



**Office of the Chancellor**

**Date** : 11 October 2020  
**To** : Vice Chancellor  
Provost  
University Strategic and Governance Committee  
**From** : Chancellor, Dr. Waqar Ahmad  
**Subject** : **Intellectual Property Policy**

This Executive Order is issued through the endorsement of the above Board of Directors' approval reference and under the authority of the Chancellor as outlined in the Policy on Policy Management under Executive Order No. 0824.

Effective immediately, Vice Chancellor is given the authority to implement the approved "Intellectual Property Policy" outlined in this Executive Order.

The attached policy is aligned with ADU strategic goals by achieving academic excellence at every level, instill a culture of valuing people and create an environment conducive to innovation and professional excellence of faculty and staff, optimizing asset utilization and efficiency of human competencies, knowledge resources and assets.

The custody of Executive Order shall be maintained in the Chancellor Office of the University. If you have questions regarding this Executive Order, please contact Anabella Briones.

Please take the necessary action to ensure that all parties involved are informed of this communication.

*Waqar Ahmad*

Dr. Waqar Ahmad  
Chancellor

## INTELLECTUAL PROPERTY POLICY

### POLICY OVERVIEW

This policy covers Intellectual Property (IP) and the methods available to inventors to protect their inventions to support the commercial development of Intellectual Property (IP) produced at Abu Dhabi University (ADU). It governs the IP rights and responsibilities of ADU employees, students and external persons and entities utilizing ADU facilities and resources, and establishes general guidelines of disclosure, defining ownership and protection of work, and the allocation of benefits between the parties.

Executive Order	0990
Supersedes	N/A
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Policy Owner	Provost
Viewing Access Level	Public
Next Review Date	Fall 2021

### Change History

Version Number	Change Description	Date	Changed By
01	New policy		Provost

### Introduction

The policy supports ADU to achieve its institutional mission by contributing to the United Arab Emirates (UAE) strategic national priority to develop a mature knowledge-based economy underpinned by innovation and commercialization of intellectual property to support economic growth.

#### 1. Copyright ownership

The use of intellectual property must not conflict with obligations under the University's Conflict of Interest Policy.

- 1.1 Unless otherwise specified, the copyright of materials created by an employee within the scope of employment are owned by the employer. The University retains a

- perpetual, non-exclusive, royalty-free, irrevocable license to any documents, such as documents submitted to regulators and accrediting bodies, for the purpose of continuing to teach any course of instruction for which the documents were prepared with the right to revise and update them as required for this purpose.
- 1.2 Copyright to personal work created outside the scope of University employment which do not use University resources are owned by the creator.
  - 1.3 ADU does not claim copyright ownership to written work by academic and non-academic personnel, for the purpose of scholarly research, such as journal publications, conference proceedings and scientific books.
  - 1.4 ADU does not claim copyright ownership of musical, artistic, or imaginative work produced and/or composed by academic and non-academic personnel, with the exclusion of potential work being an IP asset.
  - 1.5 The University will own copyright, including teaching materials, in any of the scenarios listed below:
    - 1.5.1 Commissioned for University purposes which are produced by individuals not employed at the University, or by University employees outside their regular University employment.
    - 1.5.2 Created by an employee of the University hired with the specific responsibility of producing the materials. Sponsored works first produced by, or through, the University in the performance of a written agreement between the University and a sponsor: internal grants where work is created as a result of an agreement between the University and the creator(s) of the work, or external grants where work is created as a result of an agreement between the University and external sponsor. If rights to copyrightable material from a sponsored project are shared, the copyrightable material should be specified in the written sponsored agreement. This provision does not apply to grants to perform research where the production of intellectual property is ancillary to the purpose of the grant.
    - 1.5.3 Created with the use of additional university resources which are specifically provided to support the production of the IP materials.
    - 1.5.4 The creator received special or additional compensation to create the IP material beyond their regular salaried appointment.

With reference to 1.5.3., additional University resources includes the dedicated allocation of resources not routinely available to faculty for the production of copyrightable/IP material such as the development of e-learning courses and programs requiring co-development with, but not limited to, multimedia and technology support staff, videographers and instructional designers. Credit hour reduction in teaching loads specifically for the purpose of developing copyrightable/IP materials is considered additional university resources. It does not include resources normally made available to faculty such as routine secretarial support, or library resources.

Ownership of copyrights to contracted facilities work, produced by non-university personnel or University employees acting outside the scope of their employment, shall be governed by a written agreement permitting the use of specific University facilities which may specify the ownership of resulting copyrights rests with the University, or the University may be paid a fee for use of the facility.

In general, a registered student at ADU creating any copyrightable works will be entitled to ownership given the student has not used resources in excess of those available to them as an enrolled student with the University, excluding financial aid, with the exemption that the work was not completed under conditions outlined in 1.5.1.to 1.5.4.

## 2. **Payments to the Author or Producer for the Production and Use of Materials when the Author or Producer are University Faculty**

Faculty who author, and any co-author(s), of a book which is assigned or recommended for a course, the author, and any co-author(s), have the right to receive royalties, conditional upon publication by a recognized publisher under the rules of peer-review applicable to the discipline. Faculty cannot receive financial benefit from students for materials to support an ADU course which they have produced, or through the services of a "vanity press" or printing facility.

Where the University owns copyright to materials the creator may use these materials for non-commercial purposes while working at ADU. The creator cannot independently enter any agreements to receive royalties or other remuneration from these materials without the University's prior written agreement. When a faculty creator is no longer associated with the University (e.g., no longer receiving funds or being employed by ADU), the University does not need permission to use the materials for any internal or external purposes and has the right to use the material for external purposes via license or sale.

## 3. **Patents and Inventions**

The University believes that its faculty, staff and students should be encouraged and supported to contribute to the development of new knowledge accompanied by opportunities to innovate and commercialize inventions. For this reason, it is the objective of ADU that any member of the University - which includes faculty, both full-time and part-time, students, non-faculty employees, contractors, and consultants - who invents, and is considered as an inventor, patentable subject matter should benefit financially from its commercial exploitation wherever possible.

## 4. **Timely Disclosure**

For the provisions on the division of rights in inventions to be put into effect this policy requires that an inventor who believes that they may have devised a patentable invention, under any circumstances and without regard to whether such invention was devised on University premises or with the use of University facilities, shall immediately notify the Office

of Research and Sponsored Programs (ORSP) of their intentions prior to any publication or presentation that would have the effect of putting the new intellectual property into the public domain. Such disclosure must include the nature of the intellectual property, the names of all co-creators, the source of funding for the research project out of which the intellectual property emerged, and any other relevant information.

Prompt disclosure is vital for IP conceived via external funding to ensure the University meets any legal requirements. Prior to its filing process, any patentable IP disclosed via publication or verbal communication, may entirely be disqualified for patenting.

## 5. Classifications of Inventions and Ownership Determination

The classification of an invention has important implications for determining rights, responsibilities and benefits. Categories include:

- 5.1 Inventions resulting from wholly personal research.
- 5.2 Inventions resulting from authorized consulting activities external to the University.
- 5.3 Inventions resulting from the use of the University facilities and services.
- 5.4 Inventions devised in the course of performance of grants of contracts administered by the University.
- 5.5 Inventions resulting from collaborative research.
- 5.6 Inventions with Software.

Please review the accompanying procedure for this policy for an explanation for each classification category and associated ownership rights and benefits.

## 6. Commercialization of Inventions

The ability to commercialize innovation enables the development of a mature knowledge-based economy. The Office of Research and Sponsored Programs at ADU acts as a hub providing advice and guidance on internal and external programs and options available to inventors to connect with the innovation ecosystem to protect and commercialize their inventions to create value for inventors and innovators in the UAE.

## 7. Administration and Amendments

Subject to the dispute resolution provision, the Provost is responsible for the administration of this policy. The Provost is also responsible for making determinations regarding various matters referred to in this policy, including determining time periods, limitations on ownership rights, what constitutes private research, and ownership rights of academic personnel conducting externally-sponsored or research activities. An intellectual property policy cannot anticipate all cases that may arise or dictate exactly how each case will be categorized in terms of the policy when it does arise. Under this policy such determinations are to be made by the Provost, acting on the advice of a standing Research & Innovation Committee.

## 8. Dispute Resolution

In the first instance, the creator/inventor and the University will enter into a written agreement to settle disputes via arbitration. In the event of a dispute between the University and academic or non-academic personnel and/or third-parties, which cannot be amicably resolved within 30 days from the date of occurrence of dispute, concerning intellectual property and the implementation of this policy, parties to the dispute will engage in arbitration to seek resolution at the Abu Dhabi Commercial Conciliation and Arbitration Centre.

- 8.1. When an agreement/settlement cannot be amicably reached between the University and the creator/inventor within 30 days from the date of occurrence of dispute, any controversy, dispute, or claim arising out of, relating to, or in connection with this policy, shall be resolved by binding arbitration, by one arbitrator appointed by agreement of the Parties.
- 8.2. The Arbitrator shall be a natural person who is not minor, or under court interdiction order, or without civil rights by reason of bankruptcy unless he has been discharged, or due to a felony or misdemeanor conviction for a crime involving moral turpitude or breach of trust; even if he has been rehabilitated. From the time of his appointment and throughout the arbitral proceedings, an appointed Arbitrator shall without delay disclose in writing anything likely to give rise to doubts as to his impartiality or independence.
- 8.3. Where the Parties are of different nationalities, the Arbitrator shall not have the same nationality as any Party unless the Parties who are not of the same nationality as the proposed Arbitrator all agree otherwise in writing. For the purpose of this Article, a person who is a citizen of two or more states shall be treated as of each state.
- 8.4. The Parties consent, if they are unable to agree on the Arbitrator within ten days after either Party submits a written request to the other Party requesting such appointment, it shall be appointed, upon request of a Party, by the Abu Dhabi Commercial Conciliation and Arbitration Centre.
- 8.5. The Arbitration proceedings shall be held in Abu Dhabi, United Arab Emirates, and the UAE Federal Law No. (6) of 2018 on Arbitration shall apply. The substantive rules of the UAE laws shall apply to the merits.
- 8.6. Unless otherwise agreed by the Parties, the proceedings shall be held on the Abu Dhabi campus of the University; the University Registrar shall assign one or more suitable and well-equipped offices or classrooms to run the Arbitration proceedings. Both parties can mutually agree to change arbitration proceedings to the Abu Dhabi Commercial Conciliation and Arbitration Centre, or at the request of the Arbitrator.
- 8.7. Unless otherwise agreed in writing by the Parties, the Arbitration proceedings shall be conducted, and the award shall be granted in the English language.
- 8.8. All costs and expenses incurred for any arbitration shall be allocated to a Party or the Parties as determined by the Arbitrator.
- 8.9. All communication, notification, correspondence, including the request of arbitration, the nomination of the Arbitrator, the statement of claim, the statement of defense, the counterclaims, and all other written procedures, injunctions, and communication



- of the award to the Parties, shall be made by the use of the University electronic mails of the Parties. The University shall provide the Arbitrator with an ADU email address for the purposes of the Arbitration proceedings.
- 8.10. Subject to any mandatory rules of the applicable law, at the request of a Party, the Arbitrator may issue any provisional orders or take any interim or conservatory measures it deems necessary, including injunctions and interim or provisional awards.
- 8.11. The time limit within which the Arbitrator must render its final Award is three months from the date the Arbitrator receives the file. The Arbitrator may, on its own initiative, extend the time-limit for up to an additional three months.

### Exceptions

For any conditions/circumstances and/or exceptions outside the conditions stated in this policy, a request shall be presented to the Board of Directors for decision.

### Authorization

This policy was authorized by the **University Chancellor:**

*Waqar Ahmad*

**Chancellor, Abu Dhabi University**

11 October 2020

**Date**