

UNIVERSITY OF SARGODHA, SARGODHA

NOTIFICATION

No. UOS/Acad/ 29

Dated: 10.01.2013

The Syndicate in its 4/2012 meeting held on 27.12.2012 has approved the University Policy on Intellectual Research Property: **Patents and their Commercialization** for implementation with immediate effect. The policy approved by the Syndicate is Annexed-'A'.


(MUDASSAR KAMRAN)
Deputy Registrar (ACAD)
for Registrar 

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- Directors of Mianwali & Bhakkar Campuses
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UNIVERSITY POLICY
ON
INTELLECTUAL RESEARCH PROPERTY;
PATENTS AND
THEIR
COMMERCIALIZATION

The purpose of this booklet is to set forth the University's Policy Statement on intellectual research property, commercialization of such properties and to provide the procedures and forms necessary to implement the policy.

Among other matters, the Policy Statement included in this booklet addresses matters of ownership, commercialization and income sharing with respect to the legal rights arising from inventions, works of authorship and other developments.

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165

Article I: Introduction	1
Article II: Policy Statement	1
2.1 Definition	1
2.2 Administration	2
2.3 Patents	3
2.4 Copyrights	4
2.5 Trademarks	5
2.6 Proprietary Information	6
2.7 Tangible Research Property	6
2.8 Disclosure of Technical Developments	7
2.9 University Acceptance of Equity in Companies	7
2.10 Consultation and Conflicts	8
2.11 Confidentiality	8
Appendix A. Assignment Agreement	A-1
Appendix B. Technical Development Disclosure Form	B-1

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ARTICLE I: INTRODUCTION

The vision of the University of Sargodha is to generate and impart knowledge through innovative learning research and training in order to support the knowledge based economy in emerging trends of 21st century with mission statement; To provide purposeful education and training, to excel in research reliant to the regional, national and global needs incorporating all the resources available through innovation.

In pursuit of this mission, the University provides an environment which fosters the discovery of scientific advances which often lead to useful developments for society.

The Government of Pakistan like other nations in the world—now provide a variety of legal rights for these types of developments, including patent rights, copyrights and other property rights. The patent system recognize the importance of providing individuals and private industry with a commercial incentive to make advancements and to then disclose them for the growth of technology and for the benefit of society. As a nonprofit educational institution, the University is aware of its academic and research role and appreciates the important development role of private industry. The University is thus committed to licensing certain patent rights and other rights to private industry as a means for gaining financial support for its own educational and research activities; for financially rewarding inventors; and for facilitating the expedient conversion of new scientific knowledge to practical methods, compositions and devices which improve lives.

The University has provided the following Policy Statement with the intention of clearly describing how the University will treat these patent rights and other legal rights. This University Policy Statement mandates cooperation. It intentionally commits faculty, students, administration and others to timely action in pursuit of common goals.

ARTICLE II: POLICY STATEMENT

This Policy Statement ("Policy") was adopted by the University of Sargodha on the approval date from Syndicate.

2.1 Definitions

As used in this Policy, the following terms shall have the meanings set forth below. Additional terms used in specific provisions of this Policy may be defined by the way or otherwise therein.

2.1.1 "Developer(s)" means: (a) University employees (such as members of the faculty, staff and student employees); and (b) non-employees (such as graduate students, postdoctoral fellows, visiting-scholars and industrial personnel) who use or intend to use the University's resources or who receive grant, contract, remuneration or other funds from the University.

2.1.2 "Development(s)" means all: (a) Works; which are conceived, made, developed, reduced to-practice or-written by a Developer alone or jointly with others and which: (x) result from the activity of Developers while fulfilling their University responsibilities; or (y) result from more than Incidental Use of resources owned or controlled by the University.

2.1.3 "Incidental Use" means uses available to the general population of the University, including the use of office-type equipment (such as desktop computers, commercially-available software and printers) and the use of University libraries and University reference materials which are generally available outside of the University.

2.1.4 "Inventor(s)" means the legal definition of an inventor according to the Pakistan Patent Ordinance.

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2.1.5 "Inventor Allotment" means the portion of Net Income which the University will distribute entirely to a sole Inventor of a issued patent or partially to each of the joint Inventors of an issued patent, whichever the case may be.

2.1.6 "Net Income" means the annual gross income the University receives as a result of licensing an issued patent, less the annual costs borne by the University in connection with obtaining and maintaining the issued patent, renegotiating license terms and any legal action to protect the issued patent.

2.1.7 "Proprietary Information" means technical information, business-related information, confidential information and trade secrets, including, without limitation: (a) technical information embodied in or related to Technical Developments; and (b) business-related information arising out of University activities, including, without limitation, actual and proposed terms in research agreements and financial arrangements.

2.1.8 "Sponsor(s)" means an organization or agency (including, without limitation, local or other government entity or a private entity) which provides funding, equipment or other support for the University to carry out a specified project in research, training or public service pursuant to a written agreement.

2.1.9 "Technical Development(s)" means: (a) all patentable and unpatentable conceptions, inventions, discoveries, and ideas; (b) all Works which may be subject to patent protection; and (c) all Proprietary Information related to the conceptions, inventions, discoveries, and ideas set forth in subsection (a) of this Article 2.1.9.

2.1.10 "IRP," an abbreviation for Intellectual Research Property, means tangible items produced in the course of research projects carried out by a Developer, including, without limitation, biological materials, Chemical compounds, Drugs, Agriculture varieties engineering drawings, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams and equipment.

2.1.11 "Work(s)" means all works of authorship in any form which may or may not be subject to copyright protection, including, without limitation, writings, graphics, audio and visual works, drawings, databases and computer code and software.

2.2 Administration

2.2.1 Syndicate

The University's syndicate reviews and adopts University policy statements. At any time the syndicate may adopt policy statements which supersede and revise this Policy and any subsequent policy statements. Such revisions can include changes to any provisions of this Policy including income sharing and Inventor Allotment provisions.

2.2.2 The Vice Chancellor

In accordance with the terms of this Policy, the University's Vice Chancellor may waive certain portions of this Policy on a case-by-case basis and may make all final decisions which are within the discretion of the University. From time to time the Vice Chancellor may also update and modify the forms attached hereto at Appendices A and B.

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2.2.3 University Research and Patent Committee

All questions or requests which involve the discretion of the University as set forth in this Policy will be directed to the University Research and Patent Committee ("Committee"). The Vice Chancellor will appoint members. The Committee will review questions and requests regarding this Policy, investigate matters and make recommendations to the Vice Chancellor.

2.2.4 Patent Decision

(i) Review Period

When a Developer submits a completed Technical Development Disclosure Form to the Committee (in accordance with Article 2.8 of this Policy), the Committee will decide whether or not to pursue patent protection. It will notify the Developer in writing of its decision within sixty (60) days of receiving the disclosure, except that by giving additional written notice to the Developer within that period, the Committee can secure an additional sixty (60) days for its review and decision-making.

(ii) Decision to Pursue Patents and Developer's Cooperation

In the event the Committee provides written notice to the Developer of its intent to pursue patent protection within the periods provided in Article

2.2.4(i) above, the Developer will fully cooperate with the University or its designee in the University's effort to obtain an issued patent in the name of an entity designated by the University. Such cooperation will include, without limitation, providing information related to the Technical Development and signing documents such as oaths, declarations and other instruments.

(iii) Decision to Not Pursue Patents

In the event the University fails to provide written notice to the Developer of its intent to pursue patent protection within the periods provided in Article 2.2.4(i) above, the University will convey to the Developer all of the interest the University possesses in the Technical Development which is permitted by existing agreements with the federal government or other parties. For avoidance of doubt, any such conveyance will be provided by the University only to the extent allowed by federal laws and permitted by the terms of any agreements related to the Technical Development to which the University is a party.

2.3 Patents

2.3.1 Ownership

The University will own all patent rights in all Developments. Prior to Developers' affiliation with the University, all Developers must assign their patent rights in any Developments they might create to the University. Developers will make such assignment by signing the Assignment Agreement attached hereto at Appendix A.

2.3.2 Net Income Sharing

In fairness, the University acknowledges the effort and contributions of Developers by sharing with the Developers the Net Income derived from the license of issued patents. The Net Income will be distributed to: (a) the Inventor as an Inventor Allotment; (b) an account designated for the Inventor's laboratory where he/she conducts research at the University; and (c) the University. This Net Income sharing arrangement is set forth in the table below:

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Net Income (Million Rs)	Inventor, Allotment	Lab	University
0 to 0.1	100%	0%	0%
> 0.1 to 10	40%	25%	35%
> 10	30%	20%	50%

The Inventor Allotment and the portion of the Net Income distributed to the Inventor's laboratory and the University is determined by the policy statement in effect on the date the University receives the Technical Development Disclosure Form which serves as the basis for the licensed patent.

2.3.3 Joint Inventors

When there are two or more Inventors, each Inventor will receive an equal portion of the Inventor Allotment, unless all of the Inventors previously agreed in writing to a different distribution of the Inventor Allotment.

2.3.4 Payments

The University will make payments of the Inventor Allotment to the Inventor on an annual basis from the Net Income received during the previous fiscal year. In the event of any litigation, actual or imminent, or any other action to protect patent rights, the University may withhold payments until resolution of the matter.

2.3.5 Waiver of Article 2.3

The Vice Chancellor may waive any of the provisions of this Article 2.3 on a case-by-case basis, giving consideration to, among other things, matters addressed by the Inventor, the University's obligations to Sponsors, whether the waiver would be in the best interest of the University and whether the waiver would result in a conflict of interest.

2.4 Copyrights

2.4.1 Ownership

Though the University will own all patent rights in Works, with respect to copyrights, depending upon the type of Work involved, a Developer may or may not retain ownership of the copyrights in the Work. Copyright ownership is determined by the type of Work, as set forth below. Prior to Developers' affiliation with the University, all Developers must assign certain copyrights to the University by signing the Assignment Agreement attached hereto at Appendix A.

2.4.2 Scholarly/Aesthetic Work

The term, Scholarly/Aesthetic Work, as used herein, means a Work created by a Developer who has a general responsibility to the University to create works in connection with independent academic effort. Examples of typical Scholarly/Aesthetic Works are dissertations, papers, articles, textbooks and novels. Developers of Scholarly/Aesthetic Works (which include, without limitation, professors, residents and professional researchers) shall own all copyrights in their Scholarly/Aesthetic Works, unless the University is contractually prohibited from permitting such ownership or unless the Developer and the University have agreed otherwise in writing.

2.4.3 Personal Work

The term, Personal Work, as used herein, means a Work which is not a result of a Developer's fulfillment of University responsibilities and which is a result of no more than Incidental Use of University resources. Developers of Personal Works shall own all copyrights in such Works unless the Developer and the University have agreed otherwise in writing.

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2.4.4 Student Work

The term, Student Work, as used herein, means a Work created by a Developer who is a registered student, not employed by the University, created without the use of University funds (other than student financial aid) and which is created with no more than Incidental Use of University resources. Developers of Student Works shall own all copyrights in such Works unless the Developer and the University have agreed otherwise in writing.

2.4.5 Sponsored Work

The term, Sponsored Work, as used herein, means a Work, including, without limitation, technical reports and software, created by or through the University in accordance with a written agreement between the University and Sponsor. The University shall own all copyrights in Sponsored Works unless the sponsored agreement provides otherwise. Any sponsored agreement which does not provide for University ownership of copyrights in the Sponsored Work, shall include a royalty-free, non-exclusive, world-wide license to the University to use, modify and reproduce the Sponsored Work for educational and research purposes.

2.4.6 Commissioned Work

The term, Commissioned Work, as used herein, means a Work made for hire which was created by a party not employed by the University or by University employees working outside the scope of their regular University employment. Examples of typical Commissioned Works are reports created by contractors and consultants, computer software, architectural and engineering drawings, databases (including DNA sequence listings and other genetic-related databases), illustrations, designs and artistic works. When the University hires a party to create a Commissioned Work, the University and the party must sign an agreement in writing which provides for the ownership of copyrights

in the Commissioned Work. In most cases, the agreement will provide that the University will own such copyrights. However, if this is not the case, the agreement will include a royalty-free, non-exclusive, world-wide license to the University to use, modify and reproduce the Commissioned Work for educational and research purposes.

2.4.7 Institutional Work

The term, Institutional Works, as used herein, means: (a) a Work created by a University employee in the scope of his/her employment; and (b) a Work which a Developer creates with more than Incidental Use of resources owned or controlled by the University. Examples of typical Institutional Works are Works supported by specific University funding or Works created at the direction of the University for a specific purpose, such as course Work in written, video, digital or photographic form and course-related software developed for teaching at the University. Unless this Policy provides otherwise, the University shall own all copyrights in all Institutional Works.

2.4.8 Income Sharing

The University may commercialize its copyrights in any of the Works. In its sole discretion, the University may share certain income derived through such commercialization with the Developer of such Works, as determined by the Vice Chancellor of the University, taking into account the Developer's contribution, the University's costs, any provisions imposed by Sponsors or other funding sources and any other applicable agreements concerning the copyrights.

2.5 Trademarks

The University will own all rights in trademarks and service marks and the associated goodwill, where such marks relate to goods or services distributed by the University. These marks may include, for example, words and symbols used in connection with computer programs or University activities or events.

2.6 Proprietary Information

2.6.1 Ownership

The University will own any trade secret rights and all other rights in the Proprietary Information. Prior to Developers' affiliation with the University, all Developers must assign to the University any rights in Proprietary Information they might possess by signing the Assignment Agreement attached hereto at Appendix A.

2.6.2 Income Sharing

The University may commercialize its Proprietary Information. In its sole discretion and in certain cases, the University may share certain income derived through such commercialization with the Developer of such Proprietary Information, as determined by the Vice Chancellor of the University, taking into account the Developer's contribution, the University's costs, any provisions imposed by Sponsors or other funding sources and any other applicable agreements concerning the Proprietary Information.

2.7 Tangible Research Property

2.7.1 Ownership

The University will own all TRP to the extent permitted by any agreement involving TRP which is binding upon the University. Prior to Developers' affiliation with the University, all Developers must assign to the University any rights in TRP they might possess by signing the Assignment Agreement attached hereto at Appendix A. Usually, TRP such as microorganisms produced under a government grant or contract will belong to the University as expendable property, subject to the terms and conditions of the grant or contract. On the other hand, equipment which is fabricated at the University for Subsequent off-campus Use by a research Sponsor (such as a surgical device fabricated at the University under contract with the Government of Pakistan) is usually owned exclusively by the Sponsor.

2.7.2 Access

The University and the Developers will work to promote the prompt and open exchange of TRP and associated research data with University scientific colleagues outside the Developers' immediate laboratory.

2.7.3 Commercialization of Patents and/or Proprietary Information Underlying the TRP

Neither the University nor the Developers will sell or distribute or otherwise commercialize TRP. However, the University may distribute TRP and commercialize any patents and/or Proprietary Information underlying the TRP. If the University does so, it will enter into a written distribution and license agreement with a party. This agreement must contain provisions regarding use restrictions, limits on the University's liability, license of the underlying patents and/or Proprietary Information and royalty income to the University.

2.7.4 Income Sharing

TRP-related income which the University derives from issued patents will be shared with Inventors as provided in Article 2.3.2 of this Policy. At its sole discretion, the University may share with Developers TRP-related income which the University derives from Proprietary Information as provided in Article 2.6.2 of this Policy.

2.7.5 Recoverable Costs

When a Developer's laboratory distributes TRP to another Developer's laboratory at the University, the distributing laboratory can recover raw material costs and delivery costs from the recipient laboratory.

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2.8 Disclosure of Technical Developments

In order to comply with federal laws, the University requires Developers to disclose Technical Developments to the University as they arise. All Developers must promptly report and fully disclose Technical Developments to the University as they arise by completing and signing a Technical Development Disclosure Form (attached hereto at Appendix B) and by submitting the completed form to the Committee. Developers must submit a complete form no later than thirty (30) days after a Technical Development arises. For clarity, note that in accordance with the definition of Technical Development in Article 2.1.9 of this Policy, a Technical Development can be an early-stage concept or idea which the Developer has not reduced to practice. The Developer is obligated to promptly disclose this type of Technical Development to the Committee on the same basis as if it were fully researched, designed, tested and reduced to practice.

2.9 University Acceptance of Equity in Companies

2.9.1 Investment

The University recognizes that often times small and start-up companies lack the up-front cash which the University typically requires when licensing rights to Developments. For this reason and others, the University may on occasion accept equity in such companies in exchange for licenses. The equity can be in the form of stock, warrants, options and other types of interest in the company.

2.9.2 Limited University Involvement

The University will not accept representation on the board of directors of a company in which the University holds equity nor exercise any voting rights on board actions, regardless of the University's level of equity interest.

2.9.3 Maximum Level of Equity

The University generally will not accept more than ten percent (10%) of a company's equity.

2.9.4 Sharing of Equity

(i) Patents

The University will share with an Inventor thirty percent (30%) of the equity it receives in exchange for the license of an issued patent. For joint Inventors, this thirty percent (30%) will be divided amongst them equally, unless all of the Inventors have previously reached a written agreement to the contrary.

(ii) Copyrights and Proprietary Information

The University may receive equity from companies in exchange for licensing copyrights or Proprietary Information. Taking into consideration the contribution of the Developers of Works and Proprietary Information and the interests of the University, it may, at its sole discretion, share with Developers certain portions of this equity.

2.9.5 Distribution of Shared Equity

The University, taking into account any legal restrictions and the wishes of each Inventor and Developer involved, will:

(i) arrange for the Inventor or Developer to receive his/her equity directly from the company; or

(ii) take all equity in the University's name, including the Inventor's and Developer's share. In this case the University, through its authorized officers, will make decisions regarding equity disposition, and the Inventor's and Developer's sole right will be to receive his/her share of the equity or cash equivalent at the time and in the form determined by the University.

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2.10 Consultation and Conflicts

2.10.1 Duty to Avoid Conflicts

The University encourages certain Developers, such as faculty members, to engage in appropriate outside professional activities, such as acting as a consultant to a company. As a consultant or in any other capacity, these Developers must not engage in any activities or enter into any arrangement which would impair their ability to fulfill their responsibilities to the University.

2.10.2 Conflicts Arising from Confidentiality Restrictions

Conflicts often arise when a Developer, acting as a consultant, agrees with a company to hold certain information confidential. For instance, when this information is not clearly defined or when it overlaps with information the Developer derives through University research, a definite conflict can occur.

2.10.3 Self-Interest Conflicts

Other conflicts can arise when a Developer, acting as a consultant, accepts equity in the company which the Developer consults. Depending upon the level of equity received, a Developer may find it difficult to fulfill his/her obligations to the University when such obligations are not in the best business interests of the company. Therefore, the level of equity a Developer receives requires careful consideration.

2.10.4 University Assistance

To avoid all such conflicts, the University encourages its Developers, such as faculty members, to seek the University's assistance and advice before signing consulting agreements, committing to terms of confidentiality or accepting equity in the company which the member consults.

2.11 Confidentiality

2.11.1 University's Business-Related Information

Developers will maintain in confidence all of the University's business-related Proprietary Information, unless and until such information becomes generally known to the public through no fault of the Developers.

References

1. University Policy on Intellectual Property, Tangible Research Property and Commercialization of such properties, Rosalind Franklin University of Medicine and Science North Chicago, Illinois, 2009.
2. IPO Pakistan, Patent Ordinance, 2000

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APPENDIX A

University of Sargodha
Assignment Agreement

I understand that, consistent with applicable laws and regulations, University of Sargodha (the "University") is governed in the handling of intellectual property and certain tangible property by its official policy entitled University Policy on Intellectual Research Property; Patents and their Commercialization (the "Policy"), and I further understand that in order to comply with the Policy I must sign this Assignment Agreement ("Agreement"), thereby assigning certain rights to the University.

Pursuant to the Policy, and in consideration of my affiliation with the University, the receipt of remuneration from the University, participation in projects administered by the University, access to or use of facilities or resources provided by the University and/or other valuable consideration, I hereby agree as follows:

1. I will disclose to the University: (a) all patentable and unpatentable conceptions, inventions, discoveries and ideas which I conceive, make, develop, reduce to practice or write alone or jointly with others; (b) all proprietary information and trade secret rights related to such conceptions, inventions, discoveries and ideas; and (c) all works of authorship which may be subject to patent protection, which: (x) result from my activity while fulfilling my University responsibilities; or (y) result from more than my incidental use of resources owned or controlled by the University. I will make such disclosures by promptly completing and submitting to the University its Technical Development Disclosure Forms.
2. I hereby assign to the University: (a) all right, title and interest in the aforesaid conceptions, inventions, discoveries and ideas, the aforesaid proprietary information and trade secret rights and the aforesaid works of authorship, whether or not I have disclosed them to the University; and (b) all property right, title and interest in tangible property which was produced in the course of research projects which I carried out.
3. Subject to paragraph 2 above, unless the University and I have agreed in writing otherwise with respect to a particular work (before its creation) I understand that I will own all copyrights in my works of authorship except for the following works:
 - (a) works made for hire (and copyright therefore vests in the University under copyright law);
 - (b) works supported by the University through a direct allocation of funds or through more than my incidental use of University resources for the pursuit of a specific project;

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(c) works commissioned by the University; and

(d) works which are otherwise subject to contractual obligations of the University.

4. I hereby assign to the University all right, title and interest, including the associated copyrights, in the works falling under paragraphs 3(a) through 3(d) of this Agreement.

5. I will execute and deliver all documents and do any and all things necessary and proper on my part to effectuate the assignments made in this Agreement and to assist the University in the pursuit and enjoyment of patent and copyright protection.

6. I am now under no consulting or other obligations to any third person, organization or corporation in respect to any rights which are, or could be reasonably construed to be, in conflict with this Agreement.

7. I will not enter into any agreement creating patent, copyright, other intellectual property or tangible property obligations which conflict with this Agreement.

8. This Agreement is effective on the later of _____, 20__ (on the one hand) or my date of hire, enrollment, or participation in projects administered by the University (on the other hand), and is binding on me, my estate, heirs and assigns.

Signed this _____ day of _____, 20__

Signature

Full Name

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176

APPENDIX B

University of Sargodha

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Technical Development Disclosure Form

I. Developer(s):
Name: Position: University Address: Telephone: Department(s): Center(s):
II. Descriptive Title of Technical Development:
III. Grant/Contact (If any): Sponsor (s) _____ Award Number _____ Principal Investigator: _____
IV. Lab/Department Where Developed: _____
V. Description of Technical Development (attach document if necessary): A. State, as fully as possible, what the development is, including: materials or components used; operative and preferred ranges of process parameters and concentrations of chemical compounds; and foreseeable uses of the development.
B. Records Supporting Development: Identify records which establish dates of conception and reduction to practice, including identity of person who prepared record and its present location. Attach copies if possible. Note additional supporting evidence. If the development or a significant aspect of the development is not supported by written records, briefly describe how the date of development can be established and identify earliest written record.

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C. Fill in the following dates:

1. Conception

2. First disclosure to another

3. First written record

4. First experiment demonstrating the development

D. This development is a(n) (mark with an X): Process, Chemical compound
 Electronic circuit, Mixture of chemical compounds, Apparatus,
 Therapeutic method, and/or Other
(if other, describe)

E. This development is useful as

F. The problem which this development solves is

G. The closest prior art is

H. This development differs from the closest prior art in that

I. This development provides the following advantages

J. Has the development or any product derived there from been:

1. Described in a printed publication? _____ Date

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2. Described in an oral presentation? _____ Date _____

3. Sold, offered for sale, or used in public? _____ Date _____

4. Are any of the above (1-3) contemplated in the near future and, if so, when?

5. If the answer to any of 1 through 4 is yes, provide detailed information, including copies of manuscripts, published articles, abstracts, etc.

K. Is the development embodied in software _____

If so,

1. Does the software include any novel algorithms, formulas or novel applications of known algorithms or formulas? If so, please identify them and describe their function.

2. Does the development include a database?

3. If there is a database, is the database structure novel?

If it is, please describe how it is novel.

4. Does the development include any novel features relating to display screen presentation? If so, please identify these novel features.

VI. Contact/Agreements with Commercial Concerns:

(Include name of person contacted and copies of pertinent agreements)

12

VII. Witness(es):

I/We, the witness (es), have read and understood this form and the development and I/we will, to extent consistent with my/our responsibilities to the University, maintain this development in confidence.

Signature Date Signature Date

Print Full Name Print Full Name

I/We, the Developer(s), submit this Technical Development Disclosure Form ("Form") pursuant to the University Policy on Intellectual research Property; Patents and their Commercialization (the "Policy") of the University of Sargodha (the "University"). If, pursuant to this Policy, the University determines to seek patent or other appropriate protection for the development described herein, I/ We shall cooperate with the University in its efforts to do so and shall sign such documents as may be required for this purpose, including an assignment of the development to the University. I/We understand that the University will adhere to the terms of its Policy and will share any proceeds from the development according to those terms. I/We also understand that if the University decides not to seek protection for the development, it will, upon request and to the extent permitted by federal law governing developments made with federal funding, release its rights in the development to me/us.

Developer(s): _____ Date: _____

Signature

Print Full Name

Date: _____

Signature

Print Full Name

Date: _____

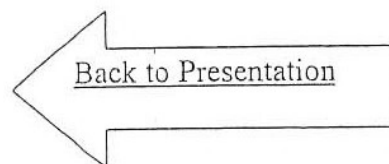
Signature

Print Full Name

Receipt is hereby acknowledged:

Date: _____

University of Sargodha



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