

POLICY ON INTELLECTUAL PROPERTY MANAGEMENT AND COMMERCIALIZATION

Endorsement:

Version 2.0

CECOS
UNIVERSITY



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INTELLECTUAL PROPERTY MANAGEMENT AND COMMERCIALIZATION POLICY

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1 INTRODUCTION

1.1. General Statement

- 1.1.1. This Intellectual Property Management and Commercialization Policy shall provide guidance for staff members, students and other relevant stakeholders of CECOS University of IT & Emerging Sciences (hereinafter referred as CECOS UNIVERSITY) on the University's practices with regards to Intellectual Property management and its exploitation which includes commercialization. It is also intended to support faculties, staff members and students in identifying, protecting and administering Intellectual Property matters. Among matters included in this policy are the nature of Intellectual Property, its ownership, exploitation and specific procedures adopted within the university.
- 1.1.2. The law recognizes and acknowledges that time spent on originating new concepts is an investment which needs to be protected so that the IP originator has the opportunity to benefit from his/ her invention. It is therefore very important that University protects its Intellectual Property in order to encourage IP originators to disclose publicly their respective works, inventions and discoveries.
- 1.1.3. This Intellectual Property Management and Commercialization Policy seeks to provide guidelines that can be applied consistently to arrive at a position that is as equitable as possible to all parties concerned. It is the policy of the University to foster the use of inventions, discoveries and other works for the common good of all.
- 1.1.4. This policy also covers a trade secret generated by any inventor of the University. A trade secret is obtained by way of fiduciary duties and thru Non-Disclosure Agreement (NDA)/confidentiality agreement between the inventor and the person to whom the information is presented. There is no registration of trade secrets.

The Act defines a trade secret as:

“information, including a formula, pattern, compilation, program, device, method, technique, or process that:

- (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy?”

When you have information that has economic value as a result of its secrecy and you use reasonable efforts to keep it secret, you have a trade secret. There is no registration of trade secrets.

1.2. Aims of the Policy

The aims of this Policy are to:

- 1.2.1. Promote, sustain, encourage and aid all investigations and R & D of the University.
- 1.2.2. Provide an organizational structure and procedures through which IPs include inventions and discoveries made in the course of University undertakings may be made readily available to the public through channels of commerce.
- 1.2.3. Establish standards for determining the rights and obligations of the University, IP originators, and their sponsors with respect to all IPs created at the University.
- 1.2.4. Encourage exploitation including commercialization of IPs.
- 1.2.5. Ensure compliance with applicable laws and regulations with regards to Intellectual Property Laws in Malaysia.

1.3. Definitions

In this Intellectual Property Management and Commercialization Policy, the following expressions shall have the following meaning:

"Confidential Information" means any Intellectual Property information or data of a confidential nature, including all oral and visual information or data, all information or data recorded in writing or in any other medium or by any other method, and all Intellectual Property, information and data which the University is under obligation, whether contractual or otherwise, not to divulge.

"Intellectual Property" means any patentable invention, know-how, copyright of Works, design, layout design of integrated circuits, Tangible Research Property, rights relating to computer software, trade mark and any other industrial or intellectual property rights, registerable, registered or otherwise.

"Intellectual Property Management Committee or IPMC" means the Committee set up by the University whose roles and functions are as stipulated in Clause 2.1 of this Policy.

"Invention" means an idea of an inventor which permits in practice the solution to a specific problem in the field of technology. The invention may be, or may relate to, a product or process.

"Inventor" means (a) for a patentable work, the Staff Member or Student who is considered the legal inventor of the work under patent law, generally a person who is the actual creator of the invention or who has made an intellectual contribution to

the conception of the invention; and (b) for a copyrightable work or an un-patentable invention, the Staff Member or Student who has made substantial creative or authorship contribution. The inventor can be an individual or a group of individuals. **"Know-how"** means any method, technique, process, discovery, invention, innovation, un-patentable process, specification, recipe, formula, design, plan, documentation, drawing, data and/or other technical information.

"IP originator" means any persons who create like an author, creator, designer inventor of an IP and/or invention.

"Exploitation" means to make use of the IP.

"Commercialization" means taking an idea to an outcome – whether a product, service, process or organizational system to market by way of licensing, assignment, spin-off, or joint ventures.

"Commercialization Revenues" mean any income or proceed obtained from commercialization activities of any invention.

"Commercialization Costs" mean any expense or cost incurred from commercialization activities of any invention.

"Net Commercialization Proceeds" is defined as the gross consideration (including all royalties, fees and other benefits) received from the commercialization of the Intellectual Property **less** all deductions by any relevant parties such as the funding agencies and other expenses incurred in the pre-commercialization stages of that Intellectual Property. Expenses shall include all patent filing and legal fees, marketing and licensing costs, administrative expenses and fixed overhead costs and any other expenses necessarily incurred for patenting and pre-commercializing the Intellectual Property.

Relevant stakeholders

"CECOS UNIVERSITY subsidiary company" means CECOS University of IT & Emerging Sciences holds more than 51% ownership in any company while, **"CECOS UNIVERSITY associate company"** means CECOS UNIVERSITY holds less than 51% shares ownership in any company.

"Staff Member" shall mean all University employees, including academic, administrative and research staff, whether part-time or full-time, contract staff and visiting and adjunct staff members and other researchers carrying out research at the University, unless the University specifies other arrangements in such a person's letter of appointment with the University.

"Student" shall mean a registered student, other than a student at an institutions allied to the University or University College, who is following s course of study,

instruction, training or research of any description at the preparatory, undergraduate, post-graduate or post-doctoral level on a full time or part-time basis in, by or from the University or University College, and includes a distance-learning, off-campus, exchange and non-graduating student.

"Tangible Research Property" shall mean research results that are in a tangible form, including items such as materials, drawings, integrated circuit chips, computer software, computer and other databases, processes, prototypes and circuit diagrams and other property which can be distributed.

"University" shall mean CECOS UNIVERSITY, whose address is at F-5, Phase-VI, Hayatabad, Peshawar.

"Works" shall mean literary works, musical works, artistic works, films, sound recordings, broadcasts, derivative works, and educational course materials and academic papers or any other works protected under the Copyright Act 1987.

"IP Management" shall mean all functions related to IP registration, renewal, valuation and exploitation.

"ORIC" means Office of Research Innovation and Commercialization, CECOS UNIVERSITY.

"Third party / external party" means other parties other than the IP Originator and the University

"Intellectual Property" includes a trademark, patent, industrial design, layout design (topographies) of integrated circuits, copyright and related rights and all other ancillary rights;

"Copyrights" shall mean the exclusive right given to the owner of a copyright for a specific period. Copyright protection for literary, musical or artistic works is for the duration of the life of the author and 50 years after his death. In sound recordings, broadcasts and films, copyright protection is for 50 years after the works are first published or made.

"Patents" shall mean an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.

"Trademark" shall means any mark capable of being represented graphically and capable of distinguishing goods or services of one undertaking from those of other undertakings. Specialized types of trademark include Collective Marks and Certification Marks.

“Industrial Design” shall mean the ornamental or aesthetic aspect of an article. The design may consist of three-dimensional features, such as the shape or surface of an article, or of two dimensional features, such as patterns, lines or colour. **“IP right”** means the restricted right according to the respected law which enable owner of the IP to imposed the exclusive control against any exploitation over his/her right toward commercial purposes.

“Trade Secret” – Confidential information of potential commercialization value, generated by CECOS UNIVERSITY staff. Such information shall covered under the Official Secret Act and to be observed by all staff of CECOS UNIVERSITY including staff of its group of companies.

2. ADMINISTRATIVE PROCEDURES

The Vice Chancellor shall be responsible for policy matters relating to intellectual property affecting the University's relations with IP originators and other relevant stakeholders. An Intellectual Property Management Committee (IPMC) shall be created and members of the IPMC shall be appointed by the Vice Chancellor.

The main functions of the IPMC are to implement and administer this Policy, including the evaluation of patentability or other forms of intellectual property protection, filing for patents, negotiation of use rights, and the pursuit of infringement action.

2.1 Intellectual Property Management Committee (IPMC)

2.1.1. Pursuant to Clause 2 above, an Intellectual Property Management Committee shall be created by the University. This Committee shall have Six (06) members whose appointment shall be made by the Vice Chancellor. The members shall consist of:

- a. Vice President (Admin & Coordination) as Chairperson
- b. Director, Office of Research Innovation and Commercialization (ORIC)
- c. Manager (IP), Office of Research Innovation and Commercialization (IP), as Secretariat
- d. Director Finance
- e. Legal Advisor and
- f. One (1) co-opted member of relevant expertise.

The power to increase and/or decrease the number of committee members and the power to appoint and/or terminate any committee member shall rest solely with the Vice Chancellor.

2.1.2. Roles and functions of the IPMC are:

- 2.1.2.1. To formulate, review and amend this Policy, and monitor the University's activities on matters relating to the administration of this Policy.

- 2.1.2.2 To endorse for protection all novel products prior to further substantive investigation and commercial viability.
- 2.1.2.3. To administer a review process for the allocation of the University's Net commercialization proceeds of its intellectual property.
- 2.1.2.4. To manage and take any necessary precaution to protect IP right of the university

2.2. Office of Research Innovation and Commercialization (ORIC)

2.2.1. By virtue of Clause 2 above, the roles and functions of ORIC are:

- 2.2.1.1 To act as the secretariat for and to report administrative matters directly to the Intellectual Property Management Committee (IPMC).
- 2.2.1.2 To manage Intellectual Property Right (IPR) of the university.
- 2.2.1.3 To educate the University's staff members and students through seminars, workshops and any other means regarding intellectual property and tangible research property.
- 2.2.1.4 To provide support in obtaining legal protection for University's intellectual property as deemed necessary or desirable by the IPMC.
- 2.2.1.5 To facilitate the transfer of intellectual property to public use and develop mechanisms for the licensing and management of technology.
- 2.2.1.6 To provide legal support to defend and protect the interests of the University and IP originators of the intellectual property.
- 2.2.1.7. To apportion share, royalties, equity or other income derived from University's intellectual property with inventors.
- 2.2.1.8. To make recommendation to IPMC upon receiving of request in writing by the IP originator, to return to the IP originator the ownership of intellectual property which ORIC cannot, or decides not to, patent, license or commercialize.
- 2.2.1.9. To investigate any disputes that might arise between the University, sponsors and inventors regarding intellectual property.

3. INTELLECTUAL PROPERTY OWNERSHIP

3.1. Intellectual Property Ownership by the University

3.1.1. Rights in Intellectual Property made or created by staff members or students are owned by the University if the Intellectual Property was either developed in the course of employment or enrolment as student with the University.

3.2. Ownership of Copyright

3.2.1. The IP originator may apply for an exemption of IP right from the University by writing an application to IPMC and the University shall have the exclusive discretionary power whether to grant the exemption or not.

3.2.2. Copyright of Student's Thesis, Dissertation, Term Paper & Project Report

3.2.2.1. The copyright of all students works belong to the University. However, the University may grant them permission for personal use of such materials.

3.2.2.2. If the thesis, dissertation or term paper contains information on an invention that may be patentable, the said thesis, dissertation or term paper may be required to be withheld in accordance with the procedures under Clause 5.

3.2.2.3. The University shall have the absolute right to use, publish and reproduce such works in whatever form, electronic or otherwise, for its teaching, research and other academic purposes, if it so wishes.

4. DISCLOSURE AND EVALUATION PROCESSES

4.1. Any IP originator who has developed any Intellectual Property, the ownership of which is vested in the University under Clause 3, or pursuant to any obligation to disclose such Intellectual Property under any agreement with the University, the IP originator(s) must disclose the full details of the Intellectual Property to ORIC by submitting a "Disclosure and Record of Invention Form" as in Appendix A prior to any disclosure to external parties.

4.2. ORIC will thereafter submit the Disclosure and Record of Invention Form to the IPMC, who will evaluate the commercial potential and patentability of the IP. The IPMC may consult other staff members and/or independent experts who are competent in the field to assist in the evaluation.

- 4.3. The IPMC, within six (6) months from the date of receipt of the Disclosure and Record of Invention Form, confirm in writing to the IP originator(s) whether or not the University would be pursuing the patenting and/or commercialization of the Intellectual Property.
- 4.4. The IPMC will seek IP protection under the Higher Education Commission rules and regulations¹ for all inventions prior to pursuing commercialization of the invention.
- 4.5. If there are any obligations owed to an external party under the terms of a grant or research agreement with respect to the Intellectual Property, ORIC will contact the external party and proceed with the management of the Intellectual Property in accordance with the terms of the agreement with such a party
- 4.6. The IPMC has the right to appoint an independent Registered Patent Agent to register and protect the University's Intellectual Property with the relevant authority without first referring to the IP originator(s).
- 4.7. The IP originator(s) shall at all times keep confidential the details of the invention. Any disclosure which describes an invention prior to filing for a patent may jeopardize the patenting process.
- 4.8. All IP originator(s) must disclose to the ORIC the identity of any third party interested in the commercial exploitation of the Intellectual Property in sufficient detail as soon as is practicable after the relevant facts have come to their knowledge.

5. STUDENT'S ACADEMIC THESIS, DISSERTATION, TERM PAPER OR PROJECT PAPER CONTAINING INFORMATION ON IP-PROTECTABLE INVENTIONS

- 5.1. The following outlines the basic steps taken to withhold a Student's thesis, dissertation, term paper or project paper that contains information on IP protectable invention:
- 5.1.1. The student's supervisor shall inform the Dean/ Head of the Department/ Institute (HOD) concerned and also the IPMC through ORIC. Failing which will result in **CONTRAVENING** of this policy.
- 5.1.2. The Dean/ HOD will thereafter inform the examiners that the thesis, dissertation, term paper or project paper is of a confidential nature and shall request that it not be freely circulated. The thesis, dissertation, or term paper or project paper will be withheld from being made public.

¹ <https://www.hec.gov.pk/english/services/faculty/psp/Pages/default.aspx>

- 5.1.3. Should the IPMC decide to pursue IP protection and commercialization, the thesis, dissertation, term paper or project paper will be withheld until such time the IP application is filed. Once the ORIC informs the IP originator(s) that an IP protection has been filed, the supervisor shall inform the Dean that it can proceed to release the thesis, dissertation, term paper or project paper in accordance with the University's normal procedures.
- 5.1.4. However, in the event that the IPMC decide not to pursue IP protection and commercialization, ORIC will inform the IP originator(s) of such decision. The Dean/Director can proceed to release the thesis, dissertation, term paper or project paper in accordance with the University's normal procedures.

6. COMMERCIALIZATION AND PROTECTION

- 6.1. The University shall be entitled to assign rights or grant licenses, whether exclusive or not, with respect to the Intellectual Property for such periods as it shall deem fit, or make such other arrangements relating to such Intellectual Property as it may deem appropriate in order to facilitate technology transfer while protecting the rights of the University and the IP originator(s).
- 6.2. The University may use any means whatsoever, as it shall in its sole and absolute discretion deem fit, to protect any Intellectual Property owned by it, including, but not limited to, instituting proceedings concerning IP infringements.
- 6.3. The IP originator(s) shall provide all information and render all assistance to the University in all phases of the IP application and/or commercial exploitation of the Intellectual Property as the University may from time to time require, including, but not limited to, assessment of the Intellectual Property, making amendments to the specification and claims of the IP applications, and any proceedings concerning IP infringements.

7. DISTRIBUTION OF BENEFITS

- 7.1 Any university staff who has successfully registered and subsequently granted an IPR by the Intellectual Property Organization of Pakistan (IPO) will receive the following incentives from the University.
- a. PKR 20,000 for patent granted
 - b. PKR 5, 000 for Industrial Design/Utility Innovation granted
- 7.2. The University shall share with the IP originator(s) of the Intellectual Property any net commercialization proceeds received by the University in the following ratio:
- 7.2.1 Not less than 20% for the University; and
 - 7.2.2 Not more than 80% for the IP originator(s)

- 7.3. When the University receives shares in exchange for a license or assignment of the Intellectual Property, any shares so obtained will be held in the name of the University and the proceeds from the liquidation of the shares shall be distributed to the IP originator(s) in accordance to the same ratio as set out in Clause 7.2 above.
- 7.4. In the event that an IP originator requests to hold his/her portion of the shares in his/her own name, such IP originator shall no longer be entitled to any proceeds from the liquidation of the remaining shares by the University.
- 7.5. The IP originator's share of the Net Commercialization Proceeds under Clause 7.2 above will be distributed equally amongst any joint IP originators unless the University has been previously notified in writing of any different sharing arrangement agreed upon between the joint IP originators.
- 7.6. The University shall distribute to the IP originator(s) the proportion of the Net Commercialization Proceeds due to them in such manner and at such times that the University shall, in its sole and absolute discretion, deem fit. The University shall not be liable to pay interest for any deferred, delayed or late payment of the proportion of the Net Commercialization proceeds due to the IP originator(s).
- 7.7. If there are multiple IP originators, the IP originators will devise an appropriate formula to share the IP originator's portion of the distributed income. An 'Income Distribution Agreement' must be signed by the IP originators and the distribution approved by the chairperson of the IPMC.
- 7.8. The University will own any course materials, but the staff member(s) who provided content for the Course Materials will be entitled to seventy-five percent (75%) of the Net Proceeds of any commercialization of the said course materials by the University. Where there is more than one staff member providing content for the Course Materials, the benefits should be shared in proportion as may be agreed by them or in the absence of an agreement, in accordance with the degree of their respective contributions as determined by the IPMC.
- 7.9 The Pre-Commercialization Team members shall be appointed and become shareholders and/or Directors of Spin-Off Company in accordance with any prevalent rules and regulations.

8. RETURN OF INTELLECTUAL PROPERTY TO THE IP ORIGINATOR

- 8.1. An IP originator may request in writing to the ORIC for the return of the Intellectual Property for his/her own commercial exploitation where:
- 8.1.1. The ORIC has informed the IP originator that the IPMC does not wish to pursue any exploitation of the Intellectual Property.

- 8.1.2. The ORIC does not inform the IP originator within six (6) months of the acknowledgment of receipt of the IP disclosure whether the IPMC wishes to pursue any exploitation of the Intellectual Property.
- 8.1.3. The University has not commercialized the Intellectual Property after three (3) years from the date of receipt of the IP granted and there are no ongoing discussions with any interested parties.
- 8.1.4. When Intellectual Property is returned to the IP originator, he/she shall be entitled to file for IP right in his/her own name and at his/her own expense. In the event that the IP originator is able to commercialized his/her Intellectual Property, the University shall also be entitled to a percentage of any benefits received by the IP originator from the commercial exploitation of such Intellectual property as follows:
- 8.1.4.1. The IP originators shall account to the University fifteen percent (15%) of any Net Commercialization Proceeds that the IP originators receive for the commercial exploitation of the Intellectual Property.
- 8.1.4.2. Where the IP originator receives shares in a company in return for the license or assignment of the Intellectual Property to the company, the University shall be entitled to five percent (5%) of the IP originator's shares. Such percentage may be reviewed on a case-by-case basis if there are reasonable justifications. fit.
- 8.1.5. The University may, request for the Intellectual Property to be returned to the University if the IP originator fails to commercialize the Intellectual Property after three (3) years from the date the Intellectual Property is returned to the IP originator.
- 8.1.6. The University may refuse to return the Intellectual Property to the IP originator(s) in the event that the said Intellectual Property is viewed as beneficial to the University.

9. GENERAL POLICY

9.1. Confidentiality

- 9.1.1. All staff members and/or students shall at all times keep confidential all Confidential Information, whether the Intellectual Property is made/developed on his/her own, in collaboration with University colleagues, or acquired through discussions (whether formal or informal) with University colleagues.

9.1.2. The above confidentiality obligations shall not apply in any of the following circumstances:

9.1.2.1. where disclosure is required by law or any government agency.

9.1.2.2. where the information is in the public domain or becomes generally available to the public.

9.1.2.3. where disclosure is made with the prior consent of the University.

9.2. Disclosure of Conflicts of Interest

9.2.1. All IP originators who have any interest, whether directly or indirectly, in any party interested in the exploitation of University's Intellectual Property, shall make full and honest disclosure of the nature and extent of their interest to the University, as soon as is practicable and to the best of their knowledge.

9.2.2. Failure to declare his/her interest in the University Intellectual Property as required in Clause 9.2.1. above shall cause his/her future claim to be null and void.

9.3 Non-Disclosure Agreement (NDA)

The University shall ask any individuals to enter into a non-disclosure agreement (NDA) as per Appendix B pertaining to any information disclosed to him/her by the University or any individual from the University in connection with the proposed invention.

9.4 Discretionary Power of the University

The University shall have the discretion to waive or vary any or all of the provisions of these rules in a particular case or on a case-by-case basis. A waiver on one occasion and for a particular case shall not be deemed to be a waiver or variation of the same or any other provision on a future occasion or for a future case.

9.5. Settlement of Disputes

Any dispute with respect to the interpretation of this Intellectual Property & Commercialization Policy shall first be referred to the IPMC for resolution. In the event that the matter cannot be resolved at the IPMC level, such matter shall be referred to the University's Vice Chancellor for his/her decision, and which decision shall be final and conclusive.

9.6. Commencement and Application

This IP Management & Commercialization Policy shall take effect and enforce upon approval of the University's board of governors.

9.7. Amendment

The rules and guidelines set out in this Intellectual Property Management and Commercialization Policy may be amended by the University from time to time accordance with existing law and Government policies. ORIC shall undertake to notify staff members and/or students as soon as is practicable of any amendments so made. In any case, the amendments shall be enforced and take effect on the date the amendments are announced.

9.8 This policy shall be governed under the law of Pakistan.

APPENDIX A

DISCLOSURE AND RECORD OF INVENTION FORM

Note:

When completed, this *Disclosure and Record of Invention Form* is an important legal document. Care should be taken in its preparation. Information contained in this document will be maintained by the Intellectual Property and Commercialization Unit in confidence and will not be released to others except with attorney-client privilege, to research sponsors as required by contract, or under appropriate secrecy agreements, until a patent application is filed, the information is published, a determination not to file a patent application is made, or as may be required by law. The information contained should not be disclosed to others outside the University without the approval of the University.

1. Name of Inventor(s)

2. Short descriptive title of the invention.

3. a) Brief summary of the invention (specifying the novel features and advantages)

b) Detailed description of the invention (using additional sheets as necessary and attached as appendix).

4. List the funding source(s) for the project under which this invention was made. If applicable, identify by contract or grant number and name the Principal Investigator/ Supervisor of each.

Source(s) of Fund/ Sponsor:

Contract or Grant Number:

Principal Investigator/Supervisor:

Department:

5. For any Inventor named who is not employed by CECOS UNIVERSITY, identify the Inventor, and the nature of his/her employment.
6. List companies you believe might be interested in using, developing or marketing this invention.
7. I/We hereby acknowledge that the terms and provisions of the CECOS UNIVERSITY Intellectual Property Management & Commercialization Policy are applicable to the IP disclosed herein.

Names, Addresses, Contact Number and signatures of Inventors:

CNIC-Copy

(If there are more inventors, please provide signatures, names and addresses on an additional sheet of paper).

Please submit this form with ORIGINAL SIGNATURES directly to Office of Research Innovation and Commercialization, CECOS University.

APPENDIX B

NON DISCLOSURE AGREEMENT

I do hereby agree and declare that any information disclosed to me by The Office of Research Innovation and Commercialization (ORIC) or any individual from CECOS UNIVERSITY in connection with

will be considered proprietary and confidential, including all such information relating to the ORIC's past, present, or future business activities, research, product design or development, personnel, and business opportunities and whichever allied.

The Confidential information therefore shall not include any information previously known and disclosed to me, the general public, or previously recognized as standard practice in the field.

I agree that for a period of a year, I will hold and shall not disclosed all confidential and proprietary information in confidence and will not use or disseminate such information except as may be authorized and permitted by the ORIC in writing. I agree that upon request, I will return all written or relevant descriptive matter, including:

and supporting documents to ORIC.

I also agree not to disclose any Confidential Information to Third Party for any purpose without written consent from ORIC. However, in the event that this said Confidential Information is made by me to any Third Party because the relevancy and reasonable to do with the consent of ORIC, the Third Party shall undertake and must comply strictly to the terms and conditions and non-disclosure obligation under this Agreement.

In the event of default made by me, I shall notify the ORIC immediately upon discovery of any breach and shall co-operate in every reasonable way to help the ORIC regain possession of the Confidential Information and prevent further breach. The ORIC shall be rightfully entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

I also accept that any modification, amendment, alteration or amendment on this Agreement shall be in written and only by consent of the Parties hereto. Accepted and agreed to by:

Signature _____

Printed Name _____

Title _____

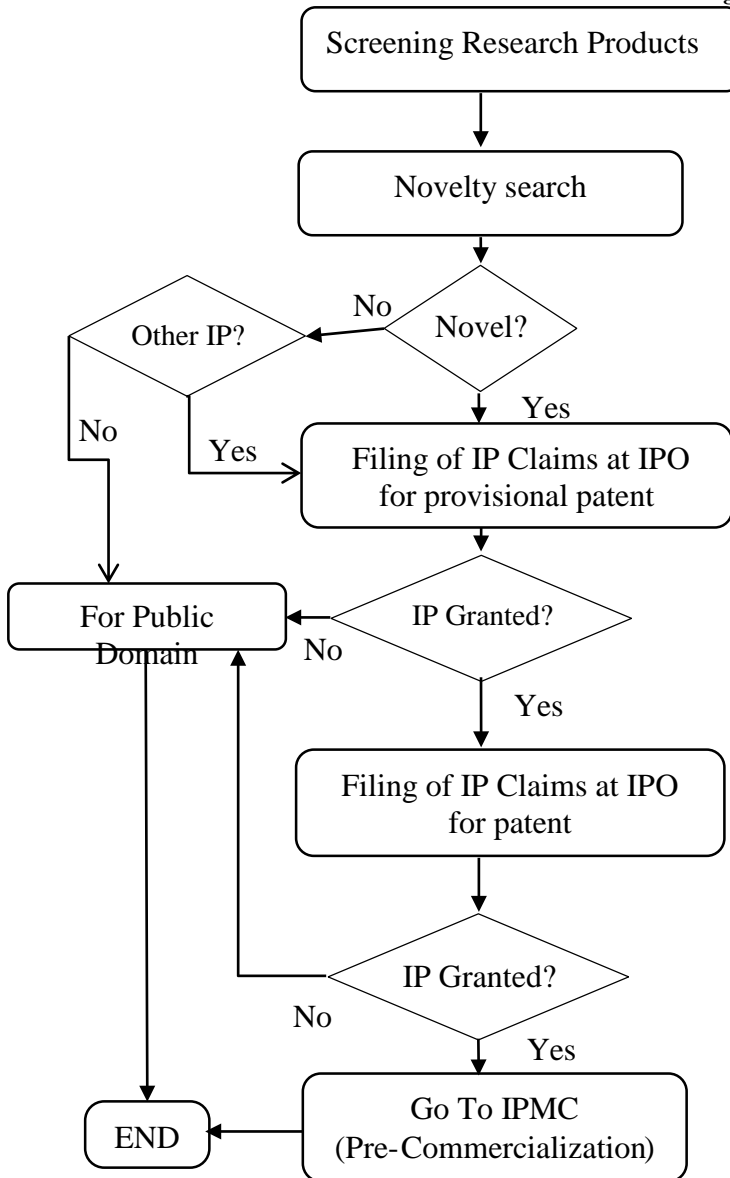
Company (if applicable) _____

Date _____

APPENDIX C

Intellectual Property Management and Commercialization Work Processes

Process Work IPMC 1: IP Protection and Management



1. ORIC and CDC conduct product search by organizing product exhibition (FYP Open day). All products are to undergo a novelty search and file for IP protection prior entering the exhibition.
2. ORIC will assist inventors to conduct novelty search of their products.
3. ORIC will execute the appointing of patent agent to draft the IP claims and file them to IPO. The process of patent or IP examinations may require inventors to provide more information or defend their claims when IP challenges are invoked by other stakeholders. The IP agent will assist ORIC and inventors in all the IP examinations by IPO.
4. When IP is granted by IPO, ORIC will keep all the certificates and ensure that they are renewed. ORIC may also request IPMC to consider protection in other countries. However if IP is not granted, the invention will become knowledge in the public domain.