Instructions for the Protection of Intellectual Property Rights at Jordan University of Science and Technology

Definitions:

Article 1: These Instructions shall be called "Instructions for the Protection of Intellectual Property Rights at Jordan University of Science and Technology" and shall be effective from the date of their issuance.

Article 2: The following words, wherever stated in this policy, shall have the meanings assigned to each of them unless the context indicates otherwise:

- **University:** Jordan University of Science and Technology.
- **President:** President of the University.
- **Council:** Council of Excellence Center for innovative Projects at the University.
- **Committee:** Creative Committee responsible for evaluating, reporting and initiating creative project proposals as well as on matters relating to the establishment and registration of intellectual property rights.
- **Intellectual property:** Creations of the mind from inventions, technologies, improvements, developments, materials, vehicles, processes, literary and artistic works, designs, logos, names, images, trade secrets, technical knowledge, computer programs, scientific research outputs and tangible results.
- **Scientific research outputs:** findings, conclusions, recommendations and scientific papers emanating from the research process at the university.
- **The invention:** any creative idea reached by the inventor in any of the technical fields and related to the product or the manner of manufacture or both leads to the practical solution of a specific problem in any of these areas.
- **Inventor:** The natural person who contributed to the creation of the invention, and more than one person may participate in the creation of a single invention.
- **Patent or utility model:** exclusive rights granted by a competent authority in a country according to the laws in force, in respect of the rights to exploit that invention in that country.
- **Industrial drawing:** Any installation or coordination of the lines gives the product a glamor or a special shape, either by machine or by hand, including textile designs.
- **Industrial model:** Any shape, whether connected to lines, colors or not, gives a special appearance that can be used for industrial or handicraft purposes.

- **Trademark:** Any visible sign used or intended to be used by any person to distinguish his goods, products or services from goods, products or services of others.
- **Innovator:** A person who has contributed to the design of an industrial design, model or a trademark. More than one person may participate in the design of an industrial design, model or trademark.
- **The right of industrial design:** The right to protect the industrial drawing by preventing third parties if it does not obtain the consent of the owner of that fee for the purpose of manufacturing products for which the fee or basic part thereof was copied, imported or sold.
- **The right of the industrial model:** The right to protect the industrial model by preventing third parties if it does not obtain the consent of the owner of that form to carry out for the commercial purposes the manufacture of products whose form or part of it was copied, imported or sold.
- **The right of a trademark:** The right to restrict the use of the trademark to its owner and to prevent others from using identical or similar marks to the extent that it is likely to lead to confusion without prior consent and the possibility of confusion in the case of the use of a trademark identical to similar products.
- **Plant Variety:** Any plant group located in the lowest rank in a single plant classification, whether or not it meets the requirements for granting the right of protection. This variety is characterized by characteristics resulting from a specific genetic structure or a combination of structures that can be distinguished from any other plant group with at least one of these characteristics, and is considered a single unit because of its ability to reproduce without any change in its characteristics.
- **Originator:** A person who has created, discovered or developed a new plant variety.
- **The right of the plant variety:** The legal right of the plant variety after its registration, which gives the developer or the owner of the variety the right to prevent third parties - if he does not obtain his consent - from carrying out any of the following work with respect to the propagated material of the protected variety for commercial purposes: Reproduction, display for sale or other marketing, export, import or storage for any of the purposes mentioned above in this paragraph.
- **Classifier:** Literary works which are expressed in words and works of art that address the aesthetic sense.
- **The author:** The person whom the published work is attributed to him, whether by mentioning his name on the work or in any other way, unless the evidence proves otherwise.

- **Author rights and copyrights:** The right to prevent third parties from reproducing, translating, quoting, modifying or commercializing the work, either for the original copy or any copy thereof, or to distribute or copy it or to import copies to the public in any way without consent.
- **Intellectual property:** Creations of the mind from inventions, technologies, improvements, developments, materials, vehicles, processes, literary and artistic works, designs, logos, names, images, trade secrets, technical knowledge, computer programs, scientific research outputs and tangible results.
- **The university community:** All those whom this policy is applied on them and they are: faculty members, employees, administrators, students, professors, visitors, consultants and any natural person who participates in the research process or uses the University's resources and infrastructure in its colleges, centers or beyond its borders in a concrete manner.
- **Use of the University's resources and infrastructure in a tangible way:** the use of any of the University's property, resources and infrastructure, and the creation or development of intellectual property in a tangible manner that would not have been without such use.
- **Employees:** Natural persons who form part of the university community and work for the university under a contract, (agreement) or (purchase of services) whose functions are scientific research or technical or administrative support.
- **Student:** The student accepted at the university in all grades.
- **Revenue:** Total revenue derived from the exploitation of intellectual property by one or more parties.
- **Net revenue:** Total revenue from the exploitation of intellectual property by one or more entities, including license fees, royalties and any other revenue from the intellectual property of any third party, minus all direct costs related to the management, protection and commercialization of intellectual property assets.
- **Commercialization:** Any form of economical exploitation of intellectual property that may return any economic benefit to the university, whether urgent or delayed. These forms include waiver, licensing and internal exploitation in the university or exploitation by establishing companies emerging from the incubator of the center of excellence for innovative projects.

Objectives of the Instructions

Article 3: These instructions are intended to:

- Facilitate the access of technologies and scientific research to the community through an efficient transfer of technology.
- Identification of the system of dealing with and defining institutional intellectual property, including property rights and exploitation.
- Rewarding the creative efforts of the university community through the distribution of the revenues derived from the exploitation of intellectual property.

Intellectual Property Management System

Article 4: The President shall assume the powers of management and administration of intellectual property at the University.

Article 5: The Committee shall take the decisions to deposit, register and preserve the intellectual property rights as it sees fit and in the countries it deems appropriate. Decisions about the payment of any fees shall be taken for preserving the rights at least one month prior to their due date or it`s renewal.

Article 6: The Board shall appoint the members and the Chairman of the Creativity Committee. The Committee shall undertake the following tasks related to intellectual property:

1. Decision on the establishment and registration of intellectual property rights, after the use of reports prepared by the University's Technology Transfer Office and its study and any other relevant information.
2. Decisions to pay any fees for the maintenance of any intellectual property whether deposited or granter, or to be renewed at least one month before the due date of such fees.

Article 7: The Creativity Committee shall make recommendations to the President to take decisions relating to the marketing of intellectual property.

Article 8: The Creativity Committee shall meet periodically on a monthly basis or whenever the need arises.

Article 9: The functions of the deposit of intellectual property rights shall be assigned, recorded and commercialized in the Technology Transfer office within the Department of Excellence for innovative Projects center at the University.

Article 10: The core work of the Technology Transfer Office shall include the following functions:

1. To raise awareness in the university community about intellectual property rights and related issues.
2. To review the outputs of the scientific research and its tangible results at the university.
3. Studying the submitted disclosures to assess their novelty, innovation and applicability to the industrial application.
4. Studying the potential markets for the submitted disclosures.
5. To study new technologies and innovations in the field of submitted disclosure.
6. Prepare evaluation reports for each disclosure of the disclosures submitted to it and submit them to the Creativity Committee. These reports shall include the types of intellectual property rights that each of these disclosures may have in addition to the potential markets for them and the cost of filing, recording and protecting intellectual property rights.
7. Support in the drafting of the patent specification and the preparation of the necessary legal documents for the filing and registration of intellectual property rights in official institutions.
8. Support in the management of intellectual property assets of the University.
9. To give an opinion on the appropriate mechanisms for the Commercialization operations, and to support the Committee to initiate the preparation of the recommendations relating to Commercialization.
10. Pursuing intellectual property marketing, including negotiations and preparation of legal documents.
11. Establish working relationships with the university community.
12. To establish networks with the local and international industrial sector.
13. To seek to provide all information to the Committee of Creativity which shall enable it to exercise its functions under the provisions of these instructions effectively.

Article 11: The working mechanism of the Technology Transfer office shall include the following:

- The inventor or creator (or any of them in case they are more than one person) shall submit a written note to the Technology Transfer office in order to initiate the filing of applications for the protection of intellectual property with the concerned authorities. The memorandum shall be accompanied by a form of disclosure approved by the Office and filled by the inventor or creator.
- The inventor or the creator shall undertake that all the information provided in the request for disclosure is correct and that intellectual property is one of their creations and not shared by any other person within or outside the university.
- The inventor or the creator shall undertake that he will not publish the intellectual property before the expiry of (63) months from the date of submission of the disclosure, unless approved in writing by the technology transfer office on publication, in order to preserve the modernity of intellectual property.
- The disclosures shall be evaluated by the Technology Transfer office in terms of modernity, innovation and industrial applicability. The results of its assessment shall be submitted to the Creativity Committee. The results shall include the types of rights that can be protected and market opportunities and may be entitled by third parties under agreements prepared for this purpose.
- In the event of the University's desire to proceed with the protection of intellectual property, the Technology Transfer office shall manage the affairs of the Depository and prepare the necessary technical and legal documents for it, and may be entitled to use third parties under agreements prepared for this purpose.
- Before any fees are paid for the maintenance or renewal of applications for intellectual property rights deposited or granted, the office shall inform the Creativity Committee in writing of the entitlement to such fees. This shall be accompanied by the stage reached by the intellectual property in the marketing process, not less than two months from the due date.

Article 12: All disclosures made to the Office of Technology Transfer shall be confidential and shall not be disclosed without justification.

Article 13: The Disclosure Form adopted by the Technology Transfer office shall include the following information:

1. The proposed title if the intellectual property relates to an invention.
2. The quartet names of all inventors, innovators or translators in both Arabic and English, as stated in their official personal papers, in addition to their work places and e-mail addresses, indicating the net revenue distribution ratios reflecting the intellectual contribution of each of them in general.
3. A summary of the submitted intellectual property and a statement of excellence and innovation therein.
4. The detailed scientific description of the intellectual property if it concerns an invention or a utility model with the necessary illustrations.
5. A list of patents, scientific papers and commercial products of inventors or creators that fall within the domain of intellectual property, indicating similarities and differences.
6. A list of published scientific research related to that intellectual property, indicating their date of publication.

The university's relationship with the supporting bodies

Article 14: The University shall publish research results or submit applications for intellectual property protection resulting from research, joint venture or supported by the industry or any third party under special agreements prepared for that purpose.

Article 15: In the event of full or partial support for scientific research or creative project from a third party, the rights of the university and the supporting body shall be agreed in advance in any intellectual property and duties of each of them regarding the procedures of filing, recording and preserving the intellectual property rights. A party to support deposit and registration in advance also. The case of any party's refusal to pursue research or to support deposit and registration shall be investigated in advance.

Conduct third-party research

Article 16: The university may contract with any natural or legal person to perform works related to scientific research whose ideas do not originate from within the university or the university community, and then that person shall bear fees determined by the university presidency or centers according to its instructions and in accordance with the opinion of the creativity committee. These fees exceed the costs associated with conducting research. In which case the intellectual property shall be owned by the person contracted with it unless otherwise agreed in writing.

Article 17: The University is committed to maintaining the confidentiality of research results owned by third parties.

Conduct joint research

Article 18: In cases of institutional cooperation, quotas relating to the results of the exploitation of intellectual property shall be determined in general according to the percentage of support provided by each institution for the purpose of carrying out the research, plus the direct costs related to the management, protection and marketing of intellectual property assets unless otherwise agreed.

Article 19: The rights and duties of the University and any third party in the case of joint research shall be determined by prior agreements. The case of the refusal of any party to pursue the research or to support the accreditation and registration shall be investigated in advance.

Inventions, utility models, industrial designs, trademarks and plant varieties

Article 20: Any person within the university community shall disclose any intellectual property that he has been involved in creating after he joined the university community of the Office of Technology Transfer through an approved disclosure form at the Office.

Article 21: The Creative Committee shall have the right to release intellectual property rights to become the property of the inventor or creator unless there are prior obligations to any third party that has contributed or supported the research work. If the committee informs the inventor or innovator in writing that the university will not attempt to register the intellectual property In which case the University shall be entitled to claim 5% of the net revenue derived from the exploitation of such intellectual property by the inventor, creator or any third party. The University is also entitled to demand a non-exclusive, free license for such intellectual property, provided that the purpose of such license is not the commercial exploitation or partial or total licensing of any entity outside the University's boundaries, including companies emanating from the technological incubator of the Center of Excellence for Creative Projects at the University.

Article 22: The provisions of (Article 21) shall also apply if the University does not wish to maintain or renew intellectual property rights.

Article 23: After waiving the intellectual property rights of the University, the university shall pay 75% of the inventor or creator whose name is mentioned in the disclosure form or his heirs from the net revenues of the intellectual property, and 25% shall be transferred to the university account. All direct costs related to the management, protection and commercialization of intellectual property assets.

Article 24: Net revenues shall be distributed according to Article (23) at the end of the financial year in which the revenues were received as follows:

- If the intellectual property is the result of a joint work between several persons, their shares shall be distributed out of the net revenues equally unless they have agreed otherwise in advance and this has been documented in the disclosure form. Any person may assign to any other person whose name is included in the disclosure form in whole or in part, of net revenue.

- The University shall have the right to suspend the distribution of net revenues due from intellectual property in the event of a judicial dispute until such time as a final decision is made. The University shall be obliged to distribute any revenue to any party retrospectively after receiving the formal decision in a formal manner.

Publication and copy rights

Article 25: The University shall have the right of copyright and the right of publication to the results of the scientific research of artistic, cultural, social or aesthetic works resulting from projects that received full or partial support from or through the University.

Article 26: The University shall have the right of copyright and the right of publication to the results of the scientific research of artistic, cultural, social or aesthetic works resulting from any internal or external entity appointed to perform this function.

Article 27: The University shall pay 75% to the author whose name appears in the work or his heirs from the net income received by the University.

Article 28:

- The net revenues shall be distributed in accordance with Article (27) at the end of the financial year in which the University received this revenue, after all the direct costs related to the management and protection of publication and copyright rights have been recovered and commercialized.

- If the work is the result of a joint work of several persons, their shares shall be distributed out of rent equally unless otherwise agreed in advance, and this has been documented in writing in the Technology Transfer Office, and any person may waive his shares in part or in whole to another person who contributed to the work.

- The University shall have the right to stop the distribution of net revenues due from publication or copyrights in the event of a judicial dispute until such time as a final decision is made. The University shall be obliged to distribute any revenue to any party retrospectively after receiving the formal decision in a formal manner.

Article 29: The author shall have the right to obtain 10% of the number of printed copies of the work.

Article 30:

- The University shall have the rights resulting from the translation of any work if translated on the basis of the University's mandate and with or through its support.

- The proportion of the translator or his heirs (75%) of the net income received by the university.

Intellectual property caused by students

Article 31: Students shall be treated like the employees' treatment with respect to these instructions.

Article 32: Students have the right to own intellectual property rights in any of the following cases:

- If intellectual property does not result in the significant use of the university's resources and infrastructure or any services other than those offered to students.
- If intellectual property is not the result of the use of intellectual property owned by the University.
- If intellectual property is not part of another intellectual property created by a team composed of one or more of the university community to which the student belongs directly or indirectly.
- If intellectual property is not the result of a university project within the educational process or has received support from or through the university.

Article 33: In the case of any student to whom the provisions of Article (32) is applied on him or any other natural or legal person wishing to waiver of their intellectual property to the University, It shall be deemed to be an intellectual property owned by the University and all the provisions of these instructions shall apply to the rights and duties of the University in addition to the rights of the student or that natural or legal person and his duties as inventor or creator except the provisions of Article 21 of these Instructions.

Commercialization of Intellectual Property Rights

Article 34: In general, the granting of licenses for the exploitation or sale of intellectual property shall be given to national institutions and enterprises.

Article 35: The University shall endeavor to commercialize intellectual property when such commercialization has an economic benefit to the University or when there are agreements obligating it to commercialize.

Article 36: The University shall endeavor to commercialize intellectual property through partnerships by researching the markets of the domain of intellectual property, identifying potential parties for commercializing and discussion with potential licensees, developing work plans, negotiating appropriate licensing contracts and agreements and monitoring the progress of work.

Article 37: In the event that the inventor or the inventor wishes to exploit any intellectual property owned by the University, the University shall grant the inventor or the creator a license to exploit such intellectual property in accordance with a licensing agreement prepared for this purpose. The provisions of Article 16 of the instructions of the Center of Excellence for innovative Projects shall apply in this case.

Article 38: The President of the University shall be entitled to request the inventors or the creators to apply for leave without pay if in his opinion the commercialization process may lead to an irreconcilable Conflicts of interests that cannot be overcome. Such leave shall be in accordance with the University's leave instructions.

Article 39: Licensing agreements generally include the following items:

- The name and address of the authorized party.
- The intellectual property to be licensed and the number of its serial protection request to the concerned parties.
- Activities that the Licensee may perform under the Agreement.
- Countries or territories in which intellectual property is to be licensed.
- The term of the agreement and the date of its validity and termination.
- The material compensation that the university will receive in exchange for the license and the clarification of the payment mechanism and fines in case of failure or delay.
- Fees for issuing the license agreement.
- The nature of the Convention in terms of limitation (exclusive or non-exclusive license).
- University rights if the licensee makes improvements or improvements to intellectual property.
- Clarification of the Licensee's rights to make a partial or total license of the acquired license.
- Rights and duties of both the university and the authorized party in case of infringing the licensed intellectual property.
- Reference Court in case of disputes.

Article 40: The University may assign intellectual property rights in whole or in part to a third party in return for payment or deferred in accordance with the agreement.

General provisions

Article 41: The President shall decide in cases where the text of these instructions is not answered.

Article 42: These instructions shall cancel all conflicting provisions contained in any previous instructions or decisions.

Article 43: The President and the Director of the Center are responsible for implementing the provisions of these instructions.