



ITTMO INTELLECTUAL PROPERTY POLICY

1. DEFINITIONS

- 1.1. **Business Partner** refers to an entity which has an agreement with the MNG-HA.
- 1.2. **Innovation Technology Transfer Management Office (ITTMO)** refers to the department under King Abdullah International Medical Research Center (KAIMRC) that primarily deals with Intellectual Property. ITTMO oversees the disclosure, safeguarding, commercialization and management of (IP), as well as the ownership of any invention made by MNG-HA and its affiliated facilities.
- 1.3. **Intellectual Property (IP)** refers to creations of the mind, such as inventions, literary or artistic works, designs and symbols, names, and images used in commerce.
- 1.4. **Invention** refers to new and useful art, processes, machinery, software, and manufacture or composition of matter developed by personnel of MNG-HA and its affiliated facilities.
- 1.5. **Inventor(s)** refers to an individual or group that work for MNG-HA and/or its affiliated facilities and who makes or develops an invention using, in any way, resources and facilities owned, operated or administered by the Program or its funds.
- 1.6. **Net Revenue(s)** refers to the sum of royalty, licensing and any other income received as a result of the development or commercialization of an invention after deduction.
- 1.7. **Office Action** refers to a letter from the Patent Office where the examiner from aforementioned office requests the inventor to provide feedback.
- 1.8. **Patent** refers to the exclusive rights granted for an invention.
- 1.9. **Patent Offices** refer to the government bodies that may grant or reject a patent application based on the fulfillment of patentability requirements.
- 1.10. **Primary Inventor** refers to the individual whose contribution to an innovation is considered representative by co- inventor(s) and is also considered the legal focal point of communication with ITTMO.
- 1.11. **Program** refers to MNG-HA and all of its affiliated facilities.

- 1.12. Prototyping** refers to the first design, model or release of a product built to test a concept or process, from which other forms are copied or developed.
- 1.13. Research Data** refers to any written and/or non-written material produced by MNG-HA personnel during the course of conducting research including, but not limited to: data, records, computer software, program database and other computer-related materials, products or documentation in any storage media.
- 1.14. Royalties** refer to the amount paid to the inventor by the Program for the sale of a patented /copyrighted asset or intellectual property.
- 1.15. Sponsor** refers to an external organization that is in a research, joint research, or clinical trial agreement with the Program that initiates and funds the agreed upon research activities.
- 1.16. Trademark(s)** refers to a word, symbol, and/or design legally registered or established to represent a product or company.
- 1.17. Trademark Applicant** refers to an individual or group working for MNG-HA and/or its affiliated facilities that makes or develops a trademark.

5. POLICY

5.1 The ownership of inventions, research data, and trademarks must be as follows:

5.1.1 In order to protect the public good and to fulfill obligations to research sponsors, the Program must retain ownership of all inventions except when:

5.1.1.1 The invention results from activities carried out in collaboration with inventor(s) from other institutions, in which case ownership must be negotiated by the Program on a case by case basis.

5.1.1.2 The invention results from activities carried out under a sponsored research contract, and within the terms of the sponsorship, the sponsor was assigned the ownership of inventions.

5.1.1.3 The rights have been returned to the inventor(s) by the Program, due to the incompleteness of the filing process for any reason.

5.1.2 The Program owns all research data except when the research data results from activities carried out under a sponsored research contract, where the contract terms clearly assign the ownership of research data to either sponsor(s) or to the Program.

5.1.3 The Program must own all trademark(s) related to its products or services.

5.2 On behalf of the Program, ITTMO must negotiate with intellectual property owner(s) to acquire their ownership rights based on a formal agreement. The criterion to acquire such rights depend on the intellectual property's economic or research impact.

- 5.3 The inventor(s) must not place the invention in the public domain through a lecture/publication or by any other means until a decision has been made regarding the patentability or commercialization of the invention.
- 5.4 If ITTMO decides to apply for a patent for the invention, the inventor(s) must assign all rights of the invention to the Program including, but not limited to, signing all the required documentation in order for the assignment to be effective.
- 5.5 ITTMO reserves the right to decide whether or not to file a patent based on the foreseen commercialization impact of the invention.
- 5.6 All communications related to the (IP) are managed and administrated by ITTMO, both internally and externally.
- 5.7 ITTMO must handle the external communications on behalf of the Program personnel that are related to the invention in cooperation with the external legal advisor, governmental entities and business partners.
- 5.8 ITTMO must communicate only with the primary inventor that officially represents the other co-inventor(s) to sign legal documentation, to provide information/data, to oversee negotiation, to receive royalty shares and distribution to other co-inventor(s) and to represent other inventor(s) in contacting external legal advisors.
- 5.9 Primary inventor is responsible to perform any tasks required during the filing process, such as, but not limited to: responding to office actions, and/or providing further clarifications to patent attorneys if required during commercialization process of the innovation.
 - 5.9.1 Inventors abandoning future required communications related to their inventions must reimburse the Program for all filing and legal fees incurred during the filing process.
- 5.10 Conflicts of interest must be observed in accordance with APP 1429-19.
- 5.11 **Ideas and Concepts Originality**
 - 5.11.1 Inventors must ensure they are the original, first and sole owners of the idea/concept of the invention.
 - 5.11.2 Inventors must clearly state that they are co-inventors of the intended invention, if applicable.
 - 5.11.3 Inventors must state whether the invention has been developed using other organizational funds, if applicable.

5.12 Commercialization of an Invention and Distribution of Net Revenue

- 5.12.1** The commercialization of any product must only commence once the patent or copyright has been issued or preliminary registrations have been obtained.
- 5.12.2** With respect to any invention subject to this policy, the Program must be reimbursed for any/all expenses incurred that are associated with the evaluation and patent research of the technology, obtaining of patent or other intellectual property protection, licensing or other technology transfer activities (such as, but not limited to, prototyping) and resulting legal expenses.
- 5.12.3** In the event of any infringement action or other legal action involving technology disclosed under this policy, the Program must also be reimbursed for any/all expenses bore by the Program associated with such action.
- 5.12.4** After such expenses are reimbursed, royalties and other proceeds from licenses or other technology transfer activities related to an invention, patent or other intellectual property protection based thereon, must be distributed through the three tier system as outlined below:
 - 5.12.4.1** Tier 1: Of the first SR. 300,000 in net royalties:
 - 50% to the inventor(s)
 - 50% allocated to the general support of KAIMRC research
 - 5.12.4.2** Tier 2: Of the next portion of net royalties exceeding SR 300,000, but not more than SR 600,000:
 - 40 % to the inventor(s)
 - 60% allocated to the general support of KAIMRC research
 - 5.12.4.3** Tier 3: Of the remaining portion of net royalties exceeding SR 600,000:
 - 30% to the inventor(s)
 - 70% allocated to the general support of KAIMRC research
- 5.12.5** The royalty payments processes are managed by the ITTMO on behalf of the Program in compliance with the Program policy.
 - 5.12.5.1** No royalties must be paid directly to any inventor by any licensee.
 - 5.12.5.2** Inventors must continue to receive royalties regardless of their future association with the Program as long as the patent has not expired.

5.13 Prototyping

- 5.13.1** ITTMO must manage the innovation prototyping process as follows:

- 5.13.1.1** Deciding the prototyping approach, whether to outsource to external company, build the prototype in house, or assign it to a non-profit entity.

- 5.13.1.2 Deciding whether or not to fabricate the prototype for innovation. Materials, as well as the prototyping method, must be determined by ITTMO.
 - 5.13.1.3 Choosing the company which will develop the prototype.
 - 5.13.1.4 Exercising the right to terminate the prototyping process at any stage of prototyping cycle without need to inform or obtain approval from inventor, if applicable.
 - 5.13.1.5 Coordinating communications between interested parties in the prototyping process, such as, but not limited to: the prototyping company, attorney, inventor, or any assigned primary inventor instructed by ITTMO to make direct contact with the prototyping company.
- 5.13.2 Cost associated with prototyping must be taken or charged from research funds allocated to the development of the mentioned prototype.
- 5.13.3 Prototype ownership:
- 5.13.3.1 The Program owns the intellectual property generated throughout the process of prototyping, design and development. In addition, any tangible product resulting from the process of prototyping is owned by the Program.

5.14 Confidentiality

- 5.14.1 All Program personnel involved in the process of invention disclosure review, ownership determination, commercialization, patentability evaluation and commercial exploitation must maintain the confidentiality of the invention before and after it receives adequate intellectual property protection.
 - 5.14.2 IP documentation and communications must be maintained with reasonable care given to high confidentiality restrictions.
 - 5.14.3 ITTMO must secure softcopy as well as hardcopy for all documents related to inventions, contracts, agreements, emails and invoices for a period of time no less than twenty (20) years from the date on which they were received.
 - 5.14.4 When applicable, ITTMO must require non-disclosure agreements to ensure confidentiality.
- 5.15 Any violation of any partner involved in intellectual properties must be escalated to RITTC (Research Innovation and Technology Transfer Committee).

6 PROCEDURES

6.1 Procedures for Patent:

- 6.1.1 Inventor will submit patent request to ITTMO.
- 6.1.2 ITTMO will review the patent application.
- 6.1.3 Inventors and ITTMO representative(s) will sign the following required documents to initiate the patent application's processing and review.
 - 6.1.3.1 Innovation Agreement (**Appendix B**)
 - 6.1.3.2 Non-Disclosure Agreement (**Appendix C**)
 - 6.1.3.3 Declaration Assignment/Oath Document (**Appendix D**)
- 6.1.4 ITTMO will assess the innovation through the invention disclosure form based on the following aspects:
 - 6.1.4.1 Patentability
 - 6.1.4.2 Economic benefits
 - 6.1.4.3 Public benefits
- 6.1.5 Upon filing the patent, ITTMO facilitates the commercialization of the invention.
- 6.1.6 ITTMO will identify potential marketing partners for the invention and negotiate in the best interest of the Program and inventors.
- 6.1.7 ITTMO will facilitate the development of a licensing agreement between the Program, the inventor and the interested commercial entities.
- 6.1.8 The revenue will be managed and distributed by the Program.
- 6.1.9 Royalties will be received and distributed by the Program on behalf of the Program in January and July of each year.

6.2 Procedures for Trademarks

- 6.2.1 Applicant will submit a Trademark Registration Request to ITTMO.
- 6.2.2 ITTMO will review the trademark application.
- 6.2.3 Applicant and ITTMO will sign the following required legal documents in order to initiate the trademark registration's review and processing.
 - 6.2.3.1 Trademark Agreement (**Appendix E**)
 - 6.2.3.2 Trademark Registration Form (**Appendix F**)

- 6.2.4 ITTMO will assess the trademark through the trademark registration form and identify potential protection outcome.
- 6.2.5 ITTMO will identify potential marketing opportunities.
- 6.2.6 The revenue will be managed and distributed by the Program.
- 6.2.7 Royalties will be received and distributed by the the Program on behalf of the Program in January and July of each year.

6.3 Commercialization of Trademark and Distribution of Net Revenue

- 6.3.1 The commercialization of any product or service carrying a trademark must only commence once the trademark has been in the designated government registration office.
- 6.3.2 With respect to any trademark subject to this policy, the Program must be reimbursed for any/all expenses incurred or associated with the registration process of the trademark including, but not limited to, all legal and government expenses.
- 6.3.3 In the event of any infringement action or other legal action involving the use of the registered trademark under this policy, the Program must also be reimbursed for any/all expenses bore by the Program associated with such action.
- 6.3.4 After such expenses are reimbursed, royalties and any other proceeds from trademark licensing or other sales or use activities related to the trademark or other intellectual property protection based thereon, must be distributed as mentioned in articles 5.12.4.1 to 5.12.4.3
- 6.3.5 The royalty payments processes are managed by the ITTMO on behalf of the Program and in compliance with the Program policy.
 - 6.3.5.1 No royalties must be paid directly to any trademark applicant by any licensee.
 - 6.3.5.2 Trademark applicants must continue to receive royalties regardless of their future association with the Program.

7 RESPONSIBILITY

- 7.1 KAIMRC- ITTMO, RITTC and other relevant departments will be responsible for ensuring the implementation of the provisions of this APP.
- 7.2 Internal Audit and Organizational Development will randomly monitor implementation of the provisions within this APP.