



جامعة الإمام عبد الرحمن بن فيصل
IMAM ABDULRAHMAN BIN FAISAL UNIVERSITY

وكالة الجامعة للبحث العلمي والإبتكار
University Vice Presidency for Scientific Research and Innovation

Intellectual Property Policy Document for Imam Abdulrahman bin Faisal University



مكتب براءة الاختراع
ونقل التقنية
PATENT & TECHNOLOGY
TRANSFER OFFICE



MARKETING UNIT
وحدة التسويق
وكالة البحث العلمي والإبتكار
VICE PRESIDENCY FOR SCIENTIFIC RESEARCH AND INNOVATION

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Introduction

Intellectual creativity in all its forms is necessary to compete in the global environment, and scientific development is the basis for economic, social, and technological mobility in society. Universities and research institutions are considered a major arena in which scientific development takes place, and the strategic objectives of Imam Abdulrahman bin Faisal University enhance this constructive approach in learning, scientific research, and community service to build knowledge networks locally, regionally, and internationally.

Intellectual property is the main tool that enables universities and society as a whole to support the knowledge economic transformation and maintain the sustainability of research development and intellectual creativity processes, in order to create economic opportunities that are later developed to be an important resource that helps achieve sustainability and contribute towards achieving the goals of the Kingdom of Saudi Arabia's Vision 2030.

Intellectual property policies are an essential element for the effective management of intellectual property within academic and research institutions, and for achieving successful cooperation between them and those who market, license, or exploit intellectual property assets. Therefore, adopting an intellectual property policy in its various fields and enhancing the benefit from research and knowledge results is one of the strategic goals upon which Imam Abdulrahman bin Faisal University relies in marketing its knowledge assets so that it obtains additional sources of funding, which can be directed to more research projects, in addition to ensuring partnerships with the private sector and other organizations in order for academic research results to have a broad impact, including the competitiveness of the industry, the creation of startups, or confronting economic and social challenges.

The Purpose of this Policy

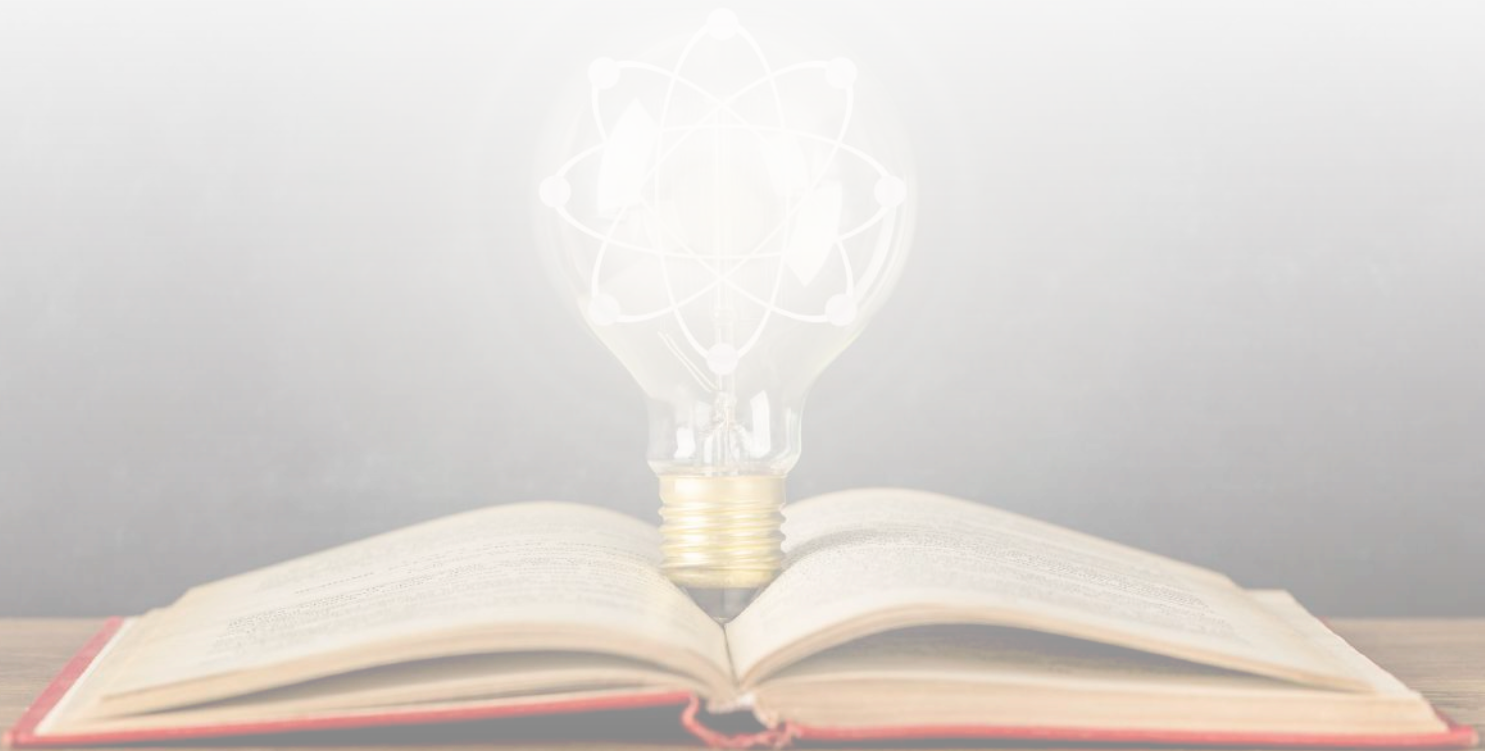
The purpose of this policy is to manage, protect, and exploit intellectual property, and to clarify the obligations, rights, and duties resulting from intellectual property assets and the distribution of revenues resulting from them and others, so that the parties concerned have full awareness of their rights and duties towards intellectual property. This policy also seeks to establish the necessary guidelines, procedures, and restrictions to avoid spontaneous infringements on the intellectual property of others and to utilize intellectual property to serve the university's goals.

Unless otherwise stated, this policy should not be construed as limiting the ability of Imam Abdulrahman bin Faisal University to fulfill its obligations under any grant, contract, or agreement with a third party of any kind, and the purpose of this policy is to comply with the laws of Intellectual property of the Kingdom of Saudi Arabia, consistent with international agreements and laws, and must be interpreted accordingly.

Therefore, this policy came in line with the guideline for intellectual property policy for universities and research centers, which was provided to the university by the Saudi Authority for Intellectual Property No. 001268 - 43 - 206, dated 4/20/1443 AH, based on the organization of the Saudi Authority for Intellectual Property issued by Council of Ministers Resolution No. 496, dated 14/9/1439 AH.

Chapter One

Definitions



Chapter One: Definitions

The following phrases and terms - wherever they appear in this policy - have the meanings stated across from them unless the context requires otherwise.

University: Imam Abdulrahman bin Faisal University.

Policy: Intellectual Property Policy.

System: The Saudi Universities System issued by Royal Decree No. M/27 dated 03/02/1441 AH.

Imam Abdulrahman bin Faisal University employees: They are all employees of the university with all its cadres, students during their study period including graduate students and university graduates who conducted their research within the university during their study period.


Partner: Any entity that enters into a partnership with the university from the government or private sector or individuals.

Partnership: Any arrangement whereby Imam Abdulrahman bin Faisal University agrees with any other entity or entities to jointly conduct research and development projects or other projects that are creative and financially supported by them and are being implemented jointly.

Research Agreement: Defined as a research services agreement, a research and development cooperation agreement, a materials transfer agreement, a confidentiality agreement, an agreement to provide consulting services, or any type of agreement related to the research carried out by researchers, or intellectual property created at Imam Abdulrahman bin Faisal University.

Scientific works: All works protected by copyright that are the outputs of university employees, including research, creativity, and other outputs in his areas of expertise.

Visitor: Any individual from any other entity outside the university who carries out his work there based on a scientific research or administrative cooperation agreement, including visiting professors, assistant professors, assistants, teachers, cooperating researchers, scientists, students, and volunteers.



Beneficiary: The natural or legal person who receives financial assistance from the university to support the conduct of research, continuing education, or any other purpose in accordance with any agreement that does not specify specific outcomes.

Intellectual property: is the output of the human mind's creativity, which includes, but is not limited to, patents, copyright, trademarks, drawings, designs, models, specifications, concepts, processes, technologies, databases, trade names, plant varieties, trade secrets, and consulting etc.


Invention: It is a new idea that the inventor comes up with that results in solving a technical problem.

Patent: It is a protection document granted to whoever has invented an invention for a specific period, and which is issued by government patent offices in the country in which the patent application was registered.

Trademark: is everything that takes a distinctive form, including names, words, signatures, letters, symbols, numbers, addresses, seals, drawings, pictures, inscriptions, packaging, or pictorial elements, or shapes, color, color combinations, or a combination thereof, or any sign or combination of signs if they are used or intended to be used to distinguish the goods or services of one establishment from the goods or services of other establishments, or to indicate the performance of a service, or To conduct monitoring or examination of goods or services, a sound or smell mark may be considered a trademark.

Industrial models: a collection of two-dimensional lines or colors, or a three-dimensional shape, that gives any industrial product or traditional craft product a special appearance, provided that it is not merely for a functional or technical purpose, and this includes textile designs.

Disclosure: is the disclosure and transfer of information related to intellectual property to other parties. For example, but not limited to: disclosure in written or oral form, communication via email, publication on social networking sites or blogs, disclosure in a news report, press release or interview, publication in a journal, abstract, or report, presented at a conference, invention presentation or industrial application of the invention at a trade show.



Disclosure form: These are the forms prepared by the university's Intellectual Property Management Office for the discloser for the purpose of written disclosure of intellectual property according to the manual or electronic forms it specifies, which it submits to the office to consider the eligibility of the intellectual property that has been disclosed and the mechanism for its management.

Confidential information: It includes information and disclosures about the intellectual property rights of Imam Abdul Rahman bin Faisal University, legal documents, research results, and commercial information related to the university that may have commercial or legal value when withheld in complete confidentiality.

Protection document: The document granted by the competent authority in the country for a subject of protection. It is either a patent, a design certificate, a plant patent, or an industrial model certificate.

The inventor: He is the person who came up with the invention, whether alone or in partnership with others.

Innovator: is the inventor, creator, author, programmer, or any person who produces a form of intellectual property.

Author: Every creator who has created, with his own effort, a literary, artistic, or scientific work, such as a writer, poet, painter, musician, or other such artist, according to the form in which the expression is expressed.

Copyright: The group of moral and material interests that a person has over his work.

Work: An innovative literary, scientific, or artistic production, regardless of its type, importance, method of expression, or purpose of its composition.

Publishing: Transmitting or communicating the work, directly or indirectly, to the public, or extracting copies or images from it or from any of its parts that can be read, seen, heard, or performed.

Scientific Publishing Center: It is a center concerned with the intellectual and literary production of faculty members and publishing them in works that comply with international publishing standards.

Copying: Producing one or more copies of a literary, artistic, or scientific work on a physical medium, including any audio or visual recording.

Copyright infringement: Any unauthorized use of the work by the right holder in violation of the usage instructions specified by the right holder, or committing one or more of the violations stipulated in the copyright protection system and its executive regulations.

Trade secrets: any information characterized by the following:

- 1) If it is usually unknown in its final form, or in any of its precise components, and it is difficult to obtain it among those who usually deal with this type of information.
- 2) If it has real or potential commercial value, given that it is confidential.
- 3) If the right holder subjects it to reasonable measures, commensurate with its nature and surrounding circumstances, to maintain its confidentiality.

Previous Intellectual Property: These are the intellectual property rights that may be related to any agreement, which resulted from the following:

(a) Before the effective date of the agreement to which Imam Abdulrahman bin Faisal University is a party, and which was owned or controlled by another party, and/or any of its affiliates.

(b) Resulting from independent activities by another party and/or its affiliates, outside the scope of the agreements to which the University is a party.

International Application: A patent application that has been submitted (filed) under the provisions of the Patent Cooperation Treaty (PCT).

Patent Cooperation Treaty (PCT): It is a patent cooperation treaty supervised by the World Intellectual Property Organization, which is effective in the Kingdom as of August 3, 2013.

Funding: All financial and non-financial resources that the university receives, whether from the government, its own resources, or through any external funder.

Funding links: Any contract, grant, or cooperative agreement concluded between the university and another party to finance a specific project/projects to perform research,



development, or creative work whose outputs are expected to generate intellectual property assets.

The Office: It is the patent and technology transfer office at the university, and it is the body that is established within the framework of this policy to supervise all aspects of intellectual property proposed by this policy.

The Standing Committee for Intellectual Property: It is the committee that is established by a decision of the University President to carry out several tasks based on rules and procedures proposed by the office and issued by a decision of the University President.

Chairman of the Intellectual Property Committee: Chairman of the Standing Committee for Intellectual Property appointed by the President of the University, Vice President for Scientific Research and Innovation.

Subcommittees: These are committees emanating from the Permanent Committee for Intellectual Property that are formed as needed, by decision of the person with authority, and they may be permanent or non-permanent.

Intellectual property management: A set of administrative and legal procedures and steps carried out by an intellectual property legal unit.

Owned research assets: All tangible or intangible objects produced in the course of research projects or other projects that the university supports or is involved in supporting. Such property includes, but is not limited to: biological materials, engineering drawings, computer software, integrated circuit chips, computer databases, hardware models, electrical circuit diagrams, and equipment.

University resources: means any form of funds, facilities, or owned assets, including but not limited to: equipment, consumables, information, libraries, and human resources provided directly or indirectly by Imam Abdulrahman bin Faisal University.

Intellectual Property Expenses: All expenses incurred by the University in managing intellectual property for which gross intellectual property revenues may be received.

Intellectual Property Revenues: All revenues received by the University for the use of intellectual property rights, which includes but is not limited to marketing, selling,



assigning, or licensing them before any cost recovery or deductions for intellectual property expenses.

Development expenses: All expenses incurred by the university for the development of intellectual property and technology transfer operations.

Net revenue: The value of revenue after deducting all expenses.

Transfer of intellectual property or commercialization: Intellectual property can be exploited in a number of ways, for example: copyright arrangements (such as publishing contracts), patent licenses, software licenses, rights to industrial designs, joint ventures, and spin-offs.

Exclusive license: A license that grants the licensee the right to exploit intellectual property rights and prevents the licensor from granting the same rights to others according to certain conditions between the two parties.

Non-exclusive license: A license that grants the licensee the right to exploit intellectual property rights and does not prevent the licensor from granting the same rights to others according to certain conditions between the two parties.

Subsidiary entities: means any entity established for the purpose of exploiting intellectual property stemming from the university.

Chapter Two

General Intellectual Property Policy



Chapter Two: General Intellectual Property Policy

In general, the university seeks to enhance the benefit from its scientific research outputs and to direct it in a way that enhances intellectual property assets of high economic value. This leads to achieving the following pillars of intellectual property:

- 1.** The university actively seeks to protect the intellectual property of inventions and creations made by its employees and those who have a relationship with it, or those inventions and creations it obtains by any means, in order to ensure their use in support of its objectives.
- 2.** The university provides the necessary resources to implement this policy in accordance with the best recognized practices for protecting and managing intellectual property.
- 3.** The University seeks to improve the benefits it derives from the intellectual property it owns or is licensed to use.
- 4.** The university respects and takes into account the intellectual property rights of other entities in all its activities.
- 5.** In the event that the university assigns its rights to an invention, literary work, or other types of intellectual property, or licenses any of them in accordance with what is specified in this policy, the assignee or licensee may be the inventor or owner of the work itself.
- 6.** Commitment to the provisions of international treaties, agreements and regulations regulating intellectual property, to which the Kingdom of Saudi Arabia is a party, or local regulations issued by royal decree related to intellectual property, including the following:
 - a)** The system of patents and schematic designs for integrated circuits, plant varieties, and industrial models issued by Royal Decree No. (M/27) dated 5/29/1425 AH, corresponding to July 17, 2004 AD, and amended by Council of Ministers Resolution No. 536, dated 10/29/1439 AH, and its executive regulations.

b) The patent system for the countries of the Cooperation Council for the Arab States of the Gulf, approved by Royal Decree No. M/28 dated 01/01/1422 AH corresponding to 03/26/2001 AD, and its executive regulations. The patent system for the Gulf Cooperation Council countries is considered a regional system, covering geographically all the Gulf Cooperation Council countries, including the Kingdom of Saudi Arabia.

c) A Copyright Protection System issued pursuant to Royal Decree No. (M/41) dated 2 Rajab 1424 AH corresponding to August 30, 2003 AD, and amended by Cabinet Resolution No. 536 dated 10/29/1439 AH and its executive regulations.

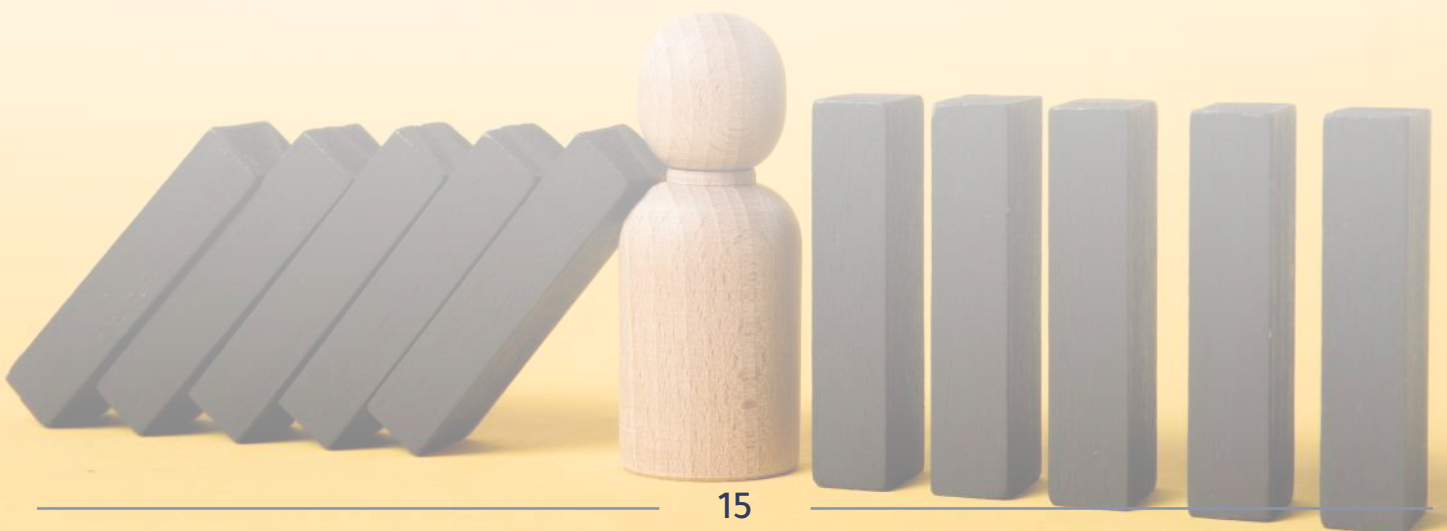
d) The Trademarks Law (Regulation) of the Cooperation Council for the Arab States of the Gulf approved by Royal Decree No. (M/51) dated 07/26/1435 AH corresponding to May 25, 2014 AD, and its executive regulations.

e) Regulations for the Protection of Confidential Commercial Information issued by Resolution No. 3218 of the Minister of Commerce and Industry on 02/25/1426 AH, corresponding to May 4, 2005, and amended by Resolution No. 4319 on 01/05/1426 AH, corresponding to June 8, 2005 AD.

f) The rules and regulations issued by the Saudi Authority for Intellectual Property.

Chapter Three

Principles, Objectives, and Scope of Intellectual Property Policy





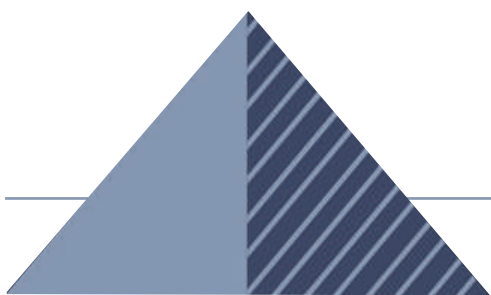
Chapter Three: Principles, Objectives, and Scope of Intellectual Property Policy

(3-1) Principles of intellectual property policy

1. This policy is consistent with the relevant laws and regulations applied in the Kingdom of Saudi Arabia.
2. It is consistent with international treaties and agreements to which the Kingdom is a member.
3. It seeks to take effective and necessary measures to protect intellectual property rights.
4. Supporting, enabling, and exploiting innovations.
5. Supporting and achieving the goals set forth in the university system and working to enhance its scientific, research and societal standing.
6. Considering and respecting the intellectual property rights of other entities.

(3-2) Objectives of intellectual property policy

1. Protecting the intellectual property rights of the university, its employees, and those who have a relationship with it.
2. Forming a clear vision for the university about who owns the intellectual output of joint cooperation and the resulting economic and commercial rights and who controls them.
3. Awareness of the laws and regulations related to the protection and enforcement of intellectual property rights.
4. Promoting scientific research and technical development and motivating researchers by providing a supportive environment for the production of intellectual property.





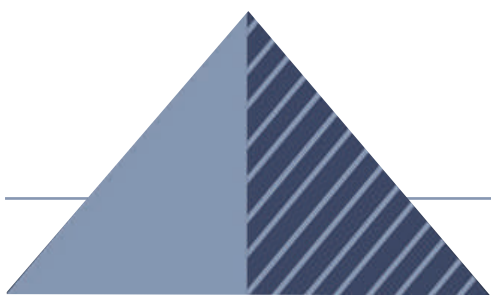
5. Manage intellectual property revenues to provide funding for further scientific research activities at Imam Abdulrahman bin Faisal University.
6. Enhancing the use of intellectual property to contribute to building a knowledge-based economy at Imam Abdul Rahman bin Faisal University through technology transfer and development processes, stimulating the establishment of emerging companies, and bringing knowledge-based economic opportunities.

(3-3) Scope of intellectual property policy

1. This policy applies to employees of Imam Abdul Rahman bin Faisal University and should be a condition for the following:
 - a) Employment.
 - b) Enrollment of students in the university.
 - c) The right to enter and join the university.

And permission is given in relation to, but not limited to, visiting collaborators, colleagues, researchers, beneficiaries, consultants, and anyone who uses the resources of Imam Abdulrahman bin Faisal University and/or its facilities.

2. This policy applies to all research and development activities.
3. This policy includes all areas of intellectual property.
4. This policy applies to all cases of intellectual property production.



Chapter Four

Managing Intellectual Property



Chapter Four: Managing Intellectual Property

(4-1) Upper Management Policy

- The university president holds the highest supervisory authority in all matters related to intellectual property.
- The Vice President for Scientific Research and Innovation is responsible for managing the university's intellectual property policy and all other matters related to intellectual property.

(4-2) Standing Committee for Intellectual Property

Its main role is the proper management of intellectual property in accordance with the policy established by the university to facilitate its protection and commercial exploitation. Its membership includes members who have knowledge and experience in the field of intellectual property and are familiar with intellectual property policies and laws locally and globally, and represent the university's various specialized tracks. Each member of the Intellectual Property Committee must declare that his/her interests do not conflict with any of the decisions related to the commercial marketing of the product/products arising from intellectual property, and the Chairman of the Committee may seek the assistance of whomever he/she sees fit from inside or outside the university.

The committee is formed, headed by the Vice President for Scientific Research and Innovation, by decision of the University President, and members are appointed based on the nomination of the Chairman of the Committee for a period of two years.

(4-2-1) Chairman of the Standing Committee for Intellectual Property

The Chairman of the Standing Committee for Intellectual Property is responsible for implementing the following duties based on the recommendation of the Standing Committee for Intellectual Property, and his duties include:

1. Supervising the implementation of the university's intellectual property policy.
2. Supervising the mechanism and procedures for intellectual property requests that

have been disclosed at the university in coordination with the relevant authorities.

3. Supervising the protection and commercialization of the disclosed intellectual property.
4. Providing appropriate recommendations to protect intellectual property that has been disclosed to the Standing Committee for Intellectual Property.
5. Coordination with the Scientific Council to ensure the university's commitment to intellectual property policies.
6. Informing the university president of the total and net revenues resulting from the university's intellectual property.
7. Supervising the maintenance of adequate records of disclosed intellectual property and technology transfer agreements.

(4-2-2) Tasks of the Standing Committee for Intellectual Property

1. Seeking to protect intellectual property rights.
2. Proposing amendments to the intellectual property policy.
3. Providing explanations for this policy.
4. Generating new financial support through exploiting intellectual property.
5. Generating new financial support through exploiting intellectual property.
6. Submitting an annual report to the University President regarding the implementation of the intellectual property policy and providing recommendations for the purpose of better achieving the university's goals.
7. Review policy implementation guidelines and procedures.
8. Facilitating assistance in all areas related to intellectual property.
9. Ensuring compliance with the legal framework for intellectual property in the Kingdom of Saudi Arabia.

(4-3) Patent and Technology Transfer Office

An office for managing intellectual property at the university, and it is a helpful factor in managing and marketing its intellectual property in a way that ensures enhancing its progress and exploiting it for economic and social benefit. To do so, it has the following powers:

- 1.** Implementing and following up on the university's intellectual property policy.
- 2.** Documenting the intellectual property obtained in accordance with the provisions of this policy.
- 3.** Striving to protect and register intellectual property rights, and follow up on procedures and financial obligations.
- 4.** Receiving requests for disclosure and information necessary to evaluate inventions (innovations) from inventors (innovators).
- 5.** Initial evaluation of the submitted ideas and research and their eligibility for patent registration.
- 6.** Prior art search procedures for disclosure requests submitted by inventors (innovators).
- 7.** Examining and reviewing patent applications and submitting a periodic report to the Standing Committee for Intellectual Property on the office's achievements.
- 8.** Directing inventions according to a preliminary market study prepared by the office in consultation with the Standing Committee for Intellectual Property and its recommendations to determine the appropriate patent office to register them according to the economic value of the invention.
- 9.** Maintaining complete records within an automated information system for the intellectual property that has been disclosed to ensure the efficiency and effectiveness of administrative processes and making decisions related to that information and statistics according to demand.
- 10.** Preparing and approving directions related to intellectual property regarding the entity's agreements, whether internal or external, including but not limited to non-

disclosure agreements, joint invention agreements, research agreements, cooperation and partnership agreements, and data exchange agreements.

11. Ensure that all relevant employees receive the necessary training in areas related to intellectual property protection and management.

12. Providing awareness programs for university employees to raise awareness of the importance of intellectual property rights

13. Managing and facilitating the commercial marketing of intellectual property with the help of specialized local and international partners in this field.

14. Request legal assistance when needed in matters including, but not limited to, commercial marketing and licensing procedures.

15. Recommending to continue or stop paying periodic invention maintenance fees according to clear justifications and foundations in consultation with specialists and presenting them to the Standing Committee for Intellectual Property.

16. Preparing a detailed report of the activities and work that take place during the year in the form of a semi-annual report and submitting it to the Standing Committee for Intellectual Property, to monitor progress in the activities and tasks of the office and to overcome any obstacles it may face, while submitting proposals for continuous development for the benefit of current and future projects, initiatives, and activities of the office.

17. Any other task that the university deems necessary to ensure the protection of its interests related to intellectual property.

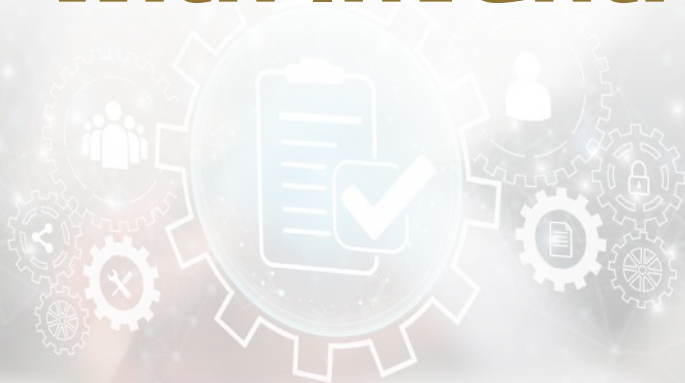
(4-4) Intellectual Property Transactions and Their Revenues

1. The Chairman of the Standing Committee for Intellectual Property is responsible for protecting, managing and marketing the university's intellectual property, with the support of specialists from the university and/or outside it to achieve meaningful results. The university begins the process of obtaining legal protection, and continues to exercise due diligence to protect and market the inventions.

- 2.** He represents the Chairman of the Standing Committee for Intellectual Property (or his delegate) in negotiations related to intellectual property and is responsible for protecting the university's interests in these transactions.
- 3.** Intellectual property agreements are concluded based on the recommendation of the Standing Committee for Intellectual Property, and are reviewed by the competent advisor and the university's legal advisor.
- 4.** With regard to intellectual property agreements, no person other than the President of the University or the Vice President for Scientific Research and Innovation may have the authority to represent the university, or use the university's name or logo in connection with intellectual property without obtaining prior written approval.
- 5.** The scope of intellectual property protection and commercialization is subject to the university's sole discretion, but it is possible to request recommendations from the inventor (innovator).
- 6.** Innovators must provide the necessary support to the university to ensure the protection and marketing of intellectual property, and the university rewards the innovator for his efforts as decided by the Standing Committee for Intellectual Property.

Chapter Five

Policies for Dealing with Inventions



Chapter Five: Policies for Dealing with Inventions

(5-1) Disclosure

The inventor(s) or innovator(s) must:

1. Disclosing all intellectual property rights owned by university employees to the Patent and Technology Transfer Office, which are exploitable as soon as they become aware of them, and not disclosing them to a third party until authorized in writing by the Chairman of the Intellectual Property Committee, and concluding a non-disclosure agreement with this third party.
2. Refraining from public disclosure of research results, which may lead to the loss of its intellectual property rights and registration, before the eligibility for intellectual property protection is considered by the Patent Office. In the event of a desire to publish for acceptable reasons, the Patent and Technology Transfer Office must ensure Consider protecting intellectual property immediately, by filing for a patent so that the inventor or innovator can publish without undue delay.
3. Complete the invention disclosure form, whether electronic or paper, attaching all the necessary documents about the invention, and submit it to the Patent and Technology Transfer Office.
4. Take all necessary steps at all times to maintain the confidentiality of any intellectual information that can be exploited and not do anything that would prejudice the right to request registered protection.
5. Understanding that the disclosure date is the date on which the Patent and Technology Transfer Office receives the full disclosure and in turn must record all relevant information.
6. The inventor(s) must cooperate with the university in requesting and following up on any registered intellectual property, based on the university's request.

7. Prepare all documents and carry out all procedures that may be necessary to obtain approval to grant a patent.

(5-2) Processing the Disclosure Form

1. The Patent and Technology Transfer Office reviews the disclosure forms for inventions submitted to it, and makes a preliminary assessment of the invention and the extent of its patentability in terms of novelty, clarity, and industrial applicability within a period determined by the office.

2. The Patent Office recommends whether the university should seek to protect the disclosed intellectual property by granting patents or other areas of intellectual property protection.

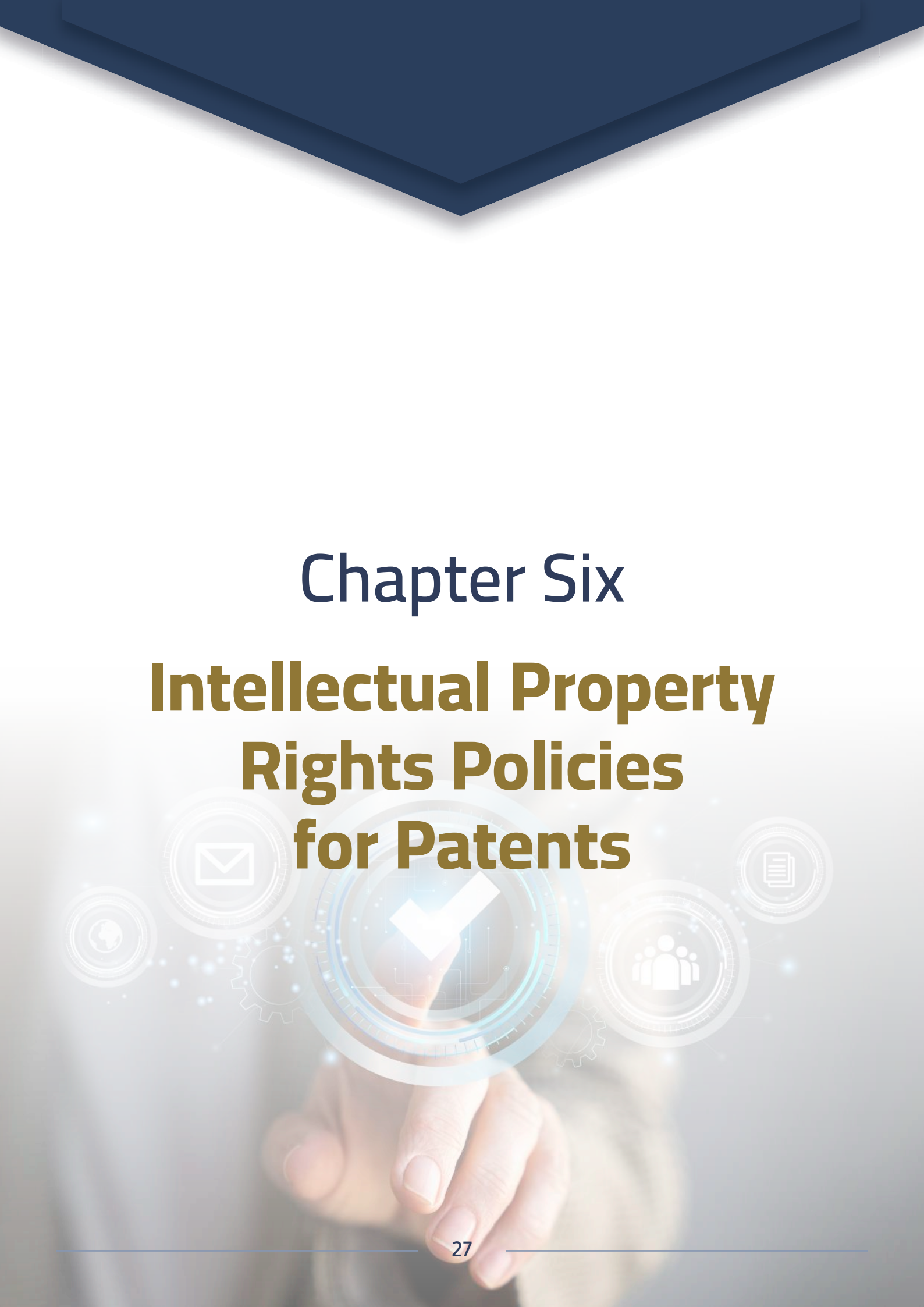
3. The office is obligated to notify the discloser of the result of the evaluation and the action taken regarding it.

4. The office shall complete the necessary procedures for registering a patent in accordance with this policy.

5. The office shall pay the registration fees for patent applications owned by the university, and if the invention is joint, the financial expenses shall be borne jointly with the other party according to the ownership percentage stipulated in the agreement or contract between the two parties.

6. If the university decides, based on the recommendation of the Standing Committee on Intellectual Property, not to protect the disclosed intellectual property, the inventor(s) must be informed of the decision in writing within 30 days (excluding summer semester days), according to the university's sole discretion, and the intellectual property rights will remain limited to the university, unless you waive it in accordance with this policy.

7. The Patent and Technology Transfer Office is responsible for developing and managing the marketing of the disclosed intellectual property. Inventors must also provide reasonable support for commercialization activities.



Chapter Six

Intellectual Property Rights Policies for Patents

Chapter Six: Intellectual Property Rights Policies for Patents

(6-1) Inventions of University Employees

Unless there are other specific and legally valid written agreements, as stipulated in this policy, Imam Abdulrahman bin Faisal University is the sole and exclusive owner of all intellectual property created or produced by all university employees.

(6-2) Inventions Made Through Partnership Agreements

If the University enters into a joint venture, the University and the partner must determine the prior intellectual property rights relating to the joint venture before entering into any partnership. The previous intellectual property rights are not affected by the partnership contract, and the university may license/obtain a license for them from the partner if it is necessary to implement the project, and the university and the partner agree on the type and conditions of the license.

The ownership rights to the inventions reached during the partnership are as follows:

1. The invention that is made entirely by university employees shall be the property of the university and shall be treated as if it had been made by the university alone if the partner's resources provided for the project were not used.
2. The invention that is made entirely by one of the partner's affiliates shall be the property of the partner and shall be treated as if it had been made by the partner alone if he did not use the university's resources provided for the project.
3. The invention made jointly by university employees and one of the partner's affiliates shall be the joint property of both the university and the partner. The invention shall be managed in accordance with the provisions of the partnership agreement, and the obligations and share of each party shall be determined based on the financial and technical contribution of both parties to the project.

(6-3) Invention by University Employees While They Were on an Official Mission in Other Entities

The obligations and rights of the inventor if he is a university employee while on an official mission in another institution are the same as if these inventions were made at the university, taking into account the provisions of any agreement concluded between the university and other entities. Keep in mind that university employees may be asked to sign special agreements that may affect the university's intellectual property rights and policy when visiting or pursuing research or study or in scientific communication with other institutions. Therefore, there must be express written approval from the Standing Committee for Intellectual Property and the University President before signing any external document or agreements to guarantee the rights of the university. University employees have the right to sign the agreement if it does not have an impact on the university's intellectual property rights governed by this policy, with the necessity of having an agreement signed by the delegated scholarship student to guarantee the university's rights, within the terms and conditions that the scholarship student signs before the scholarship.

(6-4) Contractor Inventions

Taking into account any special provision within this policy, the same provisions for university employees apply to university contractors.

(6-5) Visiting Scholar Inventions

The visiting scholar is obligated to disclose to the university any previous obligations he/she may have towards other parties regarding ownership of the invention and disclosure. These obligations will be indicated in his/her agreement, taking into account any special text within this policy. The visiting professor will be treated as one of the university's employees, so this policy applies to him/her.

(6-6) Student Inventions

1. The intellectual property created by the student belongs to the student on the condition that:

a) It must not have been developed in cooperation with university employees, or governed by a third-party agreement.

b) It must not have been developed through the use of university resources and facilities.

2. Students (whether undergraduate or graduate students) must comply with the intellectual property policy and university professors supervising research activities must ensure that they comply with the policy

(6-7) Beneficiary Inventions

The agreement concluded by the university with the beneficiary regulates the rights and duties of both parties to the agreement in a manner that does not conflict with this policy and the relevant regulations.

If the agreement concluded by the university with the beneficiary stipulates allocating ownership of the invention to the beneficiary, the same agreement must grant the university an exclusive right without compensation for a reasonable period of time for the purpose of obtaining a license for the invention based on reasonable conditions within the field of use and in areas of importance to the university. This applies to other types of intellectual property.

(6-8) Inventions Related to National Security

University inventions related to national security are subject to the provisions of the system of patents and schematic designs for integrated circuits, plant varieties, and industrial models issued by Royal Decree No. (M/27) dated 05/29/1425 AH, and amended by Council of Ministers Resolution No. 536 dated 10/19/1439 AH.

(6-9) Inventions Not Owed to the University:

1. Any invention or innovation that arose before joining the university.
2. Intellectual property created by university employees in their personal time without using university resources, provided that such ownership is outside the scope of their research field and outside the scope of their contract with the university.
3. The student's invention according to the conditions mentioned in section (6-6).

(6-10) The University's Waiver of Intellectual Property Rights

With reasonable reasons and a recommendation from the Standing Committee for Intellectual Property, the University may assign its intellectual property rights by decision of the University President or his authorized representative.

The responsibility for considering any requests for assignment of rights from the university to the inventor(s) shall be upon the recommendation of the Standing Committee for Intellectual Property. After that, the Standing Committee for Intellectual Property shall submit its reports rejecting or approving the request based on the ruling of each case individually, and in the event of the approval of the University President (or his authorized representative) of the assignment, the inventor(s) will be notified in writing and will have exclusive rights to the assigned intellectual property.

The University may, at any time, assign its rights to a third party, such as research funders, commercial marketing partners, etc., also based on the recommendation of the Standing Committee for Intellectual Property and with the approval of the University Council.

(6-11) Legal Issues Related to the Implementation of the Policy

1. Before any research activity, university employees and students (whether undergraduate or graduate students) must comply with the intellectual property policy.

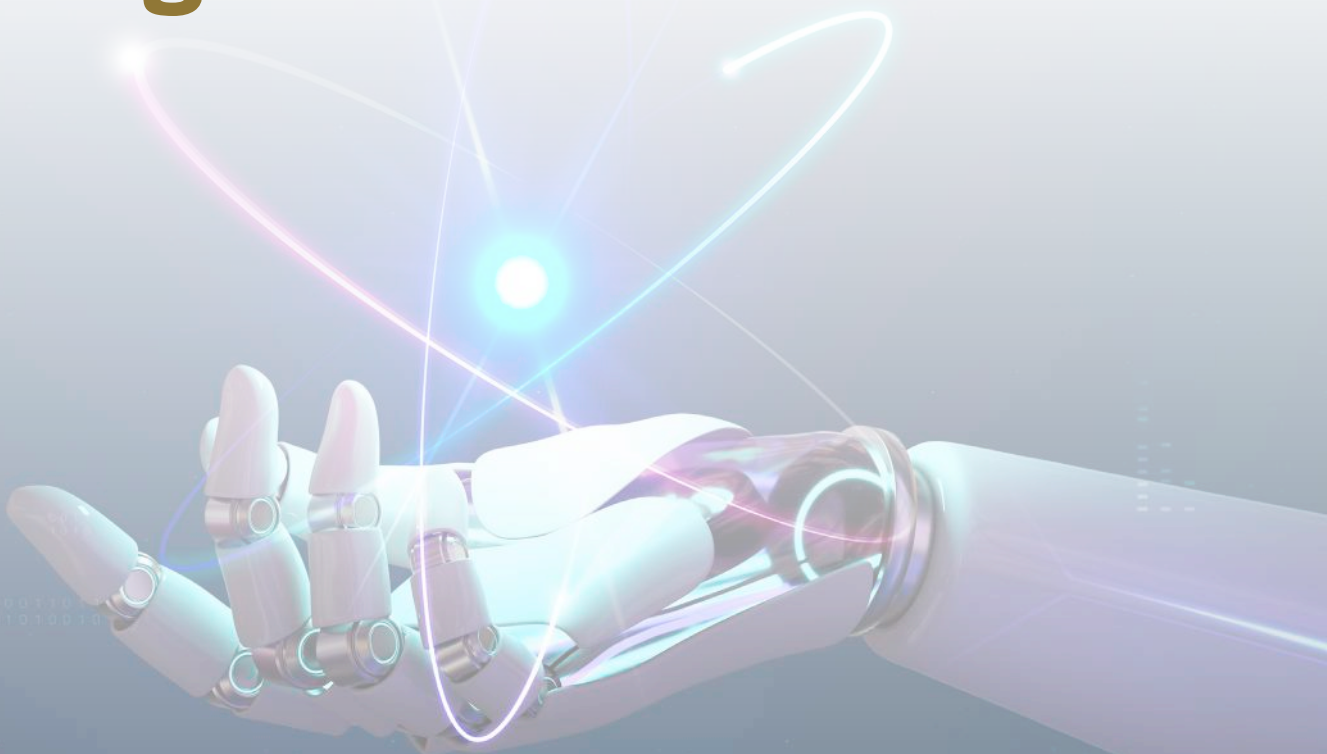
University professors supervising research activities must ensure that they comply with the policy.

2. The Standing Committee for Intellectual Property must ensure that all university employees and visitors are subject to the scope of the intellectual property policy.

3. The university has the right to take the necessary legal measures against any violation of the intellectual property policy or any agreement affiliated with it.

Chapter Seven

Obligations and Rights of Inventors



Chapter Seven: Obligations and Rights of Inventors

(7-1) Obligations of University Employees and Inventors

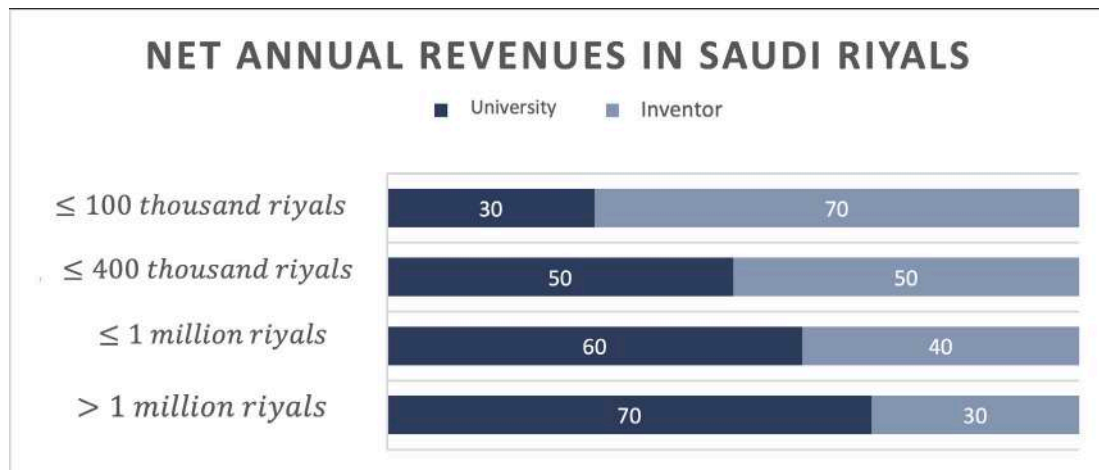
The obligations of university employees are as follows:

1. Identify emerging inventions made by them in the course of their work and disclose them to the university.
2. Assigning intellectual property rights in those inventions to the university.
3. Cooperate fully with the university office, provide it with all the required information, and adhere to the procedures and conditions it determines in accordance with this policy.
4. Take all necessary steps to avoid disclosing information related to these inventions to other parties in any way that would jeopardize the university's ability to register a patent application, and cooperate fully with the office in subsequent efforts to register and obtain a patent.

(7-2) Rights of University Employees who are Inventors

University employees have the following rights regarding their inventions:

1. Recognition of their role as inventors. This recognition is not announced if the invention is not disclosed to the public.
2. The right to obtain an award of excellence estimated by the Scientific Council in light of the nature of the inventor's work and the economic importance of the invention.
3. The patent is counted among the faculty member's promotion points based on the policies of the Scientific Council.
4. In the event that the university assigns the invention or licenses it to others in exchange for financial compensation, or commercial marketing, the inventor has the right to obtain a share of that financial compensation, according to the following principles:



- A.** The equivalent of 70% of the first one hundred thousand riyals of net revenues.
- B.** Equivalent to 50% of the total net revenues of the following four hundred thousand riyals.
- C.** Equivalent to 40% of the total of the next million riyals of net revenues.
- D.** Equivalent to 30% of the total net revenue exceeding one million riyals.

The Standing Committee for Intellectual Property may recommend amending this percentage according to the investment opportunities and efforts made by the relevant parties.

5. When the compensation that the university receives in exchange for assigning or licensing any inventor's invention is an ownership share in a facility, the compensation due to the employee shall be an amount that reflects the fair percentage of the financial value of the university's share in the facility as determined by the university in accordance with this policy and by a decision of the university president and based on the recommendation of the Standing Committee for Intellectual Property, this determination and payment shall be made within one year of determining the ownership share by the university. During that period, if it turns out that that facility is unsuccessful, or of higher or lower value, the university may take that additional information into consideration.

6. If a separate startup company is established, an agreement must be concluded between the university and the inventor(s) regarding their share in the stocks. The terms of the agreement are determined on a case-by-case basis and following the direct or indirect contribution of the inventor(s), the university, or any third party to the development and exploitation of intellectual property. The Standing Committee for

Intellectual Property makes the decision to establish the separate startup company and is approved by the university president or his delegate.

7. If there are multiple university employees contributing to a specific invention, their rights under this article will be divided fairly among them with shares determined by a decision of the university president and based on a recommendation from the Standing Committee for Intellectual Property that takes into account the size of each employee's contribution to the invention subject to the right.

8. This policy acknowledges that the University may participate in different types of partnerships, different funding arrangements and different types of cooperation agreements. Therefore, the Vice Chancellor for Research and Innovation may negotiate and approve revenue-sharing agreements on a case-by-case basis, using the basic revenue-sharing model of this policy as a guide.

9. If the invention is shared between the university and other parties, an agreement shall be made between all parties through an agreement prepared by the university's legal department for this purpose.

(7-3) Payment Terms

1. The amounts paid to the inventor(s) are subject to all applicable laws in the Kingdom of Saudi Arabia and agreements concluded with other parties.

2. The income due to the inventor under this article shall be paid annually, beginning no later than six months after the end of the first full calendar year from the receipt of the income by the university. These payments are not considered part of the individual's salary.

3. The person receiving these amounts is solely responsible for compliance with all tax laws or any obligation under the laws.

4. The employee's rights stipulated in this article continue regardless of subsequent changes in the employment status of university employees.

5. In the event of the death of the payee, these payments will continue in the payee's estate to the extent permitted under the laws of the Kingdom of Saudi Arabia.

6. All intellectual property rights are subject to the contracts concluded between Imam Abdulrahman bin Faisal University and the other party/parties.



Chapter Eight

Policies for Dealing with and Managing Copyright Literary Works

Chapter Eight: Policies for Dealing with and Managing Copyright Literary Works

(8-1) General Policies for Dealing with Copyright Literary Works.

1. Copyright registration is not required in any country that is a member of the Berne Convention for the Protection of Literary and Artistic Works, and the publication date of the work is the date on which protection for literary works begins.
2. Literary works prepared by employees of Imam Abdulrahman bin Faisal University using its sources and prepared for academic purposes at the university are considered its property.
3. Moral rights are an inherent right of the person who authored the literary work, and the university recognizes the rights of its employees who author any literary work.
4. The university may involve faculty members in writing publications or works as part of their professional duties. Their academic workload will be reassessed to ensure they have time for such tasks, or to reward them for their efforts. The University will own all such materials and the relevant licenses may be provided upon request, unless otherwise approved by the Standing Committee for Intellectual Property in advance.
5. All published works owned by the university must contain a copyright notice placed and included in accordance with the Copyright Law of the Kingdom of Saudi Arabia. Works owned by the university must include the notice: Imam Abdulrahman bin Faisal University © (year of publication). No other department, research center, or university unit may be included in the copyright notice.
6. Imam Abdulrahman bin Faisal University recognizes and supports the rights of university employees to publish their scientific works, provided that any scientific work that may reveal any intellectual property that has potential economic impacts is approved by the Standing Committee for Intellectual Property.
7. The university has the right to use literary works owned by others, for the university's research and teaching purposes, in accordance with the exceptions contained in Article 15 of the Copyright Protection System issued by Royal Decree No. M/41 dated 7/2/1424

AH, which stipulates “the following uses of the protected work in its original language, or after translation, are considered legitimate, without obtaining the approval of the copyright holders. These uses are:

a) Copying the work for personal use, except for computer software, audio works, and audio-visual works.

b) Citing paragraphs from that work in another work, provided that the citation is consistent with custom, and is to the extent justified by the desired goal, and provided that the source and the name of the author are mentioned in the work in which the citation occurs. This also applies to press summaries transferred from newspapers and periodicals.

c) Using the work for educational purposes by way of clarification within the limits of the desired goal, or photocopying one or two copies for public libraries or non-commercial documentation centers, is subject to the following conditions:

1. It should not be done commercially or profitably.
2. Copying should be limited to the needs of the activities.
3. It should not harm the profitability of the work.
4. The work must have been sold out, its editions lost, or damaged.

d) Transferring or copying articles published in newspapers and periodicals on current topics, or broadcast works of a similar nature, provided that the source is clearly stated and the name of the author is mentioned, if any.

e) Copying any radio work that can be seen or heard on the occasion of presenting current events via still or moving photography, provided that this is within the limits of the goal to be achieved, and the source must be clearly indicated.

f) Copying speeches, lectures, judicial pleadings, or other similar works that are publicly displayed to the public, if the copying is made by the media with the name of the author clearly stated, and the author reserves the right to publish these works in the manner he deems appropriate.

g) Production of temporary recordings by radio broadcasting organizations, and by their own means - without harming copyright - in one or more copies of any protected work that they are licensed to broadcast or display, provided that all copies are destroyed within a period not exceeding one year from the date of their preparation, or a longer period. Approved by the author, a copy of this recording may be kept in official archives if it is a unique documentary recording.

h) Playing, acting, performing, or displaying any work after its publication by state groups, agencies with a public legal personality, or school theatre, as long as this performance or performance does not generate any financial gain, directly or indirectly.

i) Transferring short excerpts from previously published works, drawings, photographs, designs, or maps into textbooks prepared for educational curricula, or into books on history, literature, and arts, provided that the transfer is limited to the extent necessary, and that the name of the work and the name of the author are mentioned.

j) Taking new photos of any subject or work that was previously photographed, and publishing those photos, even if the new photos were taken from the same place, and in the same circumstances in which the photos were taken.

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

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

(8-2) Economic rights for literary works

1. All economic rights belong to literary works prepared by university employees that are in the context of their work, or in the context of the work they perform for the university, or those prepared by visitors or students while they are at the university as part of an academic project at the university or or implemented with university employees other than students, shall be the property of the university.

2. Master's or PhD students from outside the university (who do not work at the university) own the intellectual property and the rights associated with it if they create it within the framework of their studies at the university and without cooperation with employees of Imam Abdulrahman bin Faisal University, but there are cases that are considered an exception to this rule.

a) If the student is a beneficiary of a scholarship funded by a third party under a separate agreement that stipulates that the funding party has the right to own the intellectual property resulting from his period of study within the framework of this scholarship, then the student must agree that, in principle, ownership of the aforementioned intellectual property belongs to the university. Then, the final owner of this intellectual property is determined according to the terms of the agreement concluded with the third party.

b) Intellectual property created by students through research funded by a third party or within the framework of a research agreement with a third party is initially owned by the university, and then the final owner of this property is determined according to the terms of the agreement concluded with the third party.

c) If the student uses the university's facilities, equipment, intellectual property, and other university resources on a large scale related to their research activity to produce intellectual property, the student is considered to have agreed in advance to transfer ownership of the rights to this intellectual property to the university as compensation to the university for the use of its resources.

3. The university may, through the Board of Directors of the Publishing Center and after the approval of the university president, assign its rights to the innovative works of its employees, or license their use or exploitation under an agreement concluded by the university with the assignee or licensee. So that the agreement regulates the rights and duties of the two parties to the agreement in a way that does not conflict with this policy and the relevant regulations.

4. Agreements to assign the university's rights to innovative works, or to license their use or exploitation, are subject to review by the Board of Directors of the Publishing Center before being approved.



(8-3) Works created in partnership

If the university enters into a partnership to create a work, the works resulting from that partnership will be dealt with according to the following:

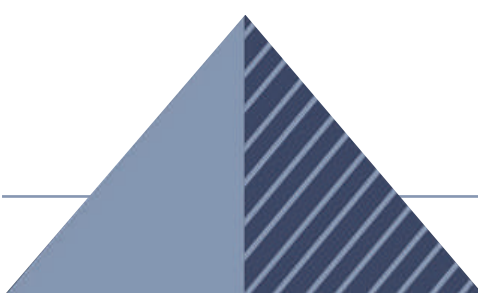
a) Work that is created entirely by university employees is the property of the university, and is treated as if it was done by the university alone, as long as it does not use the partner's resources provided for the project.

b) A work created entirely by an affiliate of a partner shall be the property of the partner and shall be treated as if it had been created by the partner alone, as long as he/she does not use the university resources provided for the project.

c) The university seeks to enter into a joint ownership agreement with the partner for the above works, or to obtain exclusive licensing rights under the provisions of the partnership agreement, and determines the obligations and share of each party based on the parties' financial and technical contribution to the project.

d) The work that is created jointly by an employee of the university and an affiliate of the partner shall be the joint property of both the university and the partner, and the work shall be managed in accordance with the provisions of the partnership agreement between the parties.

e) The university's share of the cumulative net licensing income for the joint work is distributed, considering that it was made by the university alone.





Chapter Nine

Publishing Policy for Literary Works Owned by the University or Its Employees



Chapter Nine: Publishing Policy for Literary Works Owned by the University or Its Employees

(9-1) The university takes the following policies regarding copyright

- 1.** The university seeks to provide the vast majority of the university's research outputs, related to literary works, directly to the public in general, by publishing in journals, or by electronic publishing, and encouraging researchers to publish. If the published works do not contain any information that has economic value, the university may be affected by their publication without protecting itself in a way that guarantees the economic rights resulting from them.
- 2.** Imam Abdulrahman bin Faisal University seeks to disseminate information that can be published systematically, and facilitate its access to those interested, in order to enhance knowledge exchange.
- 3.** The authored scientific research must be original, the work of the author himself, and comply with the copyright protection system.
- 4.** Imam Abdulrahman bin Faisal University employees are committed to disclosing the articles and research they wish to publish according to the approved models or mechanisms.
- 5.** The competent authority is responsible for reviewing the articles and research that university employees wish to publish, and ensuring that there is no obstacle to their publication that threatens the interests of the university in accordance with this policy.
- 6.** If the competent authority does not approve of publication, the owner of the work will be notified of this, and he may appeal this.
- 7.** Researchers may, with the approval of the competent authority, publish the results of research in peer-reviewed scientific journals and periodicals, without prejudice to the rights of the funding body to publish the final report, or its ownership of any rights resulting from the research, such as patents and others.
- 8.** Imam Abdul Rahman bin Faisal University employees are committed to publishing any research in accordance with this policy; Indicating the party that funded the research,

or facilitated the publication of the research.

9. The university recognizes the literary right of authors and researchers to attribute the works they create to them, especially the literary rights that are achieved by publishing those works. Literary rights are eternal rights for authors, and cannot be waived and are not extinguished by statute of limitations. The literary rights also remain with their owner, and are not forfeited by granting the right to exploit the work in any way.

10. The university reserves the right to copyright and publish the scientific production of the author, translator, or investigator for a specific period, starting from the date of publication for the first time.

11. University publications carry their own logo, title, date of issue, publishing ownership rights, and the name of the publication owner.

12. Rights holders must organize their relationships and rights with entities licensed to carry out their activities, according to documented contracts that specify all rights and obligations of all parties involved.

13. Production, printing, publishing, distribution, and other institutions must not engage in any activity related to copyright except after concluding a contract with the copyright holders or their legal agent specifying the rights and obligations of each party.

Chapter Ten

Policies for Dealing with Trade Secrets



Chapter Ten: Policies for Dealing with Trade Secrets

The university may designate some confidential information as a commercial secret owned by the university. In this case, the applicant is obligated to maintain the confidentiality of the commercial information and to follow the directives issued by the Patent and Technology Transfer Office for dealing with trade secrets. Trade secrets are also protected without the need to register them in accordance with the Regulations for the Protection of Confidential Commercial Information issued by Ministerial Resolution No. 3818 dated 03/25/1426 AH.

a) The University may deal with trade secrets by acceptance and license. The University sets the necessary rules and procedures to protect what these rules classify as trade secrets. It also sets the rules and procedures necessary to strictly adhere to any obligations of the University towards any trade secrets of others that are revealed to the University in the course of carrying out its activity.

b) The university may, at its sole discretion, invest its trade secrets under an agreement concluded by the university with the licensee, so that the agreement regulates the rights and duties of the two parties to the agreement in a way that does not conflict with this policy and the relevant regulations.

c) University investment agreements for its trade secrets are subject to review by the Standing Committee on Intellectual Property before approval.

Chapter Eleven

Data Policy and Databases



Chapter Eleven: Data Policy and Databases

- 1.** Unless otherwise specified in an agreement, all scientific and technical data and databases developed using the financial or other resources of Imam Abdulrahman bin Faisal University are its sole property and are managed as if they were patentable inventions.
- 2.** Imam Abdulrahman bin Faisal University may sell the data or databases it owns or license their use or exploitation, and taking into account any financial rights of others in those data or databases, the amounts collected from the sale or license belong to the university and are considered part of its revenues.
- 3.** Imam Abdulrahman bin Faisal University establishes the necessary rules and procedures for data management to ensure that information received into the university or arising within it is documented, preserved, and retrieved in a timely manner, for use to support decision-making, and to preserve the historical sequence of any procedure, and for the purposes of the library, databases, studies, research or publishing, as well as investing in it.



Chapter Twelve

Owned Research Assets

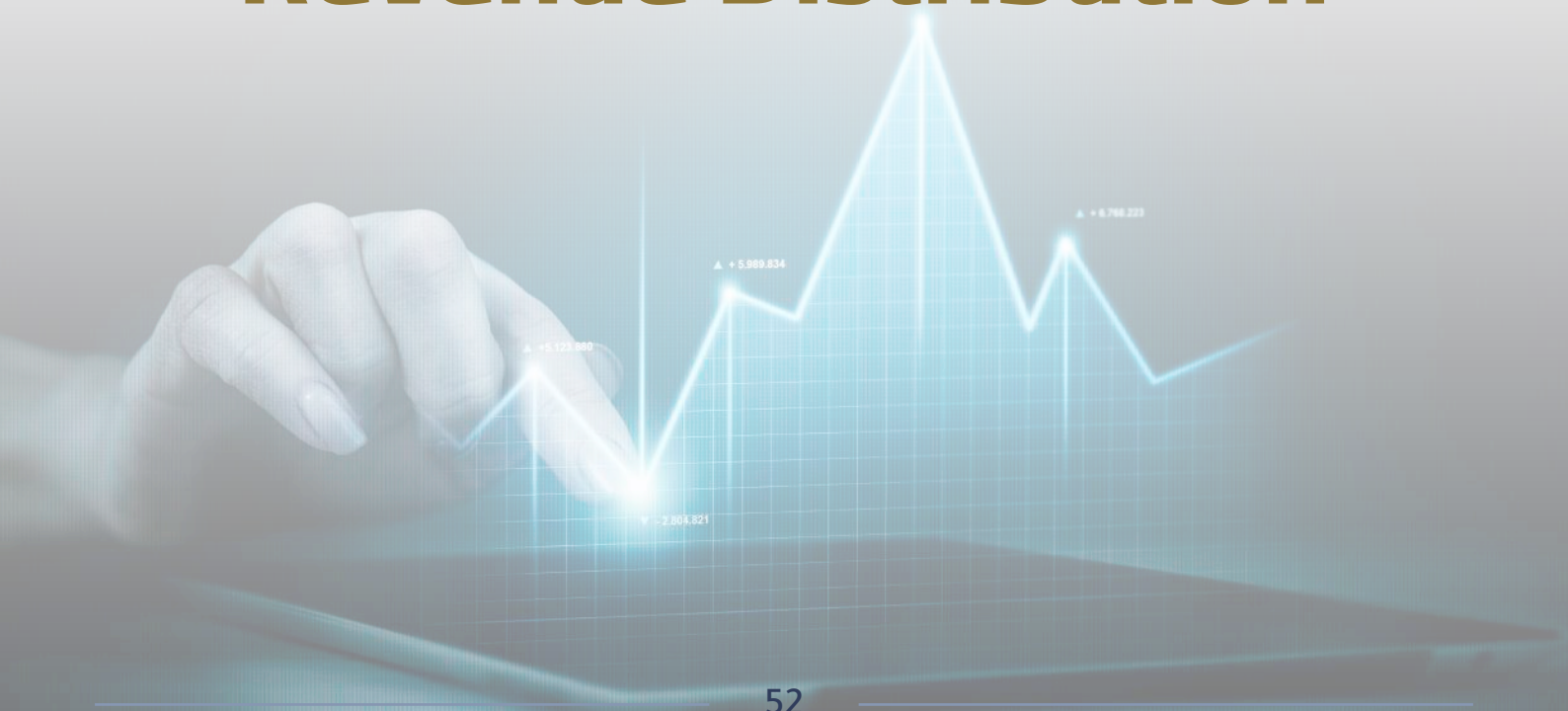


Chapter Twelve: Owned Research Assets

- 1.** All owned research assets prepared by university employees, or others governed by this policy, shall be the sole property of Imam Abdulrahman bin Faisal University, whether in the context of their work, or in the context of the research they perform for the university, or those prepared by visitors or resident students while they are at the university if they use university resources and/or cooperate with university employees in research.
- 2.** The University may, at its sole discretion, assign its rights to owned research assets or license their use or exploitation conforming to an agreement concluded by the university with the assignee or licensee, such that the agreement regulates the rights and duties of the two parties to the agreement in a way that does not conflict with this policy and the relevant regulations.
- 3.** Agreements to assign the university's rights in owned research assets or to license their use or exploitation are subject to review by the Standing Committee for Intellectual Property before being approved by the University President.

Chapter Thirteen

Intellectual Property Exploitation Policy and Revenue Distribution



Chapter Thirteen: Intellectual Property Exploitation Policy and Revenue Distribution

(13-1) Exploitation

In accordance with the tasks of the Patent and Technology Transfer Office in exploiting and marketing the university's intellectual property products and assets, the University seeks to enhance the benefit of the intellectual property assets in its possession or those that it has the ability to dispose of in accordance with an agreement with another party.

Therefore, in implementing marketing and exploitation operations, the university takes into account the protection of the interests of the university and its employees and the preservation of the university's rights to use intellectual property for educational and research purposes, by taking into account all of the following:

1. Priority is given to commercializing intellectual property in the Kingdom of Saudi Arabia.
2. Taking into account any financial rights of intellectual property rights holders, and the amounts collected from exploitation go to the university and are considered part of its revenues.
3. Use intellectual property in a way that serves the public good.
4. Ensure that IP assets will be developed and brought to market as useful goods and services.
5. The university is careful not to neglect or ignore intellectual property assets, or use them in any illegal or unethical way.
6. The university seeks to market intellectual property in a way that enhances local economic development and encourages creativity and innovation by its employees.

As part of the university's endeavor to enhance the use of intellectual property assets, it does the following:

- The university seeks to exploit the intellectual property assets it owns, whether alone or in partnership with another party, in accordance with general practices in leasing and marketing intellectual property products.
- The university may exploit intellectual property on its own, or through a company specialized in this field.
- The Patent and Technology Transfer Office is responsible for following up on work related to the exploitation and marketing of intellectual property on behalf of the university, concluding agreements and licensing intellectual property assets.
- The university may market intellectual property according to the following methods according to what it deems to be in its interest:
 - a) Licensing to another party, in order to exploit intellectual property. The license can be in the form of an exclusive license, or a non-exclusive license, according to the terms agreed upon by both parties. Or, if the exclusive license is granted, the university seeks to retain the rights to use, conduct further research and development, and exploit intellectual property for the non-commercial purpose of development and improvement. The university seeks to give priority to licensing national emerging companies capable of manufacturing, developing, or exploiting their intellectual property assets.
 - b) Creating a start-up company to market intellectual property. In this case, the inventor and the university may own shares in the company with any third party (the investor), in proportions to be negotiated.

(13-2) Revenues

Through this policy, the university seeks to motivate inventors, authors, and other stakeholders to participate in innovation through their participation in the revenues obtained by the university from commercializing intellectual property, in accordance with what is stated in this policy.

(13-2-1) Revenue Calculation for Distribution

The calculation of Gross Intellectual Property Revenues, Intellectual Property Expenditures and Net Intellectual Property Revenues shall be in accordance with the following rules:

a) Calculate Total Intellectual Property Revenue

“Gross IP revenue” is defined as “all revenues received by the University for the commercialization of IP before cost recovery or deductions for IP expenses” and includes, but is not limited to: direct sale of intellectual property, license fees received, appraisal fees received, advance payments, revenue share received, direct sale of products or services.

b) Intellectual Property Costs and Expenses

“Intellectual Property Expenses” are defined as “all expenses incurred by the University in managing intellectual property for which gross intellectual property revenues have been received” and include, but are not limited to: expenses paid to other parties to ensure the protection, preservation, and enforcement of intellectual property rights, such as the costs incurred by the university in licensing or assigning intellectual property, the expenses of patent registration and litigation, and the expenses of the intellectual property agent (patent attorney, trademark attorney), including marketing costs, negotiating contracts, drafting costs, and printing expenses.

c) Calculating Net Intellectual Property Revenues

The University must maintain accurate and transparent documentation of the intellectual property expenses it incurs for a particular intellectual property, and the University shall have the right to cover all intellectual property expenses incurred as shown above. “Net intellectual property revenues” are calculated as the value of revenues after deducting all expenses.

(13-2-2) Sharing Joint Intellectual Property Revenues

When intellectual property rights are shared between the university and another party, the total intellectual property revenue received by the university is shared according

to a pre-agreed contractual agreement between the parties. The total intellectual property revenue received by the university and the net intellectual property revenue are then determined.

Revenues are Shared Taking into Account the Following Terms:

a) The rights of individual authors and inventors are calculated from the net revenues obtained by the university resulting from the exploitation of rights in the intellectual property in question that was created individually in accordance with this policy.

b) Any remaining net revenues shall be distributed to the University and used at the discretion of the Patent and Technology Transfer Office and the approval of the Standing Committee.

c) In the event of more than one inventor, revenues allocated for payment to inventors or authors shall be divided equally among them unless participants unanimously agree otherwise in writing in accordance with this policy. In the event that there is more than one author in literary works:

- If two or more people participate in authoring a work such that it is not possible to separate the contribution of any of them to the work, then they are all considered equal partners in the ownership of the work, and none of them alone may exercise the copyrights established under this system, unless otherwise agreed upon in writing. Each of the co-authors has the right to take precautionary and urgent measures when infringement occurs on the work, and he has the right to demand compensation for his share in exchange for the damage he sustained as a result of the infringement.

- If two or more people co-authored a work in such a way that the contribution of each of them to the joint work can be separated, each of them had the right to exploit his part separately, provided that this did not harm the exploitation of the joint work, unless otherwise agreed upon.

d) In the event of the death of the beneficiary, these payments shall continue to his successors in interest, estates or heirs to the extent permitted under the laws of the Kingdom of Saudi Arabia.

Chapter Fourteen

Purchasing or Licensing Intellectual Property from an External Source

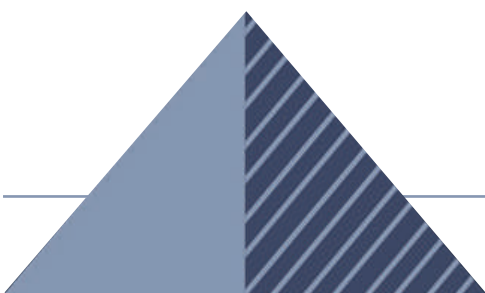




Chapter Fourteen: Purchasing or Licensing Intellectual Property from an External Source

The university may purchase intellectual property rights in any type of intellectual property, or license its use or exploitation, in accordance with an agreement concluded by the university with the rights holder or right holder, so that the agreement regulates the rights and duties of the two parties to the agreement in a manner that does not conflict with this policy and the relevant regulations.

Agreements to purchase property rights in any type of intellectual property or to license its use or exploitation are also subject to review by the Standing Committee before being approved by the University President.





Chapter Fifteen

Incentives Program





Chapter Fifteen: Incentives Program

The university seeks to motivate its employees to be creative, innovative, and authored by disbursing financial rewards based on the regulations and controls for scientific publishing in force at the university and the approval of the Scientific Council of the University Vice Presidency for Scientific Research and Innovation.



Chapter Sixteen

Disputes and Appeals



Chapter Sixteen: Disputes and Appeals

- 1.** Violation of the terms of this policy will be dealt with according to the regular procedures followed at the university, and in accordance with the relevant terms of the applicable rules and regulations.
- 2.** This policy is subject to and its terms shall be interpreted in accordance with the interpretation of the Patent and Technology Transfer Office. In the event of any dispute arising regarding its interpretation, the Standing Committee for Intellectual Property shall be consulted. If a university employee has an objection to the university's ownership of intellectual property or to other interpretations of this policy, he may submit a written complaint or appeal to the Chairman of the Intellectual Property Committee, accompanied by information and documents that will help settle the objection fairly.
- 3.** All complaints and appeals submitted by university employees are referred to the Standing Committee for Intellectual Property.
- 4.** The Standing Committee for Intellectual Property may form a subcommittee to consider the complaint within 30 days (excluding summer semester days) after receiving it, and the committee may seek the assistance of external consultants and/or referees to achieve justice and equity.
- 5.** The consideration committee must meet within 30 days (excluding summer semester days) to consider the documents and all official papers submitted and make recommendations to the Chairman of the Standing Committee for Intellectual Property.
- 6.** The Standing Intellectual Property Committee makes the final decision on the complaint, and the decision must be communicated in writing to the complainant no later than 60 days (excluding summer semester days) after submitting the complaint or appeal.

A hand in a white shirt and tie is shown balancing a row of wooden blocks on a table. The blocks are arranged in a line, with the hand positioned between the third and fourth blocks from the left. The background is a light, neutral color with a dark blue geometric shape at the top.

Chapter Seventeen

Conflict of Interest

Chapter Seventeen: Conflict of Interest

- 1.** University employees and others acting on their behalf must avoid ethical, legal, financial, or other conflicts of interest in technology licensing and consulting projects, and must ensure that their participation in technology transfer activities and interests does not conflict with their obligations to the university or its well-being.
- 2.** University employees who work on any consulting project with an external party that may result in intellectual property must sign a contract before implementing the project, and the Patent and Technology Transfer Office must be informed when a decision is made regarding that.
- 3.** The Patent and Technology Transfer Office must educate and increase the awareness of university employees about areas in which conflicts of interest may occur and establish procedures to identify, avoid, or manage them properly.
- 4.** University employees must immediately report all potential and current cases of conflict of interest to the Patent and Technology Transfer Office.

Chapter Eighteen

Respecting the Intellectual Property of Other Entities



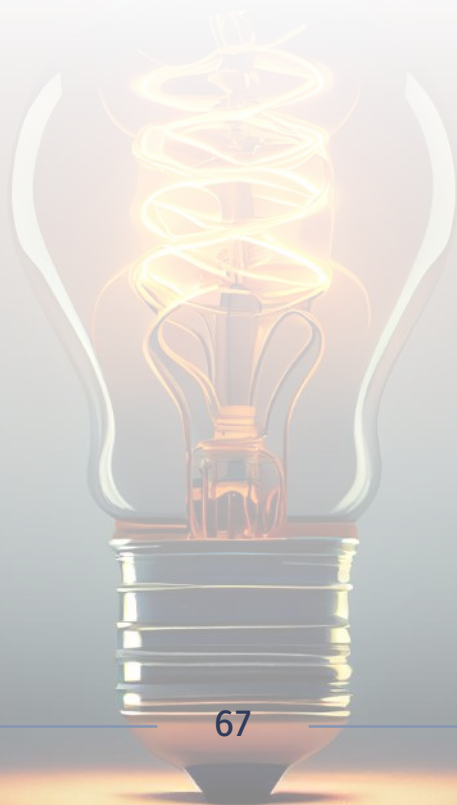
Chapter Eighteen: Respecting the Intellectual Property of Other Entities

The University respects the intellectual property rights of other entities, and adheres to all necessary precautions to prevent infringement, whether spontaneous or intentional, by its employees. The Patent and Technology Transfer Office undertakes the necessary follow-up and verification role of the commitment of the university and all its employees to respect the intellectual property rights of other entities and thus preventing legal problems and their resulting financial implications, public relations implications, and implications on the university's reputation with other parties, and to this end it has the following powers:

- 1.** Notify the Standing Committee for Intellectual Property, within a period not exceeding (15) days of reaching it, of any existing or potential infringements of intellectual property belonging to other entities.
- 2.** Communicate with any party within the university in the event of any suspicion of infringements, and access the necessary documents and information to verify them and take the necessary measures to stop them.
- 3.** Submitting to the Standing Committee for Intellectual Property the necessary penalties according to the regulations approved by the university in this regard.
- 4.** Conducting the necessary awareness programs for university employees on the importance of respecting the intellectual property rights of other entities and the negative effects on the university and on the aggressor of any violation of the rights of others.

Chapter Nineteen

Final Provisions



Chapter Nineteen: Final Provisions

1. This policy is not effective until approved by the University Council.
2. University employees are committed to all provisions of this policy once it is approved, provided that they are informed of it and published on the university's website.
3. The University is committed to actively raising awareness of its intellectual property policy, and making clear how the University deals with each individual regarding intellectual property.
4. This policy is subject to periodic review every three years from the date of its entry into force by the Patent and Technology Transfer Office, and it may be amended after the approval of the Standing Committee and its approval by the University Council.
5. The provisions of this policy apply to its employees within two years from the date of leaving service, and are considered to have occurred during service according to the office's discretion and the approval of the Standing Committee for Intellectual Property.
6. Faculty members who engage in outside professional services permitted by the University, including but not limited to private and public consultations, are responsible for ensuring that those activities and any related contractual arrangements are consistent in that they do not conflict with this applicable policy, the provisions, and applicable contractual obligations, including those relating to intellectual property.
7. The provisions of this policy apply to improvements or modifications made by the office or the applicant after the issuance of the protection document to the intellectual property assets registered in the name of the university through the office for the duration of their legal protection, unless there is an agreement to the contrary.
8. The Vice President for Scientific Research and Innovation may, with the approval of the University President, make exceptions to this policy, if this is fair and just for the

employees of Imam Abdulrahman bin Faisal University or if it is of strategic importance to the university, and the University Council shall be informed of these exceptions.

9. This policy may be amended based on the recommendations of the Standing Committee for Intellectual Property and with the approval of the University Council.

10. This Policy is executed in both the Arabic and English languages. In case of any contradictions, discrepancy, or ambiguity, the Arabic text shall prevail

Unless stipulated in this policy regarding intellectual property policies at Imam Abdulrahman bin Faisal University, the rules, regulations and decisions in force in the Kingdom of Saudi Arabia will be applied.



جامعة الإمام عبد الرحمن بن فيصل
IMAM ABDULRAHMAN BIN FAISAL UNIVERSITY
وكالة الجامعة للبحث العلمي والإبتكار
University Vice Presidency for Scientific Research and Innovation



مكتب براءة الاختراع
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MARKETING UNIT
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VICE PRESIDENCY FOR SCIENTIFIC RESEARCH AND INNOVATION