

National Model Intellectual Property Policy for Academic and Research Institutions

**Based on the WIPO model
in collaboration with WIPO and WIPO**

Morocco, 2020

ARTICLE 1 - PREFACE

1.1. Context and mission of the Institution

- 1.1.1. The main missions of [Name of the Institution] (hereinafter referred to as "Institution") are in accordance with Article 3 of Law 01-00 on the organisation of higher education.
- 1.1.2. The Institution is committed to ensuring that intellectual property arising from its research activities is used in a manner that supports the achievement of the objectives set out in its [Charter and Statutes], and in the interests of the Institution, the Creators and, more importantly, society as a whole.

1.2. Purpose of the Intellectual Property Policy

- 1.2.1. **Promoting the use of intellectual property.** The Intellectual Property Policy aims to facilitate, through various access modalities, a wide use of the Institution's intellectual property.
- 1.2.2. **Management of intellectual property.** The Intellectual Property Policy aims to provide the framework for converting the intellectual property arising from the Institution's research into products, services and processes. It encourages Staff, Students and Visitors to be Creators and to consider the potential commercial value of intellectual property. It also establishes clear rules and procedures for the management and commercialisation of intellectual property created within the Institution.
- 1.2.3. **Reconciliation of interests.** Intellectual property policy aims to ensure the legal protection (where appropriate) and effective management and commercialisation of intellectual property, without interfering with teaching and research traditions, academic franchises, free and early publication of research and the sovereignty of the Institution, or its public service mission.

1.3. General principles

The Institution is guided by the following general principles:

- 1.3.1. **Responsible commercialisation.** Where research results in intellectual property assets with commercial potential, the Institution intends to make these available in the way that best promotes their development and use for socio-economic progress.
- 1.3.2. **Incentives.** The Institution is committed to recognising and rewarding Staff, Students and Visitors whose intellectual property has a tangible social or economic impact.
- 1.3.3. **Local development.** The Institution encourages research that meets local, national and regional needs. In its commercialisation efforts, the Institution seeks to

maximise the socio-economic benefits for Moroccan industry and to meet national economic and social¹ development needs.

ARTICLE 2 - DEFINITIONS

Without prejudice to any applicable legislation, the following definitions shall apply for the purposes of this Policy:

Author. Any person to whom this Policy applies who, individually or jointly with others, creates a design, trademark or work that may be protected by copyright and who qualifies for authorship under Law 02-00 on Copyright and Related² Rights.

Intellectual Property Management Office. The administrative unit established in accordance with Article 4.2 which is responsible for the day-to-day management of all the Institution's intellectual property activities.

Intellectual Property Committee. The body established within the Institution in accordance with Article 4.1 which is responsible for overseeing the drafting, implementation, monitoring and evolution of this Policy and for exercising strategic oversight of the Intellectual Property Management Office.

Commercialisation. Any form of use of intellectual property to generate value which may take the form of a marketable product, process or service, commercial benefits or other social advantages. The term "**commercialise**" is defined in the same way.

Conflict of commitments. Any situation in which the loyalty of a Staff Member or Visitor is not primarily to the Institution because the time spent on outside activities negatively affects his or her ability to fulfil the responsibilities of his or her employment contract or appointment, as the case³ may be.

Conflict of interest. Any situation in which the actual or perceived interests of a Staff Member, Visitor or Student may conflict with the interests of the Institution or adversely affect the employment or duties of the person concerned.

Research contract. Any type of agreement between the Institution and an external party or sponsor that may result in the creation of intellectual property assets within the Institution.

¹ NATIONAL STRATEGY FOR THE DEVELOPMENT OF SCIENTIFIC RESEARCH BY 2025.

² As amended and completed by :

- Dahir n° 1-14-97 du 20 rejev 1435 (20 May 2014) promulgating law n° 79-12 supplementing law n° 2-00 on copyright and related rights (Bulletin Officiel n° 6266 du 21 chaabane 1435 (19 June 2014), p. 3588) ;
- Dahir n° 1-05-192 of 15 moharrem 1427 (14 February 2006) promulgating law n° 34-05 modifying and completing law n° 2-00 relating to copyrights and neighbouring rights (Bulletin Officiel n° 5400 of 1ersafar 1427 (2 March 2006), p. 325).

³ Dahir No. 1.58.008 of 4 Sha'ban 1377 (24 February 1958) on the General Statute of the Civil Service as amended and completed - Contractual provisions.

This includes, but is not limited to, grant, donation and collaboration agreements with the external⁴ party or sponsor.

Contributor. Any assistant, technician or other person who has indirectly contributed to the creation of an object of intellectual property by the Creator - and as such cannot be counted as an author or inventor in terms of intellectual property rights - mainly by performing standard tasks or following specific instructions, but without whose contribution the commercialisation would not have been possible.

Creator. Any person to whom this Policy applies who creates, designs, implements, writes or otherwise makes a substantive intellectual contribution to the creation of an item of intellectual property and who meets the definition of an "inventor", "author" or "breeder" as set out generally in the intellectual⁵ property laws of Morocco.

Intellectual property expenditure. All expenses incurred by the Institution for the management and commercialisation of intellectual property giving rise to gross income.

Disclosure to the public. The communication of information relating to intellectual property to third parties. Public disclosure includes, but is not limited to, disclosure in written or oral form, communication by e-mail, online publication, news reports, press releases and interviews, magazine articles, abstracts, posters or reports, conference presentations, thesis defense, presentation of an invention at a trade show, or industrial application of an invention including existing products on the market and instructions for use.

Public domain. The freely accessible public domain in which works that are not protected by intellectual property rights, either as a result of the expiry or forfeiture of such rights, belong to everyone and may be used by anyone without the authorisation of the Creator or the rights holder.

Intellectual property rights. The exclusive rights that may be granted in respect of a literary, scientific or artistic creation, an invention, a trademark, a design, a plant variety or any other subject matter of intellectual property, provided that the legal requirements for protection are met for the purpose of obtaining, respectively, a patent, a trademark registration, a design registration or a plant variety right.

Commercialisation entity. A company that has access to the Institution's intellectual property, through one or more existing commercialisation channels, to produce new products, processes or services. It may be a spin-off company or a start-up.

Student. Any student enrolled in a course sanctioned by the Institution.

⁴ For more information on the differences between grant, donation or collaboration agreements and how ownership of intellectual property may be affected, see Article 8 of the Guidelines.

⁵ law 02-00 on copyright and related rights *as amended and completed by* :

- Dahir n° 1-14-97du 20 rejev 1435 (20 May 2014) promulgating law n° 79-12 supplementing law n° 2-00 on copyright and related rights (Bulletin Officiel n° 6266 du 21 chaabane 1435 (19 June 2014), p. 3588) ;
- Dahir n° 1-05-192 of 15 moharrem 1427 (14 February 2006) promulgating law n°34-05 modifying and completing law n° 2-00 relating to copyrights and neighbouring rights (Bulletin Officiel n° 5400 of 1ersafar 1427 (2 March 2006), p. 325).

Law No. 9-94 on the protection of new plant varieties, promulgated by Dahir No. 1-96-255 of 12 Ramadan 1417 (21 January 1997)

Intellectual Property Declaration Form. The form [set out in Annex X] to be completed by the Creators and submitted to the Intellectual Property Management Office to record their creation.

Senior official. The person within the Institution who has the ultimate decision-making power on intellectual property matters.

Institution. [Name of the institution].

Inventor. Any person to whom this Policy applies who, individually or jointly with others, creates an Invention, to be recognised as an inventor⁶.

Patentable⁷ invention.

Guidelines. The Guidelines for the Adaptation of the WIPO Model IP Policy for Academic and Research Institutions.

Training materials. Any material used in connection with or for the purpose of a training activity, whether lectures, tutorials, seminars, workshops, field or laboratory courses, assessments, practical work and other teaching activities provided by the Institution, together with any intellectual property rights relating thereto.

Staff member. Any person under contract with the Institution, including academic staff, researchers, technical and administrative staff and lecturers, whether on a full-time, part-time or temporary contract.

Model Intellectual Property Policy (or Model). This *National Model Intellectual Property Policy for Academic and Research Institutions*, to be used in conjunction with the *Guidelines for its adaptation*.

Nomination. Official approval of a Visitor by the Institution, which is a prerequisite for conducting or participating in research, creative work, scholarship or teaching within the Institution.

Policy. This [Title of the Institution's Intellectual Property Policy].

Research project. Any project which forms the basis of research undertaken by the Institution, including projects carried out by a Student, under the supervision of a Staff Member or Visitor.

Prior Intellectual Property. Any pre-existing intellectual property created prior to the execution of any research project, or prior to a Creator becoming subject to this Policy, by virtue of appointment in the case of a Visitor, contract of employment in the case of a Staff Member or enrolment in the case of a Student.

Intellectual property of the Institution. Intellectual property owned or jointly owned by the Institution.

⁶ In accordance with Articles 21, 22, 23, 24, 25, 26, 27, 28 and 29 of Law 17-97 on the Protection of Industrial Property as amended and supplemented by Law 23-13

⁷ Invention conforming to Articles 21, 22, 23, 24, 25, 26, 27, 28 and 29 of Law 17-97 on the Protection of Industrial Property as amended and supplemented by Law 23-13.

Intellectual property. Any product of creative activity in any field within the Institution in which rights can be obtained or enforced in accordance with the law. Intellectual property may include the following:

- (a) literary works, including publications reporting the results of the research and related materials, such as drafts, data sets and laboratory notebooks ;
- bteaching and training materials ;
- (c) any other original literary, dramatic, musical or artistic work, sound recording, film, broadcast, typographic presentation, multimedia work, photograph, drawing or other work created with the aid of the resources or equipment of the Institution;
- (d) databases, tables or compilations, computer software, design documents for the development of a computer program, firmware, educational software and related material;
- (e) patentable and non-patentable technical information ;
- (g) drawings and designs, including layout-designs (topographies) of integrated circuits ;
- (h) plant varieties and related information ;
- (i) business secrets ;
- j) know-how, information and data associated with any of the above; and
- k) any other work commissioned by the Institution not mentioned above.

Research⁸. Any creative activity undertaken on a systematic basis with a view to enriching the stock of knowledge of mankind, including knowledge of human beings, culture and society, and the use of this stock of knowledge to devise new applications. Research is divided into three types of activities: basic research, applied research and technical development.

Open Educational Resources (OER). Any public domain training and research material published under an open licence allowing its use and modification by others.

Genetic resources. "Genetic material of actual or potential value"⁹. Genetic material is defined as "material of plant, animal, microbial or other origin containing functional units of heredity"¹⁰. Some genetic resources are linked to traditional knowledge through their use and conservation by indigenous peoples and local communities, often from generation to generation, and are widely used in modern scientific research. Examples include medicinal plants, plant varieties and animal breeds.

Gross income from intellectual property. The total income received by the Institution as a result of the commercialisation of its intellectual property, before depreciation and deduction of related expenses, as defined in Article 10.

Net intellectual property income. The gross income from intellectual property less related expenses.

Traditional knowledge: A living body of knowledge resulting from intellectual activity in a traditional context, which includes skills, practices, techniques and innovations. Traditional knowledge is an expression of the traditional ways of life of indigenous peoples and local

⁸ Definition from the Frascati Manual.

⁹ Article 2 of the Convention on Biological Diversity.

¹⁰ Id.

communities and is passed down from generation to generation, often forming part of the cultural and spiritual identity of these communities. This knowledge is not limited to a particular technical field and may relate to agriculture, the environment or health. Often, traditional knowledge also includes knowledge associated with genetic¹¹ resources.

Business secret: Confidential information that is not publicly available and has commercial value by virtue of its confidential nature and for which the holder has taken appropriate measures to maintain confidentiality¹².

Academic work. Any copyrighted work produced by an Academic Staff Member, Student or Visitor, including research, creative and other work within their field of expertise. Does not include teaching materials, software or databases.

Substantial use. Substantial use (without financial consideration) of the Institution's resources, including, but not limited to, its premises, equipment, human resources or funds and prior intellectual property that is not publicly available. Does not include the usual use of libraries or office space.

Plant variety. Definition contained in Law 9-94 on the protection of new plant varieties promulgated by Dahir n°1-96-255 of 12 Ramadan 1417 (21 January 1997).

Visitor. Anyone who, without being a Staff Member or Student, works within the Institution by virtue of an Appointment to that effect, such as a Visiting Professor, Lecturer, Honorary Professor, Researcher, Fellow or Volunteer.

ARTICLE 3 - SCOPE OF THE POLICY

- 3.1. **Intellectual Property.** This Policy applies to all intellectual property created within the Institution, in particular by Staff, Students and Visitors.
- 3.2. **Prior intellectual property.** From the date of their engagement, enrolment or appointment, all Staff, Students and Visitors are required to declare any existing Intellectual Property that they wish to exempt from this Policy on the basis that it was created prior to their engagement, enrolment or appointment with the Institution.
- 3.3. **Conditions of application.** This Policy applies to all Staff Members, Students and Visitors who participate in a research project or write an Academic Paper. The rights and obligations arising from this Policy shall survive the termination or expiry of their appointment, registration or employment with the Institution.

¹¹ Currently, there is no internationally accepted definition of the term "traditional knowledge". The definition proposed here is only relevant for this Model.

¹² Dahir No. 1-14-116 of 2 Ramadan 1435 (30 June 2014) promulgating Law No. 104-12 on the freedom of prices and competition.

- 3.4 **Binding nature of this Policy.** Once adopted by the Board of Directors of the Institution¹³, this Policy shall be binding on the Institution, Staff Members, Students and Visitors on the following basis:
- 3.4.1 **Members of staff.** The Institution shall ensure that any contract or other agreement establishing any employment relationship between the Institution and a Member of Staff includes a clause stating that the Member of Staff falls within the scope of this Policy.
- 3.4.2 **Students participating in a research project.** The Institution shall ensure that any Student participating in a research project signs an agreement prior to the commencement of the project indicating that he/she has read and agrees to abide by the provisions of this Policy in accordance with Article 5.2.5.
- 3.4.3 **Visitors.** The Institution shall ensure that every Visitor signs his Appointment before taking up his duties. This appointment must stipulate that the Visitor falls within the scope of this Policy and expressly mention this, and a copy of this Policy must be given to the Visitor.
- 3.4.4 **Informed consent.** This Policy must be published on the Institution's website. In addition, a reference to this Policy must be included in the Students' general conditions of enrolment, university catalogues or equivalent. This reference must be sufficiently detailed to allow access to the full text.

ARTICLE 4 - GOVERNANCE AND IMPLEMENTATION

4.1 Intellectual Property Committee

- 4.1.1 **Purpose.** The Institution shall establish an Intellectual Property Committee to oversee the implementation and development of this Policy and to make recommendations to the Intellectual Property Management Office (in accordance with Article 4.2 below)¹⁴.
- 4.1.2 **Composition.** The Intellectual Property Committee shall consist of Permanent Members, for example
The Senior Officer, the Director of the Intellectual Property Management Office, the Director(s) of the doctoral school(s), Deans (in the case of universities), and/or Head of the Commercialisation and Technology Transfer Department, Head of the Communication Department, etc. (in the case of research institutes); it is chaired by the Senior Officer (e.g. the Vice-President for Scientific Cooperation and Research) or any other person designated to replace him/her. (in the case of research institutes); it is chaired by the senior official (e.g. the Vice-President responsible for

¹³ University Council in the case of universities.

¹⁴ Committee decided and validated by the Board of Directors of the Institution.

scientific cooperation and research) or any other person designated to replace him/her. The Committee may call on guests for consultation.

4.1.3 **Responsibilities.** The Intellectual Property Committee is the ultimate decision-making body on strategy for the management and commercialisation of intellectual property.

4.1.4 **Meetings.** The Intellectual Property Committee shall meet periodically and may also organise ad hoc meetings.

4.2 Intellectual Property Management Office

4.2.1 **Purpose.** The Institution shall establish an Intellectual Property Management Office or designate a body within the Institution or within another organisation for this purpose, with a view to assisting the Institution in managing and marketing its intellectual property in the form most likely to promote its development and use in the most socio-economically advantageous manner.

4.2.2 **Responsibilities.** The responsibilities of the Intellectual Property Management Office include, but are not limited to

- a. Information/awareness raising for Creators ;
- b. Managing the relationship with Creators ;
- c. The management of intellectual property as a result of research carried out by the Institution;
- d. Commercialization of technology and negotiation of intellectual property contracts;
- e. Management of intellectual property contracts ;
- f. The distribution of expenditure and income related to intellectual property.

ARTICLE 5 - OWNERSHIP AND RIGHTS OF USE OF INTELLECTUAL PROPERTY

5.1 Intellectual property created by staff members

5.1.1 **Property vested in the Institution.** The Institution shall be the owner of any intellectual property asset created by a Member of its staff:

- a. in the course of and in connection with the performance of his duties; or
- b. making substantial use of the Institution's resources.

5.1.2 **Ownership by Staff Members.** Staff Members shall be the owners or co-owners of the intellectual property assets created by them:

- a. outside the performance of their duties and without making substantial¹⁵ use of the Institution's resources;
- b. when writing an academic paper (see Article 5.5);

¹⁵ Use is not deemed to be substantial if the costs incurred by the Institution are minimal (e.g. use of office space, library, facilities or computers), if the Creator has only made substantial use of the Institution's facilities over a short period of time, or if the Creator has written or created the intellectual property on his or her own (unpaid) time.

- c. if the Institution has no possibility or intention to claim ownership and has notified this in writing.

5.1.3 **Intellectual property arising from a Research Contract.** In the absence of provisions to the contrary in national legislation or other than a substantial use of the Institution's resources, the ownership of any intellectual property assets created by Staff Members in the context of a project subject to a Research Contract shall be governed by the terms and conditions of the Research Contract as set out in Article 7.

5.1.4 **Appointment of a Member of Staff to another Institution**¹⁶. It is the responsibility of any Member of Staff holding an honorary, teaching or research appointment at another Institution (Host Institution) to bring to the attention of the Host Institution, and in particular its Intellectual Property Management Office, his or her obligations under this Policy, prior to taking up his or her appointment at that Host Institution. If the Host Institution's intellectual property policy provides for the vesting in the Host Institution of intellectual property created by the Staff Member by virtue of such appointment, the Staff Member concerned shall ensure that the Host Institution negotiates an appropriate arrangement with the Institution in this regard.

5.2 Intellectual Property created by Students

5.2.1 **Ownership by Students.** The Student owns any intellectual property created by him/her in the course of his/her studies at the Institution (including theses, dissertations and other Academic Works). The situation is different in the case of an intellectual property asset created by a Student as part of a Research Project, in accordance with Article 5.2.3.

5.2.2 **Theses and dissertations.** The Student must deposit the final thesis or dissertation in the Institution's archives.
In addition, the Student must grant the Institution a royalty-free licence to reproduce the thesis or dissertation and to disseminate the copies thus produced¹⁷ to the public.

5.2.3 **Property vested in the Institution.** The Institution shall own any intellectual property assets arising from a Student's Research Project under the following conditions:

- a. the intellectual property has been created by making substantial use of the Institution's resources (other than supervision) and there is no financial consideration agreement between the Institution and the Student; or
- b. the research carried out by the Student is part of the Institution's Research Projects defined by a written agreement between the student and the Institution for participation in the research.

¹⁶ As a Visitor.

¹⁷ The Institution's regulations generally provide, as a condition of registration, that the Institution reserves the right to retain the original or a copy of any thesis under a licence as described in Article 5.2.2. Reference should be made to the applicable regulations. This provision shall not affect any copyright or other intellectual property rights that may exist in such theses.

- 5.2.4 **Intellectual property arising from a Research Contract**¹⁸. Ownership of any intellectual property created by a Student in the course of carrying out a Research Contract shall be governed by the terms and conditions of that Research Contract as set out in Article 8.
- 5.2.5 **Responsibilities of the Institution as owner of intellectual**¹⁹ **property**. If ownership of intellectual property created by a Student is vested in the Institution in accordance with Article 5.2.3 or 5.2.4, namely under a Research Project or a Research Contract respectively, the Institution shall :
- a. explain to the Student the reasons for the transfer of intellectual property rights to the Institution;
 - b. recommend that the Student seek independent expert advice on this disposal;
 - c. obtain from the Student a deed of assignment of all intellectual property rights arising from the Contract or Research Project, as the case may be, in return for the revenue sharing provided for in Article 10; and
 - d. remove the Student from the Project or Research Contract if the Student refuses to assign the intellectual property rights to the Institution.
- 5.2.6 **Scholarships**. Any external party awarding a Scholarship to a Student may claim ownership of the intellectual property assets created by the Student in the course of his/her studies at the Institution, provided that the Student and the Institution have consented in writing to such assignment and that such assignment is not contrary to applicable local or national law.
- 5.2.7 **Property vested in Students**. The Intellectual Property Management Office may, with the agreement of the Students, offer commercialisation services to the Students of their intellectual property.
- [Option 1:** In this case, Students may be required to assign their intellectual property to the Institution and will be subject to the same rights and obligations as Staff Members under this Policy].
- [Option 2:** Failing assignment of the intellectual property to the Institution, the Student and the Intellectual Property Management Office may agree the commercialisation services to be provided], **[Option 2a:** at no cost to the Student;] **[Option 2b:** in return for an agreed royalty for the benefit of the Institution] **[Option 2c:** or sharing of the commercialisation income received by the Student].

5.3 Intellectual property created by Visitors

- 5.3.1 **Property vested in the Institution**. Unless otherwise agreed in writing between the Host Institution and the Visitor's home Institution before he takes up his duties, the Visitor shall assign to the Institution any intellectual property assets created by him:
- a. in the exercise of and in connection with his or her Appointment; or
 - b. making substantial use of the Institution's resources.
- 5.3.2 **Intellectual property of the Institution**. Upon leaving the Institution, a Visitor shall sign and deliver to the Intellectual Property Management Office a Declaration Form

¹⁸ In other words, if the Student is participating in a Project under a Research Contract between the Institution and an external entity or sponsor.

¹⁹ See also Article 3.4.2 of this Policy.

setting out any intellectual property assets created, in accordance with Article 5.3.1, during his/her stay at the Institution.

5.4 Special rules for teaching materials

- 5.4.1 **Ownership by the Institution.** The Institution shall be the owner of any learning materials created by a Staff Member or Visitor, with the exception of materials created from or for Open Educational Resources in accordance with Article 5.7.1.
- 5.4.2 **Licence granted by the Institution.** The Institution grants to the Creators of teaching materials a non-exclusive, royalty-free licence to use them for teaching and research purposes within the Institution. Subject to the express written authorisation of the Institution, this licence may be used for commercial purposes outside the Institution.

5.5 Special rules applicable to university work

- 5.5.1 **Publication.** The Institution recognises the right of Staff Members, Students and Visitors to publish their Academic Work and encourages the exercise of this right, provided that any publication which may disclose intellectual property is authorised in advance by the Intellectual Property Management Office after having had the opportunity to protect the Institution's intellectual property in accordance with Article 8.
- 5.5.2 **Archives of the Institution.** Members of staff, Students and Visitors should undertake to obtain the publisher's permission to place their published Academic Works in the Institution's archives.
- 5.5.3 **Licence granted to the Institution.** Staff, Students²⁰ and Visitors grant the Institution a non-exclusive royalty-free licence to use their Academic Works in the administrative, promotional, research and teaching activities of the Institution.

5.6 Moral rights

- 5.6.1 **Recognition.** The Institution undertakes to respect and protect moral rights in accordance with Article 9 of Law 02-00 on copyright and related rights as supplemented and amended²¹.
- 5.6.2 **Rights granted.** The Institution recognises the moral rights conferred on authors of protected works independently of the owner of the rights in these works, in accordance with the provisions of Article 5.6.1 above.

²⁰ This obligation may be imposed on Students by means of a clause in the registration form providing for the grant of such a licence to the Institution.

²¹ -Dahir n° 1-14-97 du 20 rejab 1435 (20 May 2014) promulgating law n° 79-12 supplementing law n° 2-00 on copyright and related rights (Bulletin Officiel n° 6266 du 21 chaabane 1435 (19 June 2014), p. 3588) ;

-Dahir n° 1-05-192 of 15 moharrem 1427 (14 February 2006) promulgating law n° 34-05 modifying and completing law n° 2-00 relating to copyrights and neighbouring rights (Bulletin Officiel n° 5400 of 1ersafar 1427 (2 March 2006), p. 325).

Law n° 9-94 on the protection of new plant varieties, promulgated by dahir n° 1-96-255 of 12 Ramadan 1417 (21 January 1997)

- 5.6.3 **Non-waiver.** The Institution does not require Staff, Students or Visitors to waive their moral rights as a condition of employment, registration, appointment or funding.

5.7 Public domain

- 5.7.1 **Public domain.** The Institution's intellectual property is in the public domain in the following cases:
- a. where the Research Contract expressly so provides; or
 - b. where Staff Members or Visitors have made use of free or open-source or Creative Commons licensed Educational Resources ²²and the terms of the licence require that any derivative works fall into the public domain.
- 5.7.2 **Entry into the public domain.** The Institution shall make its intellectual property public in the following cases:
- a. when justified by the public interest;
 - b. where the commercial or development potential and prospects for creating new products or services are low; or
 - c. when it considers it necessary.

ARTICLE 6 - PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

- 6.1 **Right to publish.** The Institution recognises the right of any Creator to decide whether and when to publish the results of his or her research and encourages the exercise of this right, in accordance with Article 5.5.
- 6.2 **Non-disclosure for intellectual property protection purposes.** With respect to the right of publication, Creators should be aware that premature disclosure to the public may result in the loss of intellectual²³ property rights. Accordingly, they are strongly encouraged to take all reasonable steps as soon as possible to identify, in accordance with Article 8, any intellectual property assets that may be protected and they should consult the Intellectual Property Management Office before disclosing any of the Institution's intellectual property assets.
- 6.3. **Business secrets.** The Institution may protect certain confidential information as a trade secret. In this case, every Creator is obliged to respect the confidentiality of the Trade Secrets and to comply with the instructions of the Intellectual Property Management Office in this respect.

²² Creative Commons is a non-profit organisation that aims to facilitate the dissemination and use of works created by others, consistent with national copyright laws. Creative Commons licences provide a simple and harmonised way of allowing users to share and use creative works and academic works. They allow creators to specify the rights they reserve for themselves and those they waive for the benefit of others.

²³ Patents protect technical inventions, but subject to strict procedures and rules. No patent can be granted if the invention has already been made known to the public, so care must be taken to avoid premature disclosure before a patent application is filed.

ARTICLE 7 - RESEARCH CONTRACTS

- 7.1 **Authority.** Members of staff, Students and Visitors are not authorised to enter into a Research Contract with a third party on behalf of the Institution, unless expressly authorised by an official representative of the Institution.
- 7.2 **Policy on Research Contracts.** Any Research Contract must be executed in accordance with the Institution's Policy on Research Contracts (if any) [headed XX]²⁴.
- 7.3 **Duty of care.** Any person acting in the name of or on behalf of the Institution shall take appropriate action and consult the Intellectual Property Management Office when negotiating or signing a contract that may affect the Institution's intellectual property rights.
- 7.4 **Ownership and rights of use.** Subject to any contrary provisions in the legislation, issues of ownership and rights of use shall be agreed with the external entity in accordance with the Guidelines set out in [Annex XX].
- 7.5 **Public regulation.** Any Research Contract must comply with the legislation or public regulations applicable to the research undertaken by the Institution, in particular as regards the ownership of intellectual property resulting from such research. In this respect, the competent person of the Institution responsible for legal matters shall be consulted before any Research Contract is signed, unless the Institution has entrusted this responsibility to the Intellectual Property Management Office.
- 7.6 **Approval.** Prior to signature, a full copy of any proposed Research Contract or other legal statement relating to the Institution's intellectual property rights must be submitted to the Intellectual Property Management Office for advice and then to the Senior Officer for approval, unless the Institution has assigned this responsibility to the Intellectual Property Management Office.
- 7.7. **Basic principles.** Any clause in a Research Contract relating to intellectual property is subject to the following basic principles:
- 7.7.1 **Prior agreement.** Any Research Agreement shall be in writing and signed by the Institution and the external parties or sponsors prior to the commencement of any Research Project and shall, where applicable and without limitation, set out the general terms and conditions relating to the ownership, management and use of the resulting Intellectual Property as well as prior Intellectual Property.
- 7.7.2 **Prior Intellectual Property.** Any prior intellectual property of the Institution shall be properly recorded and declared prior to the entry into force of any Research Contract and shall belong to the Institution. Similarly, any prior intellectual property of the external party or sponsor remains its property.

²⁴ In principle, Research Contracts should be subject to a specific policy. Article 8 of this Model deals only with intellectual property ownership clauses and options for contracts, grants or donations.

Use of such prior intellectual property shall be subject to express written permission to that effect.

7.7.3 Subsequent Intellectual Property (arising from the Research Contract). Intellectual property created under a Research Contract by a Staff Member, Student or Visitor is governed by the above provisions relating to intellectual property created by those parties. The general rule is that ownership of the intellectual property so created shall vest in the Institution.

7.7.4 Co-ownership of subsequent intellectual property

a. **Terms and conditions.** Joint ownership of assets created under a Research Contract shall be governed by the provisions of national law, failing which it shall be allocated in accordance with the contractual terms.

b. **Expenses related to obtaining and maintaining the rights to shared intellectual property.** Expenses incurred for the purpose of obtaining and maintaining intellectual property rights shall be shared between the Institution and the external party or sponsor in accordance with the contractual terms.

7.7.5 Intellectual property arising by chance²⁵. Any intellectual property created in the course of the performance of a Research Contract which falls outside the scope of that Contract shall belong to the Institution or to the party or external sponsor who created it, unless otherwise provided for in the Research Contract.

7.7.6 Right of first refusal. The Research Contract may contain clauses granting the external party or sponsor a right of first refusal to commercialise the resulting intellectual property by virtue of a licence, joint venture agreement or assignment.

7.7.7 Postponement of publication. The Institution scrupulously respects the right of any Creator to publish his or her work. However, it recognises that it is often necessary to postpone publication in order to initiate the procedure for obtaining legal protection of intellectual property. In this respect, the Institution shall agree by contract, on a case-by-case basis, to the postponement of publication by the Creator. Such a postponement may not generally exceed 90 calendar days from the date on which the Intellectual Property Management Office was informed of the intention to publish, unless otherwise authorised by the Senior Officer.

7.7.8 Use of Intellectual Property for research and teaching purposes. Where the Institution's Intellectual Property is exclusively licensed or assigned under a Research Contract, every effort should be made to obtain a royalty-free licence to use the Intellectual Property for research and teaching purposes.

7.8 Derogation from the Policy. In certain cases, it may be necessary or even beneficial for the Institution to enter into a Research Contract providing for

²⁵ Results are said to occur by chance when research initially funded to achieve one objective turns out to be useful for other purposes.

derogations from the provisions of this Policy. Any derogation requires the prior written approval of the Senior Official.

ARTICLE 8 - DECISIONS OF THE INTELLECTUAL PROPERTY MANAGEMENT OFFICE

8.1 Obligation to declare intellectual property

- 8.1.1 **Record.** Every Creator shall keep proper records of its searches in accordance with the Institution's applicable procedures and shall take reasonable steps to ensure that access to such records is restricted to those persons within the Institution who are likely to need them in the course of their duties.
- 8.1.2 **Declaration of intellectual property.** When a Creator identifies a potential intellectual property asset in the results of his/her research or that of his/her team, he/she is required to inform the Intellectual Property Management Office without delay by means of an Intellectual Property Declaration Form, prescribed for this purpose. This declaration form must be signed by all creators (inventors/authors), prior to providing it to the Intellectual Property Management Office, so that it can be officially received by the Office.
- 8.1.3 **Completeness of the declaration.** Creators shall provide the Intellectual Property Management Office with sufficiently complete and accurate information to enable it to understand all the technical and related features and functions, ownership and commercial potential of that intellectual property asset and to determine the protection that may apply. Once completed, the Intellectual Property Declaration is recorded and assigned a reference number which is transmitted by the Intellectual Property Management Office to the Creator to signify receipt of the declaration.
- 8.1.4 **Clause on disclosure of intellectual property relating to genetic resources or traditional knowledge.** Where a potential intellectual property asset has been developed using genetic resources or traditional knowledge, the Intellectual Property Management Office may require the Creator to disclose the relevant information in accordance with national²⁶ law.

8.2 Paternity and ownership

- 8.2.1 **Authorship.** Each Creator shall, upon request, sign the appropriate legal documents provided by the Intellectual Property Management Office attesting to his/her status as a Creator. In the event of multiple Creators and a dispute as to the contribution of each, the Intellectual Property Management Office, in consultation with the Creators, shall assist in determining the corresponding distribution, failing which it shall be assumed that the contribution is equal.
- 8.2.2 **Ownership.** Once authorship has been established, the Creator shall be required to formally assign to the Institution any right, title or interest in such intellectual property by means of an agreement which shall set out the rights vested in the

²⁶ Morocco does not have specific legislation on traditional knowledge, folklore is protected under law 02-00, otherwise it is necessary to resort to industrial property (trademarks, geographical indications, names of origin, etc.). There is only a draft law on the protection of traditional knowledge 53-17 which has not yet been voted.

Creator and the Institution and the obligations of the Creator in terms of assisting the Institution in the commercialisation of the intellectual property. Article 9.3 shall apply.

8.3 Decisions on the protection and commercialisation of intellectual property

- 8.3.1 **Evaluation and recommendation.** The Intellectual Property Management Office analyses the information submitted in the IP Statement within 60 to 90 days, usually from the date of receipt. The purpose of this analysis is to establish whether the intellectual property is protectable, its economic viability or commercial potential and the possible rights of third parties such as funders or collaborators. Following this assessment, the Intellectual Property Management Office prepares a preliminary report with conclusions to help the Institution decide whether to protect and commercialise the intellectual property. The Intellectual Property Management Office shall share its preliminary report with the Creator and seek its advice in this regard.
- 8.3.2 **Decision to protect and commercialise.** The Institution shall decide as soon as possible whether it wishes to protect and commercialise the intellectual property. The Intellectual Property Management Office shall endeavour to inform the Creator of the Institution's decision within 60 days to 90 days, generally, from the date of receipt of the Intellectual Property Statement. The Intellectual Property Management Office shall also rule on the validity of any claim by a Staff Member, Student or Visitor to be the true Creator of the Intellectual Property and their rights under this Policy.
- 8.3.3 **Obligation of the Institution to inform the Creator of its decision.** Within a maximum period of 60 days to 90 days, in general, from the date of receipt of the Declaration of Intellectual Property, the Intellectual Property Management Office shall inform the Creator of the Institution's decision on the protection and commercialisation of the declared intellectual property.

8.4 Choice of the Institution not to protect and commercialise intellectual property

- 8.4.1. **Abandoned or unmarketed intellectual property.** The Institution reserves the right not to protect or commercialise the intellectual property it owns if, after consultation with the Creator :
- a. it finds that there is no reasonable prospect of commercial success;
 - b. it considers that this is not in the interest of the Institution; or
 - c. it believes that this is not in the public interest.
- 8.4.2 **Transfer of ownership.** In the event that the Institution decides not to protect or commercialise the intellectual property, it shall do its utmost to return the intellectual property rights to the Creator, subject to any contractual rights of third parties or sponsors.

- 8.4.3 **Written notification.** As soon as the Institution is unable to protect or market the intellectual property asset or decides not to do so, it shall inform, in writing and in good²⁷ time, any Creator concerned.
- 8.4.4 **No impediment to the protection of intellectual property.** The Creator shall receive written notice in sufficient time to enable him to take the necessary steps to ensure the protection of the intellectual property, if he so wishes.
- 8.4.5 **Assignment.** If the Creator accepts the assignment of the intellectual property in his favour, the Institution shall ensure the implementation of the assignment without delay.
- 8.4.6 **General conditions.** Where the Institution assigns its intellectual property rights to the Creator in accordance with Article 8.4.5, such assignment may be subject to either or both of the following general conditions:
- a. in the event of commercialisation, the Institution shall be compensated for any expenses incurred by it in protecting or commercialising the intellectual property; and/or
 - b. the Institution is granted a non-exclusive royalty-free licence to use the intellectual property for research and teaching purposes.

ARTICLE 9 - COMMERCIALISATION OF INTELLECTUAL PROPERTY

- 9.1 **Determination of the commercialisation strategy.** Within a period generally of three to six months following the decision to protect or commercialise the intellectual property in accordance with Article 8.3.2, the Institution shall determine, after consultation with the Creator, the most appropriate marketing strategy.
- 9.2 **Assistance to the Intellectual Property Management Office.** Any Creator whose Intellectual Property has been retained by the Institution for protection and commercialisation shall be obliged to provide reasonable assistance to the Intellectual Property Management Office in the evaluation, protection (including the prevention of premature disclosure and the execution of any document such as a deed of assignment or certificate of authorship) and commercialisation of the Intellectual Property.
- 9.3 **Sovereignty and cooperation.** Any decision concerning the commercialisation of intellectual property held by the Institution shall be at its discretion. Notwithstanding this, the Institution shall ensure that reasonable arrangements are made to inform the Creator of the commercialisation of intellectual property to which it has contributed and, where appropriate, to involve it in this process. The responsibility for planning, implementing and monitoring the commercialisation of the Institution's Intellectual Property shall rest with the Intellectual Property Management Office.
- 9.4 **Marketing methods.** The following marketing methods may be considered:
- a. licensing, exclusive or non-exclusive, and its variations
 - b. transfer (sale) in exceptional circumstances;

²⁷ "Timely" means sufficiently short so as not to cause any loss of intellectual property rights.

- c. the establishment of a marketing entity to which intellectual property is licensed or assigned under this Policy;
- d. non-profit use or donation;
- e. the creation of joint ventures;
- f. royalty-free access on humanitarian or other grounds; or
- g. a combination of several of the above.

9.5 **Guiding principles.** Without prejudice to the marketing method chosen, the transaction will be executed by means of a contract which :

- a. protects the interests of the Institution, its Staff, Students and Visitors;
- b. reserves the right of the Institution to use the intellectual property for teaching and research purposes;
- c. ensures that intellectual property is used in a manner consistent with the public interest;
- d. ensures that the intellectual property will be developed and commercialised into useful goods or services; and
- e. prohibits any "hoarding"²⁸ of intellectual property or its use in an illegal or unethical manner.

9.6 The Institution strives to commercialise intellectual property in a way that promotes local, regional and national economic development.

9.7 The Institution strives to commercialise intellectual property in a way that encourages and facilitates business creation and supports commercialisation entities.

ARTICLE 10 - INCENTIVES AND INCOME DISTRIBUTION

10.1. Institution's incentive system

10.1.1 **Purpose and scope.** In order to promote knowledge transfer, the Institution shall consider the possibility of providing incentives to researchers to encourage research with a socio-economic impact; such incentives may be financial or non-financial. Any Creator/Contributor may receive incentives for each intellectual property asset created by him/her that is commercialised.

10.2. Revenue sharing

10.2.1. **General.** In accordance with the minimum requirements established by the applicable national legislation as prescribed in Article 18 of Law 17-97 as amended and completed by Law 23-13, the Institution shall associate the Creators/Contributors with the financial benefits it may derive from the commercialisation of its intellectual property.

²⁸ Applies to intellectual property and inventions that are not explored, licensed or used.

10.2.2. **Calculation of income for distribution purposes.** The calculation of gross and net income and expenditure on intellectual property is carried out in accordance with the following²⁹ rules:

10.2.2.1. **Calculation of the gross income from intellectual property.** Gross income from intellectual property" is defined in Article 2 as "*all income received by the Institution from the commercialisation of its intellectual property before depreciation and deduction of expenses relating thereto*" and includes, but is not limited to: proceeds from the sale of intellectual property, option payments received, licence fees, advances and maturities received, royalties received, dividends, commissions and income from the disposal of equity shares and the direct sale of products or services

10.2.2.2. **Intellectual property expenditure.** Intellectual property expenditure" is defined in Article 2 as "*all expenditure incurred by the Institution for the purpose of managing and commercialising intellectual property giving rise to the receipt of gross revenue*" and includes, but is not limited to (i) expenses incurred by the Institution in respect of payments due to external entities for the purpose of obtaining, maintaining and defending intellectual property rights, such as filing fees and legal costs; (ii) expenditure incurred by the Institution in respect of the assignment or licensing of intellectual property, including costs relating to marketing and the negotiation and drafting of contracts; and (iii) costs relating to the manufacture, transport or distribution of products, processes or services incorporating intellectual property, excluding staff and overhead costs.

10.2.2.3. **Calculation of net income from intellectual property.** The Intellectual Property Management Office shall maintain accurate and transparent records of the expenses incurred in respect of a particular intellectual property asset and shall be able to recover all expenses referred to in Article 10.2.2.2. Net intellectual property income" means gross intellectual property income less expenses.

10.2.2.4. **Co-ownership.** Where the intellectual property is jointly owned by the Institution and an external organisation, the gross income from the intellectual property received by the Institution shall be shared according to a contractually agreed formula. Once the gross and net income of the intellectual property has been determined, the income shall be distributed in accordance with Articles 10.2.3.1 and 10.2.3.2.

10.2.3. **Revenue sharing - Creators/Contributors**

10.2.3.1. **Creator's standard share**

[Option 1] [33%] % of the gross income of the intellectual property **[Option:** the first [Dhs 1,000,000] of the gross income of the intellectual property] shall be allocated to the Designer. In case of multiple Creators, they shall be entitled to receive an equal or pro rata share of their

²⁹ Article 10.2 should be adapted to applicable national laws that may contain mandatory rules on the calculation of gross and net IP income or profit sharing. National laws may establish minimum requirements, but this does not prevent the Institution from being more generous; for example, if national law requires the redistribution of 20% of the gross IP income, it may legally provide for the distribution of 25%.

contribution of 40% of the gross income of the intellectual property. Thereafter, the Creator(s) shall be entitled to 25% of the net income from the intellectual property.

[Option 2] [33% of the net income of the intellectual property shall be allocated to the Creator. In the event of more than one Creator, the Creators shall be entitled to receive an equal or pro rata share of their contribution of [40% of the net income of the intellectual property, unless otherwise expressly provided for in a prior agreement between the Creators.

10.2.3.2. Standard contributor's share.

The Institution may reserve [figure]% of the net income of the intellectual property for the benefit of the Contributors. In case of multiple Contributors, the latter are entitled to receive an equal or pro rata share of their actual contribution of [figure]% of the net income of the intellectual property, unless otherwise expressly provided for in an agreement previously concluded between the Contributors.

Disputes. In the event of a dispute or uncertainty as to the share of the net income from the intellectual property that accrues to the Creator/Contributor of an intellectual property asset, the matter shall be referred to the Intellectual Property Committee for a ruling³⁰.

10.2.3.3. Payment. The Institution shall make payments to the Creators/Contributors periodically as agreed in writing, but no later (generally 12 months) than the receipt of the gross income from the Intellectual Property by the Institution.

10.2.3.4. Taxes. Payments made under Article 10.2.3.4 are subject to income tax³¹. **[Optional]** The Institution may, if required by national tax law, deduct any tax before payment to the Creators/Contributors.

10.2.3.5. Duration of the right to be associated with revenue sharing. Creators/Contributors and their successors in title shall be entitled to revenue sharing for as long as the Institution derives gross income from the commercialisation of its intellectual property. This right shall continue until the termination or expiry of the commitment].

10.2.3.6. Bank details. It is the responsibility of any Creator/Contributor to ensure that the Institution has up-to-date bank details for the purposes of revenue sharing. The Institution shall retain the Creator's/Contributor's share of the income from the Intellectual Property for a maximum period of three (3) years, at the end of which time the Creator/Contributor shall forfeit all rights thereto. If the Institution pays the amount into a bank account other than that of the beneficiary due to information that is not accurate or up to date, it shall be released from any obligation or liability with regard to such payment, which shall be deemed to have been made in due form.

³⁰ Any dispute relating to the additional remuneration that the employee may receive as a result of his invention shall be submitted to the court. (Law 23-13, Article 18)

³¹ Consult national tax legislation.

- 10.2.4. **Revenue sharing - Institution.** The Institution's share of the net income from intellectual property is shared internally as follows

[figure]% to research funding;
[figure]% to the Intellectual Property Management Office;
[figure]% to expenditure on intellectual property management and litigation costs; and
[figure]% to overheads.

10.3. Other incentives

- 10.3.1. **General.** As a matter of principle, the Institution shall not accept any non-pecuniary benefit from the commercialisation of its intellectual property or offer incentives in any form other than revenue sharing, except where such measures are additional to the revenue shared under Articles 10.2.3.1 and 10.2.3.2, as the case may be. It may, however, depending on the circumstances, consider offering other incentives in the absence of monetary benefits (revenues) or where the Creator/Contributor chooses a form of reward other than revenue sharing, which may be slow to materialise. In particular, the incentives referred to in Articles 10.3.2 to 10.3.4 may be considered.

- 10.3.2. **Development, support and recognition.** A mechanism should be established for the personal and professional development of the Creator/Contributor, including (i) recognition of achievements in the creation and commercialisation of IP assets in professional assessment procedures and (ii) business or capacity building support, such as tailored training, sabbaticals, or local or international exchanges in their field of research or in the area of IP management and knowledge transfer

- 10.3.3. **Funding for research.** The Institution, through its Intellectual Property Management Office, actively encourages, negotiates or facilitates the conclusion of collaborative agreements with private partners with a view to securing funding for the research carried out by the Creators/Contributors.

10.3.4. Granting the Creator/Contributor shares in a marketing entity or other licensee

10.3.4.1. In the event that a Creator/Contributor receives shares in a commercialization entity licensing the intellectual property of the Institution that he/she has created or helped to create³², his/her standard share under the revenue sharing formula set forth in Articles 10.2.3.1 and 10.2.3.2 shall remain unchanged. All other Creators/Contributors shall be remunerated according to the formula set out in Articles 10.2.3.1 and 10.2.3.2.

10.3.4.2. Where the Institution receives shares in a licensee company, which may be a marketing entity, in return for a licence of intellectual property, it shall retain all the shares until liquidation, the proceeds of which shall then be treated as gross intellectual property income and shared with the

³² The Institution's conflict of interest policy should be taken into account when determining what additional measures may be put in place, in particular where the researcher subcontracts research to a spin-off or start-up company in which he/she has a material interest.

Creators/Contributors in accordance with the formulae set out in Articles 10.2.3.1 and 10.2.3.2.

- 10.3.4.3. Notwithstanding the sharing of shares in accordance with Article 10.3.4, the Creators/Contributors retain their right to be associated with the sharing of any other revenues arising from the intellectual property licence.

10.4. Contact details

- 10.4.1 **Contact details.** It is the responsibility of any Creator/Contributor to ensure that the Institution is in possession of their current contact details for the purposes of revenue sharing. Unless otherwise provided by law, if the Institution is unable to locate the Creator/Contributor despite reasonable efforts to make payment of the share of income due to him/her and a period of [five] years has elapsed after the initial attempt, the share due to the Creator/Contributor or his/her successors in title shall be returned to the Institution's central fund for the purpose of financing research and innovation activities.

ARTICLE 11 - MANAGEMENT OF THE INTELLECTUAL PROPERTY PORTFOLIO

- 11.1. **Register and monitoring.** The Intellectual Property Management Office, or an external entity designated by it, shall maintain a register of the Institution's intellectual property in an appropriate and sufficiently detailed form. It shall keep track of the deadlines for payment obligations for annual fees and maintenance fees for intellectual property rights and shall inform the person or department responsible for making such payments within a reasonable time.
- 11.2 **Accounting.** The Intellectual Property Management Office maintains an account book for each intellectual property asset for the purpose of calculating the distribution of income.

ARTICLE 12 - TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES

- 12.1 Where research conducted within the Institution involves traditional knowledge or genetic resources, the provisions of national³³, which may include obligations regarding prior informed consent, access and benefit-sharing, and the need to obtain appropriate authorisations.
- 12.2. The Institution shall establish procedures and mechanisms for access to genetic resources and traditional knowledge necessary to comply with national legislation.

³³ For example, where a member of the Institution needs to access and use genetic resources for research purposes, or where it is planned to share samples of genetic resources with partners in other countries, the Institution is required to comply with applicable national legislation.

12.3The Institution shall provide, in any Research Contract it concludes, for the protection of any intellectual property assets that may arise from the use of genetic resources and traditional knowledge.

ARTICLE 13 - CONFLICTS OF INTEREST AND COMMITMENTS

- 13.1 **Commitment to the Institution.** Staff Members and Visitors undertake to devote the major part of their time and intellectual contributions to the training, research and teaching programmes of the Institution.
- 13.2 **Best interests of the Institution.** Staff and Visitors have an obligation to act in the best interests of the Institution and to avoid any situation in which outside interests might significantly and adversely affect their professional ethics and the integrity of the research.
- 13.3 **Agreements with third parties.** It is the responsibility of all Staff and Visitors to ensure that agreements with third parties do not conflict with their obligations and responsibilities under this Policy. This applies in particular to consultancy and other research services. Everyone should make clear their obligations and responsibilities to third parties with whom they may enter into such agreements and ensure that they have a copy of this Policy.
- 13.4 **Declaration of external activities and financial interests.** All Staff Members and Visitors are required to bring any potential or existing Conflict of Interest or Commitment to the attention of the relevant authority within the Institution as soon as possible, in accordance with the relevant policies. It is the responsibility of this authority to resolve the matter or reach a solution satisfactory to all parties involved. The decision must be submitted to a senior official of the Institution (e.g. the President or the Dean) for approval.
- 13.5 **Policy.** The Institution shall develop a separate and comprehensive Conflict of Interest policy to raise awareness of Conflict of Interest among Staff and Visitors, to set out obligations for the declaration of Conflict of Interest or commitments and to establish procedures to detect, prevent and manage them effectively.

ARTICLE 14 - DISPUTES

- 14.1. **Non-compliance with this Policy.** Any failure to comply with the provisions of this Policy shall be dealt with in accordance with the Institution's normal procedures and the relevant provisions of the applicable laws and regulations.
- 14.2 **Dispute resolution.**
- 14.1.2 Any internal dispute or question concerning the interpretation of this Policy shall be referred, in the first instance, to the Intellectual Property Management Office for review and to the Intellectual Property Committee for mediation.
- 14.2.2 If the Intellectual Property Committee cannot resolve the situation within [two months], the dispute or question concerning the interpretation of this Policy shall be referred to the Senior Official of the Institution for mediation.
- 14.2.3 The Senior Officer of the Institution may, at his or her sole discretion, refer the matter to the Executive Committee of the Institution or to an independent committee for arbitration or final decision on the dispute or question of interpretation.
- 14.3 **Appeals.** Any person covered by this Policy is entitled to appeal to the Intellectual Property Committee regarding any aspect of its application.

ARTICLE 15 - AMENDMENTS

- 15.1. **Revision.** The Intellectual Property Committee may, at any time, decide to amend this Policy. In this case :
- a. the Policy as amended governs any intellectual property disclosed on *or after the* effective date of the amendment; and
 - b. the Policy as it exists prior to the Amendment shall govern any Intellectual Property disclosed *prior to* the effective date of the Amendment, provided that the provisions of the Policy (as amended) shall apply to any Intellectual Property licensed or otherwise commercialised on or after the effective date of the Amendment, regardless of when the Intellectual Property is disclosed.