



Policy Owner:	President			 جامعة حمد بن خليفة HAMAD BIN KHALIFA UNIVERSITY عضو في المؤسسة قطر Member of Qatar Foundation
Responsible Unit:	Office of Innovation and Industrial Relations			
Policy Name:	Intellectual Property Policy			
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Intellectual Property Policy

Ver.	Approval Date	Effective Date	Type of Change	Approved by
00	02/12/2025	02/12/2025	Initial Release	Board of Trustees

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1. Purpose

This Policy governs the development, ownership, and management of Intellectual Property (IP) at Hamad Bin Khalifa University (HBKU or University). It aims to foster a culture of research, innovation, and creativity by establishing clear criteria for ownership and defining standards for determining the rights and obligations of both the University and the creators of IP. The policy ensures that HBKU Members are appropriately recognized and rewarded for their creations and intellectual work while securing the University's ability to benefit from the outcomes of such IP to further support research, innovation and knowledge creation and dissemination, and to advance the University's mission.

2. Scope


This Policy applies to all generated IP at HBKU or created by HBKU Members and Third Parties receiving HBKU Support or working and conducting research at or under the auspices of the University.

This Policy does not apply to any agreements entered between Qatar Foundation (QF) and Third Parties in relation to HBKU IP prior to the effective date of this Policy.


3. Terms, Abbreviations, and Definitions

The following terms and abbreviations used in this Policy shall have the meanings defined below:


Term/Abbreviation	Definition
Annual Management Cost (AMC)	A yearly cost for maintenance and support of the licensed IP or technology.
Appeals Committee	A temporary (ad hoc) committee that may be constituted by the Provost or the Vice President for Research to review appeals submitted under this Policy and to provide recommendations to assist in the final decision-making process. The formation of the Committee is not mandatory and does not preclude resolution of an appeal directly by the Provost or the Vice President for Research.
Author	HBKU Members or any individual to whom this Policy applies, who are considered creators of the original expression in a copyrightable work. "Author" also includes individuals or entities recognized as an author under the copyright laws of any jurisdiction where copyright protection is sought.
Background IP	Any pre-existing IP that is owned by or licensed to HBKU before the execution of any research project or activity, or prior to a Creator becoming subject to this IP Policy, by virtue of engagement with HBKU, appointment in the case of a visitor, employment contract in the case of an HBKU employee, or enrollment in the case of HBKU Student.
Copyright	A legal form of protection provided to "original works" including literary, dramatic, musical, artistic, and other creative and intellectual works, both published and unpublished, giving rights to reproduce, distribute, and adapt the work.
Course Materials	All resources and materials utilized for HBKU Student instruction, teaching, and educational purposes through the provision of lectures, courses, seminars, workshops, field or laboratory classes, assessments, examination and answer materials, practicum and other teaching activities conducted by the University.
Creator	Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets any applicable mandatory requirements of inventorship or authorship. In this context, "Creators" include both Authors and Inventors
Cumulative IP Net Revenue	The total Net Revenue received by HBKU R&D Corp. from commercialization of specific technology or knowledge transfer arrangement, aggregated over time across all income streams from that arrangement (e.g. licensing fees, royalties, milestone payments, and proceeds arising from a liquidity event related to equity held in companies or Spinouts).

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Fair Market Value (FMV)	The estimated value of the IP or technology as an asset, based on what a knowledgeable buyer would reasonably pay in an open market as assessed through independent valuation, or market benchmarks.
Foreground IP	Any IP that is created, conceived, developed, or first reduced to practice while conducting research, project, study or any other technical or scholarly activity with the support of or under the auspices of HBKU, whether undertaken solely by HBKU or in collaboration with external partners.
Gross IP Revenue	Means all revenue received by the University in relation to the commercialization of particular IP (prior to any deductions for any TDC)
HBKU or University	Hamad Bin Khalifa University
HBKU Colleges	Refer to HBKU Colleges and schools.
HBKU Member	Includes HBKU Staff, students, contracted personnel, visitors, and other individuals participating in HBKU research or Scholarly and Creative Works supported by HBKU or conducted at and under the auspices of the University.
HBKU R&D Corp. QSTP-LLC	Hamad Bin Khalifa University Research and Development Corporation, QSTP-LLC.
HBKU Staff	A person who is under a contract of employment or other form of employment related agreement with HBKU including academic, research, technical, administrative, and adjunct staff, whether full-time, part-time or on a temporary basis.
HBKU Student	An individual enrolled in an HBKU academic program including all undergraduate and postgraduate students, as well as exchange and visiting students, whether studying full-time or part-time.
HBKU Support	Financial and other support either directly from or channeled through HBKU regardless of origin, supervision by HBKU Staff, intellectual input in the form of know-how or other background information of HBKU Staff, for the development of IP. Support also includes the use of HBKU's facilities, infrastructure, network and services, personnel, equipment or confidential information and IP owned by or licensed to the University.
HBKU Unit	An organizational unit within HBKU such Colleges, Schools, Research Institutes, Centers, Administrative Departments, or Offices.
Innovation Readiness Level (IRL Assessment)	A comprehensive evaluation of the readiness of HBKU research outcomes across multiple dimensions, including technical feasibility, business viability, market potential, and commercialization prospects.
Intellectual Property (IP)	<p>Creative intellectual outputs, eligible for legal protection or enforcement. This includes but is not limited to:</p> <ul style="list-style-type: none"> • Research publications and research related materials including drafts, datasets, and laboratory notebooks. • Materials created for educational purposes, encompassing teaching and learning resources. • Literary, dramatic, musical, or artistic works, along with sound recordings, films, broadcasts, typographical arrangements, multimedia pieces, photographs, and drawings. • Research records and reports, engineering and technical data designs, production specifications, processes, methods, procedures, facilities. • Biotechnological processes and biomedical materials developed within labs, contributing to new medical treatments and diagnostics, new bioinformatic tools, renewable energy solutions and environmental technologies, energy-efficient computing systems. • Intellectual outputs like databases, tables, compilations, computer software, source codes, preliminary design materials for computer programs, firmware, courseware, and similar materials. • Both patentable and non-patentable technical information.
Inventor	An individual who is determined to be an inventor of a patentable invention under patent laws of the jurisdiction in which the patent is filed.

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IP Assignment Form	Written declaration of assignment of IPRs from one party ("Assignor") to another ("Assignee") in line with this IP Policy to allow the Assignee to have full ownership and legal rights in the IP.
IP Committee	A University level committee established by the President and that reports to the IPO, which is responsible for reviewing and evaluating the patentability and marketability of IP described in the submitted IP Disclosure Forms. The Committee will be composed of selected OIIR and IPO team members and representatives from HBKU Colleges and HBKU Research Institutes.
IP Definition	An outline or description of any data, information, know-how, inventions, trade secrets, technology, software, processes, designs, technical specifications, or any other proprietary material that is the subject of the agreement or disclosure. This includes, but is not limited to, material shared, created, or developed during a collaboration, engagement, or transaction.
IP Disclosure Form	A written document used to report potentially valuable IP and related assets to the IPO by Creators enabling the IPO to understand the IP, support the technical and commercial evaluation of the IP, and to secure IPR protection.
IP Expenses	All expenses incurred by HBKU in connection with the management, and protection of IP. This includes, for example, any payments made by the University to third parties for activities such as IP assessments, registration, filing, prosecution, maintenance, enforcement, legal reviews, market assessments, and related consultancy services.
IP Management and Revenue Sharing Agreement	A written agreement between the Parties, whether incorporated as part of a broader agreement or executed as a standalone agreement, that sets out the terms governing the management, protection, prosecution, exploitation, commercialization, and revenue distribution of jointly owned Foreground IPR.
IPO	The HBKU Intellectual Property Office housed in OIIR, which manages disclosures of HBKU owned IP and is responsible for managing the capture, evaluation, protection, and management of IP.
Intellectual Property Rights (IPR)	The ownership rights that may be granted for an invention, mark, design, business names, plant variety, or other type of IP, should the requirements for protection be met to result in a patent, trademark, trade secrets, copyright, registered design, industrial model or plant breeders' right, rights in confidential information, know-how and all other similar proprietary rights whether registered or not registered including any and all associated goodwill, in all parts of the world for the full term of such rights, including all renewals and extensions.
Licensing Agreement	An agreement between an HBKU Spinout or Third Party with HBKU to use, develop, commercialize HBKU's IP, and to generate revenue and/or to deliver impact.
Net IP Revenue/Net Revenue	Gross IP Revenue less the TDC and when applicable, agreed revenue-sharing obligations to sponsor and joint owners of IPR
Non-Disclosure Agreement (NDA)	Also known as "Confidentiality Agreement", is a contract between HBKU and a Third Party that protects HBKU's sensitive information from being disclosed to unauthorized individuals or entities.
Non-Qatari Entity	An entity that is either: (a) not established, incorporated or registered in Qatar (foreign entities); or (b) established, incorporated, or registered in Qatar but having a majority (at least 51%) of issued share capital owned by non-Qatari (foreign) nationals
OIIR	Office of Innovation and Industrial Relations
Patent	A legal right granted for a novel, useful, and non-obvious invention, giving the holder exclusive rights to make, use, or sell the invention for a specified period and to exclude others from making that invention.
Qatari Entity	An entity incorporated or registered in Qatar in which at least 51% of it is owned by Qatari nationals.
QF	Qatar Foundation for Education, Science and Community Development
QSTP-LLC.	Qatar Science and Technology Park Limited Liability Company

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Research Institute (RI)	An HBKU Unit primarily dedicated to conducting research and generating new knowledge, building a technology capacity in specific fields or across a range of disciplines including computer science and information technology, energy, water and environment, and biomedical research.
Scholarly and Creative Works	Works authored by HBKU Members within the scope of their employment as part of or in connection with their teaching, research, or scholarship. Common examples of Scholarly and Creative Works include: lecture notes, case examples, Course Materials, textbooks, works of nonfiction, novels, books, lyrics, musical compositions/arrangements and recordings, journal articles, scholarly papers, poems, architectural drawings, software, visual works of art, sculpture, and other artistic creations, among others, regardless of the medium in which those works are fixed or disseminated.
Significant and Necessary Contribution	A contribution that has a material impact on the conception, development, or functionality of the Foreground IP. It is considered significant and necessary if the Foreground IP could not have been developed in substantially the same form without that contribution.
Spinout	A company founded or co-founded by HBKU Staff and/or HBKU Students to commercialize their research outcomes and innovative ideas.
TDC (Technology Development Cost)	An estimated costing method for an invention that includes direct costs (including IP Expenses) and indirect costs
Third Party	Any person or entity other than HBKU, HBKU Staff, and HBKU Student. It includes, without being limited to, funding agencies, sponsors, other university or research institutions, or a commercial company.
Third Party Agreement	A contract or agreement between HBKU and a Third Party for the conduct of research, teaching, the exchange of students, license agreements, contracts of assignment, or contracts of sale, etc.
Trade Secrets	Confidential business information including formulas, practices, processes, devices, or items of information used by an organization or institution that has economic value and for which reasonable efforts to maintain secrecy have been made.
Trademark	A word, phrase, name, symbol, design, device, or combination thereof that is used to indicate the source of the goods or services and to distinguish them from the goods or services of others.


4. Policy

4.1. General Provisions

- 4.1.1. HBKU seeks to establish an environment that encourages all members of its community to innovate emphasizing the importance of IP in the creation and transfer of new knowledge and technology for societal and economic benefit.
- 4.1.2. Rights and obligations under this Policy shall survive any termination of services, employment, enrolment, or appointment at HBKU and will remain binding and enforceable after such services, employment, enrolment, or appointment ends regardless of whether or not the HBKU Member leaves HBKU.
- 4.1.3. This Policy overrides, supersedes, and prevails over any existing policies on IP adopted by QF relating to HBKU IP excluding any agreements entered by QF prior to the effective date of this Policy with Third Parties.

4.2. Ownership of IP

- 4.2.1. HBKU prioritizes IP ownership as a crucial element in fulfilling its goals. To this end HBKU adheres to the following principles concerning IP ownership.
 - 4.2.1.1. **HBKU Ownership.** Except as otherwise provided in this Policy, all IPRs, title and interest in IP made by any HBKU Member, whether in the course of employment, enrolment, appointment, or engagement with HBKU and utilizing HBKU resources,

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support, or for which the University is paying the HBKU Member(s) from any source belongs to HBKU.

- 4.2.1.2. **Student Ownership.** Students hold the copyright for work they create in the course of their study at HBKU including theses, dissertations and other student works except the IP created by a student in a project involving HBKU Support or under a Third Party Agreement (IP created by students engaged in sponsored activities or pursuant to other written agreement(s), such as HBKU Students hired to perform work for HBKU). HBKU retains the right to retain a copy of all student work provided to HBKU as part of the ordinary course of educating and evaluating students and to use it for educational, research, or administrative purposes as well as to submit such work to third parties to evaluate it for originality and/or plagiarism.

Students may, if agreeable to the student and OIIR, assign their IPR to HBKU in consideration for being treated as an HBKU employee under this Policy.

- 4.2.1.3. **Scholarly and Creative Works.** Copyright for Scholarly and Creative Works created by HBKU Members is owned by the HBKU Members who authored the works except in the following cases:

- The work was authored as required deliverable under a sponsored activity agreement,
- The work was specifically commissioned by HBKU or created as part of an administrative assignment to, for, or on behalf of HBKU,
- The work involves the use of HBKU resources or support or is conducted as part of a research project or under a Third Party Agreement,
- Ownership would put the University in violation of or conflict with an applicable contract, agreement, or law,
- The copyright of the work was transferred to the University in writing,
- The created instructional materials are intended to be sold to third party providers of on-line or other courses during or after HBKU Member's engagement with HBKU.


HBKU reserves the nonexclusive right and license to without charge use Scholarly and Creative Works for educational, research, or administrative purposes and to preserve, archive, and host Scholarly and Creative Works in its institutional repositories. However, this provision may be waived if a publisher's terms or other Third Party requirements preclude this and such a waiver is approved by the Provost or the Vice President for Research as appropriate.

- 4.2.1.4. **Exempt IP.** HBKU shall not claim IPR in IP discovered, created or developed by HBKU Members during their personal time and using personal resources, so long as such IP is clearly outside the scope of their employment, appointment or engagement with, or duties owed to, HBKU and outside their area of expertise.

- 4.2.1.5. To protect HBKU-owned IP, HBKU Members must not enter into agreements with Third Parties (oral or written) as to HBKU-owned IP that assign, license, or otherwise deal in such IP without prior approval from the IPO. HBKU Members are required to submit an IP Disclosure Form for any HBKU-owned IP that is intended to be applied, used in research or teaching, developed in collaboration with third parties, or proposed for licensing, assignment, or any other external arrangement.

4.3. Disclosure of IP


- 4.3.1. All IP created by HBKU Members and owned by HBKU must be disclosed to IPO using the IP Disclosure Form.

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- 4.3.2. IP disclosure must be made at least 30 days before the IP is applied or used in external research or teaching or shared in collaboration with third parties.
- 4.3.3. The IP Disclosure Form must be signed by all Creators and must include documentation to fully describe the IP, the names of all Creators and persons that might have contributed to the making of the IP, the ownership ratios, third-party rights, and potential utilization.
- 4.3.4. HBKU Members shall ensure that all IP disclosed or presented as original, shall, in fact, be their original works and not wholly or substantially copied from the work of others.
- 4.3.5. HBKU Members who generate IP to be owned by HBKU will be asked to execute formal written assignments to HBKU using appropriate forms such as the IP Assignment Form and, from time to time, may be asked to sign any other documents, such as powers of attorney, that may be required by HBKU to protect its legal and beneficial ownership of rights to IP.
- 4.3.6. HBKU Members shall ensure that the IP Definition used in agreements is relevant, accurate, and up to date. All referenced files containing proprietary information must be clearly named, properly organized, and reflect the nature and content of the materials they contain.
- 4.3.7. Failure to make adequate disclosures within the terms set forth above will be considered as a serious matter, even if such failure is the result of inadvertence. The University, through the Vice President for Research, the Provost, and the Vice President for Finance and Administration, will take appropriate disciplinary actions as they deem appropriate.

4.4. Evaluation and Protection of IP

- 4.4.1. **IP Protection Decision.** Upon receipt of a complete and accurate disclosure in the IP Disclosure Form, the IPO may, in its sole and absolute discretion, after consultation with the IP Committee, determine such means to protect IP. The decision to file for patent protection and the scope of the patent application will be based on the scientific and technical merits, potential for commercialization of the IP, obligations to and rights of Third Parties, the alignment with HBKU strategic focus, or for other reasons IPO, in its discretion, deems appropriate.
- 4.4.2. The HBKU Member for whom patent applications are filed shall cooperate in the patenting and other IPR protection processes as required by HBKU or its designated representatives.
- 4.4.3. **Reassignment of IP Rights to Creator.** If IPO opts not to pursue IP protection and commercialization, the Creator of IP may request HBKU to assign the IP to them. This request should be made in writing by Creator to the IPO. IPO will, following an evaluation of the relevant IP in consultation with the senior manager(s) responsible for Creators' work, recommend to the OIIR Executive Director whether to reassign the IP to Creator or not. The OIIR Executive Director will review the request and the IPO recommendation, and in case of endorsement, submit the request to HBKU President for final review and decision prior to issuing the HBKU decision to the Creator.
- 4.4.4. The reassignment of IP to Creator shall be subject to specific terms and conditions, which may include but are not limited to the following:
 - 4.4.4.1. The right of HBKU to be compensated for any documented expenditure it may have incurred in connection with the evaluation and protection and/or commercialization of that IP.
 - 4.4.4.2. HBKU to be granted a non-exclusive, perpetual, worldwide and royalty-free license to use the IP for research, educational, or administrative purposes.
 - 4.4.4.3. That all other co-Creators of the IP agree in writing to the assignment of the IP to the assignee Creator.

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- 4.4.4.4. The Creator must agree not to commercialize in direct competition with HBKU
- 4.4.4.5. That the assignee Creator shall indemnify and hold HBKU harmless from any expense, claim, proceeding, judgment, damages, cost (including legal costs on a full indemnity basis) arising from any IP infringement or product liability claims relating to any assigned IP and the Creator shall ensure that all licenses or assignments, and other agreements with any Third Party relating to such IP shall provide for such an indemnity from the Third Party in favor of HBKU.

4.5. Confidential Information and IP Protection


- 4.5.1. **Publications and Disclosure** HBKU supports the dissemination of knowledge for wider public benefit and use while safeguarding its IPRs. HBKU Members are encouraged to publish research results provided such disclosures do not compromise the protection of HBKU's IPR. Prior to releasing any material that might contain novel (potentially patentable) or commercially sensitive material, HBKU Members must consult with the IPO to prevent compromising the patentability of HBKU's rights.
- 4.5.2. **Trade Secrets.** HBKU may designate certain confidential information as a trade secret, owned by HBKU. Such information may include formulas, data, practices, processes, or other materials that derive economic or competitive value from not being publicly known. Creators are required to keep these secrets confidential in accordance with the IPO directions and guidelines.
- 4.5.3. **Confidential Information.** Confidential Information includes, but is not limited to HBKU's IP disclosures, legal documents, research results and outcomes, and specific proprietary business details which hold value when kept confidential. This includes, but not limited to, terms of research agreements, financial details, or business information, which should be kept confidential to maintain HBKU's competitive edge. Disclosure of Confidential Information to external parties should only occur after a Non-Disclosure Agreement approved by HBKU legal, has been signed. When handling confidential information, the HBKU Members shall:
 - Treat ongoing research, unpublished results, and third-party proprietary information with utmost care, mindful of patent potential and confidentiality requirements. Documentation of disclosure details, including date, recipient identity, and information extent, is essential.
 - Restrict the dissemination of third-party confidential information within HBKU to individuals who need to know, adhering to the confidentiality agreement terms.
- 4.5.4. **Copyright Notices.** HBKU Members shall ensure that all copyright works owned by HBKU to be disclosed, published, or presented outside HBKU bear a copyright notice in accordance with Qatari law and relevant international copyright treaties. All HBKU owned or developed materials should bear the notice: "Copyright © [year of publication] HBKU. All Rights Reserved". HBKU Members should consult with the HBKU communication department before using the name of any other academic institution, research center or the specific name of an HBKU Unit in the copyright notice.

4.6. Third Parties Contract and IP

- 4.6.1. **Authority.** The IPO is responsible for safeguarding HBKU's intellectual assets by reviewing, drafting, and validating all IP-related provisions including ownership, assignment, licensing, confidentiality, disclosure requirements, and other IP related matters, in consultation with HBKU R&D Corp., OIIR, and the VPR Office. It serves as the HBKU designated office to guide and assist HBKU Members and to review, negotiate and approve IP component of all agreements with third parties.

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- 4.6.2. HBKU Members shall not enter into any IP-related agreement (verbal or written) with third parties in their personal or professional capacity. All agreements involving IP such as research data, confidential information, methodology, compound, materials, or commercialization must be negotiated, reviewed, and executed through IPO.
- 4.6.3. HBKU Members engaged in consulting and other professional services and activities with Third Parties must ensure that their activities and agreements with Third Parties are not in conflict with the provisions of this Policy. HBKU Members shall inform Third Parties of their obligations to HBKU under this Policy at the outset of discussions.
- 4.6.4. **Disclosure of IP between Parties under agreement.** Parties under any agreement shall disclose to each other's the creation of any research result or outcome that may have significant contribution to the development of Foreground IP within 30 days from the creation of the research result or outcome. Such disclosure is mandatory and will be treated as confidential information and assessed internally by the parties.
- 4.6.5. HBKU Members shall ensure that any agreement (verbally or in writing) with Third Parties' personnel involves the official participation of that person's employer or principal organization. No side agreements or personal arrangements with third-party personnel are permitted.
- 4.6.6. Any agreements and legal documents concerning HBKU IPRs shall comply with the provisions of this Policy. Any variance from this Policy must be approved by the OIIR Executive Director following consultation with the President or the person delegated by the President. Any such exceptions require prior, written approval from the OIIR Executive Director.
- 4.6.7. **Agreement Execution.** Agreements must be executed in writing and signed by HBKU and the Third Parties prior to the commencement of any research project or activity and, as appropriate and without limitation, must use OIIR reviewed and approved terms relating to ownership, management and use of IP resulting from the research or activity including provisions for any Background IP.
- 4.6.8. For any jointly owned IP resulting from research and collaboration activities, HBKU will, when required, enter into a separate written IP Management and Revenue Sharing Agreement with the relevant Third Parties to address its management, including decisions regarding prosecution, maintenance, enforcement, exploitation licensing, commercialization, and mutually agreed mechanism for revenue sharing with Third Parties.
- 4.6.9. **Background IP.** All HBKU Background IP must be properly recorded and declared with clear IP Definition before initiating research project or activity with such IP remaining under HBKU's ownership. Similarly, Background IP of the Third Party, belongs to such party or sponsor. Use of such Background IP requires express written permission and where appropriate a fee-based license.
- 4.6.10. **Foreground IP.** While IP generated by HBKU Members pursuant to HBKU Support or under the auspices of HBKU shall generally remain under HBKU's ownership, joint ownership may be considered based on (a) The level and the nature of contribution by the Third Party, including any Significant and Necessary Contribution arising from collaborative intellectual or technical efforts; and (b) The strategic considerations for HBKU.
- One of the following IP ownership models may be adopted for Foreground IP:
- **Joint ownership:** Joint ownership may be adopted when the Third Party's contribution represents a Significant and Necessary Contribution toward the development of the Foreground IP, and must include either of the following:

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I. Significant intellectual and/or technical contribution Provision of Background IP and/or efforts which are essential to the development of the Foreground IP.

This may include, but not limited to:

- Documented intellectual inputs (e.g. prior designs or processes);
- Existing data sets, materials, or proprietary tools;
- Provision of facilities, equipment, environments, or human sources that are significantly important to the execution of the project;
- Specialized expertise or technical know-how developed independently prior to the project.

II. Financial contribution:

- **Non-Qatari Entity:** A cash contribution of no less than 30% of the total project cost, specifically allocated toward the creation or development of the Foreground IP.
- **Qatari Entity:** A total cash and in-kind contribution of no less than 30% provided that there is a minimum cash contribution of 15%. Deviation from these percentages may be permitted upon internal review and President approval.

- **Exclusive ownership by HBKU.** Exclusive ownership by HBKU should be adopted when there is no significant Background IP contribution from the Third Parties and the financial contributions of the Third Parties do not meet the minimum requirements for joint ownership. In such cases, HBKU may grant the other parties (and their affiliates) a non-exclusive, fully paid or partially paid license with terms and conditions negotiated in a contractual agreement.
- **Exclusive ownership by other parties.** Exclusive ownership by other parties may be agreed upon by HBKU when the project or activity is fully funded by the other party. In such cases, the other parties will have exclusive ownership of the Foreground IP and HBKU and its affiliates will retain a royalty-free, non-exclusive license to use the Foreground IP for research, educational, or administrative purposes.

4.6.11. **IP Expenses.** Costs for assessment, protecting and maintaining any co-owned IPRs will be proportionally shared based on ownership percentage and each party's in-kind, financial, and other resource contribution.

4.6.12. **Revenue Sharing.** HBKU must enter into an IP Management and Revenue Sharing Agreement for any Foreground IP that is jointly owned with a Third Party.


4.6.13. **Sideground IP.** IP incidentally created during the research that is not directly related to the research project scope will be owned by the party that developed it unless otherwise contractually specified.

4.6.14. **Priority of Commercialization.** HBKU shall have the first right to protect and commercialize Co-owned Foreground IP arising from Third-Party Agreements when the joint ownership model is adopted. Commercialization may be pursued through licensing, joint ventures, assignment, or other appropriate mechanisms.

4.6.15. **Retained License.** In cases where HBKU IP is licensed exclusively as part of the agreement, all efforts should be made to secure a royalty-free license for use of the IP for on-going research and teaching purposes.

4.7. Commercialization of IP

4.7.1. HBKU will decide, as soon as reasonably practicable, whether to commercialize the IP in accordance with the University Policies and Procedures.

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- 4.7.2. Upon the university decision to commercialize the IP, HBKU R&D Corp., acting under the authority delegated by the President, shall decide, in consultation with the IP Creators and the concerned HBKU Colleges and Research Institutes, the most suitable commercialization strategy and commercialization methods and whether or not it is feasible to commercialize the IP in accordance with the university policies and procedures.
- 4.7.3. HBKU will ensure that reasonable efforts are made to keep the Creators informed and, where appropriate, involved in the commercialization of the IP to which they contributed.
- 4.7.4. HBKU R&D Corp., as the designated entity, will exclusively negotiate and conclude the licenses of HBKU IP. These negotiations will consider the Innovation Readiness Level (IRL), the Technology Development Costs (TDC), the Annual Management Cost (AMC), the Fair Market Value (FMV) and the interests of HBKU.
- 4.7.5. The license will generally cover responsibility for non-refundable license fees, reimbursement for IP registration costs (such as patent applications), royalty and minimum royalty payments and a requirement of due diligence and revocation of license when the licensee fails to meet performance expectations. In some instances, equity options may be included in accordance with University policies and procedures.


4.8. Internal Revenue Generation and Distribution

- 4.8.1. HBKU R&D Corp., on behalf of HBKU, HBKU Units and the Creators, shall receive all Gross IP Revenue generated from the IP Commercialization and determine TDC and Net Revenue.
- 4.8.2. HBKU R&D Corp. shall prepare a plan for the distribution of TDC to the entities that incurred the TDC, in line with the relevant procedures.
- 4.8.3. Following the allocation of the TDC and the determination of Net Revenue, HBKU R&D Corp. shall distribute the Net Revenue based on the structure below:

Recipient	Percentage of NET IP Revenue Share
Creator	35%
HBKU Unit	25%
HBKU	25%
HBKU R&D Corp.	15%

4.9. Conflict of Interest

- 4.9.1. All conflict-of-interest matters will be handled in accordance with the University's Conflict of Interest Policy and must in addition be disclosed to the IPO.
- 4.9.2. HBKU Members and Third Parties must promptly disclose potential, actual, or perceived conflicts of interest to the IPO in writing and include all details to allow for proper assessment.
- 4.9.3. Failure to disclose a potential, actual, or perceived conflict of interest may result in the forfeiture of IPR related to the undisclosed conflict. In addition, disciplinary actions may be considered in accordance with HBKU policies.
- 4.9.4. In addition to situations listed in the University Conflict of Interest policy, certain situations specific to the administration and commercialization of IP may also give rise to actual, potential, or perceived conflicts of interests. The following list of such situations is only provided for guidance and is not exhaustive:
- The use by HBKU Members of current position to influence IP decisions for personal benefit or for the benefit of family members or personal associates, either financially or otherwise.
 - Holding equity, stock options, or other ownership interests in a company that has licensed or is negotiating to license HBKU owned or jointly owned IP.

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- Engaging in consulting, advisory, or employment activities with a Third Party that has an interest in HBKU owned or jointly owned IP in which the individual is a Creator.
- Use proprietary or confidential information for personal gain or to benefit a Third Party with which the HBKU Member is affiliated.
- Conducting or supervising sponsored research that is funded by a Third Party which holds, or is seeking, a license to IP created by the HBKU Member.
- The use by HBKU Members of University owned or jointly owned IP, including patented technologies and trademarks, in their personal projects or side businesses.

4.10. Dispute Resolution and Appeal

- 4.10.1. All disputes arising under or related to this Policy shall first be submitted in writing to the OIIR which will attempt to resolve the matter informally through consultation with the parties involved. OIIR ED decides on the outcome and informs relevant parties.
- 4.10.2. Unsatisfied parties may file an appeal with OIIR, within 7 working days of receiving formal notification of the decision.
- 4.10.3. The OIIR shall promptly forward filed appeals to the Provost or Vice President for Research, as appropriate, for review and decision. The Provost or the Vice President for Research shall review the records related to the dispute, request additional information if needed, and may establish an Appeals Committee to review the case and provide recommendations. After considering the case records, and the recommendations from the Appeals Committee the Provost or the Vice President for Research, as applicable, shall, following consultation with the University President, issue a final written decision on behalf of the University.

4.11. Waiver of this Policy

- 4.11.1. In specific instances, OIIR, with President's approval, may grant exceptions to this Policy if such actions are deemed justified and equitable for HBKU or align with HBKU's strategic objectives.

5. Associated Procedures, Guidelines, and Supporting Documents (Optional)

HBKU Intellectual Property Agreement
IP Management and Revenue Sharing Agreement
IP Assignment Form
IP Disclosure Form

6. References and Related Policies and Procedures

Code of Conduct
Conflict of Interest Policy
Research Misconduct Policy

7. Source, Responsible Office, Authority

This policy was developed by the Office of Innovation and Industrial Relations in collaboration with the Provost, the VPR, and the Institutional Effectiveness Offices. This policy was reviewed by the VP for Finance and Administration Office and the University Policy Committee and endorsed by the University Policy Officer and the University President.

The Office of Innovation and Industrial Relations is charged with overseeing the implementation and ensuring compliance with this policy.