



IBRI COLLEGE OF TECHNOLOGY
INTELLECTUAL PROPERTY POLICY

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*Implementers and users of this policy/document are kindly requested to send comments and suggested revisions to the assigned contact person as part of the review process.

Version Control Table

A. Document development details and summary of revisions

Version	Author	Date (dd/mm/yyyy)	Summary of revisions	Contributed by
0.1	QAD, IbriCT	12/05/2019	Changes made due to renaming of IESU to IEU Revised definitions, abbreviation QAD role included.	PMC
0.2	QAD, IbriCT	26/05/2019	Revised definitions, abbreviations, and purpose/reasons.	PMSC
1.0	QAD, IbriCT	03/06/2019	Final draft approved by the CC.	CC

B. Plagiarism verification

Version	Team/Committee /Person	Date(dd/mm/yyyy)	% of plagiarism	Signature
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C. Document proofread by

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1.0	Proofreading Team	30/05/2019		



Policy Title	Intellectual Property Policy
Policy No.	14
Policy Outline	This policy deals with the ownership, protection and application of moral and economic right of IP created by the staff and students of IbriCT. It also sets out how the prospective users of IP shall secure the IP right for commercial application/reuse/ reproduction of the research results and the rewards from any commercialization of IP.
Status	Active

1. Policy Title

Intellectual Property Policy

2. Definitions and Abbreviations

Academic work: All scholarly work made independently by an author for teaching, education or use in classroom or courses. It also includes, but not limited to, all student and staff project reports, dissertations and theses.

Author: Any member of IbriCT who conceives an original idea, develops it to become an invention or an author who creates an intellectual property that qualifies as intellectual property rights under any IP law of Oman.

Commercialisation: Process of disseminating knowledge for commercial use to benefit the community at large.

Confidential Information: Information not available in the public domain or public circulation and declared as confidential.

Copyright (or author's right) is a legal term used to describe the rights that creators have over their literary and artistic works. Works covered by copyright range from books, music, paintings, sculpture, and films, to computer programs, databases, advertisements, maps, and technical drawings.

Independent Research: A research that is carried out by staff or student without availing financial support from IbriCT or an external sponsor.

Invention: An idea that has never been made before and can be used as a solution to a specific problem in any field. An invention can be a new process, formulae, mechanical device, product, model, chemical compound, modified device, and a circuit, which are conceived first and reproduced to practice first in whole or part.

Innovation and Entrepreneurship Unit (IEU): A unit that directly reports to Dean for matters relating to IP, innovation and entrepreneurial activities at IbriCT. The IEU shall have executory and advisory duties about all incidental functions such as recognition of qualified invention, and supporting the author of the IP in the drafting and up to the approval stage of the IP application.

Intellectual Property (IP): The property created as a result of the human mind and intellect.

Intellectual Property Right (IPR): The legal rights both moral and economic that arise from the protection of the intellectual property. These rights include, among others, copyrights, related rights, patents, industrial designs, geographical indicators and trademarks.

Research result/Output: The creation of minds arising because of significant investment in research and scholarly activities stated in Research and Consultancy Policy, and it includes, but not limited to theses, technical reports, journal and conference articles, data, books, talks, seminars, public engagement, patents, devices, methods, processes and software.

Sponsored Research: Research activities originated/conducted by any IbriCT staff or student either individually or in a group, which are financially supported (wholly or partially) by IbriCT and/or external funding agency.

Staff: All the employees of IbriCT appointed directly by the Ministry of Manpower (MoM) or through recruitment agencies.

Students: Students who are enrolled in the College as per Colleges of Technology Bylaws.

Tangible representation: A tangible representation of the IP includes, but not limited to; original drawing, devices, dataset, diagrams, designs, laboratory notebook/manuals, and other physical materials.

Abbreviations

CC- College Council

IEU- Innovation and Entrepreneurship Unit

IP- Intellectual Property

MoCI- Ministry of Commerce and Industry

IPDF – IP Disclosure Form

QAD- Quality Assurance Department

3. Policy Statement

IbriCT Intellectual Property (IP) Policy recognises that intellectual property right is a legal and moral right of the creator of knowledge. The policy intends to provide a framework to protect the intellectual property rights of staff and students and to promote the transfer of research results to positively impact the society and industry.

4. Purpose/Reasons

IbriCT aims to be a leading technological, educational institution through the creation and dissemination of knowledge in the various fields to benefit the stakeholders. This policy outlines the guidelines and procedures of IP disclosure, ownership, and commercialisation. It also highlights the responsibilities of the concerned stakeholders.

5. Scope

This policy applies to all staff and students who create IP in IbriCT.

6. Guidelines & Procedures

6.1 Guidelines

IP Disclosure Guidelines:

- a. Every staff and student who creates an invention, scholarly material, research output through independent or sponsored research during the employment or the studentship in IbriCT shall disclose the matter to IEU within 30 days from its creation.
- b. All disclosures must be made by submitting the IPDF.
- c. When disclosing the IP, all the names of collaborators (if any) associated, materials, equipment/devices, and research result are included and accurate to ensure a sufficient assessment of the type of the IP right involved therein.
- d. All staff and students associated with independent or sponsored research activities at IbriCT shall treat all IP related information as strictly confidential unless otherwise a contract contrary to it.
- e. The author of the IP shall provide all necessary support, assistance and input to the IEU in probing prior art in the area (if any) and in all phases of IP application and its consequent protection.
- f. Should a staff have any doubt about whether an IP falls within the purview of disclosure clause mentioned above, then, the employee must assume that it does, and still disclose it to the IEU.
- g. Upon disclosure and after that, in case of potential conflict of interest, the author is obliged to disclose the matter promptly to IEU.
- h. Upon request, before leaving employment at IbriCT, each author must deposit any tangible representation of IP with the HoD/HoC/HoS and a report should be submitted to the IEU and QAD.
- i. All staff shall disclose to IEU, on or before the commencement of his/her employment, any previous IP that is owned by them and are carrying with them for their use in IbriCT and endorse the basis of their continued right to use them. The disclosure must be made by completing a **Prior IP Declaration Form (PIPDF)**
- j. Disclosure or publication of IP before filing an IP application may impair or eliminate the opportunity to secure IP protection; therefore, all staff and students must keep all IP related information confidential until appropriate measures for its protection have been put in place.
- k. A wilful breach of IP confidentiality before obtaining the IP rights will constitute a serious misconduct of divulging IbriCT confidential information to a third party.

IP Ownership Guidelines

- a. IbriCT, by default, shall have ownership on all IP that is produced from sponsored research by staff and students during the regular course of employment and studentship unless otherwise a contract contrary to it.
- b. If an IP is produced out of any independent research, the resultant IP ownership shall be determined on a case-by-case basis.
- c. IbriCT will be the co-owner of the copyrights of teaching materials, books produced for academic purposes in IbriCT, software developed, data sets, in-house videos and audios developed for educational purposes, and author-created version of an original journal or conference articles.
- d. IbriCT will own all logo, trademark / service mark, website contents, texts, photos and other materials contained in its web page created for the use of IbriCT.
- e. IbriCT shall have perpetual, non-exclusive, royalty-free, irrevocable licence to use or copy co-owned IP for research and educational purposes.

IP Commercialisation Guidelines

- a. IbriCT shall facilitate the commercialisation of IP under its ownership and identify potential licensee(s). The author shall extend the needed assistance in the entire process of commercialisation. The timeline for commercialisation of IP will be subject to the prevailing market conditions and the status of IP disclosure.
- b. IbriCT shall be entitled to identify approach, negotiate and reach an agreement with potential IP licensee(s) and will be authorised to make a contract for commercialisation on a case-by-case basis subject to the approval of IEU.
- c. In case IbriCT fails to initiate steps to facilitate commercialisation within one year from the date of the disclosure, the author may contact potential licensee(s), provided that the exclusive right of IP has not yet been assigned to a third party. In such a case, the author ought to take all possible steps to ensure the confidentiality conditions through reaching a non-disclosure agreement with the potential licensee(s), throughout the negotiation process.

IP Rewarding Guidelines

- a. An author will be rewarded a royalty based on the merit of each IP, on a case-to-case basis as specified by the contract between the relevant parties.
- b. If there is more than one author contributed in creating an IP or collaborative research leading to the creation of IP, the net royalty will be shared equally among all contributors unless otherwise a written contract contrary to it among themselves, in such case, the same should be notified to IEU.
- c. In case of disputes on the terms of distribution among the authors, a royalty distribution proportion will be determined by the IEU of which the decision will be final and binding to all.

IP Waiver Guidelines

- a. If any staff or student wishes to waive his/her IP rights, the concerned staff or student shall approach IEU with a formal written request.
- b. The IEU shall reserve the right to review all waiver request and submit a report of its observations to the CC to take suitable action based on the merit of the case. The decision of the CC shall be final and binding to all.

Other Guidelines

- a. This policy does not stop any of its staff or students to engage in research activities outside of IbriCT subject to the conditions of the relevant laws in Oman.
- b. IbriCT shall reserve the right to include an indemnity clause in any IP contract to protect the best interests of its staff and students. IbriCT shall reserve the right to engage in any litigation proceedings of any sort with regard to the infringement of its IP rights.
- c. Queries on the interpretation, clarification, or current status, of this policy, may be addressed to the office of the IEU.
- d. In case of any dispute about this policy, the grievances shall be referred to the IEU for adjudicating the matter amicably in consultation with the CC. If a party to such a dispute is a student, a student representative shall be appointed by the Assistant Dean of Student Affairs.
- e. In case of the dispute not resolved at the college level, the parties can adjudicate the issues in the court of Law in Oman according to Sultanate's IP laws.

6.2 IP Procedure

- a. Staff and students who have a potential IP shall disclose the matter to his/her HoD/HoS/HoC in writing.
- b. The HoD/HoS/HoC shall inform (in writing) the matter to QAD.
- c. QAD after scrutinising shall forward to the IEU.
- d. IEU should verify whether the reported IP has a registration potential.
- e. If the reported IP is originated from a sponsored research, IEU shall check for a governing agreement that determine the terms and conditions of IP ownership. If not, it will get an agreement negotiated and signed with a sponsor within 30 days from the date of reporting.
- f. Once the terms of ownership have been agreed upon, the author/contributors shall fill up the IP Disclosure Form (IPDF).
- g. IEU shall decide on the type of IP rights based on the information provided in IPDF.
- h. IEU shall initiate the IP right registration process with Ministry of Commerce and Industry (MoCI) with the support (if needed) from the author(s).
- i. If MoCI does not grant the IP, IEU shall trigger the appeal process with the MoCI as per Oman IP laws.
- j. If the IP is granted, IEU shall verify the commercial viability of the registered IP.
- k. If the IP is commercially viable, IEU may search for a potential licensee.
- l. In case IP is not commercially viable or IEU fails to identify a potential licensee, the registered IP shall be recorded in IbriCT IP repository. In either case, the author(s) of the IP can still search for a potential licensee without seeking the assistance of IEU.
- m. If licensee has been identified, IEU shall commence the negotiation process to reach a commercialization agreement with licensee in consultation with author(s) and the College Council.
- n. Once a draft agreement has been reached, it shall be forwarded to the CC for approval and for final signing.

7. Responsibilities

Innovation and Entrepreneurship Unit

When a need arises, the Innovation and Entrepreneurship Unit shall advise and recommend to the College Council on a case-by-case basis on the following issue, but not limited to,

- Accepting IP applications
- Liaison with attorney office to facilitate patenting and securing IP
- Finding potential licensee of IP.
- Resolutions of disputes and appeals related to IP
- Granting exceptions from the policy
- Ownership waiver requests.
- Matters that the CC deems to be appropriate

8. Supporting Documents

- IP Disclosure Form
- Teaching Materials Declaration Form
- IP Procedure Flowchart

9. Related Policy and Procedures

Research and Consultancy Policy
Student Project Procedures

References:

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