

Arab Republic of Egypt
Ministry of Higher Education and Scientific Research
National Research Institute of Astronomy
and Geophysics
(NRIAG)
Helwan - Cairo



Intellectual property policy for the National Research Institute of Astronomy and Geophysics (NRIAG)

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The first chapter: introduction

Intellectual property is the most prominent type of the property that deserves the protection. The creative intellectual practices are the basic pillars crystalized through the cultures and technological and scientific progress. So, it is necessary to protect the individuals' rights and literary, artistic and industrial production, and enable them to make use of it in order to create the motive for more creativity.

The National Research Institute of Astronomy and Geophysics (NRIAG) has realized the necessity of encouraging the practical application and economic usage of the researches results conducted at the institute by its staff for the sake of the society. Therefore, the institute has sought to create a system responsible for codifying and regulating intellectual property in order to achieve its desirable targets.

The institute has adopted the following settings and determinants of intellectual property policy:

- 1- The current policy related to the researchers' rights of possessing, protecting and commercially investing in intellectual property resulted from their activities at the institute.
- 2- This document defines the rules of the institute concerning the cooperation with the industrial and commercial organizations, and it includes the directive principles regarding the division of the economic benefits of the commercial exploitation of intellectual property.

This policy aims to

- 1- Enhance and encourage the scientific research in general to achieve the main targets of the institute,
- 2- Trust legally the research activities and the technology- based relations with other parties,
- 3- Define the institutional procedures related to determining, possessing, protecting and marketing intellectual property,
- 4- Ensure the efficiency and timing of protecting and managing intellectual property,
- 5- Facilitate the monitoring of the institute resources and capabilities related to intellectual property and protecting it,
- 6- Ensures the fair distribution of the economic benefits of marketing



intellectual property for the sake of all parties concerned according to their contributions.

- 7- Promote the position of the institute as academic research establishment and a member of the society, and enhance the position of the researchers by making the research results available for the usage and public utility.

Note: this policy is consistent with the Egyptian law's ruling provisions.

Article 1 : definitions

- 1- The institute: the National Research Institute of Astronomy and Geophysics in Helwan- Cairo- Egypt.
- 2- Intellectual property committee: it is an advisory committee formed by the president of the institute temporarily to provide advice and recommendations necessary to draw up the executive regulation for intellectual property policy.
- 3- Those affiliated to the institute: they include the research authority members, their assistants along with the technical and administrative cadres and those participating in any one of the Institute programs or using its resources according to scientific agreements and mandates or under the scientific supervision of any one the research authority members of the institute.
- 4- Marketing: it means any type of exploiting intellectual property, including the costs, giving licenses, internal exploitation by the institute, and marketing through the subsidiary companies.
- 5- Copyright: it means the literary, scientific and artistic works, including the academic publications, scientific books, essays, lectures, documentary films, presentations... etc. with the exception of the software qualified for the protection by virtue of the copyright law.
- 6- Resources of the institute: It means any one of the types of funding, facilitations and resources, including the equipment, consumer materials and human resources provided by the institution directly or indirectly.
- 7- Intellectual property: it means the inventions, technologies, developments, improvements, processes, other research results, tangible researches features, including the software and other works



protected by copyright.

- 8- Intellectual property rights: it means possessing intellectual property and its related rights, including the patents, rights of the utility models, experiences, brands, geographical indicators, commercial information and secrets, all rights of industrial and intellectual property, registered or unregistered copyright, along with the right to apply for obtaining these rights with its modifications.
- 9- Researcher: any person appointed by the institute administration or recruited by virtue of a contract and mainly taking part in the research activity creating intellectual property.
- 10- Research: it means any research conducted by any member of the research authority and their assistants, published or accepted to be published- whether it was applied or not.
- 11- Inventor and author: the person able to put forward a conception of some intellectual property or invention and apply it later.
- 12- Invention: a new idea can be applied to solve a technical problem in the technical field according to the internationally and locally agreed conditions.
- 13- Patent: a formal document granted to the inventor, indicating his right to protect his invention and ban others from exploiting it.
- 14- Research agreement: it is known as the research services agreement, developmental and cooperative researches agreement, materials transfer agreement, confidentiality agreement, advisory agreement, or any type of the agreements related to the researches applied by the researchers, or related to an intellectual property invented at the institute.
- 15- prohibited and secret data: the unavailable data through the general setting due to agreements and memorandum of understanding concluded between the institute administration and other parties.
- 16- Advisory bureau or Offshoot Company: it refers to the advisory bureau established as an offshoot of the institute to manage the scientific consultations done by the institute.
- 17- Visiting researchers: the individuals cooperating with the institute who are not employees or students at the institute. This concept includes the visiting academics and the honorary appointed individuals at the institute.



Article 2 : the policy scope:

- 1- This policy is effective concerning all types of intellectual property and its related rights as of the issue date.
- 2- This policy is applied on those legally affiliated to the institute, so, they must adhere to this policy. This legal relationship is established according to provisions of the law or individual or collective agreement.
- 3- The current policy is not applied retroactively. It is considered invalid when those affiliated to the institute were hired by virtue of a contract inconsistent with this policy before the issue effective date, or when the institute has previously concluded an agreement with a third party regarding the rights and obligations provided in this policy.

The Second chapter: the legal rules

The legal rules related to the research are defined in this chapter as follows:

- 1- The person entitled to act on behalf of the institute confirms that the employment contract or any other agreement creating any type of the employment relations between the institute and the researcher contains an item providing that the researcher is committed to work within the scope of this policy.
- 2- All members of the institute must be committed to the content of this policy as of its issue date. They must consider intellectual property rights before initiating any research activity, which defines the contribution of the researcher and his partners in the creative idea of the research.
- 3- The postgraduate students attending PhD programs researches must be committed to the content of intellectual property policy upon registration.
- 4- The person entitled to conclude the agreements on behalf of the institute has to ensure the signing of an agreement providing the adherence to the content of this policy by the unemployed researchers at the institute, including the visiting researchers, and also a waiver agreement concerning any one of intellectual properties originated while doing their research activities and due to their cooperation with the institute in turn. These agreements must be signed before



launching any research activity at the institute.

- 5- In spite of having been mentioned in article no. 4 of item no. 4, there could be exceptional cases requiring special arrangements consistent with the visiting researchers' previous obligations. In terms of the cases requiring special arrangements, the arrangements are evaluated, the decisions related to each case separately are made by the individual or the committee appointed by the institute.
- 6- Special arrangements are needed concerning the research activities applied by the employee researcher at the institute while working as a visiting academic researcher for other establishments. In this case, one of the requirements imposed on the researcher by the third party is to sign a document that could affect intellectual property rights of the institute, then and to avoid any consequential disputes, the researcher is not entitled to sign any agreement without obtaining a written consent of the authorized person or the committee appointed by the institute. The institute does not have the right to refuse the researcher's demand as long as his work with the third party does not affect intellectual property rights of the institute. If there is a document or agreement that could affect intellectual property rights of the institute, the institute should negotiate with the third party to conclude an agreement as stated in item no. 5.
- 7- The rights and obligations provided in this policy are not affected when the work or the study at the institute terminates.

The Third chapter: the research cooperation

- 1- The researcher is responsible for ensuring the implementation of the agreement, defining all conditions and provisions that state this cooperation in a written form earlier (referred to as the research agreement later) before initiating any research cooperation with any third party.
- 2- The researcher does not have the right to conclude a research agreement with a third party on behalf of the institute before obtaining a permission from the relevant entity formally appointed to represent the institute concerning this kind of agreements.



- 3- The persons entitled to act on behalf of the institute must do their best while negotiating over the agreements and signing the contracts that could affect intellectual property rights of the institute.
- 4- In some cases, the institute may make use of concluding research agreements considering intellectual property of the institute and other parties.
- 5- Based on the relative intellectual and financial contributions of intellectual property concept provided by the parties involved at the institute and the third party, each one of these parties will obtain certain intellectual property rights/ a portion of the returns resulted from its marketing according to a contract stating the adherence to intellectual property policy of the institute. This contract is concluded by the consent of all concerned parties in terms of the financial returns proportions.
- 6- In case of the absence of the agreement as defined in article no.5 of the first item, the institute policy on the distribution of intellectual property rights among the cooperative parties with proportions reflecting the contribution rate of each party in creating intellectual property is adopted.
- 7- For the cooperative parties being empowered to draw up an approach for the proportions distribution as stated in the article no. 5 of the sixth item, and for avoiding any consequential disputes, these parties are recommended to document the regularly applied research activities records which are signed by all concerned parties.
- 8- The concluded agreement, defined in article no.5 of the first item, must include the following provisions:
 - A- Intellectual property rights and the previously existed related rights at the institute must be considered before concluding the agreement.
 - B- Intellectual property and the related rights resulted from the research activities are defined in the agreement after being concluded.
 - C- The requirements of the confidentiality (privacy)
 - D- The conditions of the general disclosure
 - E- Other related provisions.



- F- For getting a patent, any information or secrets about the invention must not be disclosed unless it is documented with a deposit date. The disclosure period must be limited to a one year as of the deposit date.
- 9- Before signing the proposed agreement, the full edition of it as well as the other legal data related to intellectual property rights of the institute must be submitted to the individual or entity appointed by the institute to get the advice and consent concerning its consistency with the institute's intellectual property policy.

The Fourth chapter: The possession of intellectual property:

1- The employees and researchers at the institute:

- A- All intellectual property rights produced by the employees at the institute while working at the institute are considered automatically owed by the institute.
- B- When an employee affiliated to the institute creates the institute's resources- dependent intellectual property which is unrelated to his usual scope of work, then, the employee is considered as previously agreed upon transferrin the rights of this intellectual property to the institute as a compensation for using its resources.
- C- The aforementioned in this paragraph applies on all employees at the institute.
- D- In case of submitting a patent application, the fees of the application, intellectual property maintenance, the commercial exploitation conditions of intellectual property and the revenues resulted from marketing intellectual property are distributed among the concerned parties.
- E- The national laws could be varied in terms of the rights of possessing intellectual property. Hence, the provisions of this policy should be adapted to the ruling national law. In some countries, intellectual property rights are given to the inventors, the state, or other governmental organizations.



In several countries, the national law states the concept “the invention of the service. In some defined cases, applying the provision of this concept could be a basis for transferring the property without signing any additional agreements. However, the researchers are still obligated according to the rules of this policy in these cases. In general, the use of the library, the facilities available for the public use, and the occasional use of the personal and office equipment are not considered as the use of the resources of the institute at large.

2- The employees participating in research activities in other establishments:

The rights related to intellectual property created through an academic visit paid by the an employee of the institute to another establishment are subject to the provisions of the agreement concluded between both establishments according to article no. 4 of the sixth item. When intellectual property created in the host institute does not affect the original institute’s intellectual property rights, intellectual property rights are affiliated to the guest institute unless otherwise specified in the agreement.

3- Nonemployees

The visiting researchers must transfer any intellectual property created through their research activities and their cooperation with the institute for the sake of the institute. These individuals are dealt with as if they are employees at the institute for the sake of this policy.

4- Master degree and PhD degree students outside the institute:

1- The students who are not employees at the institute possess intellectual property and its related rights upon creating it while studying at the institute. But, there are exceptions of this rule defined as follows:

A- If the student gets a scholarship financed by a third party by virtue of a separate agreement stating the financing party’s right to possess intellectual property resulted during his scholarship, the student must initially agree that the possession of the abovementioned intellectual property is transferred to the institute. Therefore, the final owner of this



intellectual property is defined according to the items of the agreement concluded with the third party.

- B-** Intellectual property created by the students through a research financed by a third party, or within the framework of a research agreement concluded with a third party, is initially possessed by the institute. So, the final owner of this intellectual property is defined according to the items of the agreement concluded with the third party.
 - C-** If the student uses the facilities, equipment, intellectual property and other resources of the institute at large in his research activity to create intellectual property, this student is considered as previously agreed upon transferring the possession of intellectual property rights to the institute as a compensation for the institute for using the resources of the institute.
 - D-** The institute has the right to possess all intellectual properties resulted from the researches applied by the graduates or the postgraduate students.
- 2-** The students are granted the option to register all intellectual properties rights created by them for the sake of the institute. Then, they have the same rights granted for any inventor working at the institute as defined in this policy. In these cases, the students must follow the procedures stated in this policy.

The copyright is limited to the author regardless the use of the resources of the institute. The copyright, especially that is commissioned by the institute, or developed through a research financed by a third party, or within the framework of an agreement concluded with a third party, is an exception of the aforementioned as the provisions of these agreements are taken into account.

If the institute decides not to exploit intellectual property, or if the institute is unable to exploit it, it must give 30 days of notice to the inventor (s) at least before taking any procedure banning intellectual property from the protection. In this case, the inventor has the option to obtain the related rights of intellectual property. However, the institute could ask for a portion of the profits resulted from the consequential exploitation of this intellectual property equal to its cost spent for



protecting and marketing this intellectual property. The institute could also ask for inconstant and non-exclusive license for research purposes, this license cannot be commercially exploited. The institute also has the right to ask for a definite portion of the net profits resulted from marketing intellectual property by the inventor. The institute does not have the right to ban or delay the waiver of intellectual property rights for the inventor without reason. But, the institute has the right to delay the commercial exploitation for its sake.

The demands for transferring any one of intellectual property rights from the institute to the inventor or any third party must be submitted in the first place to the person or entity appointed by the institute.

The Fifth chapter: The conflict of interest and confidentiality

- 1- The researcher is mainly committed to devote his efforts, time and intellectual contributions like an employee at the institute for learning, doing researches and academic programs for the institute.
- 2- Each researcher is responsible for ensuring that his agreement with third parties is consistent with his commitments towards the institute or this policy. This provision is especially applied on the private consultations and other research services agreements concluded with third parties. Each researcher must completely define his commitments and duties towards the institute for the contracting persons and parties, and he must provide them with a copy of this policy.
- 3- The researchers should maintain confidentiality of the institute works, including the information, facts, solutions and data related to the researches conducted at the institute as the public disclosure, possession, or exploitation of them by unauthorized persons could do the institute some harm, put its financial and economic legitimacy or the market interests at risk. The abovementioned information is commercial secrets. Accordingly, the researchers must take care absolutely to maintain confidentiality while dealing with third parties.
- 4- In case of suspicion of any conflict of interest, or any disputes concerning the concept of confidentiality, the researchers are advised to consult the relevant department or person at the institute (the



committee on intellectual property policy).

- 5- The researchers must immediately report any probable conflict of interest to the relevant department or person at the institute (the committee on intellectual property policy) for reaching a solution satisfying all concerned parties.

The Sixth chapter: marketing intellectual property

- 1- The institute encourages the researchers to determine the results of researches of a probable marketing value that could promote the institute position by making the results available for public utility and usage.
- 2- The relevant person or department appointed by the institute is responsible for protecting and marketing intellectual property of the institute. However, the institute must consult the inventor in each one of the practical phases.
- 3- The researchers must submit all publications drafts with written scientific results to the head of committee concerned with these researches before publishing them. They must submit written consent that these publications do not contain any protectable or exploitable results any way.
- 4- All researchers, including the employees, students, and visiting researchers, are committed to reveal all intellectual properties within the scope of research to the relevant department or person appointed by the institute (the committee on intellectual property policy).
- 5- Copyright is excluded from the commitment of disclosure as specified in article no. 8 of the third item, with the exception of creating these rights through financed or applied researches within a framework of an agreement concluded with a third party.
- 6- As successful marketing and protection of property depends on the efficient and immediate management, the inventors must reveal any one of the exploitable intellectual property as soon as possible. These intellectual properties are disclosed by filling intellectual property disclosure form. This form is made available by the relevant department or person appointed by the institute.



- 7- The inventors must completely disclose the research activities and results related to intellectual property, and provide the information about themselves, especially their contribution rate in creating intellectual property and its surrounding conditions. A detailed explanation of intellectual property must be submitted proving that the activity is creative, industrially applicable, and clear for his colleagues.
- 8- In case of lack of the disclosure forms, the form is resend to the inventor for more information. The disclosure date is the day on which the relevant department or person appointed by the institute receives the complete form signed by all inventors.
- 9- If the inventor has any doubt that intellectual property may fall within scope of article no. 6, or it is commercially exploited, he must submit a form of intellectual property to the relevant department or person appointed by the institute for being studied before the general disclosure of intellectual property.
- 10- The early disclosure of intellectual property may harm its protection and marketing. In order to avoid any loss of the possible benefits, the researchers should exert reasonable efforts to define intellectual property earlier through the development process, and take into account the effects of the public disclosure.
- 11- After the complete disclosure of the information related to the invention to the relevant department or person appointed by the institute, intellectual property is registered in the official records.
- 12- The relevant department or person appointed by the institute check that there are any agreements including intellectual property rights and other obligations that contradict with the provisions of this policy. Some provisions of the research agreements require the waiver of some intellectual property rights wholly or partially. In case of the waiver, the procedures of protecting and marketing intellectual property are defined through a separate agreement concluded between the institute and other concerned entities.
- 13- In all other cases, protecting and marketing intellectual property are subject to the procedures specified in this policy.



- 14- The concerned department and person at the institute must report all inventions disclosures to the president of the institute. This notice should include short summary about the meaning of the created intellectual property and the names of the inventors.
- 15- The disclosure date announces the initiation of the evaluation process. As a first step, a prior evaluation must be made to define the basic obstacles preventing the protection and marketing of intellectual property. Based on the prior evaluation results, the recommendations related to the necessity of protecting and marketing intellectual property are written. These recommendations are referred to the concerned person or committee to make the final decision on behalf of the institute. The recommendations must be referred during a month after the disclosure date, and the final decision be made during 2 months after the disclosure date.
- 16- The inventor (s) must be informed of the final decision in a written form during days after making the decision. If the institute decides not to market the submitted intellectual property, the procedures prescribed in article no.6 of the sixth item will be taken.
- 17- The relevant department or person appointed by the institute must make and submit a complete evaluation of intellectual property, with special attention be paid to the possible ways of protecting intellectual property and probable commercial opportunities.
- 18- The inventor (s) must closely cooperate with the relevant department or person appointed by the institute, patents lawyers, specialized experts cooperating with the institute. The inventor (s) is asked to offer help as could as possible to protect and market intellectual property by providing required information, attending meetings and providing consultations in terms of developing property.
- 19- The relevant department or person appointed by the institute must initiate the procedures of the legal protection of intellectual property during a reasonable period. These procedures must be followed up and efforts be exerted if needed until getting this protection. The public disclosure of the research results could seriously threaten (before acquiring the priority right concerning definite requests related to intellectual property) the proper protection of the relevant intellectual properties rights. So, the inventor (s) should avoid the

public disclosure of the research results until submitting the necessary requests for getting the protection. The institute is struggling to avoid any unjustified delay in the publishing process.

- 20- The relevant department or person appointed by the institute and the inventors must cooperate to put forward a suitable marketing strategy as a part of the evaluation process during months after the issue date of the institute decision. This strategy defines the tasks of all concerned parties in the marketing process as well as the final dates of the fixed procedures.
- 21- The relevant department or person appointed by the institute is responsible for implementing the marketing plan. Specific suggestions such as agreements drafts, or work plans must be submitted to the relevant department or person appointed by the institute to make the necessary decision.
- 22- The institute could decide not to make request to protect a registered artificial property, or could withdraw a request related to unpublished research. The institute could find it suitable to deal with intellectual property as confidential technical experiences or knowledge. In that regard, the inventors are asked in linear way not to disclose anything related to the relevant intellectual property. Upon making this decision, the institute must take into account the researchers' freedom of publishing and public interest as well.
- 23- If the institute decides not to follow up or withdraw its request, or not to protect the granted or registered rights, the provisions of article no. 6 of the sixth item are applied, and the decisions are made by the relevant department or person appointed by the institute.
- 24- Intellectual properties outside the scope of article no. 6 could be disclosed to the institute by the researchers according to the provisions of this policy. In this case, the institute must decide whether intellectual property is exploited and marketed during days after the date of the full disclosure of the relevant information. If the institute decides to adhere to the protection and marketing of intellectual property, the provisions and conditions of this policy will be applied.
- 25- The institute must incur all costs related to the protection and marketing of intellectual property.



26- During the period of evaluation and marketing- the disclosure is done by virtue of the confidentiality agreement- if the full disclosure of intellectual property to third parties is needed.

The Seventh chapter: the institute and intellectual property:

In this chapter, the institute resources are registered and maintained as follows:

- 1- The relevant department or person appointed by the institute must maintain intellectual property records of the institute properly as the deadlines of the financial obligations necessary for saving the protected intellectual property are monitored, and the relevant department or person appointed by the institute is reported during a reasonable period of time.
- 2- The relevant person appointed by the institute must maintain the accounting records of intellectual property affiliated to the institute. This person is responsible for recording intellectual properties in the accounting records, paying the due costs on time, and distributing the returns of the commercial exploitation of these intellectual properties.

The Eighth chapter: the distribution of returns

- 1- The institute must provide the researchers with the incentives through the distribution of the profits returns resulted from marketing intellectual property.
- 2- The term “net profit” includes all fees of the licenses, dues and other money the institute could get as a result of marketing intellectual property, with the exception of the costs incurred by the institute for protecting and marketing intellectual property.
- 3- The sharing of the net profit returns must be as follows

Net profit	Inventor (s)	Department	Institute
	...%	...%	...%
	...%	...%	...%

-The percentages are set with the knowledge of the parties involved

- 4- If there is more than one inventor, the inventor’s portion is distributed among the inventors at rate reflecting the contribution of each one as prescribed in the submitted and signed disclosure form.



- 5- In some cases, the institute saves the right of negotiation according to conditions related to the distribution of the revenues, especially when the revenues result from selling the shares or the shares profits in cases during which the shares are allocated for a certain entity affiliated to the institute for which intellectual property is defined and licensed, but it is not offshoot establishment.
- 6- In case of establishing offshoot Company, an applicable agreement is concluded between the institute and the inventor(s) reflecting the inventor's and the institute's portion of shares fairly. The agreement conditions are negotiated based on each case separately in consideration of the following: the contribution of the inventor (s) in any consequential development, the exploitation following the creation of intellectual property, any funding submitted by the inventor (s), and the shares acquired by the institute or any third party in the new project.

The decision on the conditions of establishing Offshoot Company is made by the person or committee appointed by the institute, this committee acts on behalf of the institute in that regard.

- 7- In case of exploiting the commercial brands and other indicators, the inventors must consider that their contribution rate in this commercial exploitation may be useful in terms of the resulted revenues as prescribed in the aforementioned agreement. The person or committee appointed by the institute must adjudicate these cases separately.

The Ninth chapter: Irregularities and disputes

- 1- Any violation of this policy provisions is addressed within the framework of the usual procedures taken by the institute according to the relevant legal provisions.
- 2- In the first place, the disputes must be handled by the person or committee appointed by the institute (the committee on intellectual property policy). The decision must be made during two weeks at most following the submission of the complaint. Any legal dispute originating in terms of the provisions of this policy is subject to the provisions of the relevant law.



The Tenth chapter: Handling the data:

Any laboratory or department is entitled to draw up a regulation concerning its data handling and trading inside and outside the lab in coordination with the committee on intellectual property policies. The consent of the committee is get and attached as an appendix of intellectual property policy of the institute. The attached appendix no. 1 “the data trading inside and outside the institute”

The Eleventh chapter: the advisory bureau and marketing unit at the institute

The advisory bureau and marketing unit at the institute are entitled to draw up a regulation to manage and handle its data inside and outside the unit in terms of all consultations the institute gets through this unit.

The Twelfth chapter: The technical affairs

After adopting the executive regulation of intellectual property policy by the committee, the president of Institute forms an advisory committee in order to ensure the adherence of the regulation, revise it every three years, update and list what is needed in the intellectual property policy.

The Thirteenth chapter: Implementation of the policy

- 1- This policy comes into effect as of its date of adoption by the board of directors of the institute.
- 2- All agreements and contracts that had been concluded between the institute and the researcher (s) before this policy came into effect are subject to effective provisions of the policy upon signing these agreements and contracts.

Appendix no. 1: The data trading

The general rules regulating how to trade the data of the institute:

- The data means all measurements recorded by the equipment of the institute and by those affiliated to the institute. The data are used as follows:

- 1- The research purposes (researches-research projects)
- 2- The commercial purposes (contracting projects-consultations)
- 3- The scientific supervision (Master and PhD degree theses)

The rules regulating the data use and trade in different directions:

- 1- All data are original right for the institute through all laboratories and departments as they are obtained using the institute resources.
- 2- All data are archived and databases are created in each laboratory separately, but, each lab should entitle a member to supervise this action after the lapse of time prescribed later.
- 3- The data obtained from the systems and units already existed at the institute are original right for the labs. But, the teamwork responsible for getting these data has the right of exclusive use for two years to do their scientific researches using these data.
- 4- Any person in the lab has the right, by the consent of other members, to use the data for the scientific supervision cases (master and PhD degrees) of members inside and outside the institute, as these data are maintained until the end of study.
- 5- No one has the right to publish his research using the data obtained by the teamwork without the consent of the teamwork completely, or the termination of usufruct, otherwise he will be held legally accountable.
- 6- Concerning the projects (scientific consultations) undertaken by the consent of the institute administration, the data are original right for the head of the project. These data are made available after the end of project (scientific consultations). After the end of project, the previous conditions apply on the data.
- 7- The data are allowed to be used in any research activity done by members outside the institute provided that, a researcher (a member of the institute) should be a member of the research group.



- 8- These items come into effect upon the direct adoption of the regulation as of the date of adoption. Anyone violating any item will be held legally accountable.
- 9- In case of violating the items of the data trading listed in the file of intellectual property policy, the case is referred to the ad hoc conflict resolution committee for investigation. Having been verified, the committee decides depriving him from the data for two years. If this violation is related to some research, he could not submit it for being promoted.
- 10- The conflict resolution committee is formed by the committee of intellectual property policy in coordination with the president of institute.

NRIAG WIPO



Appendix no. 2: The technology disclosure form

Name:.....
Place of work:.....
Tel no:.....
E-mail:.....

Registration number:

Date of submission: / / 20

Firstly: describing the technology

- 1- Title of technology (non- confidential information)
- 2- Brief description of technology (non- confidential information - 3 or 4 sections written in an easy to understand language by the investors and others non-specialized in this field)
- 3- A detailed description of technology (confidential information, 10-15 sections)
- 4- Modernity and advantages of technology (please read the publications to help understand the modernity of technology through submitting a general idea on the status quo in the field of technology and general development of technology)
- 5- The fields of using and exploiting this technology: Please state all possible application fields of technology (who is interested in exploiting this technology? Please, explain the advantage of the product or service that could be developed using this technology)
- 6- The stage of development and concept validation (please present any practical application of technology)
- 7- Keywords



Secondly: The similar publications and technologies

- 1- Is the technology previously published in summaries through papers, theses or any other materials partially or completely? If the answer is yes, please state all these publications and attach their copies to this form.
- 2- When this technology- related research results are tended to be published?
- 3- Please attach a list of the most significant scientific works published in the field of this technology
- 4- Please attach a list of all suspended and granted patent requests in the field of this technology
- 5- Do you know any academic research groups or commercial establishments conducting researches in the field of this technology?
- 6- Please attach a list of all companies and establishments developing and/or exploiting the similar technologies in the field of this technology

Thirdly: The inventors

Who are the inventors of this technology? (Please report all inventors contributing intellectually in creating this technology):

Name	Type of the legal relationship between inventor and institute	Contribution rate	Laboratory/ department	Communication information (address and telephone number)
1-		%		
2-		%		
3-		%		

Please state all researchers contributing in developing this technology, as well as the inventors:

Name	Type of the legal relationship between researcher and institute	Laboratory/ department	Communication information (address and telephone number)
1-			
2-			
3-			



Fourthly: funding the researches and the cooperative relationships:

Please define the financial resources used in searching and developing technology.

Types of funding	The relevant contract period	The name of financially contributing organization

- 1- Please state all third parties participating in the works of research.
- 2- Please attach copies of all research activity- related agreements, contracts or legal data.
- 3- Is any one of the following materials mentioned to the third party during developing this technology such as (detector, cell line, antibiotics, plasma, chemical compounds, software, etc.)? If the answer is yes, please tell the details.
- 4- Did you previously disclose technology partially or completely to a third party? If the answer is yes, please tell the details, and attach copies of technology- related all confidential agreements.

All information included in this form is treated confidentially by the institute.

I am the undersigned inventor certify that, I am aware of all provisions of intellectual property policy in the institute, and I agree to be committed to its provisions.

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{Name of the inventor no 1} date signature

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{Name of the inventor no 2} date signature

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{Name of the inventor no 3} date signature

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{Name of the inventor no 4} date signature