

## 1. Purpose

The Intellectual Property Policy (the “Policy”) describes the requirements for the effective management, protection and commercialization of intellectual property (IP) at KAUST.

## 2. Scope

This Policy applies to all members of the KAUST Community and has four objectives:

- 1) To ensure that new knowledge and technology created at KAUST are effectively transferred for public benefit and for the economic development of the Kingdom of Saudi Arabia;
- 2) To encourage, serve, promote, and strengthen the KAUST research and economic development missions;
- 3) To foster the development of new and innovative business models and practices for effective transfer of KAUST Intellectual Property to the private sector; and,
- 4) To set out clear requirements for determining the rights and obligations of KAUST, the KAUST Community and third-party sponsors of research at KAUST.

## 3. Definitions

- 3.1. “Deductible Expenses”** means all KAUST’s out of pocket costs incurred for the assessment, legal protection, maintenance (including maintenance fees for patents in all jurisdictions, when applicable), marketing and commercialization (including start-ups, proof of concept, venture capital investment, out-of-pocket expenses and legal costs associated with entity formation) of KAUST Intellectual Property, and including, but not limited to, taxes, government fees and the costs of any legal proceedings by or against KAUST (including any costs or damages assessed against KAUST in any such proceedings).
- 3.2. “Gross Revenue”** means all monetary compensation received by KAUST in exchange for the sale or other transfer of KAUST Intellectual Property rights, regardless of the form of payment. Gross Revenue includes, but is not limited to, one-time fees and payments, running royalties, proceeds from the liquidation of equity holdings and other forms of cash benefits, but excludes funds for sponsored research, ancillary services, leases, philanthropy and the like. Equity holdings are excluded until such assets are liquidated.
- 3.3. “Inventors and Authors”** means all members of the KAUST Community who conceive, reduce to practice, author or create Intellectual Property, or who qualify as inventors and authors under the intellectual property laws of any country where KAUST may file for legal protection of Intellectual Property.

**3.4. “Intellectual Property”** means all (i) inventions (whether patentable or unpatentable and whether or not reduced to practice), and all improvements thereto, (ii) patents, patent applications, patent disclosures, utility models, utility model applications and utility model disclosures; (iii) trademarks, service marks, trade names, domain names and logos, and all goodwill associated therewith; (iv) works of authorship, copyrights, whether registered or unregistered (including copyrights in software), “moral” rights and applications for copyright registrations; (v) confidential and proprietary information, or non-public processes, procedures, trade secrets, designs, drawings, specifications, technology, know-how, techniques, algorithms, databases and data collections, formulas, concepts, developments, improvements, marketing plans, ideas and technical data and information, and all software; (vi) all moral and economic rights of authors and inventors, however denominated; (vii) divisions, continuations, continuations-in-part, renewals, reissuances, and extensions of the foregoing (where applicable); and (viii) any similar or equivalent rights to any of the foregoing, throughout the world.

**3.5. “KAUST Community”** means all persons who shall be bound by this Policy, namely, all KAUST personnel (including faculty, staff, and research scientists), post-doctoral fellows, students and other persons (such as visiting faculty, visiting scholars, visiting students, and visiting post-doctoral fellows) who intend or may participate in KAUST research or utilize KAUST funds, facilities or resources.

**3.6. “Net Revenue”** means Gross Revenue less Deductible Expenses, provided that, where Deductible Expenses exceed Gross Revenue, Net Revenue shall be zero.

**3.7. “Tangible Research Property”** means all tangible items produced in the course of research or other projects supported by KAUST or external sponsors.

**3.8. “Traditional Academic Works”** means all academic works, regardless of format, made at an Author’s initiative for teaching and other educational purposes at KAUST, including books (including textbooks) and educational courseware developed for use in a KAUST classroom and course. This classification also includes copyright ownership of scholarly publications, only for the purpose of assigning such ownership rights to publishers of such publications, when required. While Traditional Academic Works may also meet the definition of Intellectual Property and have commercial value, they are created primarily for the academic purposes of KAUST. However, academic works, including textbooks and courseware, developed using KAUST-administered funds, paid specifically to support the development of such academic works, are not considered Traditional Academic Works for purposes of this Policy.

This classification does not exempt the Inventors and Authors of such works from their duty of disclosure as required in Section 6.1.

## 4. Roles and Responsibilities

**4.1. Designated Authority.** The Vice President of Innovation and Economic Development (VPI&ED) shall be responsible for the administration of the KAUST Intellectual Property Policy and shall represent the University in all matters of policy affecting the University’s relations with the KAUST Community, government, industry and the public. The administration of this Policy shall be implemented in accordance with the [Schedule of Delegations and Authorities](#).

**4.2. Policy Administration.** Under the directives of the VPI&ED, the Director of the Technology Transfer Office (the “Director”) is authorized to develop and implement procedures for the protection, management, and commercialization of KAUST Intellectual Property.

**4.3. Technology Transfer Office.** Reporting to the VPI&ED, the Director is charged with leading the Technology Transfer Office (TTO) with carrying out the particular responsibilities described below and elsewhere in this Policy:

- a) Develop and implement an Intellectual Property management and technology transfer program to help achieve KAUST’s economic development goals;
- b) Identify, evaluate and commercialize disclosed Intellectual Property and report periodically thereon to the VPI&ED;
- c) File patent applications and other legal registrations as may be necessary to protect KAUST Intellectual Property to be filed with the relevant authorities in a timely manner;
- d) Facilitate and integrate, in consultation with the Office of the General Counsel, the negotiation and drafting of all Intellectual Property related agreements across KAUST and its subsidiaries;
- e) Report and account for Gross and Net Revenue derived from KAUST Intellectual Property and report to the VPI&ED and the Chief Financial and Human Resources Officer as directed;
- f) Ensure that KAUST meets all Intellectual Property related commitments that are contained in research contracts, licenses and other agreements;
- g) Maintain complete records of all disclosed Intellectual Property and material transfer agreements;
- h) The Director is to serve *ex officio* as secretary of the KAUST Intellectual Property Advisory Committee (IPAC) and deliver quarterly performance and accountability reports to the Committee;
- i) Educate the KAUST Community, government and private entities in Saudi Arabia about intellectual asset management and innovation;
- j) Assure that all technology transfers and exchanges of information comply with import and export control laws; and,
- k) Perform other duties as may be assigned by the President and the VPI&ED.

**4.4. Intellectual Property Advisory Committee.** The IPAC shall assist and advise the Innovation and Economic Development (I&ED) Division with managing all aspects of Intellectual Property at KAUST in accordance with its Charter.

**4.5. Approvals and Signature Authority.** All Intellectual Property terms and conditions in any University agreement under the responsibility of the TTO shall be approved by the Director after review by a lawyer in the Office of the General Counsel if the IP terms in such agreements are materially different from the principles laid down in this Policy or those approved by the TTO or the General Counsel previously. The Director is authorized to approve, without further authority approval, except as to legal form, the various material transfers, non-disclosure agreements and, non-monetary assignments, Intellectual Property registration and management documents, and all license, option, and related technology transfer agreements in accordance with the [Schedule of Delegations and Authorities](#).

**4.6. Policy Application, Exceptions, and Limitations.** This Policy applies to all members of the KAUST Community, and shall be deemed a condition of: (i) employment for KAUST personnel (including faculty, adjunct faculty, staff, and research scientists) and post-doctoral fellows (ii) enrollment by all students, and (iii) admittance by all others, including visiting appointments, including those of faculty, adjunct faculty, research scientists, post-doctoral fellows, and scholars, who may or intend to participate in research at KAUST or make more than incidental use of KAUST funds, facilities or resources. This Policy shall not be interpreted to limit KAUST's ability to meet its obligations under any contract or grant or other third-party agreement of any kind.

## 5. Ownership and Rights to Intellectual Property

**5.1. KAUST Ownership.** Except as otherwise provided in this Policy, all Intellectual Property conceived, first reduced to practice, authored or created, in whole or in part, by one or more members of the KAUST Community, in the course of their KAUST responsibilities or with more than incidental use of KAUST funds, facilities or resources, is the property of KAUST. Title to such Intellectual Property shall be assigned to KAUST immediately upon conception, reduction to practice, authoring or creation of the Intellectual Property, regardless of the source of funding, if any, which supported the development of the Intellectual Property.

**5.2. Externally-Funded Research.** In the case of any Intellectual Property developed in a research project sponsored by a third party or a grant, the terms and conditions for Intellectual Property of the respective contract or grant shall supersede this Policy.

**5.3. Waiver in favor of Inventors and Authors.** Upon approval of the IPAC, the Director may upon reasonable grounds assign or waive rights in Intellectual Property to an Inventor or Author, subject to appropriate licenses and compensation to KAUST and to the extent permitted by law and any applicable third-party agreements.

**5.4. Exception for Traditional Academic Works.** Subject to any agreements with third-party sponsors and collaborators, members of the KAUST Community shall own all rights to their Traditional Academic Works. However, KAUST shall have a perpetual, non-exclusive, royalty-free license to use such Works for research and educational purposes.

**5.5. Commissioned Works and Publications.** KAUST may engage faculty or staff to write for publication or produce copyrighted materials as part of their professional duties. Unless otherwise approved in advance by the VPI&ED, KAUST shall own all such materials, but may provide licenses and assignments thereof upon request.

- 5.6. Copyright Notice.** All published works of authorship shall bear a copyright notice composed and affixed in accordance with Saudi Arabian law and international copyright treaties to which Saudi Arabia is a signatory. KAUST-owned materials shall bear the notice: © (*[year of publication]*) *King Abdullah University of Science and Technology. All Rights Reserved*; or such other notice, as may be required by law. No other academic division, research center or other name may be used in the copyright notice, although the name and address of a KAUST office may be listed below the notice.
- 5.7. Exempt Intellectual Property.** KAUST shall have no rights to Intellectual Property made by members of the KAUST Community on their personal time using personal resources, so long as such Intellectual Property is clearly outside the scope of their appointment and duties to KAUST, and outside their areas of research interest. All Intellectual Property, which is believed to be exempt Intellectual Property by its Inventor or Author, must nevertheless be disclosed under Section 6 and the burden of proving such exemption shall be on the respective Inventors and Authors. The final determination of whether any Intellectual Property is Exempt Intellectual Property shall be made by the Director.
- 5.8. Acquisition of Third-Party Intellectual Property.** In consultation with the IPAC, the VPI&ED may acquire on behalf of KAUST rights to Intellectual Property from third parties, including Intellectual Property excluded from Section 5.1 under the provisions of Sections 5.2, 5.3, 5.4 and 5.7, when to do so would substantially further KAUST's research and/or economic development objectives. Such transactions include, but are not limited to, the commercial licensing of Intellectual Property from KAUST university partners, third party companies and KAUST startup and technology companies. All such transactions shall be governed wholly by their own terms.
- 5.9. Research Licenses after Departure.** If departing personnel, including without limitation faculty and staff, or students require access to research data, computer programs, material samples, biological specimens or other research materials that they helped develop while at KAUST, upon a written request, the Director, in consultation with the IPAC, will endeavor to negotiate with them a license to provide reasonable access to such materials, research or data for research purposes, appropriate to the circumstances.

## 6. Disclosure and Evaluation of Intellectual Property

- 6.1. Mandatory Disclosure.** All Intellectual Property made by members of the KAUST Community must be disclosed to the Director in a signed written document in an approved format ("[Invention Disclosure Form](#)"), even those believed by the Inventors or Authors to be unrelated to their KAUST duties and not involving the use of KAUST funds, resources or facilities. Disclosure must be made as soon as practicable and must comply with any applicable third-party agreement. Disclosures shall completely and accurately convey all relevant information in a thorough and timely manner and shall be signed by all Inventors and Authors. At the time of disclosure, and continuing thereafter, Inventors and Authors shall promptly: (1) disclose all potential conflicts of interest in accordance with the [KAUST Faculty and Staff Member Conflict of Interest and Conflict of Commitment Policy](#); and (2) disclose to the Director any known information, including prior art reference(s), that may be reasonably expected to be material in the examination of a patent, utility model, design, or trademark application, directed to his or her invention, work or creation, or to be material to a determination of originality of a work to be protected by copyright.

- 6.2. Publication and Intellectual Property Rights.** Members of the KAUST Community are required to consult with the Director prior to submitting manuscripts, abstracts or other materials for publication or presentation, to ensure that no patent or design rights are compromised by public disclosure. The Director shall expeditiously review such materials and, if one or more patent or design applications are to be filed, proceed quickly to avoid undue delay in publication.
- 6.3. Execution of Assignments.** Intellectual Property is assigned to KAUST by the Inventors and Authors at the time of the conception or reduction to practice of the Intellectual Property, whichever occurs first for purposes of permitting a legal transfer of title. At the time of disclosure of the Intellectual Property to KAUST, or within the disclosure document itself, all Inventors and Authors, to the extent determined as such, shall execute formal written assignments to KAUST, thereby memorializing the assignment of title in the Intellectual Property, which occurred at the time of conception and/or reduction to practice. All Inventors and Authors shall sign any other documents, such as patent, utility model, design and copyright application filings, that the Director may require, in his sole discretion, to perfect KAUST's legal rights to the Intellectual Property and to comply with third-party agreements.
- 6.4. Entrepreneur Assistance for Economic Development.** The Director may assist the efforts of Inventors and Authors to form new companies by providing or facilitating technical assistance, Intellectual Property advice and other services, including the arrangement for licensing or other transfer of Intellectual Property to or from third parties. Such assistance may be provided to Inventors and Authors, regarding Intellectual Property that is exempt under the provisions of Sections 5.4 and 5.7, on terms to be agreed upon by the parties.
- 6.5. Duty to Disclose Material Information and Assist in Intellectual Property Application Filing and Prosecution.** Inventors and Authors are required to assist the Director in the prosecution of a patent, utility model, design and/or copyright application(s) directed to his or her invention or work. Each individual associated with the filing and prosecution of a patent, utility model, design or copyright application has a duty of candor and good faith in dealing with national/regional governmental Intellectual Property Offices, which includes a duty to disclose to those Offices all information known to that individual to be material to patentability or registrability. Information is material to patentability or registrability when it establishes, by itself or in combination with other information, that a claimed invention may be unprotectable. It is also material if it refutes, or is inconsistent with, a position an applicant takes asserting an argument of patentability or registrability or in opposing an argument of unpatentability or unregistrability relied on by the national/regional governmental Intellectual Property Office when examining the relevant application.

## 7. Other Categories of Intellectual Property

- 7.1. Trademarks.** KAUST shall have sole ownership and right to register, use and display trademarks and domain names incorporating any trade designation, word, device, or logo or any variant thereof of KAUST or any other KAUST Trademark Intellectual Property. Filing of any application or adoption by use of any other Trademark, similar or related to any trade designation, trademark, word, name, device or logo of KAUST, according to KAUST's [Name, Logo and Trademark Policy](#), by any person seeking possible protection through trademark registration, business name registration, or use must submit the request for approval with an appropriate justification in accordance with the requirements of the [Schedule of Delegations and Authorities](#). No member of the KAUST Community may use or alter KAUST's name, trade designations, word marks, devices, trademarks or logos to designate or endorse any



goods or services, without the prior written approval of a lawyer in the Office of the General Counsel. The Director may register and manage trademarks that are developed to commercialize or license Intellectual Property in accordance with the [Schedule of Delegations and Authorities](#).

**7.2. KAUST Confidential Information.** KAUST Intellectual Property disclosures, legal documents, research results and certain proprietary business information may have commercial or legal value when held confidentially (“Confidential Information”). Proprietary information arising out of KAUST work, including, but not limited to, terms of research agreements, financial arrangements or confidential business information shall be retained in confidence to the extent required to effectively conduct business. Confidential Information should be disclosed to third parties only under the terms of a non-disclosure agreement or as otherwise may be approved by the Director or the General Counsel. The KAUST Community shall adhere to the following when handling Confidential Information:

- a) Research in progress, unpublished research results and proprietary information received from third parties shall be treated with care and with due regard for potential patentability and the confidentiality obligations attached thereto. Written records must be kept of the date, the identity of the recipient and the extent of disclosure of any of the foregoing information.
- b) Information received by KAUST from a third party under a confidentiality agreement may only be disclosed within KAUST to persons having a need to know such information.
- c) Nothing in this Section 7.2 shall limit or restrict the right of the KAUST Community to freely publish results of their research, subject only to reasonable delays to preserve patent or other intellectual property rights and in full compliance with any confidentiality obligations related to such results.
- d) In limited circumstances and in furtherance of KAUST’s strategic interest, the Director may, with the approval of the VPI&ED, hold and commercialize unpublished information as a trade secret in countries where trade secrets are legally protected.

## 8. Intellectual Property Transactions and Revenues

**8.1. Authorized Transactions.** The Director is responsible for protecting, managing and commercializing Intellectual Property owned by KAUST or in which KAUST has a beneficial interest, and insuring that technology transfer practices further and advance KAUST’s economic development mission. The Director, in consultation with the IPAC, is to use reasonable professional care in discharging these responsibilities. Due to changing laws, markets, and the nature of new technology itself, the Director is authorized, after appropriate due diligence, to exercise discretion and flexibility to implement such practices and negotiate such agreements as may be required to achieve the purposes of this Policy. For example, the Director may grant to third parties various rights to research results, Tangible Research Property and Intellectual Property for appropriate compensation and under other terms as may be prudent to further KAUST’s economic development mission, including assignment of KAUST Intellectual Property rights in whole or in part to third parties subject to approval by the IPAC.

**8.2. Payments to Inventors and Authors.** It is the intent of KAUST through this Policy to incentivize Inventors, Authors and other stakeholders to participate in technology transfer and economic development by sharing with them Net Revenues, obtained by KAUST from the commercialization of Intellectual Property. Individual Inventors and Authors shall receive 50% of the Net Revenue obtained by KAUST from the transfer of rights in the respective Intellectual Property they individually created. Any remaining Net Revenue shall be dispersed to the University and used at the discretion of the President. Where there is more than one Inventor or Author, the 50% of Net Revenue allocated for payment to the Inventors or Authors shall be divided equally among the various Inventors or Authors unless the participants have unanimously agreed otherwise in writing.

**8.3. Payment Terms.** Payments shall be subject to all laws of the Kingdom of Saudi Arabia and other countries when applicable and in accordance with applicable third-party agreements. KAUST shall not be responsible for accounting for or reporting such payments for tax purposes. Compliance with all tax laws and any liability under such laws shall be the sole responsibility of persons receiving payments. In the event of the death of a payee, such payments shall continue to their successors in interest, estates or heirs to the extent permitted under the laws of Saudi Arabia.

**8.4. Institutional Responsibility.** The Director shall always act in KAUST's strategic interest to ensure that Intellectual Property attains the maximum-benefit to KAUST and the Kingdom of Saudi Arabia. The Director shall have sole discretion within the constraints of this Policy and available resources to determine which Intellectual Property shall be patented, registered or otherwise legally protected and, when appropriate, how it may best be maintained and transferred. In any case of Intellectual Property disclosed under this Policy, KAUST shall not be obligated to any individual Inventors and Authors to seek legal protection for any Intellectual Property, e.g., by filing a patent application, waive or transfer the rights to the Intellectual Property, seek any particular financial terms or to institute or defend any legal proceedings.

## 9. Dispute Resolution and Appeal

**9.1. Notice of Dispute.** If one or more Inventors or Authors ("Claimant") objects to KAUST's ownership of Intellectual Property or any other interpretations of this Policy, he or she may file a notice of claim in writing with the Director. The Claimant shall provide all information and documentation that may be helpful to a full and fair resolution of the issues, including: (i) the circumstances under which the Intellectual Property originated; (ii) the scope of the Claimant's employment duties at the time it originated; and, (iii) any other documentary evidence supporting the claim. The Claimant shall bear the burden of proving his or her ownership or rights to the Intellectual Property in question. The Director shall respond to Claimant in writing within twenty-one (21) calendar days after receiving the written notice of claim.

**9.2. Appeal.** In the case of an adverse decision by the Director, Claimant may, within fifteen (15) calendar days after being notified in writing of the Director's decision, make a written appeal to the IPAC. The IPAC shall reasonably consider all materials submitted by the Claimant and conduct such review and investigation as it deems reasonably necessary. The IPAC shall promptly render a decision in the matter in writing to the Claimant. The IPAC may in any case, or as a matter of policy, institute such other procedures as may be in the interest of fairness and equity. This Policy



shall in no way limit any right granted under any KAUST grievance or other dispute resolution policy.

## 10. Exceptions and Amendments

**10.1 Exceptions to this Policy.** In an individual case, the IPAC may, with the approval of the President, make an exception to this Policy where to do so would be fair and equitable to the KAUST Community or in the strategic interests of KAUST.

**10.2 Amendment.** The President may, upon notice to the Director and the IPAC, may make such amendments to this Policy as he deems to be in the interest of KAUST.

## 11. References

[Faculty and Staff Member Conflict of Interest and Conflict of Commitment Policy](#)

[Name, Logo and Trademark Policy](#)


[Intellectual Property Committee Charter](#)

[Invention Disclosure Form](#)

[Schedule of Delegations and Authorities](#)

### APPROVED BY

**Nadhmi Al-Nasr**  
**Interim President**



Date: Dec 10, 2017