

# **Lebanese American University**

## **Intellectual Property Policy**

**Dated September 11, 2021**

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## **Intellectual Property Policy**

### **1 Definitions**

In this Policy, unless the context shall otherwise require, the following words or terms shall have the meanings hereinafter indicated:

<b>Creators or Inventors</b>	The University Members whose research and/or work, individually or jointly with others, results in IP
<b>Disclosure</b>	The disclosure of the Creation by the Creator to the University, as set out in Section 10 of the Policy
<b>Effective Date</b>	The date on which the Policy become effective and applicable, namely, as of the date of its approval by the University's Board of Trustees
<b>IP Committee</b>	The University's Intellectual Property Committee, as defined in Section 14.2 of the Policy
<b>IP or Creations</b>	The intellectual property and/or the creations that may result from the research conducted and/or the work carried out by the Creators, and which meet the definition of trademark, copyright or patent, as set out under Section 6 of the Policy and Lebanese law, as well as any other intellectual property rights, in any format or support whatsoever, whether now known or that may subsequently be known. For purposes of this Policy, industrial designs shall be deemed IP or Creations; whereas Scholarly Works shall not be deemed IP or Creations
<b>IPR</b>	Intellectual property rights relating to trademark, copyright or patent under any jurisdiction
<b>LAU or the University</b>	The Lebanese American University
<b>Policy</b>	This intellectual property policy
<b>Scholarly Works</b>	As defined under Section 6.4 of the Policy
<b>TTO</b>	The University's Technology Transfer Office, as defined in Section 14.1 of the Policy
<b>University IP</b>	The IP owned by the University
<b>University Members</b>	The faculty, staff, Visitors and/or students of LAU
<b>University Resources</b>	Refers to the use of LAU's resources during the course of the IP's creation, which includes, but is not limited to, the use of equipment, laboratory, or office space, University time and/or personnel or students under the Creator's direct or indirect control, funds supplied by the University and/or originating from sponsored research projects

related to the University and/or donations to the University and/or affiliated entities, as well as the use of telecommunication and data services beyond ordinary use, University computing resources, instructional design or media production services, access to and use of research equipment and facilities or production facilities and University personnel and support services

**Visitor**

Any person who is neither a faculty, staff and/or student of LAU, who has an appointment agreement with LAU and/or who engages in work and/or research at LAU. This includes visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers

**2 Effective Date and Applicability**

This Policy supersedes all previous intellectual property policies previously adopted by LAU. It is effective as of the Effective Date. It shall apply to all new creations of the Inventors after the Effective Date, as well as to those Inventions licensed after the Policy's Effective Date, regardless of their creation date. Rights and obligations accruing under this Policy while the Inventor is employed, enrolled or appointed at the University shall survive the termination of such employment, enrolment or appointment.

**3 Preface**

The University, as an institution of higher education, aims to share existing knowledge with its community, including faculty, staff, students and the public, as well as to engage in research and scholarly activities. LAU believes in its fundamental role in socio-economic development, through *inter alia*, encouraging and advocating scholarly research efforts and their respective products. The results of research, after allowing them to be known and used, often have far-reaching social benefits. They may also have commercial potential.

IP refers to creations of the mind, such as inventions, literary and artistic works, designs, as well as symbols, names and images used in commerce. IP is protected in law by, for example, patents, copyright and trademarks, which enable people to earn recognition or financial benefit from what they invent or create. For the purposes of this Policy, IP includes, but is not limited to, copyrights (including computer software), patents, trademarks, know-how, as well as tangible research property such as biological materials that results from the Creators' work and research. In addition, it includes any advances in science and the arts that may result in new structures of IP protection. To the fullest extent possible, all of such IP shall fall under the scope of this Policy. However, the Policy does not concern the University's own trademarks and tradenames, which are governed by a distinct policy.

It is the protection and/or commercialization of IP that ensure relevance of the research and IP for positive impact in society. Hence, LAU and the Creators shall strictly adhere to this Policy. Furthermore, LAU is committed to ensuring that IP emanating from the activities of the Creators is used in support of its mission and Charter, all in accordance with its legal obligations, as well as the interests of LAU, the Creators and the society at large.

#### **4 Policy Statement**

It is in the context of advancing the common good and the dissemination of knowledge that the University supports and encourages efforts directed toward bringing the results of University and other works in diverse fields of knowledge to optimize the economic and social benefit and encouraging such creations' commercial development and applications, subject always to protecting the University's rights and those of the Creators.

While many IPs are best disseminated by publication and placing them in the public domain, there are others that are most effectively handled by protection under the IP laws (i.e., patenting and copyright) and licensing (or other transfer) to private sector entities. Such IPs can provide the University with a financial return to encourage further research and innovation.

#### **5 Purpose of the Policy**

The purpose of this Policy is to:

- Serve as the starting point for a common understanding about IP, IP rights and incentives for researchers or Inventors;
- Set the framework for the development of the IP into products and processes, as well as to encourage the Creators to create and identify IP with potential scholarly and/or commercial value, by establishing the rules and procedures for the protection, management and/or commercialization of the IP;
- Establish ownership criteria for IP, as well as address and resolve ownership questions if such arise;
- Promote the creation, protection and commercialization of IP;
- Establish the structure and means through which the University deals with the ownership and disposition of its IP, ensuring transparency;
- Ensure the legal protection, as applicable, and commercialization of the University IP; while preserving the standards and traditions of education, academic freedom, timely publications, University sovereignty, mission statement and values, as well as the protection of the ownership rights of both the Creators and the University.

#### **6 General Principles**

##### **6.1 Trademark**

A trademark is the protection of a distinct word, phrase, logo, symbol or design that intends to identify the source of a product and/or service by differentiating it from others.

##### **6.2 Copyright**

A copyright is the protection of “*every production of the human spirit be it written, pictorial, sculptural, manuscript or oral, regardless of its value, importance or purpose and the mode or form of its expression*”. As such, a copyright protects original works of authorship, which have been fixed in a tangible medium of expression, including (i) publications, printed material and

other literary, scientific and artistic writings, (ii) audiovisual works and photographs, (iii) musical compositions and sound recordings, (iv) photographs and sculpture, and (v) computer programs in whatever language as well as their preliminary work, in addition to software, databases, tables or compilations, firmware, courseware, and related matter, both published and unpublished. However, it does not protect ideas, data and abstract scientific facts.

### **6.3 Patent**

A patent is the protection of an invention that is “*novel, creative and susceptible of being implemented*”. As such, a patent protects inventions, including those relating to (i) a new industrial product, (ii) a new method for the production of a novel industrial product or a known industrial result, (iii) a novel application of a known industrial method or means. However, it does not protect (i) scientific discoveries and theories, as well as abstract mathematical methods that are not industrially implementable, (ii) principals and means of performing purely mental activities in economic or financial fields or in playing games, and (iii) methods of medical diagnosis or treatment related to humans or animals, excluding products and equipment for the implementation of such methods.

A patent gives the Inventor a monopoly over the creation for specific periods, and thus provides incentives for research and development. Patents are also a means of technological exchange; whereby they are made public specifically to promote the sharing of knowledge in exchange for the limited monopoly protection.

### **6.4 Scholarly Works**

Scholarly Works include all works created by University Members at their own direction and without use of University Resources.

For example, the following are considered scholarly works: scholarly publications, research publications, textbooks, journal articles, lecture and instructional notes, books, play scripts, theatrical productions, poems, and works of music and art.

However, the following are not considered Scholarly Works:

- The designs, developments, discoveries, improvements, inventions, methods, processes, machines, articles of manufacture, compositions of matter, or other ideas that are potentially patentable, even if incorporated into a Scholarly Work;
- Works of authorship and creative works:
  - o Created as deliverables under a sponsorship or funding agreement; or
  - o Commissioned by the University or created as part of an administrative assignment to, for, or on behalf of University
- Computer software created in connection with administrative, research, or other educational activities supported by funds administered by the University;
- Course and instructional materials, in any form, such as video lectures, power point presentations, and course materials provided to LAU students, unless otherwise set forth in a University policy or separate written agreement.

## **7 Ownership of IPR**

### **7.1 In IPs**

There exists a strong presumption of ownership of IPRs by the University (except for IPRs in Scholarly Works). Unless there is convincing and explicit evidence that the IP was developed without the use of University Resources, the ownership of the IP rests with the University.

### **7.2 In Scholarly Works**

Intellectual property rights related to Scholarly Works are owned by the said work's author. These works' contribution to the University's benefit is through their creation and by their use in teaching, further development, and enhancement of the University's academic stature. Thus, unless there is explicit evidence that the work was specifically commissioned by the University, the IPRs therein remain those of their author(s).

Nonetheless:

- The University is granted an irrevocable, perpetual (barring which, to the fullest extent permissible under law), royalty-free, nonexclusive, worldwide right and license to use the Scholarly Work for its research, education and clinical care purposes, as well as the right to grant the same rights to other non-profit institutions and the University Members for use in teaching, research and other non-commercial purposes; and
- The Scholarly Work's author will provide a copy of the Scholarly Work to the University, at no cost to the University. In such a case, the University may use such work as set out above, including to deposit the Scholarly Work in any University or third party repositories.

## **8 Specificities of Authorship and Ownership of IPRs**

### **8.1 IP created by the University faculty and staff**

The ownership of IP created by University faculty and staff is as follows:

#### **8.1.1 University ownership**

The University owns all IPRs in each IP created by a University faculty or staff that is created:

- As deliverables under a sponsored or funding/grant agreement (subject to the terms and conditions of the sponsorship/grant);
- With the use of the University Resources and/or funds; or
- In the course and scope of employment, appointment and/or remuneration by the University.

The above being listed on a non-limitative basis and these works are deemed works made for hire.

#### **8.1.2 Faculty and staff ownership**

The University faculty and staff own the IPRs in each IP they have created, when such IP is outside the course and scope of their employment, appointment and/or remuneration by the University and without the use of the University Resources.

## **8.2 IP created by the University Students**

### **8.2.1 University ownership**

The University does not claim ownership of intellectual property created by its students, except if:

- The work is created by the student:
  - o Within the course and scope of employment as a University employee;
  - o With the use of University Resources; or
  - o As part of a project sponsored or funded by the University or by a third party, where the sponsorship or funding agreement provides for University or sponsor ownership, rights, or options in the work's intellectual property.
  - o the research carried out by the student forms part of the University's research projects.

### **8.2.2 Student ownership**

IP created by a University student in the course of study at the University, including dissertations or capstone projects intended to fulfill degree requirements at the University will be owned by the student.

Nonetheless:

- The University is granted an irrevocable, perpetual (barring which, to the fullest extent permissible under law), royalty-free, nonexclusive, worldwide right and license to use the student's work for its research, education and clinical care purposes, as well as the right to grant the same rights to other non-profit institutions and the University Members for use in teaching, research and other non-commercial purposes; and
- The Student will provide a copy of the work to the University, at no cost to the University. In such a case, the University may use such work as set out above, including to deposit the Scholarly Work in any University or third-party repositories.

## **8.3 IP Created by the University Visitors**

Unless otherwise agreed to in writing by the University and the Visitor's home institution, prior to their appointment as Visitors at the University, the University owns any IP created by the Visitor in the course and scope of his/her appointment at the University, or created by using the University Resources.

## **9 Assignment of IPRs**

The Creators must execute an agreement acknowledging and implementing this Policy's content. Furthermore, the Creators acknowledge their obligation to sign the appropriate IPR assignment documents upon the University's first request. Notwithstanding, they hereby confirm that they fully and irrevocably empower LAU to sign any deed or document that may be needed in order to confirm LAU's IPRs in the Creation.



## **10 Review and Disclosure**

In order to ensure that a proper determination of ownership is made, and in order to comply with legal and contractual reporting obligations, Creators must promptly disclose a Creation to the TTO, based on the forms developed by the TTO (the “**Disclosure Form**”).

Creators should be aware that premature public disclosure of a Creation may result in loss of IPRs, protection or benefits of commercial exploitation. Accordingly, timely disclosure to TTO (i.e., before disclosure to the public, whether verbally or in writing, publication or other enabling non-confidential disclosure) is critical to the value of the IP.

Principal investigators and department chairs, are responsible for informing all University Members involved in research of their obligations under this Policy, and primarily their obligation to promptly disclose each Creation to the TTO and to keep Creations confidential towards the public.

All applications for sponsored research should indicate the research potential for copyrightability, patentability or commercial exploitation. It is the University's policy to make arrangements in advance of the development of a Creation, in order to settle any potential controversy regarding ownership. For that purpose, all University Members involved in research are required to sign a rights distribution agreement, as applicable and as per the standard form adopted by the University.

## **11 Use of IPRs**

### **11.1 The Principles**

The research and teaching considerations of the University always take precedence over commercial considerations of intellectual property rights. While the University recognizes the benefits of commercial use and exploitation of IPRs, it is essential that the direction of University research not be established or unduly influenced by commercial considerations or personal financial interests.

### **11.2 The reassignment of the IP to the Creator**

In cases in which the University has an ownership interest in a Creation and either does not file a patent application within one year or fails to make a positive determination regarding pursuit of a patent within one year from the date of the Disclosure, all of the University's rights shall be reassigned to the Inventor upon written request, subject only to such external sponsor restrictions as may apply.

### **11.3 Sponsored Creations**

In cases in which the University has signed a contract with a sponsor/third party funder under which IPRs are produced (the “**Sponsored Creations**”), the contract may contain specific provisions with respect to disposition of rights in these IPs. If LAU agrees, the sponsor may, inter alia, (i) request that the IP be placed in the public domain, (ii) claim reproduction, license-free use, or other rights, (iii) assign all rights to the University, (iv) share the IP with the University, or (v) own the IPRs, in which case LAU would retain Inventor status but forfeit all rights to the IP's exploitation, while retaining the right to use the IP for research and educational purposes.

If the Creation is partly owned by a sponsor/third party funder (the “**Sponsor**”), then the University will share in the ownership of the Creation as determined by negotiation between the Sponsor and the TTO. In those cases where royalty income is realized by the University as agreed with the Sponsor, the Inventor shall appropriately share in the royalty revenue, as per the agreement with the Sponsor. The nature and extent of Inventor participation in royalty revenues, however, shall be subject to sponsor and University Policy.

## **12 Royalty Revenues Distributions**

Should any University IP generate revenues to the University (excluding in the case of Sponsored Creations, which shall be subject to the provisions of Section 11.3), the Inventor will receive a portion of such revenues. The distribution of the revenues will be as per the following order:

### **12.1 Costs and expenses**

Before any other distribution, 15% of the revenues received from any IP shall be deducted and allocated by the University to cover administrative costs and other expenses related to licensing, securing, registration, administration, maintenance, enforcement, defense, litigation... relating to the IP. As for the balance of the revenues (the “**Net Royalty Revenues**”), it shall be distributed as determined under Sections 12.2, 12.3 and 12.4:

### **12.2 Inventor**

The Inventor shall receive 33.3% of the Net Royalty Revenue (the “**Inventor Revenue**”). Joint Inventors shall share the Inventor Revenue as agreed between them and detailed in the Disclosure Form. Should there be no agreement between them, then it shall be distributed in equal shares. The Inventor Revenue will continue to be paid to the Inventor even after the termination of his/her relationship with the University, and even after his/her death, whereby it would be distributed or to his/her lawful heirs.

However, and for the avoidance of doubt, any person hired, appointed or retained by the University for the purpose of producing an Invention shall not be entitled to the Inventor Revenue with respect to that Invention.

### **12.3 University**

The University shall receive 33.3% of the Net Royalty Income to provide funds for additional research and to cover the costs potentially incurred by the University with regard to IP matters.

### **12.4 Inventor’s School or Department**

The Inventors’ school or department shall receive the remaining 33.3% of the Net Royalty Revenue.

### **13 Conflict of Interest and conflict of commitment**

The University Members' primary consideration must be education, research and the University's academic programs. They should avoid situations where external interests could negatively affect their work or research integrity. University Members shall promptly report all potential and existing conflict of interest or conflict of commitment to the TTO.

### **14 Governance**

The governance of IP matters at the University shall be carried out according to the provisions of this Section 14:

#### **14.1 The TTO**

##### **14.1.1 Definition**

The University shall establish a TTO or designate a function within the University to act as such. The TTO is responsible for implementing and overseeing this Policy, as well as to assist the University in managing and commercializing its IPs and promoting their development. The TTO shall be managed by a TTO officer appointed by the President according to University policies (the "TTO Officer").

##### **14.1.2 Scope of Work**

The TTO's scope shall, subject to this Policy, include, but not be limited to, carrying out the following:

- Outreach and awareness to Creators;
- IP management;
- Technology marketing and IP contract negotiation;
- IP contract management;
- IP costs and revenue distribution;

The TTO will also establish procedures for the administration of the Policy, as well as review and revise relevant IP agreements to be signed by the University, the University Members and/or third parties.

#### **14.2 The IP Committee**

##### **14.2.1 Definition**

The University shall have an IP Committee constituted of the following members, upon the approval of the President:

- TTO Officer.
- General Counsel or his/her representative.
- Industry/commercial/marketing experts (from the University or private sector).
- Expert representative(s) of faculty members from various schools as needed.

The IP Committee may invite inventors and faculty members who are expert in IP matters being considered to attend the IP Committee meetings.

The IP Committee shall be chaired by the TTO Officer, and it shall operate according to its Terms of Reference.

#### **14.2.2 Scope of Work**

The IP Committee oversees the implementation and evolution of this Policy, as well as provides strategic guidance and other relevant IP support to the TTO Officer. Within that context, it shall:

- Review research contracts with Sponsor that include intellectual property clauses in variance to this Policy;
- Review all Disclosures submitted by University Members to assess licensing and/or commercial potential;
- Make recommendations regarding the management, ownership, assignment, disposal... of University IPs and IPRs;
- Review requests for waiving provisions of this Policy;
- Keep records of the University's IP depository.

### **15 Disputes**

Any dispute relating to this Policy and/or the IP shall be brought by the concerned person before the TTO Officer for resolution, as per the formalities determined for that purpose by the TTO. The TTO's decision may be appealed before the IP Committee within thirty (30) days of notification. In such an event, the IP Committee will review the appeal and will submit to the President its final decision for his/her approval. No further review or appeal is accepted.

### **16 Amendments to the Policy**

This Policy may be amended from time to time upon the recommendation of the TTO, followed by the approval of the President and thereafter, that of the Board of Trustees. In case of amendment:

- All IP disclosed on or after the effective date of such amendment shall be governed by the Policy as amended;
- All IP disclosed prior to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise commercialized on or after the effective date of any such amendment, regardless of the IP's Disclosure date.

### **17 Effective Date**

The foregoing Intellectual Property Policy of the Lebanese American University was adopted by the Board of Trustees on September 9&10, 2021 and is effective as of September 11, 2021.