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No. UOG/REG/20/45/1663

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NOTIFICATION

The Competent Authority (the Syndicate), in exercise of powers vested under Section 22(2) of University of Gujrat Act IX of 2004, vide decision of Agenda Item No. 16 of its 45th Meeting held on 21-06-2022, is pleased to approve the draft of following policies for further course of action:

- i. **Intellectual Property Rights and Technology Transfer Policy 2022**
- ii. **Conflicts of Interest Policy**

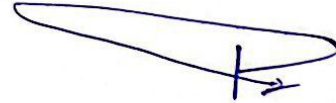


**VICE CHANCELLOR/
CHAIRPERSON SYNDICATE**

NO. & DATE EVEN.

A copy for information & necessary action is forwarded to:

1. The Director ORIC, University of Gujrat
2. The Director QEC, University of Gujrat
3. The Additional Registrar (Estb.), University of Gujrat
4. The SSO to the Vice Chancellor, University of Gujrat
5. Syndicate File (REG/20/45)



ADDITIONAL REGISTRAR (ESTB.)

UNIVERSITY OF GUJRAT



**University of Gujrat (UOG)
Intellectual Property Rights &
Technology Transfer Policy 2022**



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Definitions

a)

“Author”

The originator of a written document.

b)

“Copyrighted Work”

An original work of authorship, including , but not limited to, authored work”, such as a student thesis, dissertations, teaching material, (audio/visual recordings and lecture notes) translation, data or results / findings of previous research, such as ideas, concepts, know-how, techniques, designs, specifications, diagrams, prototypes, software, musical arrangements, dramatization, fictionalization, motion picture version, sound recording, art reproduction or any other form in which a work may be recast, transformed or adapted. A work consisting of editorial revisions, elaborations, or any other modifications which, as a whole, represent an original work of authorship, is a copyrighted work.

c)

“Co-inventor(s)”

An inventor whose name appears with inventor in a patent application and who has contributed to the invention. Also called joint inventor(s).

d)

“Constituent Institute”

An Institute, Faculty, Department or Lab maintained and administered by UOG.

e)

“Computer Software”

Software programs or procedures or rules and associated documentation pertaining to the operations of a computer system.

“DP”

Directorate of Purchase

f)

“Faculty”

Includes Professor, Associate Professors, Assistant Professors and Lecturers engaged whole-time by the

		University or by a constituent or affiliated college / institute / centre / city or sub campus and such other persons may be declared to be teachers by the statutes.
h)	"Funds"	Money allocated.
i)	"FBR"	Federal Board of Revenue
k)	"Gross Revenue"	The entire amounts of income before any deductions are made.
l)	"HEC"	Higher Education Commission
m)	"Invention"	A creation (a new device or process) resulting from study and experimentation
n)	"Innovation"	The process of translating an idea or invention into a good or service that creates value or for which customers will pay.
o)	"Inventor"	Inventor means a person who had conceptualized the new technology or solution to a specific technical problem or has made intellectual contribution to the conception of an intellectual property or a person who has made conceive the idea and made major contributions to the said intellectual property".
p)	"Intellectual Property"	Intangible property that arises from the creation of the mind and in their broadest sense has no physical form.
q)	"GCCI"	Gujrat Chamber of Commerce and Industry
r)	"Know-how"	The knowledge and skill required to do something.
s)	"Net Revenue"	An amount equal to the gross income minus overheads, minus interest payable for a given time period (usually accounting period).

t)	“NHA”	National Highway Authority
u)	“NLC”	National Logistic Cell
v)	“NARC”	National Agriculture Research Center
w)	“NPO”	Non-Profit Organization
x)		
y)	“PARC”	Pakistan Agricultural Research Council
z)	“PEC”	Pakistan Engineering Council
aa)	“PSEB”	Pakistan Software Export Board
bb)	“PSF”	Pakistan Science Foundation
cc)	“Publication”	Any writing of which copies are published, such as, papers, books, and periodicals, including but not limited to magazines, scholarly journals and newspapers.
dd)	“Ltd”	Public Limited company
ee)	“Pvt. Ltd”	Private Limited company
ff)	“Scholarly Work”	Work created by a faculty member in the area of field in which he / she teaches or is taught or researched / being researched at UOG.
gg)	“SMC”	Single member company
hh)	“Students”	A learner who is enrolled or is working as an internee in an educational institution of University of Gujrat.

ii)	“Stakeholders”	Someone who is directly or indirectly affected or involved
jj)	“Spin-off”	University Start-up Company formed as a consequence of university activity or know-how, regardless of whether registered IP is involved, in which the university holds an equity stake.
kk)	“SECP”	Securities and Exchange Commission of Pakistan
ll)	“Sponsored Research”	Research funded by external entities through a grant or contract that involves a specified statement of work (e.g. the research proposal) with a related transfer of value to the sponsor.
mm)	“Significant Use”	Vital use of any human resource, infrastructure, and thing or policy. Financial and other support, including, university office space, computers, research equipment, information provided by the university.
nn)	“Teaching Material”	Lectures, presentations, notes, videos, audios, lab-handouts, homework assignments, quizzes and their solutions.
oo)	“Third Party”	Someone other than the principal parties who are involved in a transaction.
rr)	“Tangible Research”	Research resulting in quantifiable and / or intellectual output.
ss)	“University Facilitates”	University Facilities mean financial and other support, including, university office space, computers, research equipment, security services, information provided by the university.
tt)	“University Resources”	All types of human and material resources belonging to University of Gujrat.
	“University Staff”	All personnel other than

uu)		faculty and students employed by the University.
vv)	"Visiting Researcher"	Means a visiting fellow / scholar who visits university to perform research on a specific topic.
ww)	"Constituent college / institute / centre"	Means an educational institution, maintained and administered by the university.



UOG INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY TRANSFER POLICY 2022

Introduction

1. One of the objectives of University is to defuse the intellectual work done by its researchers into the industry to have social impact. The University of Gujrat is committed to put dedicated efforts to improve the industrial, engineering and social sector standing in the domain of Intellectual Property of IPRs / Projects which hold the market potential through technology transfer.

2. UOG established Office of Research Innovation and Commercialization (ORIC) to protect and commercialize the research being conducted at the UOG. It encapsulates UOG's research and intellectual property opportunities at the earliest stage, and translates these benefits to industry and the social sector by working closely with industry through partnerships, collaborations, licensing and forming spin-offs.

UOG Intellectual Property & Technology Transfer Office

3. Established under the ORIC, UOG Intellectual Property and Technology Transfer Office will be set-up with the following mandate:

- a. Promote Intellectual Property at the University by organizing IP awareness seminars/workshops/lectures.
- b. Facilitate UOG Researchers/Scientists in drafting and filing of IP applications with Local and Foreign Patent office(s), as applicable.
- c. Pursue approvals of IP filed with IPO Pakistan and other filing offices.
- d. Manage all the stages of IP lifecycle.
- e. Evaluate new technologies for patentability.
- f. Provide legal advice to researches / inventors.
- g. Update policies concerning intellectual property.
- h. Identify and evaluate commercial potential of technologies developed at UOG.
- i. Matchmaking of technologies with Industry.
- j. Negotiations, Licensing & Contracting.
- k. Facilitate in creating spin-offs and subsidiaries under the umbrella of UOG Holdings Pvt. Limited (to be established).

Scope

4. The material set forth in this document covers the ownership, share distribution, licensing and formation of spin-offs of technologies / IPs / know-how developed by faculty, staff and students of the University of Gujrat. This policy document has three chapters that cover the definition and respective process for Intellectual Property protection, licensing and creating spin-offs.

Policy Objective

5. The objectives of this policy are as follows

a) To facilitate making an environment conducive for research & development, creation of intellectual property and commercialization.

b) To put in place streamlined protocols with the view to encourage the reporting of products of Intellectual creativity.

c) To take steps to protect intellectual Property Rights in such products of intellectual creativity.

d) To recognize the commercially valuable intellectual properties that may result from such endeavors.

e) Assist the faculty and researchers in disclosing the research outputs and scholarly work, in compliance with applicable laws and formal agreements; to accrue the protection available under the laws governing patents, copyrights, industrial designs, trademarks trade secrets and other appropriate provisions.

f) To make Intellectual Property developed in the course of research & development accessible to public, promoting its effective and timely use; subject to protection of Intellectual Property rights.

g) To provide financial benefits and due recognition for the Author(s), Creator(s) and inventor(s) through avenue of technology transfer.

h) Provide revenue sharing structured mechanism.

i) To commercialize the IPs through licensing and spin-off formation, and liaising with technology seekers, investors, and other external parties.

j) To set revenue and evaluation goals for spin-offs and licensing and how to structure those transactions.

Date of Implementation

6. This policy is effective from the date of Approval by UOG Academic Council/Syndicate.

Conflict of Interest

7. Cases where conflict of interest is reported / found, will be referred to IP & Technology Transfer Advisory Committee for the resolution of the dispute.

A conflict of interest may include following scenarios:

a. A conflict of interest between two similar IP applications from the university.

b. A conflict of interest between students/ staff/ employees and Innovation & Commercialization directorate regarding the commercialization/licensing of Patents/Products through external entities / countries or in- house services.

c. A conflict of interest between inventors and co-inventors for removing or adding name of one or more co-inventors.

d. A conflict of interest to waive the university's ownership and licensing rights.

e. A conflict on share distribution in case of two or more inventors.

f. A conflict of interest between students/ faculty and university regarding the ownership of IP.

g. A conflict of interest regarding maintenance of IPR

The conflict of interest will be resolved as per SOP attached at Appendix I.

Intellectual Property & Technology Transfer Advisory Committee

8. The intellectual property and technology transfer advisory committee consists of following members.

a. Committee Composition is as follows:

- 1) Director ORIC –President
- 2) Dean Concerned Faculty -- Member
- 3) Chairperson/HOD (Concerned Deptt) - Member
- 4) Manager/Additional Director Research Operations & Development - Member
- 5) Manager/Director/In-charge BIC – Member
- 6) Manager Linkages & Technology Transfer/ Additional Director Industrial Linkage - Member
- 7) Treasurer Office Representative - Member
- 8) Member Academic Council -- Member
- 9) Manager/Focal Person TISC/IP - Member/ Secretary

b. Mandate of IP & Technology Transfer advisory committee is to:

- (1) Devise policy matters relating to Intellectual Property and Technology Transfer.
- (2) Decide amendments considered necessary to the Intellectual Property and Technology Transfer Policy.
- (3) Settlements of disputes / conflict of interest.
- (4) Decision on distribution of benefits among the inventors.
- (5) Decision on filing of IP in any country other than Pakistan.
- (6) Dealing with ethical misconduct in IP.
- (7) Conflict resolution related to IP and Technology Transfer.
- (8) Grant permission to create a spin-off / subsidiaries and to decide on financial matters.

Intellectual Property Rights

1.1 Confidentiality

Any information related to Intellectual Property is considered proprietary and / or confidential. Such information may include, but is not limited to trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, prototypes, computer programs, business development plan, business plan, financial analysis, feasibility report, business activities and operations, reports, studies and other technical and business information hereinafter referred to as “Confidential Information”.

1.2 Disclosure

Whenever an Intellectual Property is created, generated or developed by UOG faculty, student, staff or by any other individual utilizing University resources, they must notify UOG authorities in writing and provide a filled invention disclosure form, patent drafting form, NOC for IP filing and any other information deemed necessary in accordance with the provisions mentioned in SOP on IP Application (Appendix II) within 90 days of knowledge about such an invention, conception of idea or intellectual property. As a general rule, they must not publish or dispose off an invention before the relevant section of the UOG ORIC has confirmed to them receipt of notification in writing which will be done in minimum possible time.

1.2.1 Signing Non-Disclosure Certificate

All members of a team and supporting staff are bound to sign an undertaking that he/she will not disclose any kind of information (documents, drawings, prototypes or any other) regarding the process, product, project or any other to anybody, department or organization at any stage of processing and development. Strict action will be taken against such person leading to heavy financial penalty and termination from job or both upon the recommendations of Intellectual Property & Technology Transfer Advisory Committee.

1.3 Intellectual Property Filing Fee

a. UOG will bear the cost of all local IP filing as well as for subsequent fee(s) charged during the prosecution.

b. For patents to be filed with the foreign patent offices, cases will be routed through HEC which has already provisioned such expenditures. In certain cases, UOG can also finance or bridge finance fee for foreign patent filing in case potential IP has immediate commercial value.

c. UOG faculty members and researchers should include expense on IP filing in their sponsored research proposal submitted to any sponsoring agency (local or foreign) to meet these expenditures from the sponsoring organization / agency.

d. Being the owner, UOG will bear the cost of maintaining as well as renewal of IP. UOG will renew the IP for a period of 3 – 5 years during which, efforts will be made by the linkages and/or technology transfer office to commercialize. In case IP is not commercialized / licensed during this period, IP will be pruned.

1.4 Patents, Industrial Design, Copyrights and Trademarks, IP Ownership Policy Statement

All rights for IP and ownership of technology, materials, tangible research, scholarly work, publication and software made by UOG faculty, staff, students, visiting Researchers and others involved with UOG programs will be governed as per the ensuing paragraph.

1.4.1 Under Full Ownership of UOG

IP rights ownership of technology, material, tangible research, scholarly work, publication and / or software made by UOG faculty, staff, students, visiting Researchers and others involved with UOG programs will be under full ownership of UOG in case of any one of the following: -

a. The Intellectual Property was generated as an outcome of sponsored research for which funds were received from any national funding agency like PSF, HEC, PARC, PHEC, PARB etc, unless the sponsoring organization has an IP policy of shared ownership.

b. The Intellectual Property was generated with significant use of funds or facilities or resources belonging to UOG or one of its constituent department, college or research Centre / institute.

c. The Intellectual Property was developed by a person or group of persons, part or whole, if they are the faculty, student, staff or employee of UOG (part-time, full time, contractual, etc.).

1.4.2 Under Partial / Mutual Ownership of UOG

IP rights ownership of technology, material, tangible research, scholarly work, publication and / or software made by UOG faculty, staff, students, visiting Researchers and others involved with UOG programs will be under partial / mutual ownership of UOG in case of any one of the following: -

a. The Intellectual Property was generated as an outcome of sponsored research for which funds were received from any international funding agency (like USAID, UNConstituents, DAAD Germany, JICA Japan, the EU etc.) only if the specific provision of funds is tied up with IP ownership to belong to sponsoring agency.

b. The Intellectual Property was generated as an outcome of sponsored research for which funds were received from any local industry or organization and the specific provision of funds was tied up with IP ownership to belong to sponsoring agency.

Where possible, UOG faculty members/ researchers **MUST** negotiate mutual ownership of IP as this will go in their own benefit in terms of sharing of revenue. However, the mutual ownership of that property will be determined prior to the University accepting the award and Pls **MUST** get prior approval from Intellectual Property and Technology Transfer Advisory committee.

1.5 Ownership Rules

1.5.1 Ownership Rules for Employees

a. IP created by UOG faculty, staff or employee becomes the property of UOG (As per UOG employment contract):

(1) Inventor : Faculty, staff or employee

(2) IP Owner : University of Gujrat

b. IP inventors by faculty / researcher or staff prior to joining UOG becomes sole property of the faculty / researcher or staff, if he / she can provide acceptable evidence that the IP was created before joining UOG. Faculty / researcher / staff must declare the IP in writing at the time of joining UOG.

1.5.2 Ownership Rules for Students

a. IP ownership of research that is performed in whole or in part by the students with financial support in the form of wages, salaries, stipends, scholarships, or grants from funds administered by UOG or external entities shall be determined in accordance with the terms of the support agreement or in the absence of such terms, the work shall become the property of the UOG.

b. IP ownership of all research performed in whole or in part by utilizing the University resources under conditions that impose copyright restrictions shall be determined in accordance with such restrictions. In the absence of such terms, the work shall become the property of UOG.

c. Students will own the copyrights to thesis not within the provisions of (a) and (b) above. However, a student shall hereunder, as a condition to a degree award, irrevocably and unconditionally grant in perpetuity to UOG the royalty to print, publish, reproduce and publicly distribute copies of his/her thesis in all languages, including but without limitation the right to publish on the Internet or by means of any other electronic medium throughout the world.

1.5.3 Ownership Rules for Individuals other than Employees

Other individuals who have an honorary association with UOG but who are neither employees nor students; for instance, senior research fellows, emeritus professors and visiting professors are required to assign the rights to any IP they create in the course of their honorary activities in the University to the UOG. The UOG may have obligations to organizations, which are funding the research in question, which it will not be able to honor without such an assignment of rights being in place. Honorary staff will be treated as if they were UOG employees for the purposes of revenue sharing. The UOG recognizes that in the case of a limited number of visiting professors (such as those who will remain employees of an industrial organization whilst at the UOG), special arrangements will need to be negotiated regarding the ownership and use of IP, which they may generate. Such arrangements will be negotiated on a case-by-case basis, generally with the individual's employer. Any individual who believes that he or she falls within such a category is required to contact UOG ORIC/IP Office for advice at the earliest opportunity.

Technology Transfer through Licensing

Being acquainted of the significant role that universities can play in knowledge economy, The University of Gujrat established the ORIC with its constituent sections. This dedicated office is responsible for the transfer of knowledge and translation of scientific results into real-world innovation.

Intellectual property belonging to a university can be diffused into the industry to have societal impact in following two ways.

1. Licensing out technologies to the industry, treated in the current chapter.
2. Formation of spin-offs and subsidiary companies: Treated in Chapter 3.

2.1 Licensing

A license agreement is a contract between UOG and a third party in which UOG rights to a technology are transferred to the licensee company (without relinquishing ownership) for financial and other benefits. Our main goals in any license agreement are to ensure that the technology will be developed by the licensee for public benefit, complying with Government and UOG policies, and, if successful, providing a reasonable financial return to UOG and the inventors of the technology. License agreements are used with both new, startup businesses and established companies.

UOG will cater all following three categories of licensing:

- a. Exclusive license
- b. Non- exclusive license
- c. License back

2.1.1 Exclusive License

A valid contract in which an IP owner authorizes another person or entity (called the licensee) to exclusively exercise one or more of the rights (or a portion of such rights) that belong to the IP owner under the IP law.

2.1.2 Non-Exclusive License

A license in which the same rights to an intellectual property are granted to several licensees within the same scope or field, consecutively or simultaneously.

2.1.3 License Back

An owner sells exclusive rights to another party while getting a non-exclusive license back to use the patent himself – for his own business or products so he is not infringing against himself and is not forced to pay licensing fees to the third party.

2.2 Licensing Process

Key starting points for customizing a licensing approach for each entity include knowing:

- a. the product benefits relative to existing products
- b. the expected customers

- c. market channels
- d. potential sales and margins
- e. additional aspects of the proposed or existing business

NOC to initiate the licensing process is to be taken from department / institute duly signed by Chairperson/HOD and all inventors and co-inventors (NOC attached in SOPs on Licensing out Technologies to the Industry, at Appendix III) by the PI.

Standard features of a license will typically include negotiated financial terms, such as annual fees, milestone fees, a royalty on product sales, and reimbursement of patent costs. They may also include a minority share of equity, in case of a startup / spinoff. The non-financial terms of the license are equally important and will include:

- a. Degree of exclusivity: nonexclusive, exclusive, or restricted by field of use
- b. Reservation of rights for UOG for their research and educational activities
- c. Performance (or “diligence”) requirements to assure that the company have the resources to develop the technology and is committed to doing so.

These diligence terms allow for tracking the progress of the technology towards commercialization

All licensing negotiations are handled directly between the ORIC/IP Office and the company. UOG Term Sheet and license agreement templates are attached in SOPs on Licensing out Technologies to the Industry, attached at Appendix III.

2.3 Distribution of Benefits

2.3.1 Distribution of Benefits among University and Inventors

The royalties and other income will be disbursed as described in the table. The term of revenue sharing will last for the life of the license.

<i>Table 1: Distribution of Benefits Annual Royalty Bracket</i>	Inventor(s) (wholly or mutually)	Department/Institute	UOG
Upto Rs 5M	60%	15%	25%
Rs 5M - Rs 10M	50%	10%	40%
Rs 10M and above	40%	5%	55%

2.3.2 Distribution of Benefits among Inventors

The inventors’ share of revenues from licensing will be divided among inventors as per an internal agreement, the sole purpose of which is to safeguard the revenue rights of all inventors involved in the development of the technology. The share of inventors will be mentioned in the NOC attached in SOPs on Licensing out Technologies to the Industry attached at Appendix III.

2.4 Control of the Intellectual Property Owned by the University

Director ORIC is responsible for processing of decisions regarding the patenting, copyrighting, licensing, loaning, selling or otherwise controlling the marketing or disposition of intellectual property that is owned in whole or in part by UOG. In doing so, he will consult the inventor, UOG ORIC/IP Office/Technology Transfer Officer(s) to arrive at a mutually-consented model. If the inventor objects to the decision, he/she has the right to appeal the decision to the Intellectual Property and Technology Transfer Advisory Committee. No irrevocable actions regarding the intellectual property will be taken while a decision is being appealed.



Chapter 3

Creation of University Companies

The University of Gujrat is a versatile University focuses mainly on basic sciences, engineering and art and design, addressing the main community of the society, supporting the researchers to transfer the outcomes of their research to the industry, businesses and social sector. For this purpose two different types of companies will established under the overarching umbrella of the parent company (to be made) as per the following details, pictorially represented below:

University of Gujrat									
UOG Holdings									
1	2	3	4		1	2	3	4	
UOG Spin-off Companies					UOG Subsidiaries				

UOG Holdings Pvt. Ltd (Parent Company)

It will be registered Holding company of the University of Gujrat. Conceptually, UOG Holdings will be a platform for the creation of new enterprises bycommercializing R&D outputs to carry on businesses based on technology, research work, technical expertise and innovative products. Under UOG Holdings Pvt. Ltd, two forms of companies will be established; Spin-Offs and Subsidiaries.

1. UOG Spin-off Companies

A university spin-off is a start-up company formed as a consequence of university activity or know-how, regardless of whether registered IP is involved, in which the university holds an equity stake.

2. UOG Subsidiaries

UOG subsidiaries are UOG owned thematic companies to be established for commercialization of fully funded Government projects as well as to commercialize projects in specific domain. These companies will be wholly owned by UOG except for minimal equity based on investment received from any investing party. Decision on distribution of shares will betaken by Intellectual Property and Tech Transfer Advisory Committee. Subsidiaries will preferably be formed around following thematic areas as per national and international priorities.

3.1 Benefits of Establishing Spin-offs

3.1.1 Wealth Generation

The primary aim of Spin-off Company is to generate wealth for founders and university and make the University, financially independent.

3.1.2 Knowledge and Technology Transfer

Formation of a spin-off is one of the several mechanisms for knowledge and technology transfer from University to the Industry.

3.1.3 Enrichment of University Profile

The international university ranking receives a positive impact with the incorporation of spin-off companies.

3.1.4 Attract Investment

Attract investment from industries and potential investors

3.2 Reasons for creating a spin-off company

It is appropriate to create a spin-off company if

- a) There is a technology or an idea that is competitive and has market potential.
- b) If the financial returns of a business by creating a company based on an IP, are greater than a licensing deal for that IP.
- c) When The university / department and the founders, all benefit from the creation of this spin-off.
- d) The expected benefits from the company, outweigh the risk.
- e) Founders are credible, enthusiastic and committed to the venture.

3.3 Spin-Off Formation

At the UOG, a spin-off company formation and development will be assisted by the ORIC. **“Founder’s Guide to Form a Spin-off at UOG” (at Appendix IV)** is a guide to the process surrounding spin-off company formation at the UOG with a view to managing expectations and optimizing the establishment of successful spin-off companies and provide a guide to safeguard specific University policies e.g. UOG Intellectual Property Rights & Technology Transfer Policy, RIC Policy etc.

3.4 The Process

The inventor with help of ORIC decides on the options of spin-offs categories given in Appendix IV. There are many aspects of company formation which require legal, taxation, accountancy and financial expertise from fully qualified and regulated professionals. The UOG will provide advisory services (less financing) in all these matters to the founders before and during

company formation / incorporation and to a limited extent after incorporation. Moreover, the UOG will assist the founders with the documentation during company formation process. An overview of the internal process leading to incorporation is given below.



IP and Technology Transfer Related Conflict Resolution

Purpose of the SOP:

To identify and resolve a possible conflict of interest that may arise during the process/prosecution of IP applications and technology transfer.

Scope of the SOP:

Whenever an applicant is filing for IPs, or transferring the technology through licensing or spin-off, conflicts may arise regarding ownership and share distribution.

SOP:

1. The applicants/complainant who contact the Intellectual Property Office regarding their IP, will be given detailed information/guideline along with the relevant documents / forms about scenarios that may be identified as a conflict of interest.
2. The complaint will be launched through Chairperson/HOD/.
3. The NIPO will then register the complaint after evaluating its validity.
4. The registered complain will be forwarded to Director ORIC.
5. Director may try to resolve the dispute through negotiations and dialogue.
6. If the applicant is convinced through dialogue, the case will then be dissolved and not perused further, however will be documented.
7. If the negotiations fail, the filed complaint will be forwarded to VC for review.
8. The VC will then notify convening of the Intellectual Property & Technology Transfer Advisory Committee.
9. Documents relating to the case will be forwarded to the committee members for review
10. After evaluation and analysis of the case, the committee will take a final decision which will be binding on all the inventors/ parties.

Standard Operating Procedure (S.O.P) – IP Application

1. The applicants, who contact the NIPO, will be given detailed information /guideline about IP applications registration procedure, also provide the following relevant forms along with few links from world database (TISC) to define novelty. a. Invention Disclosure Form (copy attached)

b. Patent Drafting Form (copy attached)

c. NOC Template (copy attached)

d. Form P-1A, Form P-3A and Form P-28

e. Revenue tickets

f. Stamp papers (attested by OATH Commissioner)

2. NIPO help applicant to prepare IP (patent, industrial design, trademark and copyrights) applications and guide them to fill relevant forms.

3. Minor scale Prior search has been done by researchers.

4. After prior art search NIPO verify the patentability of potential patent.

5. Applicant / researcher in consultation with NIPO prepare the application and provide all relevant forms (dully-filled) along with **“Non-Objection Certificate” (NOC)** signed by schools’ Principals, Chairperson/HOD and all individual inventors and co-inventors, and authorize NIPO to process the application.

6. After final evaluation and analysis, NIPO forward these applications to VC through Director ORIC for fee approval after taking fee check / Bank Draft (BD) from CIE accounts NIPO process the application with Pakistan Patent Office Karachi.

7. NIPO follow up the Patent application till its completion.

8. Any required amendment to be made during the process of completion (prosecution); NIPO will keep in touch accordingly with PPO and reply the all queries raised by PPO Examiner in consultation with applicant.

9. On the issuance or rejection of the Patent by Patent Office, Karachi, NIPO will send it to the applicant/school for information or action.

10. UOG will bear all the cost of litigation.

Invention Disclosure Form - UOG

Name:

Work phone numbers:

Mobile number:

1. Proposed Title:

a	
----------	--

2. Field Of Invention

b	
----------	--

Background and Related

Confidential
Disclosure no:
Status:

3. Art:

A	The technical problem addressed by the invention is as follows:
B	The closest related art is described as follows:
C	Advantages presented by the invention are as follows:

4. Drawing (s):

A	Drawings for this invention are: available/not available. If available, please attach.
B	Comments about drawings provided:

5. Written Description:

	The invention is described as follows: NOTE 1: Please attach additional pages as necessary. NOTE 2: If you have other documents and /or drawings related to the invention, please attach copies to this form.
--	---

6. Conception of Invention:

a	Date of conception:
b	Date of first written description:

7. Reduction to Practice:

a	Has the invention been reduced to practice?
b	Comments if any, on conception of invention and/or first written description:

8. Technical field and category of the technology:

a	This invention relates primarily to:
b	Technology sector

9. Inventor & Co- Inventor(s):**Inventor:**

a	Name:
b	Residence address:
c	Citizenship:
d	Contact information: Cell: Off ph: Email:
e	Contractual status:

10. Co- Inventor(s): (Note Add more if required)

a	Name:
b	Residence address:
c	Citizenship:
d	Contact information: Cell: Office: Email:
e	Contractual status:
f	Comments:

11. Dates of Product Testing and Release:

a	Alpha testing:
b	Beta testing:
c	General release or sale:
d	PI on assessment of the commercial potential:
e	COMMENTS on product testing and release:

12. Disclosure of Invention:

a	Has there been any disclosure or use of the invention by the public?
b	When and to whom?
c	Under a non-disclosure agreement?
d	Please attach a copy of disclosure.

13. Internal Disclosure (s):

a	First internal disclosure date:
b	Name of first person to whom invention was disclosed:
c	COMMENTS about first internal disclosure:

14. Article (s):

a	Have any articles been published?
b	Details about publication of article(s)
c	Please attach a copy of the publication article.

15. Advertisements, Press Releases and Product Announcements:

a	Any ads, press releases or product announcements?
b	Please attach a copies of ads, press releases and/or product announcement:

16. Outside Disclosure (s):

a	Have there been any disclosures outside of UOG?
b	Were all outside disclosures under a non-disclosure agreement?
c	Detail about any disclosure outside the UOG:
d	Please attach copies of the information disclosed.

17. Trade Shows and Conferences:

a	Are there any upcoming trade shows or conferences where disclosure may be?
b	Details about upcoming trade shows and/or conferences as above regard:

18. Additional Comments by Inventor:

--	--

Witnessed and understood by:

Date; _____

Date: _____



Patent Drafting Form

Form p-3A will be the first page of patent specification.

1. ABSTRACT:

2. Title and Field of Invention including background of invention

- a. The technical problem addressed by the invention is as follows
- b. The closest related art is described as follows:
- c. Advantages presented by the invention are as follows:

3. WRITTEN DETAIL DESCRIPTION:

- a. The invention is described as follows:
- b. Novelty

NOTE 1: Please attach additional pages as necessary.

NOTE 2: If you have other documents and /or drawings related to the invention, please attach copies to this form.

4. I/We CLAIMS:

- a. What is claimed is:

Date_____

Signature & stamp_____

5. DRAWING (S)

- a. Please attach.

Drawings for this invention:

Comments about drawing provided:

Date:_____

Signature stamp:_____ (on drawing each sheet)

No Objection Certificate

(For IP Filing)

It is hereby stated that the technology titled _____ is being filed for IP application with the consent of UOG Department / Institute _____.

S.No	Role	Name	Signature
1	Inventor		
2	Co-Inventor1		
3	Co-Inventor2		
4	Co-Inventor3		

HOD Research
Date _____

Dean/Director
Date _____

Standard Operating Procedure (S.O.P) - Licensing Out Technologies to the Industry

Identifying the Technology with Commercial Potential

UOG ORIC/Technology Transfer Office collects the projects with commercial viability from all departments/Institutes on regular basis or inventor whose project is completed can also approach the office directly for licensing out their technology to the industry. NOC is also required for all the projects selected for commercialization from Dean / Principal and HODs of the respective departments/Institutes. The inventor(s) are also required to decide on the percentage of share amongst themselves in presence of their Dean/Director, and sign the NOC (copy attached).

During this stage the inventors are also asked to file the intellectual property rights if not already filed while the process of marketing the technologies starts in parallel.

Matchmaking with the Industry

The projects so identified are displayed on website and showcased on different platforms through participating in industrial expos/exhibitions. BIC also invites industries on regular basis and these projects are presented to them. Once the industry shows interest in a project, then BIC arranges numerous meetings between the industry and the inventor for further demonstration of the project.

Valuation of the Technology

At this stage, a meeting is organized between the inventor and BIC to discuss the following:

- Unique selling proposition of the technology
- Team members (faculty/students) involved in developing the technology
- Time required to completely transfer the technology
- R&D cost of the project to convert the technology from lab scale to a commercial scale product, if applicable

Presenting the case to Vice Chancellor

After getting all the details from inventor regarding the project and gauging the interest of the industry, the case is put up for VC review and further advice on licensing terms and conditions.

Negotiations and Signing of Term Sheet with Industry

At this stage Technology Transfer Office discusses the terms and conditions for licensing the technology with industry. The term sheet includes the finalization of the upfront fee of the license, R&D cost, royalty rates and other terms and conditions to execute the project. Both industry and UOG gives commitment by signing the term sheet (copy attached) to mutually agree to the listed terms and conditions and to proceed further. The date for signing the licensing agreement is also finalized at this stage.

Developing and Signing of Licensing Agreement

After signing the term sheet, a detailed licensing agreement (copy attached) is developed catering all the terms and conditions for executing the project. Once developed, the legal document is vetted by UOG Intellectual Property Office and Legal Law Firm on UOG panel. It

is then shared with the industry which, after being reviewed by their legal department, is approved and finalized. The document is signed on the agreed date. Original copies of the agreement are retained by Technology Transfer Office and the industry.

Monitoring and Evaluation

Technology Transfer Office is responsible for monitoring each licensed IPR. Quarterly reports on the IPR/project is to be submitted to the Technology Transfer Office by the inventor.

Managing the Licensing Fee/Royalties

All the cash receipts are to be deposited in UOG Innovation Fund Account (to be opened) and are then distributed as per agreed terms between the inventor(s), school and the University.



No Objection Certificate (For Licensing)

It is hereby stated that the technology titled _____ is being licensed out to the industry through UOG ORIC/Technology Transfer Office) with the consent of UOG Department/Institute_____.

The technology is protected under following IPR(s):

1. _____
2. _____

The inventors of IP along with their respective revenue share are as follows:

S.No	Role	Name	Revenue Share %	Signature
1	Inventor			
2	Co-Inventor 1			
3	Co-Inventor 2			

HOD Research
Date_____

Dean/Director
Date_____

Term Sheet

Collaboration between _____ and University of Gujrat (UOG) for commercializing _____

These proposed terms of transaction (this "Term Sheet") set forth preliminary terms and conditions of a proposed agreement between (a) _____ (Licensee) and (b) UOG (Licensor), that would grant Licensee, rights to manufacture, market, and sell indigenously developed _____ in public and private sectors in Pakistan. Licensor and Licensee will negotiate in good faith, as soon as reasonably practicable, a definitive contract (the "Licensing Agreement") that may incorporate the terms and conditions set forth herein with a view toward execution of the Licensing Agreement. This Term Sheet represents only a broad outline of certain terms of the parties' understanding and neither covers all items that will not be included in the Licensing Agreement nor obligates the parties to reach and execute a Licensing Agreement.

1. Intellectual Property Rights	
2. Prosecution and Maintenance of Intellectual Property	
3. Proprietorship on Manufacturing, Marketing, and selling	
4. Responsibilities of UOG	
5. Responsibilities of industry	
6. Technology Transfer and Licensing Fee	<ul style="list-style-type: none"> • The licensing fee of Rs. _____ will be paid to UOG. • An annual royalty of _____ % will be paid to UOG.
7. Confidentiality	Both Licensee and Licensor will not share any information (whether technical, commercial or otherwise) pertaining to any aspect of the technology or the technology transfer process with a third party without mutual consent
8. Termination	<ul style="list-style-type: none"> • This Term Sheet will terminate upon the earliest to occur of the following: (a) the execution and delivery of the Licensing Agreement, (b) the date that the parties mutually agree in writing to terminate this Term Sheet, (c) the date on which Licensee notifies Licensor in writing that it no longer wants to pursue a Licensing Agreement. On

	the Termination Date, this Term Sheet will be deemed null and void and of no further force or effect, and all obligations and liabilities of the parties under the Term Sheet will expire
--	---

For and on behalf of

Name:

Title:

Date:

For and behalf of UOG

Name:

Title:

Date:



Licensing Agreement Template

University of Gujrat, Gujrat

and _____

Agreement No: 01

Date of Signature: _____, 20xx

THIS LICENSING AGREEMENT (hereinafter referred to as the “**Agreement**”) is made by and between University of Gujrat _____ a university established under the University of Gujrat Act 2004 (Act IX of 2004) (hereinafter referred to as “**Licensor** “),

And

_____ with principal offices at _____ (hereinafter referred to as “**Licensee**”).

WITNESSETH:

WHEREAS, Licensor is the owner of all right, title, and interest in Patent Nos. _____ (which patents are hereinafter collectively referred to as

the “**Licensed Patents**”);

WHEREAS, Licensee is in the business of making and selling _____, and desires to obtain a _____ license to make, use, and sell products and to practice the inventions covered by the Licensed Patents;

WHEREAS, Licensor and Licensee desire to enter into a license agreement covering the Licensed Patents; and

WHEREAS, Licensor has the right to grant a license to Licensee under the Licensed Patents and is willing to do so on the terms and conditions recited in this Agreement.

NOW, THEREFORE, in consideration of the preceding and the mutual covenants recited below, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 Licensed Patents. “Licensed Patents” as used in this Agreement shall mean the _____, collectively, and any patent issued in the future from any reissue, reexamination, divisional, continuation, and/or continuation-in-part of the Licensed Patents, including any foreign counterpart thereof.

1.2 Territory. "Territory" as used in this Agreement shall mean Pakistan and its territories and possessions.

1.3 Effective Date. "Effective Date" shall mean_____.

1.4 Term. "Term" as used in this Agreement shall mean the period beginning on the Effective Date and ending with the expiration of the last to expire of the Licensed Patents or the termination of this Agreement, whichever occurs first. This Agreement shall, if not terminated sooner, terminate at the end of the Term.

1.5 Licensed Product. "Licensed Product" as used in this Agreement shall mean certain _____ made, used, imported, sold, or offered for sale by Licensee, including, but not limited to:_____.

1.6 Past Products. "Past Products" as used in this Agreement shall mean the Licensed Products made or sold by Licensee before the Effective Date of this Agreement.

1.7 Royalty (ies). shall mean revenues received in the form of cash (or any other mutually agreed upon form) from the Licensee as a result of licensing and using, selling, making or having made the Licensed Product.

1.8 Exclusive License shall mean a license whereby the Licensee's rights are sole and entire and operate to exclude all others except as otherwise expressly provided herein.

2. LICENSE

2.1 License Grant. Subject to the terms and conditions of this Agreement and the due performance by Licensee of Licensee's obligations under this Agreement and in reliance on Licensee's representations and warranties set forth in this Agreement, Licensor hereby grants to Licensee a personal, exclusive, nonexclusive, nontransferable limited license under the Licensed Patents for the Term in the Territory to make, use, import, offer to sell and sell Licensed Products and Past Products, with no right to sublicense. This license shall not extend to any third party, subsidiary, division, or any entity acquired after the Effective Date.

2.2 Basis. The foregoing license is granted solely under the Licensed Patents. No license under any other patents or intellectual property of Licensor is granted, either expressly or by implication.

2.3 Marking. During the Term of this Agreement, Licensee shall affix to Licensed Products a statement in substantially the form: "Patent Nos._____" The Licensee shall provide Licensor with the samples of its Licensed Products evidencing proper marking as required hereunder. From time to time, and within a reasonable time after written notice from Licensor, Licensor shall have the right to inspect Licensee's Licensed Products to determine if Licensee is marking in accordance with this paragraph.

3. PAYMENTS

3.1 Running Royalty.

3.1.1 Royalty Payment. For the rights granted in this Agreement, and subject to Paragraphs 3.2 and 3.3 herein below, Licensee shall pay Licensor a royalty of _____ percent of (____ %) of Licensee's selling price for each Licensed Product manufactured, used, or sold by Licensee in the Territory or imported by Licensee into the Territory.

3.1.2 Termination of Royalty on Invalidity or Unenforceability. The royalty payments shall terminate if all of the Licensed Patents are held invalid or unenforceable. A Licensed Patent shall be deemed invalid or unenforceable under this Agreement if a court or tribunal of competent jurisdiction makes such a determination, and the determination becomes final in that it is not further reviewable through appeal or exhaustion of all permissible petitions or applications for rehearing or review.

3.2 Accrual. A running royalty as to a unit of Licensed Product shall accrue on the day the unit is shipped or invoiced to a Licensee customer, whichever occurs first.

3.3 Payment. All royalty payments to Licensor shall be made quarterly by Licensee, with the first quarter being defined as January 1 through March 31, the second quarter as April 1 through June 30, the third quarter as July 1 through September 30, and the fourth quarter as October 1 through December 31. Payment of royalties shall be made to Licensor not later than the thirtieth (30th) day (the "Due Date") after the end of the period to which the payment relates. Each royalty payment as defined herein above shall be subject to and be no less than a minimum royalty of Pakistani Rupees. _____ Per quarter.

3.4 Accounting Statements. Licensee shall provide Licensor with a statement of royalties due Licensor under this Agreement quarterly (as that term is defined in Paragraph 3.3) on or before the Due Date, setting forth the amount due to Licensor for the period and, in reasonable detail, the factual basis for calculating the amount.

3.5 Interest. Subject to the limits imposed by any applicable usury law, interest shall accrue on payments made more than ten (10) days after they are due at the rate of _____ percent (____%) per annum, compounded daily, from the due date until paid.

3.6 Books and Records and Audit. Licensee shall keep full, complete, and accurate books of account and records covering all transactions relating to this Agreement. Licensee shall preserve such books and records for a period of three (3) years after the Due Date to which the material relates. Acceptance by Licensor of an accounting statement or payment hereunder will not preclude Licensor from challenging or questioning the accuracy thereof. During the Term and for a period of one (1) year thereafter, Licensor may, upon reasonable notice in writing to Licensee, cause an independent audit to be made of the books and records of Licensee in order to verify the statements rendered under this Agreement, and prompt adjustment shall be made by the proper party to compensate for any errors disclosed by the audit. The audit shall be conducted only by an independent accountant during regular business hours and in a reasonable manner so as not to interfere with normal business activities. Audits shall be made hereunder no more frequently than annually. Before any audit may be conducted, the auditor must represent that the auditor's fee will in no manner be determined by the results of the audit and must agree to maintain the confidentiality of all confidential material to which the auditor is given access. Licensor will bear all expenses and fees of the audit, but if the audit reveals an underpayment for any quarter of more than _____(%), Licensee shall pay all such expenses and fees. Licensee shall provide samples of any new

_____, and/or a complete written description thereof, sufficient to enable Licensor to determine whether such product is covered by any of the claims of any of the Licensed Patents.

3.7 Confidentiality. Licensor and Licensee acknowledge that the amount of Licensee's payments actually made to Licensor under this Agreement are confidential and proprietary information relating to this Agreement and the business of Licensor and Licensee. Accordingly, the parties agree that each of them shall keep that information confidential and shall not disclose it, or permit it to be disclosed, to any third party (other than to agents or representatives who need to know such information). Licensor shall have the right, however, to disclose that Licensor and Licensee have entered into this Agreement, the royalty rate(s) set forth in this Agreement, that Licensee is paying for Past Products, and that Licensee has consented to the validity, enforceability, and infringement of the Licensed Patents.

4. INDEMNIFICATION

4.1 Licensee Indemnification. Licensee shall at all times during the term of this Agreement and thereafter indemnify, defend, and hold Licensor, its directors, officers, employees, and affiliates, harmless against all claims, proceedings, demands, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or out of any damage to property, or resulting from the production, manufacture, sale, use, lease, or advertisement of Licensed Products or Past Products or arising from any obligation of Licensee under this Agreement.

4.2 Licensor Indemnification. Licensor shall at all times during the term of this Agreement and thereafter indemnify, defend, and hold Licensee, its directors, officers, employees, and affiliates, harmless against all claims, proceedings, demands, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of any breach of any representation, warranty, or covenant expressly made by Licensor in this Agreement.

5. TERMINATION

5.1 Termination by Licensor. In addition to all other remedies Licensor may have, Licensor may terminate this Agreement and the licenses granted in this Agreement in the event that:

- (a) Licensee defaults in its payment to Licensor and such default continues un-remedied for a period of thirty (30) days after the Effective Date of this Agreement;
- (b) Licensee fails to perform any material obligation, warranty, duty, or responsibility or is in default with respect to any term or condition undertaken by Licensee hereunder, and such failure or default continues un-remedied for a period of thirty (30) days after written notice thereof to Licensee by Licensor;
- (c) Licensee is liquidated or dissolved;
- (d) Any assignment is made of Licensee's business for the benefit of creditors;
- (e) Licensee liquidates a substantial portion of its business or engages in a distress sale of substantially all of its assets;
- (f) A receiver, or similar officer, is appointed to take charge of a substantial part of Licensee's assets;
- (g) Licensee is unable to pay its debts as they mature; or
- (h) Any petition in bankruptcy is filed by or against Licensee that remains undischarged for sixty (60) days.

5.2 Termination by Licensee. If all the Licensed Patents are determined to be invalid or unenforceable by any court or tribunal of competent jurisdiction, and the determination becomes

final in that it is not further reviewable through appeal or exhaustion of all permissible petitions or applications for rehearing or review, Licensee may terminate this Agreement at will and shall have no further obligations hereunder.

5.3 Effect of Termination. After the termination of this Agreement, Licensee shall have no rights under the Licensed Patents.

5.4 No Discharge on Termination. No termination of this Agreement for any reason shall relieve or discharge either Licensor or Licensee from any duty, obligation, or liability that was accrued as of the date of the termination (including, without limitation, the obligation to indemnify or to pay any amounts owing as of the date of termination).

6. REPRESENTATIONS AND WARRANTIES OF LICENSOR

6.1 Right to Grant License. Licensor represents and warrants that Licensor has the right and authority to grant the licenses granted to Licensee in this Agreement and that this Agreement and the licenses granted in this Agreement do not and will not conflict with the terms of any agreement to which Licensor is a party.

6.2 Disclaimers. Except as otherwise expressly set forth in this Agreement, Licensor, its directors, officers, employees, and agents make no representations and extend no warranties of any kind, either express or implied. In particular, and without limitation, nothing in this Agreement shall be construed as:

- (a) a warranty or representation by Licensor as to the validity or scope of the Licensed Patents;
- (b) a warranty or representation by Licensor that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents of third parties;
- (c) an obligation on the part of Licensor to bring or prosecute actions against third parties for infringement of the Licensed Patents or other proprietary rights;
- (d) an obligation on the part of Licensor to furnish any manufacturing or technical information;
- (e) the granting by implication, estoppel, or otherwise of any licenses or rights under patents other than the Licensed Patents; or (f) the assumption by Licensor of any responsibilities whatever with respect to use, sale, or other disposition by Licensee or its vendees or transferees of Licensed Products.

6.3 Limitation of Liability. In no event shall Licensor, its directors, officers, employees, and affiliates be liable for incidental or consequential damages of any kind, including economic damage or injury to property and lost profits, regardless of whether Licensor shall be advised, shall have other reason to know, or in fact shall know of the possibility.

7. REPRESENTATIONS AND WARRANTIES OF LICENSEE

Licensee represents and warrants that Licensee has the right and authority to enter into this Agreement and that this Agreement and the exercise of the licenses granted hereunder does not and will not conflict with the terms of any agreement to which Licensee is a party. Except as otherwise expressly set forth in this Agreement, Licensee, its directors, officers, employees, and agents make no representations and extend no warranties of any kind, either express or implied. In particular, and without limitation, nothing in this Agreement shall be construed as an obligation on the part of Licensee to furnish any manufacturing or technical information.

8. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement will be construed to constitute the parties as partners or joint ventures or constitute either party as agent of the other, nor will any similar relationship be deemed to exist between them. Neither party shall hold itself out contrary to the terms of this paragraph, and neither party shall become liable by reason of any representation, act, or omission of the other contrary to the provisions of this paragraph. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party, whether referred to in this Agreement or not.

9. ASSIGNMENT

9.1 No Assignment. This Agreement, the rights granted to Licensee, and the duties and obligations of Licensee are all personal to Licensee, and Licensee agrees not to sell, assign, transfer, mortgage, pledge, or hypothecate any such rights in whole or in part, or delegate any of its duties or obligations under this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld. In the context of this provision, "assignment" shall include the transfer of substantially all of the assets of Licensee, or of a majority interest in the voting stock of Licensee, or the merger, consolidation, or reorganization of Licensee with one or more third parties.

9.2 Binding on Successors. This Agreement will inure to the benefit of and be binding upon Licensor, its successors, and assigns.

10. DISPUTE RESOLUTION

10.1 Arbitration of Royalty Disputes.

(a) All disputes arising between the parties in connection with this Licensing Agreement and carrying out of the obligations covenanted hereunder, shall be initially settled amicably between the licensor and licensee and in case no settlement of disputes(s) is resolved then it shall be referred and settled through Director ORIC arbitration, or mutual arbitration, under the provision of the Arbitration Act, 1940 and the venue of arbitration will be _____ and the decision will be final. (b) The power of the arbitrators shall be limited to resolving the specific issues stated by determining the royalties Licensee owes or should receive credit for, if any, under this Agreement. The power of the arbitrators shall not extend to any other matters.

11. LIMITATIONS OF RIGHTS AND AUTHORITY

11.1 Limitation of Rights. No right or title whatsoever in the Licensed Patents is granted by Licensor to Licensee, or shall be taken or assumed by Licensee, except as is specifically set forth in this Agreement.

11.2 Limitation of Authority. Neither party shall, in any respect whatsoever, be taken to be the agent or representative of the other party, and neither party shall have any authority to assume any obligation for the other party, or to commit the other party in any way.

12. MISCELLANEOUS

12.1 Computation of Time. The time in which any act provided in this Agreement is to be done shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday, or legal holiday, and then it shall also be excluded.

12.2 Notices. All notices given in connection with this Agreement shall be in writing and shall be deemed given upon actual receipt by the addressee. Notices shall be personally delivered or sent by telex or facsimile (with prompt confirmation by registered or certified air mail, postage prepaid) or by registered or certified air mail, postage prepaid, addressed to the party to be notified at the following address or at such other address as the party may designate by notice

Licensor: _____

Attention: _____
Phone: _____
Facsimile: _____

Licensee: _____
Attention: _____
Phone: _____
Facsimile: _____

12.3 Survival. The provisions of this Agreement relating to payment obligations, confidentiality, indemnification, remedies, and arbitration shall survive the expiration or termination of this Agreement.

12.4 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is invalid, illegal, unenforceable, or void. If the remainder of this Agreement is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

12.5 Waiver and Modification. No modification of any of the terms of this Agreement will be valid unless in writing and signed by both parties. No waiver by either party of a breach of this Agreement will be deemed a waiver by such party of any subsequent breach.

12.6 Headings. The headings in this Agreement are for reference only and shall not in any way control the meaning or interpretation of this Agreement.

12.7 Interpretation. No provision of this Agreement is to be interpreted for or against any party because that party or its attorney drafted the provision.

12.8 Governing Law. This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the Islamic Republic of Pakistan.

12.9 No Other Agreement. The parties each represent that in entering into this Agreement, they rely on no promise, inducement, or other agreement not expressly contained in this Agreement; that they have read this Agreement and discussed it thoroughly with their respective legal counsel; that they understand all of the provisions of this Agreement and intend to be bound by them; and that they enter into this Agreement voluntarily.

12.10 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject of this Agreement.

12.11 Counterparts. This Agreement may be executed in counterparts, which taken together shall constitute one document.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

For and on behalf of [Licensor]

_____ Date: _____, 20____

By: _____

Title: _____

For and on behalf of [Licensee]

_____ Date: _____, 20____

By: _____

Title: _____

UNIVERSITY OF GUJRAT



Founder's Guide to Form a Spin-off at UOG

1 General requirement

1.1 Business Idea

The founding members interested in forming a spin-off company at the UOG need to come up with a business idea/plan and discuss it with the Manager/In-charge/Additional Director BIC. before proceeding with the formal permission.

1.2 Permission from the University

Founding members require NOC for establishing companies, attached at Appendix V, recommendation from Intellectual Property and Technology Transfer Advisory committee, and final approval from Vice Chancellor before setting up and becoming an officer (director or company secretary) of a spin-off company.

For according permission, the interests of the University, the department/institute and the founders must all be considered by the Intellectual Property and Technology Transfer Advisory Committee and will include the following but not limited to:

- The impact on existing and future duties of founders
- The use of Intellectual Property (If required) owned by the University
- The use of University/School resources such as space, equipment, labs, library etc.
- Founder's reputation on delivery of research projects

1.3 University's Stake in the Company

The University will hold an equity stake of mutually agreed percentage in every company whether or not, involving the development and exploitation of University intellectual property, which includes know-how as well as patents and copyrighted information. The details are in section 3.8 of Appendix IV.

1.4 Appointment of University Representative

The University retains the right to appoint a Director in the company. The Director Treasurer and a Deputy Treasurer will represent the University's interest in company's proceedings.

1.5 Incentives for founders

Following incentives will be given to the founders.

1. Free of cost advisory services will be provided on a. Taxation
- b. Company registration
- c. IP filing
- d. Technology transfer
- e. Incubation services / mentorship
- f. Network enhancement
- g. Introduction with corporate mentors / investors etc.
- h. Rental space

2.0 Categories of Spin-Offs

A Spin-off may be any type of companies defined in SECP companies' ordinance 1984. At UOG, the spin-off companies can be categorized into four types.

2.1 Category A: By UOG Founders

A Spin-off created by the UOG faculty, students or staff (inventor or non-inventor, jointly or individually) that contribute through financial or intellectual capital. In this scenario IP is licensed to the founder of the spin-off with mutually decided equity share. In case of an IP, a pipeline IP agreement may be signed as part of the equity agreement that future IP arising in a given collaboration will also be owned by the university and can be licensed out to the same spin-off.

2.2 Category B: By External Party

A spin-off established, usually by an external party with a view to exploiting the technology licensed by UOG with a mutually decided equity share. In case where formal IPR is already in place, university will also charge an upfront fee for the maintenance of the IPR. A pipeline line agreement may be signed as part of the equity agreement that future IP arising in a given collaboration will also be owned by the university and can be licensed out to the same spin-off.

2.3 Category C: By Joint Venture

Third way of creating a spin-off is hybrid of first two categories. This spin-off is created by faculty, student or staff member (inventor or non-inventor, jointly or individually) involving an external investor as a team member with a mutually decided equity share. In case of an IP, a pipeline line agreement may be signed as part of the equity agreement that future IP arising in a given collaboration will also be owned by the university and can be licensed out to the same spin-off.

2.4 Category D: Consultancies/Services/Training

A spin-off can be formed by UOG faculty, students or staff to provide consultancy services and specialized trainings. Equity share will be decided with mutual agreement between founding members and UOG.

3 Pre-company formation

3.1 The Process

An overview of the internal process leading to incorporation is given below. Each of these stages is covered in detail in the following sections.

3.2 Inception

The first step is for the founders is to come up with a business idea. The idea can be based on technology developed as a result of a research conducted at UOG or it can be an idea to transfer knowledge in the form of training and consultations to industry etc.

3.3 Idea Feasibility Assessment

The Manager/In-charge/Additional Director BIC will assess the business model and assist the founders in preparing a business plan to be presented to the Intellectual Property and Technology Transfer Advisory committee for approval. The business plan is a short document that will describe the technical, financial and marketing strategy of the business.

In order for the committee to be able to review the concept and give feedback on the next steps the founders should complete a brief outline business plan of 3-5 pages. This will ensure that all of the key factors influencing the development of the company have been considered. The structure of business is attached at Appendix VI.

3.4 Meeting with Department/Institute Regarding Use of Laboratory/Library Facilities

Once a fairly robust business case has been built, the founders should meet with the Head of School/College, and other concerned parties, to discuss the proposal. Issues to be discussed include:

- Access to school facilities and resources (Laboratories, Library, etc.)

- Consultancy time and effort
- Conflict of interest issues should be identified and addressed

3.5 Commercial Viability Assessment

The outline business plan may now be presented to Intellectual Property and Technology Transfer Advisory committee, along with an equity proposition for the founders versus the University's equity stake in the new company. Once approval has been received it is possible to proceed to company formation.

3.6 Incorporation

Advisory services for the incorporation of the company will be given to the founders free of cost.

3.7 Documentation

The following documentation, where applicable, may be required. It should be stressed that these are the documents supplied by the founders to the management of UOG Holdings (Pvt.) Ltd.

3.7.1 Shareholders Agreement

This addresses the relative shareholdings between the founders, the University, management, and investors, and the protections which each shareholder seeks.

3.7.2 Technology License and Pipeline Agreements

A license will authorize the company to use any specified intellectual property owned by the University which the company wishes to use and which the University is able to make available to the company. In some cases, a Pipeline agreement for future IP arising from the laboratories of the founders may be appropriate.

3.7.3 Consultancy agreement

The spin-off company will want to secure access to the services of the founders. The arrangements between those individuals employed by the University and the company need to be approved by the Intellectual Property and Technology Transfer Advisory committee.

3.7.4 Memorandum & Articles of Association

These documents are standard company documents which set out the nature of the company's business and its operations. These will be supplied on incorporation.

3.8 Equity

3.8.1 Equity Distribution

UOG Holdings (Pvt.) Ltd will take the equity share in all spin-off companies, against no monetary contribution as per table 2. However, UOG will provide services mentioned in para 1.5 of Annex IV.

Table 2: Equity Distribution for New Spin-offs

Equity Model for New Companies				
S. No	Factors/Parameters	Range of Equity		Equity %
	Base equity of 17%	10% Variable		27%
1	Previous Project Funding By UOG	Nil upto 5M 5M - 10M 10M - 15M 15M and Above	0-8%	
	Other Funding Sources			
	Accumulated Funding			0%
				2%
				4%
				6%
				8%

2	Projected Financials	Upto 25M	1-2%	1%
		25Mand Above		2%
	Equity	Fixed Equity + Variable Equity (Min 17% to Max 27%)		

3.8.2 Legitimizing Existing Spin-offs

The companies formed by the faculty members / student / staff prior to this policy will be incorporated as a spin-off of UOG Holdings (Pvt.) Ltd. The equity share for such spin-offs will be as per following table 3:

Table 3: Equity Distribution for Existing Spin-offs

Equity Model for Established Companies				
S. No	Factors/ Parameters	Range of Equity		Equity %
	Base equity 10%	10% Variable		20%
1	Previous Project Funding By UOG		0-5%	
	Other Funding Sources			
	Accumulated Funding	Nil		0%
		upto 5M		1%
		5M - 10M		2%
		10M - 15M		3%
		15M and Above		5%
2	Actual / Projected Revenue	Upto 05M	1-5%	5%
		50-150M		3%
		50-500M		2%
		500M and Above		1%
	Equity	Fixed Equity + Variable Equity (Min 10% to Max 20%)		

The size of the shareholding that the University agrees to is dependent upon a large number of factors, and is decided on a case by case basis and includes, **but is not limited to**, the following:

- Financial projections of the company
- Business plan
- Accumulated project funding supported by UOG
- Present IP and Pipeline Agreement relating to future IP

- Pre-company formation project specific investment

◁ Assistance with company formation and development - depends on the degree of assistance pre and post company formation

- Use of the University's name and the 'goodwill' associated with it and the University's risk in allowing its' name to be used

3.9 Equity Dilution

Equity dilution in a company through investment of a third party will be decided by mutual consent of investors, founders and university IP and Tech Transfer Advisory Committee.

3.10 Dividends

This is a matter for the Board of each company. The board must balance return to shareholders with funds retained for company development. The University expects that the company should make a clear case each year to justify re-investment of profits rather than dispersal of dividends with which the University nominated Director/officer must agree.

3.11 Liability Sharing

The university will not share any financial and / or legal liability after the incorporation of the spin-off company. Any financial damages incurred by the company will not be shared by UOG Holdings (Pvt.) Ltd. and will be the sole responsibility of the founders.

3.12 Facilities and Services agreements

The majority of companies to be hosted at UOG, in general, be they of any category, will require the use of university services and facilities. The agreements cover access to and use of space, services and facilities, with a fixed amount to be paid quarterly against usage. The BIC Technology Display rent will be subsidized at the start-up rate.

3.11 Shareholders agreement

Once the equity negotiation and facilities / services agreements have been concluded, a shareholder's agreement between the University and all of the other shareholders of the company will be put in place.

3.12 Post-company formation

3.12.1 Responsibilities of Directors

Directors of companies are obliged under the regulations of SECP to act in good faith and in the best interests of the company. Founders should be aware of the responsibilities of being a company director which are substantial and personal.

3.12.2 Closure / Sell-off

The University may sell its shareholding in spin-off companies in cases where the company is administered in a manner which is damaging to the University's financial / social standing, academic or general reputation.

3.12.3 Legal assistance

Limited legal assistance will be available from the University after company incorporation but companies are strongly advised to consult their own legal advisors.

*Department/Institute Letterhead***No Objection Certificate (For Establishing a UOG Spin-off Company)**

It is hereby stated that Mr. / Ms. / Mrs. _____ is authorized to establish UOG Spin-off Company based on technology / services titled _____ through BIC Office.

UOG Department/Institute _____.

Director ORIC Office _____.

S.No	Role	Name	Signature
1	Partner		
2	Partner		

Chairperson/HOD
Date _____

Dean/Director
Date _____

UNIVERSITY OF GUJRAT



Outline Business Plan Structure

1. Summary - aim and goals of the company

2. Background

- Options and recommended business model (including justification of why spinning out is the preferred model)

- benefits to founders, School and University

3. Description of Technology, Product or Service (keep it brief)

- current status of the technology

- anticipated time to market

- IP issues - existing and future IP and status (i.e. patent, copyright, know-how)

- facilities & services required - within the University or outside - future ideas

4. The Competition

- competing technologies

- competitive advantage

5. Commercialization strategy

- route to market

6. Management

- current team

- contributions of each of the founders and desired level of involvement - future management needs - which skills are lacking or absent in the team?

7. Finance

- expenditure - how much, how soon, where from?

- income - how much, how soon?

- summary of projections

8. Exit strategy

- selling ownership

- acquisition

- merger

- shutting down of operations

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT (NDA)

EFFECTIVE DATE: _____

NAME OF PROJECT : _____

Department/Institute/Faculty: _____

VALIDITY OF NDA: -----years with effect from effective date

1.1. Parties involved in this Non Disclosure Agreement

1.2. This Non Disclosure Agreement exists between (Insert *Name of Person/company/institute*) (hereinafter referred to as “Recipient”) and University of Gujrat, Gujrat.

2.0 Commencement Date of this Non Disclosure Agreement

2.1. This Non Disclosure Agreement commences on the date indicated at the top of this page.

3.0 Purpose of this Non Disclosure Agreement

3.1. This Non Disclosure Agreement serves to protect all confidential information and intellectual property developed for and owned by University of Gujrat in its research and academic activities.

4.0. Scope of this Non Disclosure Agreement

4.1 “Confidential Information” means any Information directly or indirectly concerning, or related to the:

4.1.1 Information about the research activities of the Projects leading to products development and patents.

4.1.2 Information about the above mentioned Projects by University of Gujrat ,including but not limited:

- < Policies
- < Procedure
- < Business Rules
- < Validation Checks, all project related information
- < Process followed etc.

4.1.3 Any other information the recipient having obtained from University of Gujrat deliberately or otherwise during the course of this exercise.

5.1 Forms of Confidential Information

5.2 Confidential information and intellectual property may be:

5.2.1 Oral, written, electronic or other machine readable form

5.2.2 Translated from the original, modified, updated or altered originated or obtained by University of Gujrat

6.0 Duty to Protect

6.1. Recipient shall protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own Confidential Information of a similar nature.

6.2. Recipient must ensure that secure custody of the Confidential Information and must take all reasonable Precautions to prevent the access, use, or disclosure of this information by third parties.

6.3 Recipient shall not disclose or attempt to disclose any Confidential Information to any person or entity other than its consultants and legal advisors who need access to such Confidential Information, and shall assure that all such persons treat the Confidential Information in accordance with all of the terms hereof.

6.4 Recipient shall not make or take any copies of Confidential Information, unless previously approved by Discloser.

6.5. Recipient shall not use or attempt to use any of the Confidential Information for his/her own benefit or for the benefit of any other person or entity.

6.6 Recipient will not be authorized to use or possess the Confidential Information upon the date that his/her services to UOG are completed or terminated.

6.7 Recipient shall promptly return the Confidential Information, or certify in writing to the complete destruction thereof, as directed by UOG in writing.

6.8 The laws of Pakistan shall govern the interpretation and enforcement of this agreement.

6.9 Recipient shall be bound by conditions 6.1 through to 6.9 (inclusively) until released in writing by UOG

7.0 Remedies:

The Recipient acknowledges that he/she has been informed that if he / she breaches this Agreement UOG, in addition to terminating the Recipient's project or contract and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Recipient an amount equal to the damages that may be caused by the breach together with all costs and expenses including attorney's fees incurred by UOG in taking.

8.0 Indemnity:

The Recipient agrees to indemnify and hold harmless UOG from and against all sums of money, actions, proceedings, suits, claims, demands, costs, expenses and any other amounts whatsoever incurred as a result of the disclosure of confidential information to any third party through the Recipient's wrongful act. The provision of this clause shall survive termination of this Agreement.

Agreed to and Accepted by: (Name, Company) Department/ Institute/Faculty

Signature

(Signature of PI, HOD/ Director)

(Date)

(Date)

(Contact No, Address & E Mail)

Acknowledgment

The PMAS Arid Agriculture University, Rawalpindi which is a public sector university has already approved this document as its Intellectual Property Rights and Technology Transfer Policy 2021. The same has been adopted as University of Gujrat Intellectual Property Rights and Technology Transfer Policy 2022.

