



## Arab Open University

### Intellectual Property Right Policy

Policy Title:	Intellectual Property Right Policy
Version Number	1
Approving Authority	University Council # 83-March 2025
Policy Review:	Quality Assurance Accreditation, Academic and Institutional Standards Committee (QAAAIS)
Policy Implementation:	AOU HQ and AOU Campuses/Branches
Policy Monitoring and Compliance:	Quality Assurance and Accreditation Units at AOU Branches Students Affairs Offices Human Resources Department Communication
Next Review Date	March 2027

***Note:** A policy may be reviewed before the designated review date should there be a need to.*



## Arab Open University Intellectual Property Right Policy

The policy aims to provide an institutional framework to support and govern the generation, administration and protection, of intellectual property arising from University Work.

The Intellectual Property Rights Policy (IPR Policy) covers the basic principles and operating guidelines on all Intellectual Property (IP) issues, including the nature of the IP, its ownership, utilization, knowledge/technology transfer, and confidentiality requirements.

### Working Definitions

Source: World Intellectual Property Organization (2023)

<b>Intellectual Property</b>	Intellectual property is the product of intellectual or creative activity through novel ideas, innovation, or research and development. Rights to IP include patents, copyright, trademarks, design rights, and technical know-how.
<b>Copyright</b>	“Copyright protects original literary, musical, dramatic, or artistic works in various forms, including written materials and computer software. Copyright does not protect ideas but rather the <i>expression</i> of such ideas. It prevents anyone from copying, publishing, translating, or broadcasting a work without the copyright owner’s permission. Copyright exists when an artistic, literary, scientific or musical work or software is created”

<b>Patents</b>	“A patent is a document issued by the government that describes an invention and provides a corresponding right to exclude others from using the invention for commercial or other purposes. It is a right granted by a national government, upon application and prosecution, in exchange for the complete disclosure of an invention.”
<b>Applicable Law</b>	The applicable law shall include all relevant statutes, legislation, rules, regulations, bylaws, listing agreements, directives, licenses, permits, terms, and conditions of governmental or regulatory approvals or agreements with any governmental or regulatory authority.
<b>Auxiliary Contracts</b>	An Auxiliary Contract is a document created with the mutual consent of involved parties defining the rights, roles, and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Memorandum of Agreement (MoA), Research Agreement, Consultancy Agreement, License Agreement, Service Agreements, Confidentiality agreements,
<b>Collaborative Projects</b>	Collaborative Projects are entirely or partially funded by the Collaborator and supplemented by inputs from the University, such as laboratory/university facilities, research material, human resources, etc. Collaborative Projects could be for upscaling/improving laboratory level, know-how, technology development or generation of IP, etc. The expected project output/results are well defined.
<b>Research Project</b>	Research Project means any project that forms the basis of research undertaken by the University and includes projects undertaken by staff, Student, or under the supervision of a Faculty Member or a Research Scholar, as part of a research degree programme.

<b>Scholarly Works:</b>	Scholarly Works include all copyright works, which are the outputs of Faculty Members, Students, or Research Scholars, including research, creative and other outputs.
<b>Creator</b>	“A Creator is a person or a group of persons such as a Faculty Member, Student, or Research Scholar responsible for creating an Intellectual Property (IP) by utilizing the University Resources.”
<b>Faculty Member</b>	Faculty Member means any staff professionally qualified to carry out research, teaching, and training, employed at the University either as a Full-time employee or adjunct or visiting professor.
<b>Student</b>	A Student is a person who has registered or enrolled in the university as a full-time student.
<b>Substantial Use</b>	Substantial use shall include the extensive use of the University Resources, including but not limited to facilities, equipment, human resources or funds

### Policy Statement

The Arab Open University owns all intellectual property rights that result from University Work, per the rights and regulatory framework in each

Branch/Campus country and the rights of other sponsors. Creators of intellectual property should disclose it to the University and assist in legally protecting it.

### **Scope of the Policy**

The Intellectual Property Rights Policy intends to outline the practices and rules of the University regarding IP rights and obligations for both academic and non-academic staff (both permanent and temporary), as well as for students (undergraduate, post-graduate, and research scholars) who create IPs at the University.

### **Patents**

The University owns all rights to patentable inventions arising from University Work. The University will decide whether to pursue a patent within six months of the initial invention's disclosure. If the University decides to pursue a patent, the costs will be borne by the University, a sponsor, or a licensee.

### **Copyrights**

The University owns all copyrightable materials developed as works made for hire or developed under University Work unless otherwise specified. However, the University does not usually claim ownership of works such as articles, papers, scholarly monographs, or artistic works. The author of literary work shall own copyrights in theses, dissertations, research papers, laboratory records, books, and articles, including online works such as blogs. However, any copyrightable work produced as work for hire will belong to the University or the Sponsor, as per the terms of the Auxiliary Contract. The University shall also be entitled to a share of the percentage of the revenue obtained in the form of a licensing fee/royalty for such copyright.

### **Educational Materials**

The ownership of educational materials produced in the ordinary course of the University's academic mission generally belongs to the Creators. However,

certain circumstances may give rise to ownership by the University, such as when the materials are worked for hire or through an agreement with the staff member or when there is substantial use of university facilities and resources.

**Educational Materials Commissioned for Production by the University**  
Educational Materials commissioned for production at the initiative of the University, or with learning outcomes and creative content authored or designed by the University, are works made for hire, and as such are owned by the University.

**Educational Materials Funded by an External Sponsor or licensed by another Entity**

Ownership of externally funded or licensed Educational Materials will be governed by the terms of the agreement with the University.

**Changes to Educational Materials**

Educational Materials owned by the University may only be changed with the written permission of the University.

The owner of Educational Materials has the right to change or make derivative works of his or her Educational Materials.

### **Other Intellectual Property**

The University owns all other forms of intellectual property resulting from University Work, including trade secrets, trademarks, design rights, and know-how. Generally, the University will own any IPs created using University Resources that are considered commercially viable in the University's opinion. The creators must enter a Commercial Rights Agreement with the University, clearly stating that the University owns the IP.

### **University's Confidential Information**

University's Confidential Information refers to all non-public material and research-related data, including but not limited to documents, lab notebooks, discoveries, inventions, patents, formulations, plans, ideas, books, accounts, data, reports, draft documents, correspondence, client information, lists and files, and decisions.

### Conflict of Interest

A Conflict of Interest arises when the genuine or anticipated interests of a Faculty Member, Researcher, or Student are in opposition to the interests of the University or may adversely affect their work or responsibilities.

### Maintenance and Protection

costs associated with maintaining and protecting the intellectual property (IP) will be the responsibility of the Creator (s) if they own the IP or the licensee's responsibility if they acquired the IP license. If the IP is jointly owned by the University and a sponsor, Collaborator, or other agency, the sponsor, Collaborator, or other agency may have the first right to commercially exploit the IP through licensing after providing prior written notice to the University.

#### Specific Details:

##### 1. University's Ownership:

The University owns all intellectual property (IP) created by a Faculty Member while carrying out their job responsibilities or when significantly using the University's resources.

##### 2. Faculty Member Ownership:

Faculty Members will own the IP they have created when such IP is outside the scope of their job responsibilities and has not involved significant use of the University's resources.

##### 3. Student Ownership

The University will ordinarily waive its rights to intellectual property created by student Creators during their academic course of study (other than University Work) where the use of university facilities, equipment or other resources has been properly authorized, except when:

- Faculty or staff involvement is substantial,
- The work is part of a larger University or specifically commissioned by the University,
- The use of facilities, equipment, or other resources is in excess of the norm for educational purposes.

#### 4. IP Arising from Research Contracts:

In cases where there are no specific regulations in national law or when there is no significant use of the University's resources, the ownership of IP created by Faculty Members during a research project will be governed by the terms of the Research Contract.

## Acknowledgement

The Policy has been benchmarked by the following sources of Information:

- Model Intellectual Property Policy for Universities and Research Institutions. (2024).
- World Intellectual Property Organization (2023)
- University Policy on Intellectual Property –University of Edinburgh (2023)
- Intellectual Property (IP)Policy–University of Nottingham. ( 2021)
- Policy on Intellectual Property Rights (IPR) Contents, University of London. (2020)