

Intellectual Property Policy

Policy Statement & Reason for Policy/Purpose

This policy (“Policy”) provides guidance to faculty, staff and students on the principles, practices, and procedures of the American University in Cairo (“AUC” or the “University”), with respect to Intellectual Property.

This policy is based on two fundamental principles:

1. Enhancing academic freedom;
2. Protecting the respective interests of all concerned.

Who Approved This Policy

Approved by the Faculty Senate on May, 10, 2014
Signed by the University President on May 20, 2014

Who Needs to Know This Policy

- 1- The entire AUC community
- 2- Visiting researchers and professors
- 3- Outside entities engaging with AUC

Web Address for this Policy

<http://www.aucegypt.edu/about/Policies/Pages/default.aspx>

Contacts

Responsible University Official:

For section I. “Inventions, Patents and Licensing” and section III. “Tangible research property”
The Director of the Technology Transfer Office

For section II. “Copyrights Policy”
The Head of the University Research Board

Responsible University Office:

For section I. “Inventions, Patents and Licensing” and section III. “Tangible research property”
The Technology Transfer Office

For section II. “Copyrights Policy”
The University Research Board

If you have any questions on the policy or procedure relating to section I. or III. of this policy, you may:

- Call a Technology Transfer Office representative at 4834, or
- Send an e-mail to tto@aucegypt.edu

If you have any questions on the policy or procedure relating to section II. of this policy, you may:

- Call the Head of the University Research Board (URB)
- Send an e-mail to vpr@aucegypt.edu

Policy/Procedures

I. INVENTIONS, PATENT AND LICENSING

I.1. Introduction

This policy (“Policy”) provides guidance to faculty, staff and students on the principles, practices, and procedures of the American University in Cairo (“AUC” or the “University”), with respect to patents, inventions and licensing.

This policy is based on three fundamental principles:

3. Enhancing academic freedom;
4. Providing a clear path to technology commercialization;
5. Protecting the respective interests of all concerned.

What is an Invention?

An **invention** is a novel and useful process, machine, device, or composition of matter. It may provide a new way of doing something, or offer a new technical solution to a problem. New or improved devices, systems, circuits, chemical compounds, mixtures, and the like are all examples of inventions. It is probable that an invention has been made when something new and useful has been conceived or developed, or when unusual, unexpected, or nonobvious results have been obtained and can be exploited.

What is a Patent?

A **Patent** is an exclusive right to exploit an invention for a term of years. Patent protection means that the invention cannot be made, used, distributed or sold on a commercial scale without the patent owner's consent. The usual patent term is twenty years from the date of application.

The patent owner may give permission to other parties, or license them, to use the invention on mutually agreed terms. The owner may also sell the right to the invention to someone, who then

becomes the new owner of the patent.

A patent prevents others from using the invention without permission, but it does not give its owner an absolute right to use the patented invention. Third parties may hold rights in underlying technology or processes, and their permission may need to be sought for specific uses.

Patents are granted only for an individual country and some for a specific region. A patent granted in one country does not automatically provide protection against activity in another country. The process of applying for patent protection is complex, expensive and lengthy. It may take several years to receive a patent. Once the patent expires, the protection ends, and the invention becomes part of the public domain. This means that the owner no longer holds exclusive rights in it, and it becomes available for commercial exploitation, free of charge, by others.

What is the Technology Transfer Office?

The **Technology Transfer Office** (“TTO”) was established in June 2010 to ensure that practical research discoveries at AUC will be disseminated and used for public benefit. Its purpose is to evaluate the commercial potential of AUC research discoveries and to manage the process of protecting, licensing and commercializing University inventions where appropriate. All proceeds from commercialization are distributed internally to support future research and development, with the largest share going to the inventor and the inventor’s school or department.

What is an Innovation Disclosure Form?

An [innovation disclosure form](#) is a document that provides information about the inventor(s), what was invented, circumstances leading to the invention, and facts concerning subsequent activities. It provides a basis for a determination of patentability and the technical information for drafting a patent application. An innovation disclosure is also used to report technology that may not be patented but is protected by other means such as copyright.

I.2. Patent Policy

- I.2.1.* All potentially patentable inventions conceived or first reduced to practice in whole or in part by members of the faculty or staff (including visiting faculty, guest researchers and student employees) of the University in the course of their University responsibilities or with more than incidental use of University resources shall be disclosed on a timely basis to the University. Title to such inventions vests in the University, regardless of the source of funding, if any.
- I.2.2.* Generally students shall own any potentially patentable invention that they make, discover, or create in the course of their research unless:
 - (i) the student has received financial support from the University in the form of wages, salary, stipend or grant funds for the research;

(ii) the student has made more than incidental use of University resources, outside of general classroom projects and instruction, in the form of funds, facilities or personnel, in connection with the research;

(iii) the research was specially commissioned by the University or was co-invented with a University faculty member;

(iv) the research depends on background intellectual property owned by the University; or

(v) the research has been funded by a sponsor under a grant or sponsored research agreement, or is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation that restricts ownership of the intellectual property.

In the above exceptional cases, any potentially patentable invention must be disclosed to the University, title shall vest in the University in accordance with this Policy, and the student shall be considered a covered inventor subject to all other terms of this Policy.

- I.2.3.* Occasionally third parties sponsor contests, projects and other collaborations with students. In those cases, the sponsor may wish to claim ownership of resulting intellectual property. If so, with the exception of the cases described in section I.2.2, students must be informed of the requirement to transfer ownership to the sponsor at the beginning of the project. Students must agree to such ownership in writing as a condition to working on the project. If the collaboration is part of a course requirement, participating students must be presented with a choice of projects, some of which allow students to retain rights to their Intellectual Property
- I.2.4.* Student, faculty, guest or staff inventors not otherwise covered by this Policy may choose to assign rights in their inventions to the University and take advantage of the assistance of the TTO. In such cases, the invention shall be treated as a University invention in accordance with all other terms of this Policy.
- I.2.5.* The University shall share royalties from inventions with the inventor(s) according to I.8.2 and I.8.3.
- I.2.6.* The inventor(s) shall provide whatever assistance is required from the University to secure title to and commercialization of an invention. Such assistance may include executing declarations, assignments, or other documents as may be necessary in the course of invention evaluation, patent prosecution, or protection of patent or analogous property rights, to assure that title in such inventions shall be held by the University or by such other parties designated by the University as may be appropriate under the circumstances.

- I.2.7.* The inventors, acting collectively when there is more than one, are free to place their inventions in the public domain if, after discussing their plans with the TTO, they believe it would be in the best interest of technology transfer and if doing so is not in violation of the terms of any agreements that supported or related to the work.
- I.2.8.* Waivers of the provisions of this policy may be granted by the President on a case-by-case basis, giving consideration among other things to University obligations to sponsors, whether the waiver would be in the best interest of technology transfer, whether the waiver would be in the best interest of the University and whether the waiver would result in a conflict of interest.
- I.2.9.* Effective Date: This policy shall apply to all inventions conceived or reduced to practice on or after May 20, 2014.

I.3. Policy Applicability and Procedures

- I.3.1.* This Intellectual Property policy applies to all persons who work at AUC including, but not limited to: full-time and part-time faculty and staff and visiting faculty members and guest researchers. The policy also applies to undergraduate students, graduate students and post-doctoral fellows as required by Section *I.2.2*.
- I.3.2.* Faculty and staff use of University resources, including facilities, personnel, equipment, or confidential information, except in a purely incidental way, for any non-University purposes, including outside consulting activities or other activities in pursuit of personal gain, is governed by the University's **Outside Activities** and [Conflict of Interest Policies](#).
- I.3.3.* For the purposes of this Policy, "more than incidental use of University resources" would include:
- the use of specialized, research-related facilities, equipment or supplies, provided by AUC for academic and research purposes
 - significant use of "on-the-job" time.
- I.3.4.* The occasional and infrequent use of the following would typically not constitute "more than incidental use of University resources":
- routinely available, office-type equipment, including desktop computers, computer networks, and commercially- or publicly-available software
 - reference materials or other resources collected on the AUC campus, and which are generally available in non-AUC locations.
- I.3.5.* Patent Agreement: All individuals covered by this Policy and employed in any capacity by the University must sign the **AUC University Patent Agreement**. A variation of this agreement has been created for individuals with prior obligations regarding the disclosure and assignment of intellectual property. See **Patent**

Agreement for Personnel who have a Prior Existing and Conflicting Intellectual Property Agreement with Another Employer.

- I.3.6. The Provost's Office is responsible for getting the Patent Agreement signed, normally at the time of the individual's initial association with AUC.
- I.3.7. This Patent Policy constitutes an understanding that is binding on the University, and on its faculty, other employees, and other covered individuals as a condition of their participating in University research, educational and other programs or their use of University facilities or resources. The University may require formal patent agreements, such as that specified in Section I.3.5, to implement the Policy as appropriate, but the absence of such executed agreements shall not invalidate the applicability of the Policy.

I.4. Disclosure of Inventions to the University

I.4.1. Disclosure Procedure

- I.4.1.1. Covered inventors must prepare and submit on a timely basis an innovation disclosure for each potentially patentable invention conceived or first reduced to practice in the course of their University responsibilities or with more than incidental use of University resources.
- I.4.1.2. An [innovation disclosure form](#) describing the invention and including other relevant facts should be prepared by the inventor and forwarded to the TTO. Disclosure forms and best ways to contact the TTO are available on the [TTO website](#).
- I.4.1.3. Individuals covered by this policy are expected to apply reasonable judgment as to whether an invention has commercial potential. If such commercial potential exists, the invention should be considered "potentially patentable," and disclosed to AUC.
- I.4.1.4. Prompt identification of inventions is crucial to obtaining legal protection. Individuals covered by this policy should disclose a potential invention or seek guidance from the TTO as soon as questions arise as to what is patentable and what must be disclosed to the TTO.
- I.4.1.5. Any publication or public verbal disclosure (such as thesis presentations and competition pitching events) that describes a patentable invention prior to filing for patent protection may compromise the ability to obtain a patent in most countries in the world, including Egypt. Furthermore, most countries award patent rights on a first-to-file basis, so failure to timely identify an invention can mean forfeiture of legal protection.

I.5. Alternative Disposition of Rights

- I.5.1.* Should AUC decide not to proceed in a timely manner to patent and/or at any later point not to maintain and/or license the invention, AUC shall notify the inventor(s). Should the inventor(s) so request, and to the extent possible under the terms of any agreements that supported or related to the work, AUC shall release or assign the invention to the inventor(s). In such case, AUC will not be liable for any further maintenance, filing, legal, or other fees relating to the invention.
- I.5.2.* The inventor, or inventors acting collectively when there is more than one, is free to place inventions in the public domain in accordance with Section *I.2.7*. AUC will not assert intellectual property rights when inventors have placed their inventions in the public domain.

I.6. Best Practices for Researchers

- I.6.1.* It is highly advisable to document laboratory work using an ink pen in a controlled lab notebook with dated entries to reflect any steps, changes, new processes, observations, variations, results, during the entire process of research.
- I.6.2.* Individuals covered by this policy are encouraged to seek guidance from the TTO before any publication or public disclosure of research that may result in a patentable invention.
- I.6.3.* The inventor or university has the right to hold a closed and controlled thesis defense and presentation event in case the thesis, partially or fully, covers work that the university or inventor(s) believe is potentially patentable. The inventor(s) are encouraged to contact the TTO for guidance and support on procedures to hold such thesis events
- I.6.4.* The inventor or university has the right to bar public access for a limited time to a thesis that is deemed to cover, partially or fully, the subject of an invention for which either party (university or inventor) wishes to pursue formal protection. This may be done through the [Thesis Copyright and Availability](#) form that is available through the AUC Library's Digital Archive and Research Repository website.

I.7. Intellectual Property Involving Sponsored Research

- I.7.1.* Except as provided by Section *I.7.3*, inventions and technology conceived or first reduced to practice in the course of or resulting from research supported by a grant or contract with a third party agency or donor (collectively, "Donor" or "Donors") shall be owned by the University. The Donor should be offered an option to acquire license rights to develop and commercialize any Intellectual Property resulting from the project.

- I.7.2.* The TTO, in coordination with the University Office of Sponsored Programs (OSP), shall ensure that all reporting requirements and other obligations to Donors in relation to intellectual property are met. Intellectual Property arising from Donor-supported research should be promptly disclosed to the TTO to ensure that all obligations in relation to Intellectual Property can be fulfilled.
- I.7.3.* It is the policy of the University not to assign ownership of University inventions to outside Donors. The acceptance of a contract, grant or agreement that requires ownership of proprietary technology or inventions by someone other than the University may be approved by the President, President-designee, or TTO Director if the benefit from the level of funding for the proposed research and/or other consideration from the Donor, licensee, or other third party outweighs the potential value of University ownership.

1.8 Licensing and Commercialization

I.8.1. General Considerations

- I.8.1.1.* The University encourages commercial development of inventions and technology resulting from University research for public use and benefit. It recognizes that protection of proprietary rights in the form of a patent or copyright are often necessary - particularly with inventions derived from basic research - to encourage a company to risk the investment of its personnel and financial resources to develop the invention. In some cases an exclusive license may be necessary to provide an incentive for a company to undertake commercial development and production. Non-exclusive licenses allow several companies to exploit an invention.
- I.8.1.2.* The research and teaching missions of the University always take precedence over patent considerations. While the University recognizes the benefits of patent development, it is most important that the direction of University research not be established or unduly influenced by patent considerations or personal financial interests.
- I.8.1.3.* The University may make such arrangements for the licensing, sale or other disposition of any Intellectual Property in any country as will reasonably serve the interests of the public, the inventor(s) and the University. The interests of the inventor(s) in such matters are recognized and preferences expressed by the inventor(s) as they make it known to the TTO, shall be given the strongest consideration.
- I.8.1.4.* The University shall use reasonable efforts to notify the inventor(s) of any deals relating to their inventions within 30 days of executing such deal by the University. The University shall also submit, upon request by an inventor(s), periodic reports no more frequently than annually on the utilization of a subject invention by its

licensees or assignees as is appropriate and permitted by the terms of the executed deal. Such reports, at a minimum, shall include information regarding the date of first commercial sale or use, and gross royalties received by the university.

I.8.1.5. Exclusive Licensing agreements by AUC will contain a provision to terminate the license or cause the license to revert to AUC in the event that a licensee does not commercialize the Intellectual Property or otherwise make the Intellectual Property available to the public within a reasonable period of time.

I.8.1.6. The University, in the exercise of its discretion, may take, or delegate others to take, such action as the University deems appropriate in order to enforce or defend any rights associated with any Intellectual Property within the University's control under this Policy, and any such action, including the conduct and any settlement thereof, shall be subject to the University's exclusive control.

I.8.1.7. The TTO handles the evaluation, marketing, negotiations and licensing of University-owned inventions with commercial potential. Royalty distribution is as follows:

I.8.2. Cash Royalties

A deduction of all directly assignable expenses, typically patent filing fees, is taken from gross royalty income. After such deductions, net royalty income is divided as follows:

Gross Revenue Net Revenue	Deduction of directly assignable expenses		
	Inventor	Inventor's Department, Center or School	University
First LE 500,000	70%	15%	15%
Next LE 500,000	50%	25%	25%
Above LE 1,000,000	33%	33%	33%

The above allocations reserve to the inventor a substantial share of royalty net revenue. An additional portion will be administered by the entity(ies) named by the inventor to support future research and research-related expenditures for labs, facilities and personnel. A final percentage generates unrestricted income for the University. These net revenue levels shall be reviewed and, if necessary, adjusted by the President to account for currency fluctuations or inflation at least every five (5) years from the Effective Date of this Policy.

I.8.2.1. When more than one department or center is involved, the inventor shall designate the distribution of the department share based on support of the work.

Disagreements involving royalty distribution will be reviewed and resolved by the

TTO; involved parties may appeal the TTO resolution to the Intellectual Property Committee.

I.8.2.2. The inventor's revenue share of any inventions will not be altered when affiliation with the University is terminated.

I.8.2.3. Distribution of the inventor(s) share of cash royalties shall be made annually in November from the amount received during the previous fiscal year ending June 30th. In the event of any litigation, actual or imminent, or any other action to protect patent rights, the University may withhold distribution and impound royalties until resolution of the matter.

I.8.3. Equity Distribution

If AUC does acquire equity in lieu or partial lieu of royalty or other payments for intellectual property, any inventor receiving an equity position from the company will not share in AUC's equity. For all other inventors, AUC will, upon occurrence of a liquidation event, distribute cash to the inventors according to the formula outlined in Section I.8.2 above.

I.8.4. Multiple Inventors

In the case of multiple inventors, the inventors may enter into an agreement among themselves specifying a distribution formula that takes into account the differential contributions of the individual inventors. In the absence of such an agreement, the University's policy will be to divide royalty payments equally to all inventors. Where multiple schools, departments or centers are involved, the University's policy will be to divide royalty payments equally to all schools and/or centers unless (i) the inventors specify a different apportionment, or (ii) the President or Provost determines that an adjustment in payments is appropriate.

I.9. ADMINISTRATIVE PROCEDURES

I.9.1. Intellectual Property Policy activities shall be under the general cognizance of the President who will be advised by an Intellectual Property Committee. The Technology Transfer Office is responsible for implementation of the University's Intellectual Property Policy, and shall be empowered to negotiate the University's rights under the Policy.

I.9.2. The Role of the Intellectual Property Committee is to:

(a) Advise the President on policy matters relating to Intellectual Property and Intellectual Property Rights.

(b) Propose amendments considered necessary to the Intellectual Property Policy.

(c) Receive appeals, complaints, and arbitrate internal disputes relating to Intellectual Property and the administration of this Policy.

- I.9.3.* The Intellectual Property Committee shall be appointed by the President after consultation with the Faculty Senate. One representative and the Chair of the Committee shall be the Associate Provost for Research Administration representing the Provost. Two additional representatives shall be the TTO Director and the University Intellectual Property Counsel, if there is one. The remaining representatives shall be selected from the following bodies and offices: (1) one representative from the Office of the Vice President for Finance; (2) one representative shall be selected from each school, center and other bodies as determined by the Provost; (3) and one representative shall be selected from the student body. Committee appointments (other than that of the student body representative, the TTO Director and the Intellectual Property Counsel) will be for three years; provided, however, that of the original members of the Committee, three shall be appointed for a term of one year, three shall be appointed for a term of two years, and the remainder shall be appointed for a term of three years. The student representative shall be appointed for a term of one year or until he/she graduates or ceases to be a full-time student, whichever comes first. Members of the Committee may be appointed to serve consecutive terms; but may not serve for more than six consecutive years. In the event any seat on the Committee is vacated prior to expiration of the normal term, the Chair may appoint a successor to fill the unexpired term of the seat vacated.
- I.9.4.* The Intellectual Property Committee shall convene at least once a year at a time of the chair's choosing but shall be expected to convene in response to any arising requests, conflicts, and/or complaints relating to the committee's role as described in Section *I.9.2* upon the request of the committee chair.
- I.9.5.* Day-to-day management of all Intellectual Property Policy activities rests with the Technology Transfer Office. The Technology Transfer Office shall implement the decisions of the University Intellectual Property Committee as approved by the President.
- I.9.6. Appeals and Conflicts*
All persons to which this IP policy applies including university faculty, staff or students shall have the right to appeal any IP related matters or decisions to the Intellectual Property Committee. This shall be done by directly contacting the acting Intellectual Property Committee Chair. Appeals from committee decisions shall be made to the Provost. Appeals from decisions by the Provost shall be made to the President.
- I.9.7. Changes in Policy*
This policy may be changed by the President (i) on the recommendation of the Intellectual Property Committee, (ii) with the endorsement of the Faculty Senate, or (iii) on his/her own initiative, after consulting with the Intellectual Property Policy Committee and the Faculty Senate.

II. Copyright Policy

II.1. What is Copyright?

Copyright is a legal term describing rights given to authors for their literary and artistic works. The kinds of work covered by copyright include literary works, such as novels, poems, plays, reference works, newspapers, computer programs, databases, films, musical compositions and choreography, artistic works such as paintings, drawings, photographs and sculpture, architectural works, advertisements, maps and technical drawings.

The creators of original works protected by copyright, and their heirs or assigns, have certain basic rights. They have the exclusive right to use or authorize others to use the work on agreed terms (except in special cases typically involving non-profit research or commentary). With respect to the work, creators can prohibit or authorize:

- its reproduction in various forms, including printed publication or sound recording;
- its public performance, as in the case of a play or musical work;
- its recording, for example on compact disc, cassette, or videotape;
- its broadcasting, whether by radio, cable or satellite;
- its translation into other languages, or its adaptation, such as that of a novel into a screenplay
- its modification or use to create a different work substantially based on or incorporating the original

II.2. General Policy Statement

II.2.1. The University recognizes and affirms the traditional academic freedom of its faculty, staff and students to publish pedagogical, scholarly, or artistic works without restriction.

II.2.2. In accordance with long-standing academic tradition, the University recognizes faculty and student ownership of copyright in traditional works of authorship such as textbooks, other works of nonfiction and novels, articles, or other creative works, such as poems, musical compositions and visual works of art, whether such works are disseminated in print or electronically.

- II.2.3.* The University asserts copyright ownership in any work of authorship that is: (i) created with significant use of University resources, financial support or non-faculty University personnel beyond the usual level of common resources provided to similarly-situated affiliated individuals; (ii) created or commissioned for use by the University; or (iii) created under the terms of a sponsored project where the terms of the sponsored project require that copyright be in the name of the University. Additionally, any work created by an officer of administration (including a faculty member or officer of research only when acting in his or her capacity as an officer of administration) or by a support staff member acting within the scope of his or her employment generally constitutes an institutional work as defined by labor law, and the University asserts copyright ownership in such works. For the avoidance of doubt, even in the limited cases where the university asserts copyright ownership, faculty and students may continue to use all scholarly works they individually created at AUC for teaching, research and other traditional academic purposes as described in sections *II.3.2.4 - II.3.2.7*.
- II.2.4.* Ordinary use of resources such as the libraries, one's office, desktop computer and University computer network, Center for Learning and Teaching support, secretarial staff and supplies, is not considered to be substantial use of such resources for purposes of vesting the University with copyright ownership in a work.
- II.2.5.* Where the University owns the copyright in a work, it will acknowledge creators (including creators of works-for-hire) who have made a substantial contribution to the work if the creators so request.
- II.2.6.* NOTE: Copyrighted works expressed in software form are also governed by the AUC Patent Policy, which may provide an independent basis for University ownership.
- II.2.7.* For all works of authorship for which the creator retains ownership under this policy and which are related to the author's academic or professional duties at AUC, the University will retain a royalty-free, non-exclusive, perpetual, right and license to use and modify the materials solely for internal educational, instructional or any other normal University purposes.
- II.2.8.* Creators will cooperate with the University in protecting ownership and other proprietary rights in the works in accordance with this Policy (for example, executing assignments to the University and any other necessary documents).

II.3. Categories of Works. Without limiting the foregoing, the following describe various categories of works in which the University would assert copyright ownership.

II.3.1. INSTITUTIONAL WORKS. The University shall retain ownership of copyrighted works created as Institutional works. Institutional works include works that are commissioned through a specific allocation of University funds or that are created at the direction of the University for a specific University purpose. Institutional works also include works whose authorship cannot be attributed to one or a discrete number of authors but rather result from simultaneous or sequential contributions over time by multiple faculty and students. For example, software tools developed and improved over time by multiple faculty and students where authorship is not appropriately attributed to a single or defined group of authors would constitute an institutional work. The mere fact that multiple individuals have contributed to the creation of a work shall not cause the work to constitute an institutional work.

II.3.2. COURSE CONTENT AND COURSEWARE

II.3.2.1. General policy - Copyright ownership and control of course content and courseware are governed by this Copyright Policy, as well as the University's **Outside Interests and Activities** and [Conflict of Interest Policies](#) and the [Communications Policy](#) governing use of the University name. "Courseware" is the set of tools and technologies used to present course content, and is independent of the content itself. "Course content" is the intellectual content of the course, as taught at or through the University. The University asserts copyright in course content and courseware that qualify as Institutional Works as defined in Section *II.3.1* above. To the extent that pre-existing faculty course content is incorporated into an Institutional Work, the faculty member agrees to grant and hereby does grant to AUC a perpetual, irrevocable right and license to continue to use, reproduce, modify, distribute, perform and display that course content as part of the same or future Institutional Works.

II.3.2.2. The University recognizes faculty copyright ownership in non-institutional course content and courseware created by individual instructors. However, University policies on **Outside Interests and Activities** and **Use of the University Name** limit the faculty member's ability unilaterally to commercialize non-institutional course content and courseware. The University will assert copyright ownership in such course content and courseware if there is an independent basis for the University's assertion of such rights (e.g, the course content or courseware is created with substantial use of University resources, financial support or non-faculty personnel beyond the usual level, or pursuant to the terms of a sponsored project which require University copyright ownership).

II.3.2.3. Videotapes and recordings - The University claims ownership rights in videotapes or other recordings of all courses, and the parts thereof that are made at University expense. Ownership of the videotape or recording itself does not mean that the

University claims rights in the intellectual content presented on the tape or recording. Copyright ownership in the content is governed by the principles set forth above.

- II.3.2.4. Use of course content and courseware at AUC*: Independently of copyright ownership, a faculty member has the right to use all course content and courseware he or she develops or creates in the normal course of teaching or research at AUC. This right includes the right to make changes to the works and the right to distribute such works to AUC students, faculty and other University personnel for teaching, research and other noncommercial University purposes.
- II.3.2.5. Use of course content and courseware outside of AUC*: Independently of copyright ownership, a full-time faculty member may teach courses and create courseware at other academic institutions as part of ordinary scholarly exchanges, including visiting professorships and guest lectures, as long as these activities remain consistent with the terms set forth in the University's policies on **Outside Interests and Activities** (including the provisions that require approval by the Provost and the appropriate dean or department head), and as long as these activities do not include or allow the separate commercialization of any course content, courseware or other teaching or research-related activities created or conducted there. A faculty member may not teach any course or create any course or courseware for an outside commercial enterprise without the approval of the appropriate department chair, dean and the Provost.
- II.3.2.6. Use of AUC course content and courseware outside of AUC*: Consistent with the University's policies on **Use of the University Name** and **Outside Interests and Activities**, a faculty member, notwithstanding copyright ownership, may not commercialize course content or courseware created or taught at AUC for use outside of the University without the approval of his or her respective department chair, dean and the Provost.
- II.3.2.7. Use of AUC course content and courseware after departure from AUC*: If a faculty member leaves the University, he or she may continue to use all course content and courseware he or she created at AUC at another academic or not-for-profit research institution for teaching, research and other traditional educational purposes, provided the AUC name is not used in connection with the course content or courseware. A former faculty member may not commercialize any Institutional course content or courseware. A former faculty member is free to make commercial use of non-institutional course content and courseware that he or she developed or created at AUC and create new courses based thereon, provided that (i) there is no independent basis for the University's claiming rights (e.g., created with substantial use of AUC resources, created or commissioned for use by AUC, or created under the terms of a sponsored project where the terms of the project require that copyright be owned by the University); and (ii) the AUC name is not used in connection with the course. The former faculty member who owns the copyright in course content or

courseware agrees to grant to the University an irrevocable, nonexclusive right and license to continue using all non-institutional course content and courseware that has been made available at AUC by the faculty member, e.g. the syllabus and material given to students. This right includes the nonexclusive right and license to incorporate, modify, perform, distribute and display such course content and courseware into Institutional courses.

II.3.2.8. Works by Non-Employees: The University claims ownership of works prepared for the University by non-employees, such as consultants or subcontractors, retained by the University for a specific purpose. Accordingly, the University requires that there be a **written agreement** with any non-employee retained to do work for the University agreeing to assign ownership of any copyrightable works created by the non-employee to the University. A separate assignment must then be signed following the completion of the work to ensure the full transfer of rights to AUC.

II.4. This Copyright Policy constitutes an understanding that is binding on the University, and on its faculty, other employees, and other covered individuals as a condition of their participating in University research, educational and other programs or their use of University facilities or resources. The University may require formal copyright agreements to implement the Policy as appropriate, but the absence of such executed agreements shall not invalidate the applicability of the Policy.

II.5. Nothing in this Policy shall constitute a waiver by the University of any rights that the University has under any other University policy, including the Patent Policy.

II.6. Alternative Dispositions

II.6.1. Making University-Owned Works Freely Available to the Public: If a creator of a work whose copyright is owned by the University, including a creator of a work-for-hire, wishes to make a work freely available to the public, through noncommercial licensing or other means, the University, subject to the terms of any applicable agreements with third parties under which the work was created, will accommodate such wishes as long as it determines that the benefits to the public of making such works freely available outweigh any advantages that might be derived from commercialization. The University, through the Intellectual Property Committee, will act as expeditiously as reasonably possible in making such determination.

III. Tangible Research Property

III.1. What is Tangible Research Property?

Tangible Research Property (“TRP”) is tangible (or corporeal) material produced in the course of research projects at AUC. TRP includes such items as: biological materials, engineering drawings, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams, and equipment.

III.2. General Policy

- III.2.1.* The University owns TRP related to an individual's employment responsibilities or developed with more than incidental support from university-administered funds, facilities, equipment or personnel.
- III.2.2.* Prior to the transfer, distribution and/or sale of university-owned TRP, the creator of the TRP must notify the TTO through his or her Center or Department. The Center or Department Head and the TTO will review the developmental history of the TRP to (1) assess any university obligations and (2) determine the conditions of such proposed transfer, distribution or sale.
- III.2.3.* If the TRP is determined by the center or department and the TTO to have commercial value, it will be managed by the TTO as University intellectual property, including licensing and distribution of income from commercialization in accordance with Section *I.8* of this Intellectual Property Policy.
- III.2.4.* If the center or department and the TTO determine that the TRP can be distributed or sold outside of the university for non-commercial research purposes with no financial consideration beyond the recovery of costs associated with shipping and handling, the center or department will manage and facilitate the transfer and distribution with assistance from the TTO as needed.
- III.2.5.* Any transfer, distribution or sale of TRP for commercial purposes must include a written agreement between the university and the recipient of the TRP, and any transfer or distribution of TRP for non-commercial purposes must include a **written agreement** between the university and the recipient of the TRP.

Forms/Instructions

Innovation Disclosure Form:

Found at the University's TTO website at:

<http://www.aucegypt.edu/research/TTO/Pages/InventionDisclosure.aspx>

The American University in Cairo

AUC University Patent Agreement

Found at the University's TTO website at:

<http://www.aucegypt.edu/research/TTO/Pages/DocsusefulLinks.aspx>

Thesis Copyright and Availability Form

Found at the University's thesis preparation and submission page at:

<http://www.aucegypt.edu/academics/grad/pages/thesisguidelines.aspx>

Related Information

Conflict of Interest Policy:

Found at the university policies website at:

<http://www.aucegypt.edu/about/Policies/Pages/default.aspx>

University Communications Policy:

Found at the university communications policy website at:

<http://www.aucegypt.edu/offices/communications/policies/Pages/default.aspx>

Appendices

Previous Intellectual Property Policy. 2007

Found at the University's TTO website at:

<http://www.aucegypt.edu/research/TTO/Pages/DocsusefulLinks.aspx>

History/Revision Dates

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