

INTELLECTUAL PROPERTY RIGHTS POLICY - 2025

Office of Research, Innovation, and Commercialization (ORIC), The University of Larkano



THE UNIVERSITY OF LARKANO

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First Intellectual property

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Foreword

Universities and research institutions serve as the backbone of socio-economic development, driving innovation and scientific progress that foster economic, technological, and social mobility. At **The University of Larkano**, our commitment to excellence in **Engineering, Agriculture Science, Social Sciences, Mathematics, and Computer Science** underscores the critical role that research plays in addressing local and global challenges. Intellectual Property (IP) is a key mechanism that ensures the translation of academic research into impactful solutions for industry, society, and the national economy.

A well-structured **IP policy** empowers universities to manage and commercialize their knowledge assets, enabling the generation of additional funding streams that support further research and development. This approach not only strengthens academia-industry linkages but also ensures that research outputs contribute to national priorities such as **technological advancement, food security, energy sustainability, and economic competitiveness**. Collaborations with the private sector and relevant organizations further extend the reach of academic research, promoting **entrepreneurship, start-up culture, and socio-economic innovation**.

In alignment with **Higher Education Commission (HEC) Pakistan's** vision, The University of Larkano is committed to fostering a research environment that encourages knowledge transfer and the ethical use of IP assets. This document serves as a guiding framework for **IP ownership, incentives for researchers, confidentiality, publication, commercialization, and conflict resolution**. By establishing a robust **Intellectual Property Policy**, we aim to create a transparent and structured system that protects and promotes innovation for the public good.

We acknowledge the contributions of the **World Intellectual Property Organization (WIPO)** in providing essential guidelines for IP management in universities and research institutions. This policy framework is designed to empower our faculty, researchers, and students, ensuring that their intellectual contributions are not only recognized but also effectively utilized for national progress.

With this initiative, **The University of Larkano** reaffirms its dedication to advancing research, fostering innovation, and contributing meaningfully to the socio-economic landscape of **Pakistan**.

Dr. Sanauallah Mastoi
Director ORIC
The University of Larkano

Authorship and Acknowledgements

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ARTICLE 1 – Preface

1.1 Context and Institutional Mission

1.1.1 Mission Statement

The **University of Larkano** is dedicated to providing **high-quality, cutting-edge education** in the fields of Science, Technology, and related disciplines. Its mission is:

"To equip students with state-of-the-art knowledge and skills in Science, Technology, and related fields, shaping them into exceptional professionals and responsible individuals who can contribute effectively to sustainable development and societal progress."

1.1.2 Commitment to Intellectual Property (IP)

The **University of Larkano** is committed to ensuring that Intellectual Property (IP) generated through its research activities aligns with its legal and institutional framework. The university seeks to utilize IP in ways that benefit the **institution, creators, and society at large**, in accordance with its statutes and regulatory obligations.

1.2 Purpose of the Intellectual Property Policy

1.2.1 Promoting IP Utilization

The primary objective of the IP Policy is to facilitate the **widespread use and accessibility** of Intellectual Property developed within the university. Various mechanisms will be employed to ensure that institutional IP is effectively disseminated and utilized.

1.2.2 IP Management

This policy establishes a structured framework for managing and commercializing Intellectual Property arising from research. It encourages **faculty members, students, and research collaborators** to actively participate in the creation of valuable IP with potential commercial significance. The policy also sets forth **clear guidelines** for the protection, management, and commercialization of IP generated at the **University of Larkano**.

1.2.3 Balancing Interests

The IP Policy ensures the **legal protection and commercialization** of university-generated IP while preserving the fundamental principles of **academic freedom, scholarly tradition, open access to knowledge, and institutional sovereignty**. The university remains committed to serving the **public interest** by fostering innovation without compromising the integrity of education and research.

1.3 Core Principles

1.3.1 Ethical Commercialization

Whenever research leads to **commercially viable IP**, the university will prioritize avenues that maximize its **economic and social impact**, ensuring that intellectual advancements contribute to industry and society.

1.3.2 Recognition and Incentives

The **University of Larkano** values and rewards **faculty, students, and research collaborators** whose contributions lead to demonstrable **economic and societal benefits** through IP generation and commercialization.

1.3.3 Focus on Local and National Development

The university encourages **research and innovation** that address **local, regional, and national priorities**. Efforts to commercialize university-generated IP will focus on **enhancing Pakistan's industrial and technological landscape**, ensuring that innovations contribute to economic growth and societal progress.

ARTICLE 2 – Definitions

Without prejudice to any applicable laws, in this Policy, the definitions set out below shall apply:

2.1 Appointment

A formal agreement for a **Visitor** at **The University of Larkano**, which is a prerequisite to participate in or conduct **Research, scholarship, creative work, or teaching** at the institution.

2.2 Author

Any person to whom this Policy is applicable, who individually or jointly with others makes a **design, a mark, or copyrightable work** and who meets the criteria for authorship under the **IP laws of Pakistan**.

2.3 Background IP

Any pre-existing **Intellectual Property (IP)** created before the execution of any **Research Project**, or prior to a **Creator** becoming subject to this IP Policy, by virtue of **Appointment (Visitor), employment contract (Staff Member), or registration (Student)**.

2.4 Commercialization

Any form of utilization of **IP** intended to generate value, which may be in the form of a **marketable product, process, or service**, commercial returns, or other benefits to society.

- **Commercialize** is similarly defined.

2.5 Commercialization Entity

A company that has access to the **IP** of **The University of Larkano** through one or more **Commercialization modes** to produce new **products, processes, or services**. This includes **spin-offs or startups**.

2.6 Conflict of Commitment (COC)

Any situation in which an individual **Staff Member's or Visitor's** primary professional loyalty is not to the institution because the time devoted to **outside activities adversely affects** their capacity to meet responsibilities as outlined in their **employment contract or Appointment**.

2.7 Conflict of Interest (COI)

Any situation in which the **real or perceived interests** of an individual **Staff Member, Visitor, or Student** may **run counter to the interests of the Institution** or negatively affect their employment or duties.

2.8 Course Materials

All materials used in, or in connection with, teaching an educational course through **lectures, tutorials, seminars, workshops, assessments, laboratories, field classes, and other teaching activities** at **The University of Larkano**.

2.9 Creator

Any person to whom this Policy is applicable, who **creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution** to the creation of **IP**, in accordance with **Pakistan's IP laws**.

2.10 Enabler

Any assistants, technicians, or other individuals who **indirectly contributed** to the creation of **IP** by **Creators**, but are not considered authors or inventors in statutory **IPRs**. Their role primarily involves executing tasks without which **Commercialization** would not have been possible.

2.11 Genetic Resources (GRs)

Genetic material of **actual or potential value**, as defined by **Article 2 of the Convention on Biological Diversity**. Examples include **medicinal plants, agricultural crops, and animal breeds**.

2.12 Gross IP Revenue

All revenue received by **The University of Larkano** from **Commercialization** of institution-owned **IP**, before any deductions for **IP Expenses**.

2.13 Guidelines

The **Guidelines for Customization** of the **WIPO Intellectual Property Policy Template** for Academic and Research Institutions.

2.14 Institution

The University of Larkano.

2.15 Institution IP

IP owned or co-owned by The University of Larkano.

2.16 Intellectual Property (IP)

All **creative outputs** developed at **The University of Larkano**, including:

- Literary works, including research publications and laboratory notebooks.
- Teaching and learning materials.
- Copyrightable artistic, musical, and dramatic works.
- Software, databases, and preparatory design materials.
- Patentable and non-patentable technical information.
- Trade secrets, know-how, and confidential information.
- Any other **commissioned works** by the institution.

2.17 Intellectual Property Rights (IPRs)

The proprietary rights granted for an **Invention, mark, design, plant variety, or other type of IP**, resulting in **patents, trademarks, registered designs, or plant breeders' rights**.

2.18 Invention

Any **discovery, process, composition of matter, article of manufacture, know-how, design, or model**, along with improvements thereof.

2.19 Inventor

Any person to whom this Policy is applicable, who **individually or jointly with others makes an Invention** under **Pakistan's IP laws**.

2.20 IP Disclosure Form

The form provided in **Annex A**, which **Creators** must submit to the **Intellectual Property Management Office (IPMO)** to document their creation.

2.21 IP Expenses

All costs incurred by **The University of Larkano** for the **management and Commercialization** of IP.

2.22 IP Committee

The internal body responsible for **drafting, implementing, and monitoring** the **IP Policy** and providing **strategic oversight** of the **IPMO**.

2.23 IP Management Office (IPMO)

The administrative unit responsible for the **day-to-day management** of all **IP-related activities**.

2.24 Net IP Revenue

Gross IP Revenue minus IP Expenses.

2.25 Open Educational Resources (OER)

Teaching and research materials available in the **Public Domain**, licensed for **free use and modification**.

2.26 Public Disclosure

Any communication of **IP-related information** to external parties, including **publications, presentations, press releases, social media posts, or industrial applications**.

2.27 Public Domain

Works that are **not protected by IPRs**, either because the rights have been forfeited or have expired.

2.28 Research

Any **systematic creative work** undertaken to increase the **stock of knowledge**, as per the **Frascati Manual**.

2.29 Research Contract

Any agreement between **The University of Larkano** and an external entity for research projects that could result in **IP creation**.

2.30 Research Project

Any **research-based academic or institutional project**, including student-led research supervised by **faculty members**.

2.31 Scholarly Works

All **copyright works** produced by faculty, students, or visitors, excluding **Course Materials and software/databases**.

2.32 Senior Responsible Officer

The **Vice Chancellor of The University of Larkano** shall serve as the **ultimate decision-making authority** regarding **IP**.

2.33 Staff Member

Any person under a **contract of employment** with **The University of Larkano**, whether **academic, research, technical, administrative, adjunct, full-time, part-time, or temporary**.

2.34 Student

Any **registered student** at **The University of Larkano**.

2.35 Substantial Use

Extensive, **unreimbursed use** of university resources, excluding routine use of **libraries or office spaces**.

2.36 Trade Secret

Confidential information with **commercial value**, protected through secrecy measures.

2.37 Traditional Knowledge (TK)

Cultural or indigenous **knowledge, practices, skills, and innovations**, often associated with **Genetic Resources**.

2.38 Visitor

Any **non-Staff Member or non-Student** engaging in work at **The University of Larkano**, including **visiting scholars, researchers, and volunteers**.

ARTICLE 3 – SCOPE OF THE POLICY

3.1 Intellectual Property (IP) Coverage

This **Intellectual Property (IP) Policy** applies to all intellectual creations generated at the **University of Larkano**, including but not limited to:

- **Scientific discoveries, inventions, and patents**
- **Trademarks, copyrights, and industrial designs**
- **Software, databases, and algorithms**
- **Research publications, books, and scholarly articles**
- **Creative works, including multimedia and artistic productions**
- **Business models, industrial processes, and technology transfer outcomes**

Any IP developed using **university resources, funding, or facilities** shall be subject to this policy.

3.2 Background IP

All faculty, researchers, students, and visiting scholars must declare any **pre-existing IP** before joining the **University of Larkano**. This declaration ensures a clear distinction between **prior work** and any IP developed **during employment, enrollment, or collaboration** at the university.

3.3 Applicability of the Policy

This policy applies to:

1. **Faculty Members & Researchers** – Any research, invention, or creative work developed as **part of employment** at the university falls under this policy.
2. **Students** – IP generated as part of **research projects, theses, dissertations, or academic assignments** is subject to this policy.
3. **Visiting Scholars & Collaborators** – Any IP developed **in collaboration with the university or using its resources** is covered under this policy.
4. **Industry and External Partners** – Any **joint research projects, technology transfers, or consultancy-based innovations** are governed by this policy.

The **rights and obligations** under this policy shall remain in effect **even after faculty, students, or collaborators** leave the university.

3.4 IP Ownership Models

3.4.1 University-Owned IP

The **University of Larkano** retains ownership of IP when:

- The research or invention was developed **using university resources, funding, or facilities.**
- The work is part of a **university-sponsored project, research grant, or institutional collaboration.**
- The creator is a **faculty member, researcher, or staff member working under an employment contract.**

3.4.2 Joint Ownership of IP

IP may be **co-owned** by the **university and external collaborators**, including:

- **Industry partners** in joint research projects.
- **Government-funded initiatives** under shared IP agreements.
- **Inter-university research collaborations** involving multiple institutions.
- **Startups incubated at the University of Larkano ORIC** where both the inventor and the university contribute resources.

3.4.3 Creator-Owned IP

IP rights may be granted to the creator(s) when:

- The work was developed **without significant use of university resources.**
- It is a **personal work**, such as **books, artistic works, or non-institutional research.**
- The IP results from **self-funded independent research** without university support.

A faculty member or student **must request a waiver** if they believe their work falls under this category.

3.5 Revenue-Sharing Mechanism

If an IP is **commercialized** (e.g., through licensing, patents, or technology transfers), revenue shall be distributed as follows:

Revenue Source	Creator (Faculty/Student/Researcher)	University of Larkano	ORIC (For Further R&D Support)
Patent Licensing Fees	60%	30%	10%
Technology Transfer Agreements	50%	40%	10%
Consultancy-Based Innovations	70%	20%	10%
Industry Partnerships (Co-Developed IP)	50%	40%	10%
Startup Ventures (University Incubated)	40%	50%	10%

The **Office of Research, Innovation & Commercialization (ORIC)** will oversee all revenue distribution to **ensure fair and transparent allocation.**

3.6 IP Dispute Resolution Mechanism

Disputes may arise over **ownership, revenue-sharing, commercialization rights, or authorship** of IP. To ensure a **fair resolution process**, the University of Larkano shall follow these structured dispute resolution procedures:

3.6.1 Internal Resolution Committee

- A **Standing IP Dispute Resolution Committee (IP-DRC)** shall be formed under ORIC.
- The committee shall include:
 - **Director ORIC (Chairperson)**
 - **Legal Advisor (IP Specialist)**
 - **Faculty Representative (From the Respective Department)**
 - **Industry/Startup Representative (For Commercial Cases)**
 - **Student Representative (If a student is involved in the dispute)**

3.6.2 Three-Step Resolution Process

1. **Mediation** – The committee will attempt to resolve disputes through **internal mediation and negotiations**.
2. **Formal Arbitration** – If mediation fails, arbitration will be conducted **as per HEC and WIPO (World Intellectual Property Organization) guidelines**.
3. **Legal Action** – If arbitration does not resolve the issue, the dispute may be referred to **Pakistan’s Intellectual Property Organization (IPO) or the relevant court**.

The **University of Larkano** encourages **amicable settlements** through mediation before escalating disputes.

3.7 Technology Transfer and Commercialization Mechanism

To bridge the gap between **research and industry**, the **University of Larkano ORIC** will actively facilitate:

3.7.1 Technology Licensing & Spin-Offs

- **ORIC shall support patent filings** and assist researchers in licensing their technologies to **industry partners**.
- **Spin-off companies and startups** emerging from university research shall be supported through **business incubation programs**.

3.7.2 Innovation & Entrepreneurship Programs

- ORIC will establish **Technology Incubation Centers (TICs)** and **Startup Support Programs (SSPs)** to help innovators commercialize research.
- **Industry-academia linkages** will be promoted through **joint ventures, funding grants, and accelerator programs**.

3.7.3 Research Commercialization Fund

- A dedicated **IP Commercialization Fund** shall be established to support **prototype development, market feasibility studies, and industrial partnerships**.
- ORIC will ensure **royalty sharing models** to incentivize researchers for their IP contributions.

3.8 Institutional IP Governance & ORIC's Role

- The **Office of Research, Innovation & Commercialization (ORIC)** at the **University of Larkano** shall oversee the **management, protection, and commercialization** of IP.
- ORIC shall provide **guidance on patents, copyrights, trademarks, licensing, and technology transfer**, ensuring that IP rights align with **HEC Pakistan's national research framework**.
- ORIC shall also facilitate **startup incubation, industry linkages, and commercialization pathways** for university-generated IP.

3.9 Transparency and Access to the Policy

This **IP Policy** shall be publicly accessible through:

- The **University of Larkano's official website**
- The **Faculty Handbook**
- The **Student Handbook**
- The **Terms and Conditions of Student Enrollment**
- **Research and Academic Catalogues**
- **Industry and Public Engagement Agreements**

3.10 IP Protection Strategies

To safeguard the intellectual assets of the **University of Larkano**, the following IP protection strategies shall be adopted:

3.10.1 Patents (For Inventions and Scientific Discoveries)

- Patents shall be filed for **novel inventions, industrial processes, or technological innovations**.
- ORIC shall assist faculty, students, and researchers in **applying for patents through Pakistan's Intellectual Property Organization (IPO-Pakistan) and international patent offices** (e.g., USPTO, EPO, WIPO).
- The university will bear **patent application costs**, and patent ownership shall follow the **revenue-sharing model**.

✓ **Patent Filing Support:** ORIC will provide legal and technical assistance in drafting and filing patent applications.

✓ **Patent Licensing:** ORIC will facilitate **licensing agreements** with industries for commercialization.

3.10.2 Copyrights (For Research Publications, Software, and Creative Works)

- Copyright protection shall be available for **books, research papers, software, artistic works, and databases**.
- All research outputs shall be registered with the **Copyright Office of Pakistan** under **IPO-Pakistan**.
- The **University of Larkano shall retain copyright ownership** unless explicitly waived in favor of the creator.
- Open Access publishing shall be encouraged, provided it **does not violate commercialization agreements**.

✓ **Software & Algorithm Protection:** Software, source codes, and databases developed at the university shall be copyrighted and, where applicable, patented.

✓ **Creative & Multimedia Works:** The university will assist in **filing copyrights** for digital content, including **films, documentaries, and artistic productions**.

3.10.3 Trademarks (For Institutional Branding and Commercial Products)

- The **University of Larkano shall register trademarks, logos, and institutional branding** to protect its **identity and reputation**.
- Any commercialized **products, startup brands, or research-driven technologies** emerging from the university shall be **trademarked** for brand protection.
- Trademark registration shall follow **IPO-Pakistan and WIPO guidelines**.

✓ **Commercial Branding:** If a university innovation is **marketed as a product**, a trademark shall be registered to protect its commercial identity.

✓ **Institutional Protection:** The university shall **monitor and prevent unauthorized use** of its **logo, name, or affiliated research products**.

3.10.4 Trade Secrets (For Proprietary Research & Confidential Data)

- Trade secrets refer to **confidential formulas, industrial processes, and unpublished research findings** that provide a **competitive advantage**.
- The university shall **implement confidentiality agreements (NDAs)** for research involving **commercially sensitive data**.
- Trade secrets will be protected through **secure storage, restricted access policies, and non-disclosure agreements (NDAs)** with industry partners.

✓ **NDAs & Confidentiality:** All researchers and collaborators shall sign **Non-Disclosure Agreements (NDAs)** before accessing proprietary research.

✓ **Controlled Access:** ORIC will **restrict access** to sensitive research findings until an appropriate **IP protection strategy is implemented**.

3.11 Institutional Oversight & Compliance

The **Office of Research, Innovation & Commercialization (ORIC)** shall oversee:

- **IP registration, licensing, and enforcement**
- **Patent, copyright, and trademark filing with IPO-Pakistan**
- **Monitoring of industry collaborations** to ensure compliance
- **Funding support for IP protection and commercialization**

By aligning with **HEC Pakistan's ORIC framework**, this policy ensures that **researchers, faculty, and students at the University of Larkano receive full legal protection for their intellectual property.**

ARTICLE 4 – GOVERNANCE AND OPERATION

4.1. Intellectual Property (IP) Committee

4.1.1. Purpose

The University of Larkano shall establish an IP Committee responsible for overseeing the implementation and continuous evolution of this policy. The committee shall provide strategic guidance to the Intellectual Property Management Office (IPMO) as outlined in Article 4.2.

4.1.2. Composition

The IP Committee shall consist of:

- Chaired by the Vice Chancellor of The University of Larkano.
- The Registrar,
- The Director of Finance,
- The Senior Dean,
- Dr. Sanaullah Mastoi,
- The Director of ORIC (serving as Member and Secretary),

4.1.3. Responsibilities

The IP Committee shall be the ultimate decision-making body regarding the management and commercialization strategy of intellectual property developed within the University.

4.1.4. Meetings

The IP Committee shall convene regularly and be available for ad hoc meetings as needed.

4.2. Intellectual Property Management Office (IPMO)

4.2.1. Purpose

The University shall establish an IP Management Office (IPMO) under the administrative supervision of the Director of ORIC. The office shall facilitate the management and commercialization of intellectual property to maximize economic and social benefits.

4.2.2. Responsibilities

The IPMO shall:

- Conduct outreach and awareness programs for creators,
- Manage relationships with creators,
- Oversee IP registration and protection,
- Facilitate technology marketing and IP contract negotiations,
- Administer IP-related contracts,
- Oversee IP costs and revenue distribution.

ARTICLE 5 – OWNERSHIP OF INTELLECTUAL PROPERTY AND RIGHTS OF USE

5.1. Intellectual Property Created by Staff Members

5.1.1. University Ownership

The University of Larkano shall own all intellectual property created by staff members:

- In the course and scope of their employment, or
- Through substantial use of the University's resources.

5.1.2. Staff Member Ownership

Staff members shall own or co-own intellectual property if:

- It is created outside their employment scope and without substantial use of University resources,
- It qualifies as a scholarly work (see Article 5.5),
- The University cannot or does not wish to claim ownership, provided such a decision is communicated in writing.

5.1.3. Intellectual Property from Research Contracts

If intellectual property results from a research contract, its ownership shall be governed by the contract's provisions unless national laws dictate otherwise.

5.1.4. Staff Appointments at Other Institutions

Staff members with honorary or academic appointments at other institutions must disclose their obligations under this policy to the host institution and ensure suitable IP arrangements are negotiated.

5.2. Intellectual Property Created by Students

5.2.1. Student Ownership

Students shall own intellectual property they create during their studies, including theses, dissertations, and scholarly works, except as stated in Article 5.2.3.

5.2.2. Theses and Dissertations

- Students must submit their final theses or dissertations to the University's institutional repository.
- Students shall grant the University a royalty-free license to reproduce and distribute their theses or dissertations.

5.2.3. University Ownership

The University shall own intellectual property from student research projects if:

- The student made substantial use of University resources (excluding supervision),
- The research is part of a University-led research project.

5.2.4. Intellectual Property from Research Contracts

If a student participates in a research contract, the contract's terms shall determine IP ownership.

5.2.5. University Responsibilities for Student-Owned IP

Where the University owns student-created IP under Articles 5.2.3 or 5.2.4, it shall:

- Explain the rationale for IP assignment,
- Advise students to seek independent legal counsel,
- Obtain a deed of assignment from students in exchange for revenue sharing (Article 10),

- Allow students to withdraw from research projects if they choose not to assign IP rights.

5.2.6. Bursaries and Scholarships

External organizations providing bursaries or scholarships may own student-created IP if the student and University agree in writing, subject to applicable laws.

5.2.7. Commercialization of Student-Owned IP

The IPMO may provide commercialization services for student-owned IP:

- Students may assign their IP to the University to benefit from commercialization support,
- Alternatively, commercialization services may be provided on a fee basis or through revenue sharing agreements.

5.3. Intellectual Property Created by Visitors

5.3.1. University Ownership

Visitors must assign to the University any intellectual property:

- Created during their official appointment at the University, or
- Developed using substantial University resources.

5.3.2. Disclosure Requirement

Before leaving the University, visitors must submit an IP disclosure form to the IPMO detailing any IP created during their tenure.

5.4. Special Rules for Course Materials

5.4.1. University Ownership

The University shall own course materials created by staff members or visitors, excluding materials derived from or intended for open educational resources (OER).

5.4.2. License for Use

The University grants creators of course materials a non-exclusive, royalty-free license to use them for teaching and research purposes within the University. Written permission is required for commercial use outside the University.

5.5. Special Rules for Scholarly Works

5.5.1. Publication

Scholarly works may be published freely, provided any potential University-owned IP is cleared with the IPMO before publication.

5.5.2. Institutional Repository

Authors should seek publisher approval to include published works in the University's institutional repository.

5.5.3. License to the University

Staff members, students, and visitors shall grant the University a non-exclusive, royalty-free license to use their scholarly works for academic and promotional purposes.

5.6. Moral Rights

5.6.1. Recognition

The University shall respect and protect the moral rights of authors under copyright law.

5.6.2. Rights Granted

Moral rights include:

- Attribution of authorship,
- Protection against false attribution,

- Integrity of authorship.

5.6.3. No Waiver Requirement

The University shall not require staff, students, or visitors to waive their moral rights as a condition of employment, enrollment, or funding.

5.7. Public Domain

5.7.1. Public Domain Contributions

University IP may enter the public domain if:

- A research contract mandates public release of findings,
- Staff or visitors use OER or open-source resources requiring public release of derivatives.

5.7.2. University-Initiated Public Release

The University may release IP into the public domain if:

- It serves public interest,
- It has low commercial or developmental potential,
- The University deems it necessary.

ARTICLE 6 – PUBLICATION, NON-DISCLOSURE, AND TRADE SECRETS

6.1. Right of Publication

The University of Larkano encourages and upholds the right of its Creators to decide if and when to publish their research findings, in accordance with Article 5.5. However, Creators must ensure that such publications do not compromise the University's Intellectual Property (IP) rights or any related agreements.

6.2. Non-Disclosure for IP Protection

While academic freedom is valued, premature public disclosure of research findings can lead to the loss of IP rights. Patents, for example, require novelty, and any premature disclosure may invalidate potential claims. Therefore, Creators must identify protectable IP as early as possible, as outlined in Article 8, and seek guidance from the Intellectual Property Management Office (IPMO) before any public disclosure.

6.3. Trade Secrets

The University may classify certain confidential research data as Trade Secrets. In such cases, all associated Creators are obligated to maintain confidentiality and adhere to IPMO guidelines for Trade Secret management.

ARTICLE 7 – RESEARCH CONTRACTS

7.1. Authority

Only authorized representatives of The University of Larkano may enter into research contracts with external entities on behalf of the institution. Staff, Students, and Visitors must obtain prior approval before committing to any agreements.

7.2. Research Contract Policy

All research contracts must comply with the University’s Research Contract Policy. The policy outlines the terms for IP ownership, funding sources, and institutional interests.

7.3. Due Diligence

Authorized personnel negotiating research contracts must conduct due diligence and consult with IPMO to ensure that the University’s IP rights are safeguarded.

7.4. Ownership and Rights to Use

Unless legally stipulated otherwise, the ownership and rights to use research outputs shall be determined in accordance with IPMO guidelines and agreed upon in advance with external entities.

7.5. Compliance with Government Regulations

All research contracts must adhere to applicable laws, government regulations, and funding conditions. The University's legal representatives must review and approve any contractual obligations before finalization.

7.6. Approval of Research Contracts

Any variance from the standard research contract policies requires approval from the Senior Responsible Officer. A full contract draft must be submitted to IPMO for review and final approval.

7.7. Basic Principles Governing Research Contracts

- **Execution Prior to Commencement:** All research contracts must be finalized before the start of any project and must explicitly outline terms regarding IP ownership and management.
- **Background IP:** Institution Background IP remains the property of the University, and any external Background IP remains with the respective party. Usage requires explicit written permission.
- **Foreground IP:** IP generated during research shall generally be owned by the University, unless specified otherwise in the contract.
- **Co-Ownership of Foreground IP:** If research results in co-owned IP, ownership percentages shall be determined contractually or through legislative provisions.
- **Cost Sharing:** Protection and maintenance costs for co-owned IP shall be shared as per the agreed ownership percentages or contractual terms.
- **Serendipitous IP:** Any unexpected research outcomes outside the original contract scope shall be owned by the relevant entity unless otherwise agreed upon.
- **Right of First Refusal:** External sponsors may be granted first rights to commercialize research findings through licensing or joint ventures.
- **Publication Delay:** To secure IP protection, publications may be temporarily delayed, typically for a maximum of 180 days, unless otherwise authorized.
- **Use for Research and Teaching:** Exclusive licenses or assignments of University IP should secure a royalty-free license for continued academic use.

7.8. Exceptions to Policy

Any exceptions to these policies must be approved in writing by the Senior Responsible Officer.

ARTICLE 8 – INTELLECTUAL PROPERTY DISCLOSURE AND DETERMINATION

8.1. Responsibility to Disclose IP

8.1.1. Record-Keeping: Creators must maintain comprehensive records of their research and restrict access to authorized personnel.

8.1.2. IP Disclosure: Creators must promptly disclose potential IP to IPMO via an IP Disclosure Form.

8.1.3. Full Disclosure Requirement: The IP disclosure must include complete technical, commercial, and ownership details to enable IPMO to evaluate protection and commercialization options.

8.1.4. Disclosure of Genetic Resources (GR) and Traditional Knowledge (TK): If IP involves GR or TK, Creators must provide relevant details in accordance with national legislation.

8.2. Creatorship and Ownership

8.2.1. Determination of Creatorship: If multiple Creators are involved, IPMO will facilitate a fair determination of contributions.

8.2.2. Ownership Assignment: Once creatorship is established, Creators must formally assign their rights to the University in accordance with institutional agreements.

8.3. IP Protection and Commercialization Decisions

8.3.1. Evaluation Process: IPMO will review disclosures within 60-90 days and assess the protectability and commercial potential of the IP.

8.3.2. Decision to Protect/Commercialize: The University will determine whether to pursue protection and commercialization, and notify Creators accordingly.

8.3.3. Notification of Decisions: Creators will be informed of IP protection and commercialization plans within 60-90 days.

8.4. University's Decision Not to Protect/Commercialize

8.4.1. Grounds for Non-Commercialization: The University may opt not to protect IP if it lacks commercial viability or public interest.

8.4.2. Transfer of Ownership: If the University declines to commercialize IP, it may transfer rights to the Creators, subject to external agreements.

8.4.3. Written Notification: Creators must be informed in writing of the University's decision.

8.4.4. Assignment Terms: If IP is assigned to a Creator, conditions may include reimbursement of University expenses or granting a non-exclusive, royalty-free research license.

ARTICLE 9 - COMMERCIALIZATION OF INTELLECTUAL PROPERTY (IP)

9.1. Commercialization Strategy Determination

Within three to six months of deciding to protect or commercialize intellectual property (IP) under Article 8.3.2, The University of Larkano shall determine the most suitable commercialization strategy in consultation with the creators.

9.2. Assistance to Intellectual Property Management Office (IPMO)

Creators of IP selected for protection and commercialization must provide reasonable support to the IPMO. This includes aiding in assessment, protection (e.g., preventing premature disclosure, executing relevant documents), and commercialization efforts.

9.3. Institutional Sovereignty and Collaboration

The University of Larkano retains sole discretion over IP commercialization. However, the institution will keep creators informed and, where appropriate, engaged in the commercialization process. The IPMO will oversee and implement the commercialization strategy.

9.4. Commercialization Pathways

IP commercialization methods may include:

- Licensing (exclusive or non-exclusive), with a preference for small and medium enterprises.
- Assignment (sale) in exceptional cases.
- Formation of a commercialization entity.
- Non-profit use or donation.
- Joint ventures.
- Royalty-free access for humanitarian or public interest purposes.
- Any suitable combination of the above.

9.5. Commercialization Guidelines

All IP transactions shall be governed by contracts that:

- Safeguard the interests of the University, its staff, students, and visitors.
- Retain the University's rights to use the IP for educational and research purposes.

- Ensure IP utilization serves the public good.
- Guarantee IP development into valuable market offerings.
- Prohibit shelving or unethical use of IP.

9.6. Economic Development Commitment

The University shall commercialize IP to promote local, regional, and national economic development.

9.7. Encouragement of Entrepreneurship

The University shall support commercialization efforts that foster entrepreneurship among faculty and stakeholders.

ARTICLE 10 - INCENTIVES AND REVENUE DISTRIBUTION

10.1. Incentive Structure

To promote knowledge transfer, the University will provide incentives—financial or non-financial—to encourage impactful research. Creators or enablers will be eligible for incentives from commercialized IP.

10.2. Revenue Sharing

10.2.1. General Provisions

Creators and enablers will share in the financial benefits derived from IP commercialization, following institutional and national regulations.

10.2.2. Revenue Calculation

- *Gross IP Revenue*: All income received from commercialized IP before deductions.
- *IP Expenses*: Costs incurred in IP protection, licensing, marketing, and distribution.
- *Net IP Revenue*: Gross IP Revenue minus IP Expenses.

10.2.3. Distribution of Revenue

- **Creators' Share**: 50% of Net IP Revenue, divided among contributors based on practical contributions or prior agreements.
- **Enablers' Share**: 50% of Net IP Revenue, allocated as per contribution.
- **Dispute Resolution**: The IP Committee shall resolve disputes over revenue sharing.
- **Payment Schedule**: Distributions shall be made periodically, at least annually.
- **Taxation**: Payments are subject to applicable tax regulations.
- **Continued Entitlement**: Revenue-sharing rights persist even after a creator/enabler leaves the University.

10.2.4. Institutional Allocation of Revenue

The University's 50% share of Net IP Revenue will be used as follows:

- 50% for research development.
- 20% for IPMO operations.
- 20% for IP protection and maintenance.
- 10% for institutional overheads.

10.3. Other Incentives

The University may offer non-monetary incentives, including:

- Recognition of IP contributions in performance evaluations.
- Opportunities for professional development, training, and research exchanges.
- Assistance in securing research funding from industry collaborations.
- Equity participation in commercialization entities where applicable.

10.4. Contact Details

Creators and enablers must keep the University updated with their contact and banking details for revenue distribution. Unclaimed funds shall be held for up to three years before reverting to University research initiatives.

ARTICLE 11 - INTELLECTUAL PROPERTY PORTFOLIO MANAGEMENT

11.1. Recording and Monitoring

The Intellectual Property Management Office (IPMO) [or an external entity designated by the IPMO] shall maintain accurate and comprehensive records of The University of Larkano's Intellectual Property (IP). The IPMO shall oversee deadlines for payment obligations related to the maintenance or annuity fees of protected IP and shall ensure timely communication with the responsible individuals or departments for executing such payments.

11.2. Financial Accounting

The IPMO shall maintain detailed financial records on income and expenditures for each IP asset to facilitate transparent revenue-sharing calculations and financial reporting.

ARTICLE 12 - TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES

12.1. Compliance with National Legislation

When research at The University of Larkano involves the use of Traditional Knowledge (TK) and/or Genetic Resources (GRs), researchers must comply with relevant national legislation. These requirements may include obtaining prior informed consent, ensuring access and benefit-sharing agreements, and securing necessary permits before accessing or transferring GRs.

12.2. Institutional Procedures for Access

The University shall develop standardized procedures and mechanisms for accessing and utilizing GRs and TK to ensure compliance with national and international laws.

12.3. Protection of Intellectual Property

All research agreements and contracts involving TK and GRs shall include provisions to safeguard the resulting intellectual property, ensuring fair benefit-sharing and adherence to ethical research practices.

ARTICLE 13 - CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT

13.1. Commitment to the University

Faculty members, researchers, and visitors must prioritize their academic and research commitments to The University of Larkano. Their intellectual contributions should primarily support the University's education, research, and academic programs.

13.2. Institutional Integrity

All members of the University community are expected to act in the best interests of the institution, avoiding any external engagements that could compromise ethical research conduct or professional responsibilities.

13.3. External Agreements

Staff members and visitors must ensure that any agreements with external entities do not conflict with their institutional obligations. This is particularly applicable to private consultancy and research service agreements. Individuals entering such agreements must disclose their commitments and provide relevant parties with a copy of this policy to prevent conflicts.

13.4. Disclosure of External Activities and Financial Interests

Faculty and researchers must promptly disclose potential or existing Conflicts of Interest (COI) and Conflicts of Commitment (COC) to the designated institutional authority. The University shall oversee resolution processes, ensuring conflicts are managed effectively. Any decisions on conflict resolution must receive approval from senior academic leadership, such as the Dean or Vice Chancellor.

13.5. COI and COC Policy Development

The University will establish a comprehensive COI/COC policy to enhance awareness, define disclosure requirements, and outline procedures for identifying, avoiding, or managing conflicts appropriately.

ARTICLE 14 - DISPUTE RESOLUTION

14.1. Policy Violations

Any breach of this policy shall be addressed in accordance with The University of Larkano's institutional procedures and national regulations.

14.2. Internal Dispute Resolution

14.2.1. Any disputes or questions regarding this policy shall first be referred to the IPMO for review and mediation by the IP Committee.

14.2.2. If unresolved within three months, the matter shall be escalated to the Senior Responsible Officer for mediation.

14.2.3. The Senior Responsible Officer may, at their discretion, escalate the dispute to the University's Executive Committee or an independent arbitration body for a final decision.

14.3. Right to Appeal

Individuals governed by this policy retain the right to appeal any policy-related decisions to the IP Committee.

ARTICLE 15 - POLICY AMENDMENTS

15.1. Revisions and Updates

This policy may be amended as deemed necessary by the IP Committee. Any changes shall take effect as follows:

- a) All IP disclosed on or after the effective date of an amendment shall be subject to the updated policy.
- b) IP disclosed before the amendment shall remain governed by the prior policy unless it is subsequently licensed or commercialized after the amendment, in which case the revised policy shall apply.

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