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BAHRAIN POLYTECHNIC

Intellectual Property, Knowledge Transfer and Commercialisation Policy

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Bahrain Polytechnic

Intellectual Property, Knowledge Transfer and Commercialisation Policy

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Acronyms

EMT	Executive Management Team
BP	Bahrain Polytechnic
IP	Intellectual Property
DARE	Deanship of Applied Research and Enterprise

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H.E. Dr. Mohamed Bin Mubarak Juma
Minister of Education
Chairman of Bahrain Polytechnic Board of Trustees
BOT Meeting No. 73
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1 Introduction

1.1 General

Bahrain Polytechnic (BP) is committed to the creation of new knowledge, or Intellectual Property, and to bringing research developments and advancements to the marketplace for societal benefit. The creation and exploitation of Intellectual Property (IP) contributes significantly to both institutional and national development, including the promotion of entrepreneurship, high-potential start-ups and job creation by new and established firms.

Bahrain Polytechnic promotes collaboration with industry in researching, developing, validating and testing new technologies, products and platforms in ways that will lead to commercialisable assets. As such, Bahrain Polytechnic encourages the generation of IP by Staff, Students and Other Relevant Parties.

Where commercially exploitable IP arises as a result of research and development activities at Bahrain Polytechnic which are wholly or in part publicly funded, the opportunity shall be taken by Bahrain Polytechnic in a timely manner to Commercialise the IP in all possible fields, applications and territories with a view to maximising the economic and societal benefits and returns to the Kingdom of Bahrain.

In such circumstances, it is appropriate for both Bahrain Polytechnic and the Originator(s) of the IP to benefit from its commercial exploitation. These benefits may include sharing financial rewards resulting from the Commercialisation of the relevant IP and/or the promotion of greater industry involvement in Bahrain Polytechnic research, which in turn may lead to new research programmes, academic publications, increased funding for Bahrain Polytechnic and the stimulus of greater industry interaction for individual Personnel.

1.2 Purpose of this Policy

This IP Policy is intended to provide information, support and guidance regarding ownership, protection, Commercialisation of and income from IP arising from research or other IP-related activities undertaken by Personnel and/or the use of Bahrain Polytechnic Resources and details the benefits accruing to and duties owed by Personnel under this IP Policy.

1.3 Objectives of this Policy

The aim of this IP Policy is to provide a consistent framework within which Bahrain Polytechnic IP is developed and managed for the benefit of Bahrain Polytechnic, the Originator(s), industry and The Kingdom of Bahrain and to maintain compliance with the National IP Protocol and the National IP Management Requirements.

The specific objectives of this IP Policy are as follows:

- To create an environment that encourages the generation of new knowledge and IP by Bahrain Polytechnic.

- To encourage the recognition and identification of IP within Bahrain Polytechnic and promote an entrepreneurial culture among Personnel that fosters the development of IP with commercial potential arising from their activities at Bahrain Polytechnic.
- To provide an efficient process by which the commercial potential of IP can be assessed by Bahrain Polytechnic and to ensure that the process of IP evaluation, protection and Commercialisation is carried out in a timely manner.
- To give due regard to the non-financial benefits (e.g. non-cash consideration, benefit of strategic relationships between Bahrain Polytechnic and third parties, access to IP and confidential information) that will accrue to Bahrain Polytechnic and to the Originators of IP in pursuing the goals of this IP Policy.
- To foster general awareness by Personnel of this Policy and to provide specific training to Personnel engaged in research activities within the scope of this IP Policy.

1.4 Scope of this IP Policy

This IP Policy (and any subsequent amendments made to this IP Policy) is the agreed IP Policy of Bahrain Polytechnic and forms part of the regulations of Bahrain Polytechnic which govern the conduct of Staff and Students. Bahrain Polytechnic Staff and Students who spend time at institutions outside of Bahrain Polytechnic shall continue to be bound by this Policy and shall not enter into any IP agreements with the host institution except through a formal written agreement between Bahrain Polytechnic and the host institution.

This IP Policy extends to Other Relevant Parties. Such Other Relevant Parties may be required to enter into an appropriate agreement with Bahrain Polytechnic to regulate their relationship with Bahrain Polytechnic.

Personnel who have a prior existing and conflicting intellectual property arrangement with another entity must declare/report the same to Bahrain Polytechnic and must enter into an agreement with Bahrain Polytechnic (and the relevant entity) to abide by the conditions of this IP Policy.

1.5 What this IP Policy Covers

This Policy sets out the principles and rules that govern the creation, ownership and Commercialisation of IP arising from research undertaken by Personnel and/or while making more than incidental use of Bahrain Polytechnic Resources. It covers:

- Rights, responsibilities, obligations and procedures of Bahrain Polytechnic and Personnel with regard to IP;
- Decision-making processes relating to IP Commercialisation, including a dispute-resolution process;
- The major IP commercialisation routes, including licensing, assignment and spin-out company creation;
- The basis of revenue / equity share allocation for Bahrain Polytechnic and Bahrain Polytechnic Originators;
- The situation and process for grant back of rights to Originators;
- The potential for conflicts of interest.

2 Intellectual Property and Relevant Definitions

2.1 Intellectual Property (IP)

IP is the tangible or intangible result of research, development, teaching, or other intellectual activity. It may be created by academic, research and other Staff, by Students and by Other Relevant Parties.

Types of IP may include patents, copyright, trademarks, designs, domain names, software algorithms and code (as a special case of copyright), data, databases, confidential information, know-how and specialist types of IP protection such as plant breeders' rights.

IP allows creativity and innovation to be captured and owned in the same way that physical property can be owned. IP includes individually and collectively all technical innovations, inventions, improvements, and/or discoveries, information, writings and software, whether or not patentable or otherwise susceptible to IP protection, including technology and materials in their tangible form and includes IP generated from Bahrain Polytechnic Resources.

2.2 Specific Definitions

The following definitions shall have the following meanings in the IP Policy, unless the context otherwise requires or otherwise defined therein.

"Background IP" means any IP (i) licensed or owned by any party to a research contract before the beginning of any programme of research; or (ii) generated or licensed independently of the programme by that party; and which is brought into or used as part of the programme and excluding (for the avoidance of doubt) any IP created by any party to a research contract during the performance of the programme of research. Generally defined as "Any knowledge/IP supplied to the development team(s) / partner(s) at the start of an innovation project or collaboration".

"**Commercialise**" or "**Commercialisation**" means the use of Intellectual Property to create or develop a commercial activity, and the words "**Commercialised**" and **"Commercialising"** are to be construed accordingly. This may involve exclusive or non-exclusive licensing, or, where permitted, an assignment of Intellectual Property and may lead to a new company formation, including, for example, a Spin-out Company, and/or the development and/or introduction of new or improved products or services.

"Confidential Information" and **"Know How"** Confidential information or know-how is a broad term used to cover information not generally known or reasonably ascertainable, by which the owner can obtain an advantage over competitors. It may refer to a formula, practice, process, design, instrument, pattern, or compilation of information. More specifically, know-how typically includes unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

"Conflict of Interest" has the meaning given to it from time to time in the Conflict-of-Interest Policy.

"Constitution" means the constitution of a Spin-out Company as adopted upon incorporation and amended from time to time by special resolution.

"Contributor" means a Bahrain Polytechnic Originator of Bahrain Polytechnic IP licensed (or intended for license) to a Spin-out Company who chooses not to act as a Promoter of that Spin- out Company.

"Foreground IP": Knowledge/IP produced by the development team(s) / partner(s) during the project's duration.

"Licence Agreement" means the exclusive or non-exclusive licence agreement in the form as may be agreed by Bahrain Polytechnic from time to time and entered into between Bahrain Polytechnic and a Spin-out Company or another licensee for the Commercialisation of Bahrain Polytechnic IP in a defined field.

"Originator" means the member or members of Personnel who is or are an originator, inventor or creator of or contributor to IP within the scope of this IP Policy.

"Other Relevant Parties" means individuals other than Staff and Students, such as visiting students, visiting academics/researchers, external supervisors/co-supervisors, research fellows, or adjunct appointments, retired employees, other visitors, consultants, industrial personnel and independent contractors on sponsored research projects and/or who are engaged in research or other IP related activities at or on behalf of Bahrain Polytechnic and/or where more than incidental use of Bahrain Polytechnic Resources occurs.

"Patent" A patent is intended to protect inventions for new and improved products and processes that have some technical innovation and are capable of industrial application.

"Personnel" means Staff, Students, and Other Relevant Parties.
"Personnel Member" means any member of Personnel.
"Principal Investigator" means the Bahrain Polytechnic lead researcher on a programme of research.

"Promoter" means a Bahrain Polytechnic Originator of Bahrain Polytechnic IP which is licensed (or intended to be licensed) to a Spin-out Company and who chooses to participate as a promoter and Shareholder of that Spin-out Company and as such is or chooses to become an employee of the Spin-out Company.

"Relevant Contract" means the agreement between Bahrain Polytechnic and the external agency, and/or industry partner and/or another organisation in relation to the performance of a programme of research.

"Research Committee" means the Applied Research and Enterprise Committee (AREC).

"Scholarly Materials" include pedagogical works, scholarly publications, books, poems, video and film materials or artistic works of Personnel, regardless of the form of expression.

"Shareholder" means any person or entity that holds shares in the capital of a Spin- out Company.

"Shareholders' Agreement" with regard to a Spin-out Company, means the shareholders' share subscription agreement entered into from time to time by Spin-out Company, its Shareholders and Bahrain Polytechnic in connection with the subscription by Bahrain Polytechnic for the Bahrain Polytechnic Shares.

"Spin-out Company" means a private company, as per regulations with Ministry of Industry and Commerce. It is granted certain rights and licences by Bahrain Polytechnic to Commercialise the Bahrain Polytechnic IP (or part of it) in a defined field, application and/or territory in consideration for which Bahrain Polytechnic is allotted and issued the Bahrain Polytechnic Shares.

"Sponsor" means an external organisation to Bahrain Polytechnic which funds its research.

"Staff" means all Bahrain Polytechnic personnel. This includes full-time, part-time, permanent, and temporary workers, post-doctoral researchers, dual-appointment and temporarily remote staff, and employees of wholly owned subsidiaries.

"Students" means all registered undergraduate and postgraduate students of Bahrain Polytechnic.

"Trademark" is a unique, recognisable sign, design, symbol or expression which identifies products or services of one undertaking from those of another. It is intended to protect a brand's identity so as to distinguish it from others and may comprise a word, logo, slogan, colour, three-dimensional shape and even a sound or smell. The Trademark must be capable of being represented in words and/or pictures.

"Originator" means an Originator who is a member of Staff or Student of Bahrain Polytechnic or another Relevant Party whose entitlement is stated in their contract of engagement with Bahrain Polytechnic or Bahrain Polytechnic agrees otherwise in writing.

"Bahrain Polytechnic IP" means any and all Intellectual Property of Bahrain Polytechnic.

"Bahrain Polytechnic Research" means activities that involve one or more of the following:

- any use of Intellectual Property owned or controlled by Bahrain Polytechnic.
- any use of Bahrain Polytechnic Resources (excluding the Bahrain Polytechnic Libraries).
- any use of Bahrain Polytechnic-administered or hosted funding (internal or received from third parties).
- any research commissioned by third parties under which Bahrain Polytechnic is contractually obliged to ensure that it owns any and all IP arising from such activities; or
- any research project that is being carried out for the express purpose of Bahrain Polytechnic securing a contract with an external party.

"Bahrain Polytechnic Resources" means any or all of the physical or financial resources, assets, facilities, equipment, services, supplies, know-how (secret or otherwise), confidential information or IP of Bahrain Polytechnic.

"Bahrain Polytechnic Shares" means the number of shares held by Bahrain Polytechnic in the capital of a Spin-out Company.

Reporting

The Chief Executive Officer (CEO) shall report periodically to the Board of Trustees on the implementation and effectiveness of this Policy, including key intellectual property, knowledge transfer, commercialisation, compliance and risk matters.

3 Ownership of Bahrain Polytechnic IP

3.1 General Provisions

As a general rule (subject to the exceptions or any other provisions to the contrary set out in this IP Policy), any IP rights in or to any material/works created by Personnel (Staff, Students and Other Relevant Parties) in the course of their employment or education by Bahrain Polytechnic or in relation to work carried out for Bahrain Polytechnic and/or through the use of Bahrain Polytechnic Resources is the property of and vests solely and absolutely in Bahrain Polytechnic or such companies or organisations as Bahrain Polytechnic may nominate for such purposes.

This applies to any IP developed by Personnel which they cause to come into existence:

- while undertaking normal or specifically assigned Bahrain Polytechnic duties, either when IP could be reasonably expected to result from the carrying out of those duties.
- during the working hours of Bahrain Polytechnic or outside those hours if related to the individual's Bahrain Polytechnic job responsibilities, whether their place of work is at Bahrain Polytechnic or elsewhere, even if he or she is not specifically requested to create it.
- when using Bahrain Polytechnic Resources.
- using any Bahrain Polytechnic IP; or
- arising out of funded or non-funded research where such research has, in the opinion of Bahrain Polytechnic, made use of Bahrain Polytechnic Resources (except where ownership of such IP was provided for in a prior agreement between Bahrain Polytechnic and third parties).

  The rights to IP created by the Personnel under these conditions are the property of and vest solely and absolutely in Bahrain Polytechnic, subject to the exceptions outlined in sections 3.2 to 3.6.

3.2 Staff

Intellectual property created by Bahrain Polytechnic Staff in the course of employment is owned by the employer.

In certain cases, intellectual property may be jointly or wholly owned by a sponsoring company, body, agency or another academic institution. In these cases, the contractual terms and conditions of the research contract will set out the ownership terms along with associated responsibilities and benefits.

In the case of Dual/Joint Appointments where academic staff are employed also at another academic institution a separate written agreement shall be entered between Bahrain Polytechnic and the other institution to deal with intellectual property, copyright and related matters prior to the commencement of employment at Bahrain Polytechnic.

Bahrain Polytechnic claims no rights to intellectual property created outside an individual's official duties, provided no institution resources are used.

3.3 Students

Bahrain Polytechnic claims ownership of all IP which is devised, made or created by Students engaged in Bahrain Polytechnic Research in the course of, or incidentally to, their studies.

The extent of Bahrain Polytechnic interest, if any, in Intellectual Property developed by Students on sponsored research activities will be determined by reference to contractual arrangements with sponsoring organisations the terms of which will take precedence.

Bahrain Polytechnic will not claim any rights to IP created by a Student in a project that is not Bahrain Polytechnic Research and that is entirely initiated by the Student (with the exception of cases where that work is subject to the terms and conditions of any other agreements). However, where there are IP contributions to a student-initiated project by Personnel Members supervising/co-supervising or otherwise engaged with the project, the IP created by those Personnel Members will be owned by Bahrain Polytechnic.

Any IP created by a postgraduate research student in a project that was initiated or assigned by a Personnel Member other than the student will be owned by Bahrain Polytechnic.

In the case of undergraduate students, Bahrain Polytechnic does not claim ownership of IP created by undergraduate students, except to the extent the undergraduate student participates in the performance of any sponsored research project, any Relevant Contract or otherwise works closely with any member of Staff or Bahrain Polytechnic postgraduate research student in connection with the performance of a programme of research or other IP related activities.

3.4 Other Relevant Parties

This IP Policy extends to Other Relevant Parties.

Other Relevant Parties at Bahrain Polytechnic who have a prior existing and conflicting intellectual property agreement or arrangement with another employer or third party must enter into an agreement with Bahrain Polytechnic (and their employer or relevant third party) to abide by the conditions of this IP Policy in the course of their activities in Bahrain Polytechnic.

Bahrain Polytechnic claims right of ownership to IP created by visitors undertaking research or other IP-related activities at Bahrain Polytechnic by invitation from any Bahrain Polytechnic Staff or Student, unless there is a written agreement with Bahrain Polytechnic that explicitly states the contrary in place prior to the commencement of such a research.

Where there are IP contributions to a student's project by an external supervisor/co- supervisor, the IP created by the external supervisor/co-supervisor will be owned by Bahrain Polytechnic, unless there is a written agreement with Bahrain Polytechnic that explicitly states the contrary in place prior to the commencement of such a supervision/co-supervision.

Bahrain Polytechnic does not claim ownership of IP created by individuals (who are not Staff or Students) in receipt of Bahrain Polytechnic-administered funding, where such funding is solely granted for the purpose of supporting a start-up.

Bahrain Polytechnic does not claim ownership of IP created by third parties who are located in Bahrain Polytechnic premises, as permitted under the terms and conditions of a property licence agreement or equivalent.

3.5 Scholarly Materials

In accordance with long-standing academic tradition, Bahrain Polytechnic waives its right of ownership of copyright (including moral rights) in Scholarly Materials created by Personnel (unless such rights have been created pursuant to a Relevant Contract or agreement with a third party). Bahrain Polytechnic shall have a perpetual, irrevocable, royalty-free licence to use such copyright in Scholarly Materials in its promotional, educational, training and research purposes.

The above exception to Bahrain Polytechnic ownership of IP does not extend to copyright in software, apps, data, databases, database rights or to any online teaching materials (including courses captured in video, or in other digital forms) existing or new and Bahrain Polytechnic shall own all copyright in such works and publications created by Personnel in the course of their activities at Bahrain Polytechnic.

3.6 Sponsored Research Activities

Ownership of IP arising from research or other work partly or wholly sponsored by an external agency, industry partner or other organisation shall be subject to the IP provisions that are stipulated in the Relevant Contract.

Commercialisation activities shall recognize specific terms and conditions in appropriate funding contracts including any collaborative research agreements or other Relevant Contract.

The following table provides an indicative outline of IP ownership and exploitation in sponsored/funded research programmes:

	Funding Model				
	100% Company/Private Funding			Joint public/private funding	100% public funding
Programme Type	Company Managed and Directed.	Jointly Directed and Managed. Bahrain Polytechnic introduced know-how and Background IP.	Consultancy	Jointly Directed and Managed. Bahrain Polytechnic and Company introduced know-how and Background IP.	Bahrain Polytechnic Managed and Directed
IP Ownership	Company owns all IP.	Employer of Inventor/Creator owns IP. Jointly created Foreground IP is jointly owned.	Generally, all Foreground IP is assigned to the Company.	Bahrain Polytechnic owns all Foreground IP.	Bahrain Polytechnic owns all IP.
IP Access	Bahrain Polytechnic will have IP access rights for research purposes.	Company gets non- exclusive, royalty-free access to Bahrain Polytechnic jointly created Foreground IP		Company gets first option to negotiate licence to Bahrain Polytechnic Foreground IP. Creation of Spin-Out Company may be considered.	IP commercialised via licensing or creation of Spin-Out Company

Where research or other IP-related activity is undertaken in collaboration with other organisations (e.g. universities, companies, partnerships, etc.) the terms of a negotiated and executed collaborative research agreement will be used to manage the ownership, protection and commercialisation of IP.

In Relevant Contracts, entry level Bahrain Polytechnic Background IP must be clearly defined and agreed so that it is clearly distinguished from new or Foreground IP and is retained as Bahrain Polytechnic IP.

For the avoidance of doubt, where any IP is generated from research that is part or wholly funded by monies provided directly by the Kingdom of Bahrain, or by any not-for-profit financial instrument which has been established by an organisation or individual, and awarded through a public service organisation charged with the granting and dissemination of research funds, this IP will be exclusively and absolutely owned by Bahrain Polytechnic.

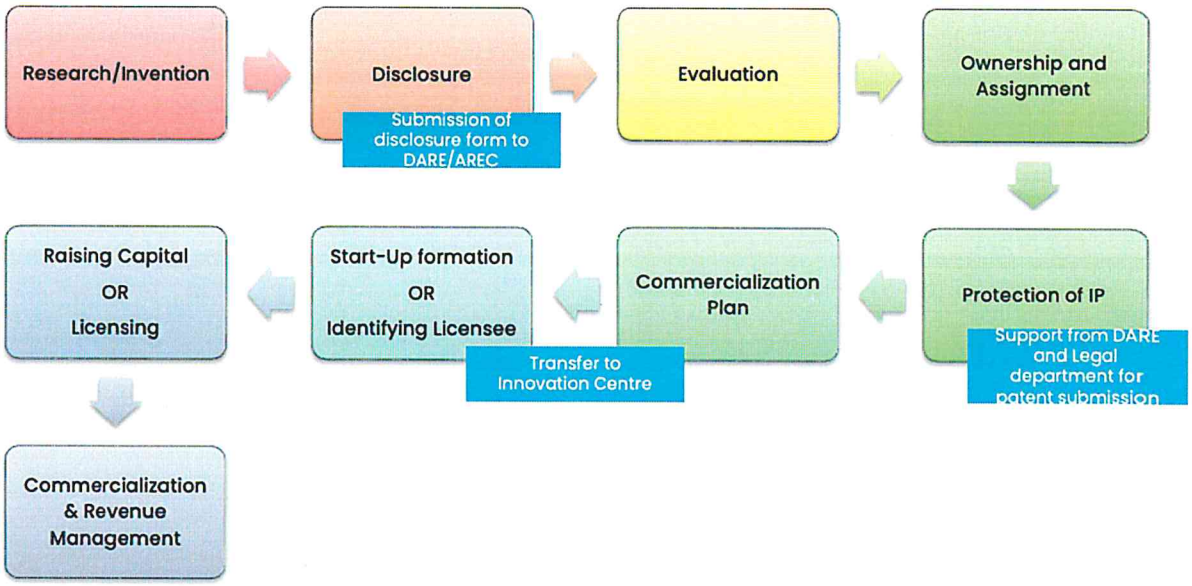
In the event of any inconsistency between this IP Policy and the terms of any such grant or Relevant Contract, the provisions of the said grant or Relevant Contract shall prevail.

Bahrain Polytechnic will generally seek to employ a standard contract for sponsored research and consultancy work. Deviations in contract formats may be used on the basis of particular circumstances, considering the overall interests of Bahrain Polytechnic, the collaborating organisation and/or incorporating guidelines that may be laid down from time to time by Bahrain Polytechnic.

Bahrain Polytechnic will adhere to any national guidelines, rules and procedures relevant to external funding, including the principles for collaborative research engagement with industry.

4 Responsibilities Of Personnel

4.1 Disclosure Requirements



It is a condition of:

(a) employment by Bahrain Polytechnic as Staff;
(b) admission by Bahrain Polytechnic as a Student; or
(c) engagement by Bahrain Polytechnic as another Relevant Party;

that the results of all research or projects should be fully, promptly and completely disclosed to Bahrain Polytechnic.

In order to enable Bahrain Polytechnic to ensure that it fulfils its obligations to organisations such as Higher Education Council (HEC), Ministry of Finance, companies and other third parties in both the public and private sectors, who are funding research at Bahrain Polytechnic, all Personnel must disclose any IP arising from such research to Bahrain Polytechnic through the Deanship of Applied Research and Entrepreneurship as soon as possible after such IP is apparent.

4.2 Submission of Invention Disclosure Form to AREC

Regarding any discovery or invention made that might be useful, patentable or otherwise protectable, this IP Policy requires that Personnel complete an Invention Disclosure Form.

This form shall be promptly submitted (no later than within 30 days of the discovery, invention or other IP in question) to AREC.

Where there are multiple Originators, the relative contributions of each should be noted in the IDF. Post online submission, the Applied Research and Entrepreneurship Committee (AREC) will request/require a hardcopy of the IDF to be signed by all Originators.

The Originators are responsible for agreeing their respective contributions, but should that prove impossible, on referral by DARE, may, at its sole discretion, decide, on consultation with the relevant Originators (or more widely if/as necessary), how the Originators are identified and the relative contributions made by the Originators to the new Bahrain Polytechnic IP. Alternatively, AREC at its sole discretion may request third-party arbitration on the matter under section 14 of this IP Policy.

4.3 Confidentiality

In order to protect Intellectual Property with a view to commercialisation, it is essential in some circumstances to delay the publication (written, oral or other public statements) of research. This is normal practice, and follows the principle "protect first, then publish". Bahrain Polytechnic requires Personnel to take all reasonable measures to protect Intellectual Property with commercial value and, if in doubt, to make enquiries of DARE as to whether there is Intellectual Property of value to be protected, before submitting material for publication. This applies to all forms of publication, including open access publication.

The integrity and confidentiality of identified Intellectual Property shall be of prime concern. Bahrain Polytechnic and the Originators shall ensure that Intellectual Property is not disclosed in such a way as to destroy its patentability, e.g. by premature public disclosure.

The IP shall be kept confidential for a minimum of 6 months or longer if requested by DARE until a timely evaluation of the case assessment (including, without limitation, patentability) has taken place.

The Originators of IP shall seek the approval of DARE before making any disclosure.

No disclosure of Intellectual Property can take place without an appropriate Non- Disclosure Agreement (NDA or Confidentiality Agreement) having been put in place by DARE.

4.4 Execution of Documents and Reasonable Assistance

At Bahrain Polytechnic's reasonable cost, Personnel agree to execute any and all documentation and provide all reasonable assistance to Bahrain Polytechnic to secure, protect, perfect or enforce any and all of Bahrain Polytechnic's rights, title and interests in and to Bahrain Polytechnic IP and to otherwise comply with its obligations under this IP Policy and/or any Relevant Contract.

Personnel shall do everything that may be reasonably required of them to assist Bahrain Polytechnic to protect, maintain and exploit the disclosed IP, including executing all documents which may be necessary to prove, confirm or perfect the title of Bahrain Polytechnic to any such IP.

The Originator(s) will have an active role in assisting DARE in its evaluation of the disclosed IP in the IDF. Further development and Commercialisation of the disclosed IP shall proceed with close collaboration between the Originator(s) and DARE.

The Originator(s) and other Personnel concerned shall give such assistance to Bahrain Polytechnic and to the licensees (or assignees) of the Bahrain Polytechnic IP as is reasonably necessary to enable the licensee (or assignee) to properly use and Commercialise the Bahrain Polytechnic IP, in accordance with the terms and conditions agreed in the collaborative research agreement or other Relevant Contract.

4.5 Early Formal Assignment of Rights to Bahrain Polytechnic by Personnel

For the avoidance of doubt, the provisions of this paragraph apply to all the faculties, departments, institutes, centers and Personnel conducting research or other intellectual activity using Bahrain Polytechnic Resources.

As a condition of:

(a) employment by Bahrain Polytechnic as Staff;
(b) admission by Bahrain Polytechnic as a Student; or
(c) engagement by Bahrain Polytechnic as another Relevant Party;

each Staff member, Student. and Other Relevant Party (as the case may be) shall comply with this IP Policy and shall, where and as required, agree to assign to Bahrain Polytechnic (or a person or company nominated by Bahrain Polytechnic or an agency which provided the funding for the relevant research) any and all IP in and to inventions or other IP discovered and produced or otherwise developed while the person was Personnel as the case may be.

When required by the specific circumstances of a project and on the request of the Knowledge Transfer and Commercialisation Office, a member of Personnel will agree:

a) to sign an Intellectual Property Assignment Agreement.
b) to execute such documents of assignment, confirmatory assignment or other documentation required to assign or transfer IP and waive any moral rights to ensure, protect, perfect and enforce Bahrain Polytechnic's rights, title and interest in Bahrain Polytechnic IP.
c) to do anything that may reasonably be required to assist any assignee of any patent application or other IP to obtain, protect and maintain its rights, title and interest; and
d) to use all reasonable endeavours to do or procure to be done all such further acts and things and to execute or procure the execution of all such other documents as may be reasonably required from time to time for the purpose of giving each party thereto the full benefit of the provisions of this IP Policy.

4.6 Principal Investigators and other Personnel

As the lead researcher on a programme of research, the Principal Investigator (PI) carries a particular responsibility for compliance with Bahrain Polytechnic's IP management system throughout the programme. This is also relevant for the purposes of good record keeping and the disclosure, introduction and/or use of Background IP in a particular programme of research or project, and in the context of recording the outcomes of such activities. To acknowledge this responsibility, the Principal Investigator (PI) will be required to give a PI Undertaking prior to signing the contract or collaborative research agreement for the performance of such research activities. All other members of Personnel involved in the performance of such research activities may be required to give a Researcher Undertaking.

4.7 Record Keeping

It is important that Bahrain Polytechnic Personnel understand that their records may be subject to legal scrutiny in the securing of protection for Intellectual Property (e.g., patent protection). This requires the maintenance of accurate and contemporaneous records of the steps leading to their invention/discovery. Accordingly, data generated during research should be held in laboratory notebooks or in an electronic format suitably backed up. Records should be dated and regularly signed by the Principal Investigator (PI) and witnessed by the Head of Department, Centre/Institute Head/Director as appropriate.

5. Role of Bahrain Polytechnic in The Commercialisation of IP

5.1 Role of AREC in Knowledge Transfer and Commercialisation

The Applied Research and Entrepreneurship Committee is in charge of the administration of the activities set out in this IP Policy, including putting the decisions of the IP Committee into effect. AREC shall be responsible for:

- processing of IP applications submitted using an Invention Disclosure Form.
- facilitating a fair and equitable return to those involved in Commercialisation of their research/work in line with this IP Policy.
- day-to-day matters relating to the identification, evaluation, protection and exploitation of IP.
- decisions in respect of the commercial evaluation of new innovations.
- decisions in respect of IP protection and prosecution, including filing and management of patent applications and related IP protection.
- decisions on the exploitation route.
- negotiating commercial terms.
- decisions not to file a patent application or other IP protection or any commercialisation route; decisions not to continue with prosecution of a patent application or other IP protection after it has been filed (but not yet granted); decisions not to continue with commercialisation activity after one or more patents have been granted.
- the process, if applicable, to offer Bahrain Polytechnic IP back to relevant Originator(s).
- drafting/negotiating/executing non-disclosure agreements, material transfer agreements, etc. with industry and/or other research organisations regarding collaborative research projects.
- advising on disclosures and publications.
- externally communicating on matters of IP on behalf of Bahrain Polytechnic.
- managing internal communications regarding IP within Bahrain Polytechnic.
- fostering general awareness by Personnel of this IP Policy and ensuring that appropriate IP training on this IP Policy and its day-to-day application and relevance is made available to Staff and Students (and as required Other Relevant Parties) of Bahrain Polytechnic; and
- driving the effective and appropriate Commercialisation of Bahrain Polytechnic IP in accordance with this IP Policy.

5.2 AREC Intellectual Property Sub Committee

The IP Sub-Committee consists of the following members:

- Dean Applied Research and Innovation (Chair).
- Director of Finance (or nominee).
- Head of Innovation and Enterprise.
- Head of Research.
- A Research Centre Director.
- A Dean of Faculty; and
- Such other members as Bahrain Polytechnic may nominate and appoint from time to time.

The IP Sub-Committee reviews proposals and takes decisions relating to the following:

- The approval of the creation of a Bahrain Polytechnic Spin-out Company.
- The approval of Bahrain Polytechnic to take equity in a spin-out Company.
- The approval of commercial terms of Spin-out, including any related Bahrain Polytechnic IP licensing transaction(s).
- How Bahrain Polytechnic equity is managed, including when and how to sell Bahrain Polytechnic shares.
- The approval of any Originator or Promoter or of a Bahrain Polytechnic representative to act as a director of a Spin-out Company.
- The approval of and allowing access to certain Bahrain Polytechnic's facilities by a Spin-out Company.
- The approval of the commercial terms of a licence or assignment

The decision to form a Spin-out Company or the decision as to when to sell Bahrain Polytechnic Shares in a Spin-out Company will also involve at least one Deputy CEO from within Bahrain Polytechnic who is not part of the research hierarchy.

The IP Committee monitors the status of Bahrain Polytechnic's IP management. Where issues exist, the Committee makes recommendations as to how the issue can be remedied. The IP Committee meets on at least an annual basis, or as otherwise necessary. Members of the IP Committee are required to declare their interest in a proposal if such exists and to absent themselves from any discussion pertaining thereto.

The Deanship of Applied Research and Entrepreneurship is responsible for putting the decisions of the IP Committee into effect.

5.3 Commercial Evaluation of IP

- Any IP reported in an Invention Disclosure Form shall be submitted to DARE for assessment regarding its patentability and/or potential Commercialisation.
- DARE may recommend that other suitably qualified advisors or external consultants be engaged to advise on the assessment of the IP.
- As far as practicable, the relevant Originator(s) or researchers will be involved in the evaluation (and, where relevant, protection) process by DARE.
- DARE will assess such disclosure normally within three months (or such longer period as may be reasonably required) of receipt of an Invention Disclosure

Form as to its patentability and potential for Commercialisation and provide an initial assessment of the most suitable next steps and/or exploitation route to Originator(s) of the IP.

For the avoidance of doubt, IP that is deemed to have commercial potential can include IP that cannot be protected by patenting, in addition to IP that is protectable by patents (or some other method of IP protection deemed appropriate by DARE).

5.4 Submission of a Patent Application

- Bahrain Polytechnic shall have the right, but not the obligation, either directly or through an outside agent, to seek patent or other protection of the IP and to undertake efforts to Commercialise the IP.
- Where a decision is made by DARE to proceed with a patent application, the Originator of the IP is required to cooperate in every reasonable way, to execute all necessary documents and to assist DARE in processing the patent application. The application will remain confidential until such time as the filing process is complete and any disclosure outside Bahrain Polytechnic during this period must only be made under confidentiality agreements agreed in advance by DARE.
- The cost of the submission of the patent application shall be paid by Bahrain Polytechnic. The Originator(s) may be required to assist Bahrain Polytechnic and/or its advisors with the preparation of a claim for appropriate support for IP protection.
- The Originator(s) of the IP and Bahrain Polytechnic shall take all reasonable precautions to protect the integrity and confidentiality of the IP in question. The Originator(s) of the IP should be aware that publication prior to the filing of a patent application will destroy patentability.
- No patent application, assignment, licensing or other agreement may be entered into or will be considered valid with respect to Bahrain Polytechnic IP except when properly and lawfully executed by Bahrain Polytechnic.

5.5 Authorised Signatory

To ensure the validity of all legal agreements governing the transfer and use of Bahrain Polytechnic IP, the CEO must sign on behalf of Bahrain Polytechnic. Unauthorised Personnel cannot sign legal agreements on behalf of Bahrain Polytechnic.

6 Grant Back of Rights to Bahrain Polytechnic Originators

6.1 BP/DARE decides not to file a patent application or other IP protection or any commercialisation route

Upon the request of the Originator(s), Bahrain Polytechnic may decide, at its discretion and where it is in a position to do so, to offer the opportunity (licence or assignment) to the Bahrain Polytechnic Originator(s) of the IP, at their expense and risk, to pursue exploitation independently if this is deemed appropriate under agreed written terms (which may include future revenue sharing and/or appropriate 'windfall' clauses for the benefit of Bahrain Polytechnic), without prejudice to or limiting Bahrain Polytechnic's rights to continue to use the IP for its academic and research purposes in all fields of use or applications and subject to any reasonable conditions necessary to protect Bahrain Polytechnic e.g. in relation to the requirements of the Sponsor of the research which gave rise to the IP.

6.2 BP/DARE decides not to continue with the prosecution of a patent application or other IP protection after it has been filed (but not yet granted)

Bahrain Polytechnic may decide at any stage to withdraw from the process of protecting/exploiting a particular piece of IP. This may arise where concern exists regarding the technical or commercial feasibility of a particular piece of IP, where prosecution is considered likely to be unsuccessful, the costs of exploiting the IP are excessive, or external sponsorship of the process is no longer available.

The Bahrain Polytechnic Originator(s) of the IP will be notified (with as much notice as practicable) of the intention of Bahrain Polytechnic to withdraw from the process.

Upon the request of the Originator(s), the IP may, at Bahrain Polytechnic's entire discretion and where it is in a position to do so, be offered (license or assignment) to the Bahrain Polytechnic Originator(s) of the IP (subject to reimbursement of prior IP protection costs and the Bahrain Polytechnic Originator(s) stepping in to assume the prosecution of the patent at their sole expense), at their expense and risk, to pursue exploitation independently under agreed written terms (which may include future revenue sharing and/or appropriate 'windfall' clauses for the benefit of Bahrain Polytechnic). Bahrain Polytechnic will remain entitled, however, and reserves the right at all times to use the same IP for its academic and research purposes in all fields of use or applications.

6.3 BP/DARE decides not to continue with commercialisation activity after one or more patents have been granted

All IP under management by DARE, including patented IP, will be reviewed periodically to determine whether the costs of retention within the portfolio continue to be justified in the context of market information and technology performance.

As a result of such a review, and upon the request of the Originator(s), Bahrain Polytechnic may decide, at its discretion and where it is in a position to do so, to offer the IP (licence or assignment) to the Bahrain Polytechnic Originator(s) of the IP (subject to reimbursement of prior and and/or ongoing IP protection and related enforcement costs), at their expense and risk, to pursue exploitation independently under agreed written terms (which may include future revenue sharing and/or appropriate 'windfall' clauses for the benefit of Bahrain Polytechnic), without prejudice to or limiting Bahrain Polytechnic's rights to continue to use the IP for its academic and research purposes in all fields of use or applications.

6.4 Conditions

Any assignment under section 6 of this IP Policy shall be subject to the law of the Kingdom of Bahrain. For the avoidance of doubt, if IP is assigned to Originator(s) under section 6, then Bahrain Polytechnic shall no longer be responsible for any subsequent costs of the IP after assignment to Originator(s).

Notwithstanding the provisions of section 6, Bahrain Polytechnic will be free to dispose of Bahrain Polytechnic IP as it deems appropriate.

7 Commercialisation of Bahrain Polytechnic IP

7.1 Routes to Commercialisation

The Deanship of Applied Research and Entrepreneurship will maintain contact with the Originator(s) to assess the state of readiness of the Bahrain Polytechnic IP. Once DARE determines that the Bahrain Polytechnic IP has reached an adequate state of development and/or protection, a Commercialisation plan is developed in consultation with the Originator(s).

Generally, the main routes for the Commercialisation of Bahrain Polytechnic IP are: (i) licensing, (ii) where permitted, assignment or (iii) the creation of a Spin-out Company (including developing the commercial potential of the IP through a joint venture with a third party).

7.2 Continuing Research Activities

In providing advice and assistance under this IP Policy, DARE will stipulate the retention of the right to use and access know-how and research materials for the purpose of continuing and further research at Bahrain Polytechnic as well as options which may provide the most benefit to the National Economy.

8 Licensing Of Bahrain Polytechnic IP

8.1 License Agreements

Licensing aims to ensure effective exploitation of Bahrain Polytechnic IP. In instances where Bahrain Polytechnic IP is not sufficiently strong or broad enough to trigger the creation of a Bahrain Polytechnic Spin-Out Company, then the best commercialisation opportunity for a particular piece of Bahrain Polytechnic IP may be to license it to an existing company. For example, a relatively small technological improvement to existing products with well-established companies dominating the market will typically be best exploited by licensing it to a market leader.

Where the chosen exploitation route is a licence to an existing company, DARE will prepare non-confidential summaries and, in consultation with the Originator(s), seek to identify potential licensees.

A company Sponsor of research may have an option to a licence to Bahrain Polytechnic IP under a Relevant Contract.

With the assistance of the Originator(s), DARE will have the responsibility to negotiate a Licence Agreement with a third party on an exclusive (where this optimises exploitation of the IP) or non-exclusive basis, relating to specific fields of application and/or geographical territories, and at fair and reasonable commercial terms to the maximum benefit of Bahrain Polytechnic.

When licensing Bahrain Polytechnic IP to a Spin-out Company, while negotiated on arms-length terms, Bahrain Polytechnic may modify any milestone payments so that these are weighted and timed to occur when the Spin-out Company becomes cash generative.

Licence Agreements must always provide for Bahrain Polytechnic's future use of the Bahrain Polytechnic IP for its core academic and research activities and to assist Bahrain Polytechnic's wider regional and national objectives.

9 Assignment of Bahrain Polytechnic IP

9.1 Assignment

While Bahrain Polytechnic will not normally consider assigning ownership of Bahrain Polytechnic IP, it may in exceptional circumstances, where Bahrain Polytechnic is satisfied that assignment is demonstrably the most effective way of exploiting the IP and is the best route to generate maximum benefit for The Kingdom of Bahrain, agree to transfer or assign ownership of the Bahrain Polytechnic IP, provided that Bahrain Polytechnic receives fair value in return and is able to continue its research and teaching in the field.

Bahrain Polytechnic will not normally consider an assignment of Bahrain Polytechnic IP until such time that Bahrain Polytechnic is satisfied that certain criteria can be met, including but not limited to:

- The assignee has the resources to deliver any proposed commercial plans for the Bahrain Polytechnic IP.
- Any assignment of Bahrain Polytechnic IP shall be for the fair market value of the IP; such value shall be established by DARE and may involve external experts.
- The assignment has no negative impact on Bahrain Polytechnic's research activities.
- No governmental financial issues arise.

Bahrain Polytechnic IP will not be assigned to a Spin-out Company at the point of spin-out, and only exceptionally at a future time and if certain pre-agreed commercial, developmental and/or investment milestones are met, such that Bahrain Polytechnic has confidence that the Spin-out Company has a sound financial future and a reasonable chance of successfully commercialising the Bahrain Polytechnic IP.

10. Spin-Out Companies

10.1 Background, Proposals and Evaluation

The Framework for Spin-Out Company Formation contained in the National IP Protocol guides Bahrain Polytechnic's approach to Spin-out Companies.

The formation of a Spin-Out Company is chosen if the Bahrain Polytechnic IP is best exploited through (and is capable of supporting) a new company rather than an existing one. For example, platform technologies which need to build new market demand in fragmented markets may be optimally developed in a Spin-out Company environment.

A Spin-out Company will usually take a licence to the Bahrain Polytechnic IP from Bahrain Polytechnic and at the same time issue a percentage share equity in the capital of that Spin-out Company to Bahrain Polytechnic.

Where the proposed Bahrain Polytechnic IP exploitation route involves the formation of a new Spin- out Company, a brief case will be prepared by DARE, working with the Originator(s), setting out the preferred exploitation route and other options considered, details of the activities intended to be undertaken by the Spin-out Company to develop and Commercialise the Bahrain Polytechnic IP, the future role in the company of the Originator(s) or Promoter(s), including how any potential conflicts of interest are to be managed (see section 15), and an outline business plan.

The IP Committee will evaluate the case, and may, at its absolute discretion, reject a submission outright or move to full examination of the concept. Such examination will require further information and, if appropriate, a period of negotiation by DARE on the detailed arrangements for the establishment of the Spin-out Company and the licensing of the relevant Bahrain Polytechnic IP.

The IP Committee will fully examine the proposal and take decisions relating to the following:

- The approval of the creation of a Bahrain Polytechnic Spin-out Company.
- The approval of Bahrain Polytechnic taking equity in the Spin-out Company.
- The approval of commercial terms of Spin-out, including any related Bahrain Polytechnic IP licensing transaction(s).
- How Bahrain Polytechnic equity is managed, including when and how to sell Bahrain Polytechnic Shares.
- The approval of any Originator or Promoter or of a Bahrain Polytechnic representative (the IP Committee will have at its discretion the right to appoint a Bahrain Polytechnic director) to act as a director of the Spin-out Company.
- The approval of and allowing of access to certain of Bahrain Polytechnic's facilities by the Spin-out Company.

Following full examination, the IP Subcommittee may recommend either approval or rejection of the proposal to establish a Spin-out Company.

A decision to form a Spin-out Company or the decision as to when to sell Bahrain Polytechnic Shares in a Spin-out Company will also involve at least one Vice President from within Bahrain Polytechnic who is not part of the research hierarchy.

10.2 Role(s) of Bahrain Polytechnic Originator(s) in relation to Spin-Out Company

Each Bahrain Polytechnic Originator must inform DARE as early as possible of his/her intention as to whether he or she wishes to act as (a) a Promoter of the Spin-out Company and pursue Commercialisation of the relevant Bahrain Polytechnic IP or (b) a Contributor.

A Promoter, usually a director of the Spin-out Company, plays a key role in the management and operation of the Spin-out Company and/or its efforts to Commercialise the relevant Bahrain Polytechnic IP and acquires a number of shares in the capital of the Spin-out Company.

A Contributor plays an important part in contributing to the creation or further development of the Bahrain Polytechnic IP but does not have any formal or active role in the management or operation of the Spin-out Company post-formation and does not acquire any shares in or ownership of the Spin-out Company.

Under this IP Policy, the Promoter of an approved Spin-out Company will be deemed to have waived any right to receive a share of any income obtained by Bahrain Polytechnic pursuant to section 11.3, or otherwise in respect of that Bahrain Polytechnic IP. The Contributor of an approved Spin-out Company will be deemed to have waived any right to receive founding equity in the capital of such Spin-out Company pursuant to section 12.1. In short, Originators are not allowed to 'double dip'.

10.3 Incorporation of a Spin-out Company and Legal Agreements

Where a spin-out proposal has been approved by the IP Committee and agreement on detailed terms/conditions of establishment has been reached:

1. The Constitution may be drawn up, and the Spin-out Company may be registered for trading; and
2. Bahrain Polytechnic and the Spin-out Company will agree and enter into a License Agreement, and at the same time, the Shareholders, the Spin-out Company and Bahrain Polytechnic will agree and enter into a Shareholders' Agreement.

The incorporation and operation of any Spin-out Company carries with it important responsibilities and legal obligations. The management of the Spin-out Company is the responsibility of its directors, who are subject to a large number and wide range of statutory obligations as set out by the Ministry of Industry and Commerce.

10.4 Bahrain Polytechnic Shares in a Spin-out Company

Agreeing with equity share in a Spin-out Company is a commercial negotiation based on risk and reward. Equity share for Bahrain Polytechnic will depend on the specific proposition and its commercial potential and will have regard to the stage of development and commercial readiness of the licensed Bahrain Polytechnic IP and the resources required to Commercialise it, in addition to Bahrain Polytechnic and State support given to the creation or development of the Bahrain Polytechnic IP.

Where Bahrain Polytechnic directly assists in:

- the development of the business plan; or
- the raising of investment capital; or
- negotiations with prospective clients; or
- provision of space and facilities and access to infrastructure; or
- the direct funding of the project leading to the Spin-out Company opportunity; then a higher equity stake may be negotiated on a case-by-case basis taking into account the investment by Bahrain Polytechnic and its continuing support for research relevant to the project (for example, a pipeline agreement which allows the Spin-out Company to access future related IP emerging from Bahrain Polytechnic).

A Spin-out Company which is based on individual know-how and has not required much Bahrain Polytechnic support might have a lower Bahrain Polytechnic equity stake.

Bahrain Polytechnic's equity stake may be affected where third party funding terms or joint IP ownership are involved.

Bahrain Polytechnic shall seek a fair return that balances the contributions to date from the State and Bahrain Polytechnic (financial and in-kind) against the future commercial development required. Ultimately, Bahrain Polytechnic shall act to maximise the overall economic and social benefits for The Kingdom of Bahrain.

Bahrain Polytechnic will not make any payment to the Spin-out Company for such equity / Bahrain Polytechnic Shares.

Any conditions attaching to Bahrain Polytechnic's shareholding must be agreed by the IP Committee prior to the establishment of the Spin-out Company and will be as set out in the Shareholders' Agreement.

Bahrain Polytechnic may dispose of or transfer part or all of the Bahrain Polytechnic Shares with due notice to the Spin-out Company's directors, subject to and in accordance with the terms of the Shareholders' Agreement and the Constitution of the Spin-out Company, and subject to approval by the IP Committee.

10.5 Spin-out Companies and this IP Policy

Personnel seeking to exploit existing or future Intellectual Property of Bahrain Polytechnic through a Spin-out Company will be bound by, and must comply with and have complied with, the terms of this IP Policy.

10.6 Spin-out Company Licence Agreement

Detailed arrangements for the continued protection, use and Commercialisation of the Bahrain Polytechnic IP will be as set out in the Licence Agreement.

Without limiting Bahrain Polytechnic's other rights of termination under the Licence Agreement, the Licence Agreement (and all rights and licences granted to the Spin-out Company under it) may be terminated by Bahrain Polytechnic in case the Spin-out Company fails to Commercialise the Bahrain Polytechnic IP and/or the Spin-out Company becomes insolvent, bankrupt or otherwise enters into receivership, examinership, liquidation, or any other arrangement with its creditors, or ceases (or threatens to cease) to carry on business, and in such circumstances all rights, title and interest in and to the Bahrain Polytechnic IP will revert to Bahrain Polytechnic on termination.

10.7 Employees and Contractual Issues

Employment contracts issued by Spin-out Companies will state clearly that its staff are not employees of Bahrain Polytechnic and that the Spin-out Company will be responsible for all remuneration, tax, pensions, insurance and all other obligations to its employees. Similarly, all contracts issued to external suppliers, consultants or any other subcontractors, will be clearly in the name of the Spin-out Company and will exclude Bahrain Polytechnic from any obligation or liability arising from such contracts.

10.8 Services and Support to Spin-out Companies

Spin-out Companies may avail of a range of Bahrain Polytechnic services and supports, including, where appropriate, incubation facilities and business development support in Bahrain Polytechnic's on-campus Innovation Centre, access to specialised equipment and laboratory facilities; Library services; security and car parking; and catering services, subject to availability and agreement in writing on terms and conditions.

10.9 Indemnity

The Promoters of a Spin-out Company must provide evidence of adequate personal and professional indemnities and shall undertake to indemnify and hold Bahrain Polytechnic harmless from and against any legal action, loss, liability, claims or damages howsoever arising from the Spin-out Company's activities and against any third-party action arising out of/ or in connection with the Spin-out Company's use or Commercialisation of the Bahrain Polytechnic IP.

10.10 Tamkeen

Tamkeen offers a range of supports to Spin-out Companies. Their Commercialisation Specialists and Development Advisors will work with the Promoters and DARE to nurture and develop the Spin-out Company to the point where it can be classed as a Tamkeen High Potential Start-Up (HPSU) company and considered for financial investment from the Tamkeen Enterprise Fund.

11 Licensing Income – Sharing with Bahrain Polytechnic Originators

11.1 General Principles

It is recognised that the development of Bahrain Polytechnic IP is dependent on the existence of satisfactory incentives to provide rewards to Bahrain Polytechnic inventors / Originators. Bahrain Polytechnic is also committed to the provision of non-financial rewards for such activities, including academic recognition, improvements in the Department's / Research Institute's facilities and funds for research.

If Bahrain Polytechnic IP is licensed (or, exceptionally, assigned) to an existing company or to a Spin- Out Company, Income (royalties, milestones, annual/maintenance payments, lump sums etc.) will be available (after any direct expenses incurred by Bahrain Polytechnic are deducted) for sharing with the Bahrain Polytechnic Originator(s) of that Bahrain Polytechnic IP.

11.2 Entitlement

For the avoidance of doubt, Personnel (whether Originators of IP or otherwise) that are not Staff or Students but are an Other Relevant Party, shall not be entitled to Income arising from Bahrain Polytechnic IP to which they have contributed unless this is stated in their contract of engagement or Bahrain Polytechnic agrees otherwise in writing.

The division of Income received by Bahrain Polytechnic as a result of the licensing (or, exceptionally, assignment) of Bahrain Polytechnic IP to a Spin-out Company, including royalties, option fees, milestone payments or other licence fees or assignment fees paid by the Spin-out Company to Bahrain Polytechnic pursuant to the Licence Agreement will be divided and disbursed by Bahrain Polytechnic subject to and in accordance with this IP Policy:

- Where a Bahrain Polytechnic Originator is a Contributor to a Spin-out Company, the Originator will be entitled, subject to and in accordance with this IP Policy, to receive his/her share of the licensing (or, exceptionally, assignment) Income received by Bahrain Polytechnic in respect of that

Bahrain Polytechnic IP. For clarity, however, the Contributor will not receive an equity share in the capital of the Spin-out Company at the same time.

- Any Originator receiving personal equity in a Spin-out Company as a Promoter shall not be entitled to receive any share of royalties, milestone payments, licence fees or any other Income whatsoever received by Bahrain Polytechnic which results from or relates to the licensing (or, exceptionally, assignment) of Bahrain Polytechnic IP to the same Spin-out Company.

11.3 Division of Income

Subject to the terms of this IP Policy, it is intended (but always subject to Bahrain Polytechnic's discretion) that Income derived from licensing (or, exceptionally, assignment) of Bahrain Polytechnic IP in accordance with the provisions of this IP Policy will be distributed (net of all charges associated with the protection and administration of the IP) between the Bahrain Polytechnic Originator(s), Bahrain Polytechnic and the Originator(s)' Faculty/Research Institute:

Level of cumulative net income	Bahrain Polytechnic Originator(s)	Bahrain Polytechnic	Originator's Faculty / Research Institute
Portion BHD 0 - 50,000	60%	25%	15%
Portion BHD 50,001-125,000	40%	35%	25%
Portion > BHD 125,000	30%	40%	30%

Net Income to be distributed to Bahrain Polytechnic Originators in respect of an item of Bahrain Polytechnic IP will be allocated to them individually in proportion to their respective intellectual contributions to that Bahrain Polytechnic IP, as outlined in the Invention Disclosure Form (see section 4.2). Where an Originator is not entitled to receive a share of Income (under section 11.2), the share of Income which would otherwise have been allocated to that Originator (pursuant to this section 11.3) shall be allocated to Bahrain Polytechnic.

For the avoidance of doubt, and without limiting the application of this IP Policy, the division of licensing Income pursuant to this section 11.3 (where applicable) is net of, and after the deduction of, any and all expenses to the extent incurred by Bahrain Polytechnic in relation to the relevant Bahrain Polytechnic IP, including, but not limited to, patent costs, legal fees, and any applicable taxes

All payments to Bahrain Polytechnic Originators under this Policy are subject to compliance with applicable taxation provisions as required by law at the time of distribution.

An individual Originator's share shall continue to be paid to him/her even though he/she may have left Bahrain Polytechnic. It is the Originator's responsibility, however, to ensure that Bahrain Polytechnic is provided with accurate and up-to-date contact details and such other details, as may be reasonably required, to enable Bahrain Polytechnic to continue to make such payments to the Originator.

12 Equity in Spin-Out Company - Sharing with Promoters

12.1 Promoter Equity share in Spin-out Company

In recognising the value of equity and the role of shareholders in running and controlling a start-up Spin-out Company, equity will usually only be given to Bahrain Polytechnic, Promoters, external founders (if applicable), and investors who will be committed to adding value to the Spin-out Company on a long- term basis.

The share of equity to be allocated to Promoters will take into consideration their contribution to the creation and subsequent development of the Spin-out Company, the risk taken (and intended to be taken), any personal financial investment, the level of commercial readiness of the proposition and the downstream effort required to bring success.

It is important to bear in mind that further equity sharing will be required downstream e.g. with external founder(s), subsequent investors, management and staff.

For clarity, the Contributor of an approved Spin-out Company will be deemed to have waived any right to receive founding equity in the capital of such Spin-out Company pursuant to this section 12.1.

12.2 Income/Proceeds from Bahrain Polytechnic Shares in a Spin-Out Company

Nothing in this IP Policy shall impose any obligation on Bahrain Polytechnic to distribute to any Personnel (i) any dividends to the extent paid by the Spin-out Company to Bahrain Polytechnic pursuant to and in accordance with the Shareholders' Agreement and/or the Constitution in relation to the Bahrain Polytechnic Shares; and/or (ii) any other proceeds to the extent received by Bahrain Polytechnic from the permitted transfer or sale of some or all of the Bahrain Polytechnic Shares or the permitted transfer or sale of the Spin-out Company or all or substantially all of its assets.

All such dividends and/or other proceeds shall be retained by Bahrain Polytechnic and used by and at the discretion of Bahrain Polytechnic in the furtherance of its academic, research or Commercialisation activities or in any other way Bahrain Polytechnic sees fit.

13 Publication of Research Results

It is Bahrain Polytechnic policy to encourage Staff and Students to place the results of their research in the public domain either through publication in learned journals or presentation at conferences or any other media. This is a vital factor for academic recognition.

It is mandatory that such disclosure is carried out in accordance with and is not in violation of the terms of any Relevant Contract or other agreement that has been entered into by Bahrain Polytechnic with a Sponsor or other third party.

Bahrain Polytechnic also recognises that there are times when Intellectual Property should be protected before being published. It must be recognised that premature publication or disclosure, except on a confidential basis, may make it impossible to obtain valid patent protection. Where possible the delay in

publication to enable a patent application to be filed should be for such period as is reasonably determined by DARE to protect the patentability of the IP.

In this Policy, publication refers broadly to any disclosure of the Intellectual Property, or any part of it, in any public format, including, but not limited to, journals, conference proceedings, conference abstracts, conference presentations, undergraduate / postgraduate theses, websites and posters. Even publications of limited scope (for example, describing an overall approach) and scale (presentation to a small group) can have a significant impact and potentially reduce the ability of Bahrain Polytechnic to adequately protect such Intellectual Property.

Deposition of a thesis in a Bahrain Polytechnic Library constitutes publication and may prejudice patent action unless an appropriate provision is made for limited accessibility to the thesis, as provided for via a "closed thesis" in Bahrain Polytechnic's Research Regulations.

In the case of funded research programmes, any requirements for the protection of Intellectual Property must be complied with prior to publication. Examples of such requirements would be the need to obtain prior approval from collaborating organisations (academic or commercial) prior to submission for publication, and/or a requirement that documents be approved by DARE prior to submission for publication. While no such specific requirement exists for non-funded research programmes, the Principal Investigator (PI) should consult with DARE prior to publication, where the PI believes there may be commercial or other potential in the results of the research.

Questions or concerns with regard to the potential impact of publication on Intellectual Property rights may be directed to the Deanship of Applied Research and Entrepreneurship.

14 Conflicts of Interest Relating Specifically to Research and Commercialisation Activities

A Conflict of Interest arises when an individual holds a personal interest, whether direct or indirect, which in the opinion of a reasonably informed and well-advised person is sufficient to call into question the independence, impartiality and objectivity the individual is obliged to exercise in the performance of his/her duties. Conflicts of Interest may be financial or non-financial or both.

The existence of an actual, perceived or potential Conflict of Interest does not necessarily imply wrongdoing on anyone's part. However, any private, personal or commercial interests which give rise to such a Conflict of Interest must be recognised, disclosed appropriately and either eliminated or properly managed.

Conflicts of Interest that may arise in connection with IP Commercialisation include, but are not limited to, the following:

- An individual using their Bahrain Polytechnic position to:
    - influence a contract or other favourable terms for a company in which they, or a relative or friend, have a financial interest.
    - obtain financial or non-financial benefits for themselves or for a relative or friend in return for providing advantage, or potential advantage.

  - use Bahrain Polytechnic resources or confidential information for personal financial or non-financial benefit, or benefit to a relative or friend.
- Conducting business, employment or activity outside of Bahrain Polytechnic which adversely affects the individual's ability to perform their duties.
- An individual compromising research objectivity or independence in return for financial or non-financial benefit for them or for a relative or friend.

Examples of these kinds of Conflicts (this is not an exhaustive list):

- A researcher having a financial interest in the company sponsoring research, this being exacerbated if the value of the researcher's interest may be affected by the outcome of the research.
- An individual is an inventor of patents or creator of other IP whose value may be affected by the outcome of research in which they are involved.
- An individual holds a position in an enterprise (e.g. as director) that may wish to restrict (or otherwise manage) adverse research findings for commercial reasons or not wish to publish the results of the research.
- An individual having a financial interest or other personal interest in a Spin-out Company or may have personal IP with which they are intending to create a start- up company.
- An individual having a financial interest in the licensee (or proposed licensee) of Bahrain Polytechnic Intellectual Property.
- An individual taking part in the negotiation of a contract between Bahrain Polytechnic and a company, where the individual or their family or a close personal friend has a financial or non-financial interest (e.g. a directorship) in that company.

  Bahrain Polytechnic's Conflict of Interest Policy sets out the procedures to be followed by Personnel in respect to actual, perceived or potential Conflicts of Interest.

  Bahrain Polytechnic requires full disclosure of potential areas of conflict and open discussion at the earliest possible opportunity. Bahrain Polytechnic will endeavour to alert Personnel to recognise where Conflicts of Interest may occur in relation to its or their research and Commercialisation activities and to manage and resolve these conflicts in line with its Conflict-of-Interest Policy.

  The responsibility for avoiding Conflicts of Interest rests, in the first instance, with each Personnel Member. In case the Knowledge Transfer and Commercialisation Office identifies a potential, actual or perceived conflict of interests related to IP Commercialisation, it shall make the individual Personnel Member concerned aware of the Conflict and advise them to follow the process outlined in Bahrain Polytechnic's Conflict of Interest Policy.