is a party, or the agreements to which the university is a party:

- a) The University may handle trade secrets during acceptance and licensing processes. It will set up the necessary rules and procedures to safeguard what is classified as trade secrets. Additionally, the University will implement rules and procedures to ensure strict compliance with any obligations regarding the commercial secrets of others that are disclosed to the University in the course of its activities.
- b) The University may, at its discretion, invest its trade secrets through an agreement with the licensee. This agreement will define the rights and responsibilities of both parties in a way that is consistent with this policy, and relevant regulations.
- c) Before approval, investment agreements with the University should be reviewed by the Intellectual Property Office/Department and approved by the Intellectual Property Advisory Board.

Certain conditions determine when information is considered a trade secret, and these conditions may differ from one country to another based on each country's regulations. Accordingly, some general criteria outlined in Article (39) of the Trade-Related Aspects of Intellectual Property Rights (TRIPS) Convention, to which Saudi Arabia is a signatory, are as follows

1. The information must be confidential (i.e., not generally known among the public).

- 2. For information to be considered a trade secret, it must have commercial value.
- 3. The legitimate owner of the information must have taken reasonable steps to maintain its confidentiality, (such as through confidentiality agreements).

The World Intellectual Property Organization (WIPO) has outlined eight steps that can be taken to protect and maintain trade secrets, as follows:

- 1. Establishing agreements, policies, procedures, and records to create and document protection.
- 2. Implementing physical and electronic security and confidentiality measures.
- 3. Assessing risks and prioritizing by identifying vulnerabilities in trade secrets.
- 4. Conducting due Diligence
- 5. Forming a team to protect information.
- 6. Training and capacity-building
- 7. Monitoring and measuring efforts made.
- 8. Taking corrective actions and continually enhancing policies and procedures.

Article 12: Data and Database Policy

1. All scientific and technical data and databases developed using the university's financial resources or other resources shall be exclusively owned by it, unless otherwise specified in any agreement. They will be managed as if they were inventions eligible for patent protection.

- 2. The university may sell the data or databases it owns, license their use, or exploit them, while considering any financial rights of others in those data or databases. The amounts collected from the sale or licensing shall be allocated to the university and considered part of its revenues.
- 3. The university shall establish the necessary rules and procedures for managing information through modern technological means, documenting the information received by the university or generated within it, and storing and retrieving it in a timely manner. This is to be used to support decision-making, maintain the historical record of any action, for library purposes, databases, studies and research, or publication, as well as for investment.

Article 13: Policy of the Exploitation of Intellectual Property and Distribution of Financial Returns

In accordance with the tasks of the Intellectual Property Office/Management at the Innovation and Entrepreneurship Center, and in partnership with the relevant unit at the university, the university aims to exploit and market its intellectual property products and assets. The university seeks to enhance the utilization of its intellectual property portfolio, or those it has the capacity to manage, in accordance with agreements with other parties.

Accordingly, the university shall consider the protection of its interests, as well as those of its employees, students, and visitors, in executing marketing and exploitation operations. It will also retain the university's rights to use intellectual property for educational and research purposes.

This will be done by taking into account the following:

- a) Priority in marketing should be given to achieving the application of inventions and intellectual property products within the Kingdom of Saudi Arabia.
- b) Consideration must be given to any financial rights of inventors and other creators, as well as intellectual property rights holders. The amounts collected from marketing shall be allocated to the university and deemed part of its revenues.
- c) Intellectual property should be used in a manner that serves the public good.
- d) Ensuring that intellectual property assets are developed and presented to the market as useful goods and services.
- e) The university is dedicated to ensuring that intellectual property assets are neither neglected nor overlooked and that they are not used in any illegal or unethical ways.
- f) The university aims to market intellectual property in a way that enhances local economic development and encourages creativity and innovation among its members.

As part of the University's effort to enhance the utilization of its intellectual assets, the University undertakes the following:

- 1. The University aims to leverage its intellectual assets, either independently or in collaboration with others, following standard practices for leasing and marketing intellectual property products.
- 2. The University may utilize its intellectual property directly or through a specialized company.
- 3. The Intellectual Property Office/Department of the Innovation and Entrepreneurship Center, in collaboration with the University's

specialized unit, is responsible for leveraging and marketing the intellectual property on behalf of the University, as well as negotiating agreements and licensing intellectual assets.

- 4. The University may market intellectual property according to the following methods, as it deems beneficial:
 - Licensing to another party for the exploitation of intellectual property, which may take the form of an exclusive or non-exclusive license, according to the terms agreed upon by both parties. The university aims to prioritize licensing to national startups.

• Establishing intellectual property marketing companies. If permitted by its regulations, the university seeks to create a company for the purpose of marketing intellectual property. Both the inventor and the university may hold shares in the company alongside any third party (investor), with ownership percentages to be negotiated.

- Financial Revenues

Through this policy, the university aims to encourage inventors, authors, and other stakeholders to engage in innovation by sharing the financial returns obtained from the marketing of intellectual property, in accordance with what is outlined in this policy.

- Income Account for Distribution

The total intellectual property revenues, intellectual property expenses, and net intellectual property revenues shall be calculated according to the following rules:

a) Calculation of Total Intellectual Property Revenue

Total intellectual property revenues are defined as: "All income accrued by the University from the marketing of institutional

intellectual property before deducting any costs or expenses related to intellectual property". This includes, but is not limited to, direct sales of intellectual property, received license fees, valuation fees, advance payments, financial returns, profit shares, earned profits, and direct sales of products or services.

b) Intellectual Property Expenses and Costs

Intellectual property expenses are defined as: "All expenses incurred by the university in the Intellectual Property Office/Management at the Innovation and Entrepreneurship Center, for which total intellectual property revenues have been received." This includes, but is not limited to, expenses paid to other entities for securing, maintaining, and enforcing intellectual property rights, such as patent costs and litigation expenses, as well as costs incurred by the university in licensing or transferring intellectual property, including marketing expenses, contract negotiation costs, and drafting fees

c) Calculation of Net Intellectual Property Income

The university must maintain accurate and transparent documentation of the intellectual property expenses incurred for specific intellectual property. The university is entitled to cover all intellectual property expenses as outlined above. "Net intellectual property revenue" is calculated as total intellectual property revenue minus intellectual property expenses.

d) Shared Intellectual Property

When intellectual property is shared between the University and another party, the total intellectual property income received by the University shall be shared according to a previously agreed contractual formula between the parties. Afterward, the total intellectual property revenues received by the university and the net intellectual property revenue will be determined.

Revenues will be divided by taking into account the following items:

- 1. The rights of individual inventors and authors shall be calculated from the net financial returns received by the University; resulting from the exploitation of the rights in the relevant intellectual property, created individually, in accordance with this Policy.
- 2. Any remaining net income will be distributed to the University and utilized at the discretion of the Intellectual Property Office/Department at the Innovation and Entrepreneurship Center, with the approval of the Intellectual Property Advisory Council.
- 3. In the case of multiple inventors or authors, the financial returns allocated for payment to the inventors or authors will be evenly distributed among them, unless the participants unanimously agree in writing to a different arrangement in accordance with this policy.
- 4. In the event of the beneficiary's death, these payments will continue to their heirs, estates, or beneficiaries, to the extent permitted by the laws of the Kingdom of Saudi Arabia.

The Intellectual Property Advisory Council held its second meeting on Wednesday,12/02/2024. The council approved its recommendations in transaction number 53043, dated 28/05/2024, regarding the distribution of financial return percentages from the registration of patents, after deducting the expenses incurred by the university for obtaining and maintaining the patent, as follows:

| Net Income (SR) | For Inventors | | Net income allocated for the university |
|---------------------------|------------------|-----|-----------------------------------------------------------------------------------------------|
| 0 to 1,000,000 | 70 % | 30% | 30% for the university |
| 1,000,001 to 2,000,000 | 60% | 40% | 30% for the Innovation and Entrepreneurship Center |
| More than 2,000,000, | 50% | 50% | 25% for scientific research 15% for the inventor's college and scientific department |

Article 14: Purchasing or Licensing Intellectual Property from External Sources

The university may purchase the rights to an invention or other types of intellectual property, or license its use or exploitation, through an agreement with the rights holder. This agreement will outline the rights and obligations of both parties and must not conflict with this policy and relevant regulations.

Additionally, agreements for the purchase of rights to an invention or other types of intellectual property, or for licensing or exploitation, are subject to review by the Intellectual Property Advisory Council before being approved.

Article 15: Disputes Settlement

- 1. Violations of the provisions of this policy will be addressed in accordance with the university's established legal procedures and relevant applicable laws and regulations.
- 2. This policy is governed by and interpreted in accordance with the laws of the Kingdom of Saudi Arabia. In the event of any dispute or claim arising from or related to any provision of this policy or its breach, the parties shall attempt to resolve the disputes amicably. If the dispute cannot be settled, either party may raise the matter to the relevant authority in the Kingdom of Saudi Arabia.

Article 16: Conflict of Interest

Ensuring the proper management of conflict of interest or obligations is crucial for reducing legal risks, reputational concerns, and demonstrating the integrity of university members and the institution itself.

Below are some guidelines that may help university staff avoid falling into such conflicts:

- University employees and others acting on their behalf should avoid ethical, legal, financial, or any other conflict of interest in technology licensing and consulting projects. They must ensure that their participation in technology transfer activities and interests does not conflict with their obligations to the university or its welfare.
- 2. University employees and members involved in any research project with an external party must sign a contract before commencing the project. They should inform the Innovation and

Entrepreneurship Center and the Deanship of Scientific Research about the project and disclose any potential patent arising from it.

- 3. The Intellectual Property Office/Department should educate and raise awareness among university members about areas where conflicts of interest may arise, and establish procedures for identifying, avoiding, or properly managing them.
- 4. University members should promptly report all potential and current conflicts of interest to the Innovation and Entrepreneurship Center, which will be responsible for resolving the conflict and reaching a satisfactory solution for all parties involved.

Article 17: Respect for External Intellectual Property

The university respects the intellectual property rights of other entities and is committed to taking all necessary precautions to prevent infringement, whether accidental or intentional, by its members. The Intellectual Property Office/Department at the Innovation and Entrepreneurship Center plays a crucial role in monitoring and ensuring that the university and all its members comply with respecting the intellectual property rights of others, thereby preventing legal issues, financial repercussions, public relations challenges, and damage to the university's reputation.

To achieve this, the Intellectual Property Office/Department will:

1. Report to the Intellectual Property Advisory Council: Within a period not exceeding 20 days of discovering any actual or potential infringements of intellectual property belonging to other entities.

- 2. Communicate with University Entities: Engage with any department within the university if there are suspicions of infringement, access necessary documents and information for verification, and take appropriate actions to halt any infringement.
- 3. Recommend Penalties: Submit to the Intellectual Property Advisory Council any recommended penalties in accordance with the approved sanctions within the university regarding this matter.
- 4. Conduct Awareness Programs: Implement necessary awareness programs for university members about the importance of respecting the intellectual property rights of other entities and the negative consequences for the university in case of proven violations of others' rights.

Article 18: Final Provisions

- 1. The Intellectual Property Office/Department at the Innovation and Entrepreneurship Center is committed to effective awareness regarding the university's intellectual property policy and clarifying how the university interacts with each individual concerning intellectual property.
- 2. This policy is subject to periodic review every three years from the date of its implementation by the Intellectual Property Office/Department at the Innovation and Entrepreneurship Center, and any recommendations for modifications or additions to this policy will be submitted to the Intellectual Property Advisory Council.

- 3. Faculty members participating in permitted external professional services, including but not limited to consulting for private and public companies, are responsible for ensuring that these activities and any related contractual arrangements do not conflict with this applicable policy and existing contractual provisions, including those related to intellectual property.
- 4. This regulation shall come into effect fifteen days after its approval by the University Council.
- 5. This policy shall be interpreted according to the interpretation of the Intellectual Property Office/Department at the Innovation and Entrepreneurship Center. In case of any dispute regarding its interpretation, the Intellectual Property Advisory Council will be consulted, and the council will determine the interpretation of any article after obtaining the university president's approval.
- 6. The provisions of this regulation apply to improvements, modifications, or additions made by the depositor to the intellectual property registered through the Intellectual Property Office/Department at the Innovation and Entrepreneurship Center after the issuance of the protection document, throughout the legal protection period of the intellectual property, unless otherwise agreed.
- 7. Employees are obligated to comply with all provisions of this policy upon its approval, provided they are informed of it and it is published on the university's website.
- 8. This policy will be published on the university's official website after being approved by the University Council.
- 9. The relevant unit will conduct periodic awareness sessions for the targeted audience regarding this policy starting from the date of its issuance.



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