

Intellectual Property (IP)

October 2023

Policy Hub				
Doha International Family Institute				
Intellectual Property (IP)				
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1. Record of Amendments

Rev	Approval Date	Document ID Code	Description of Change
00		XX-DD-POL-000	Initial Release

2. Purpose

This Intellectual Property (IP) Policy is to protect and preserve the rights of both the granter and the grantee, and to enforce rights of creators and owners of research.

3. Scope

This policy applies to all applicants/grantees who are applying for DIFI Research Grant, which is OSRA Grant.

4. Terms and Abbreviations

Term	Definition
QF	Qatar Foundation for Education, Science and Community Development.
IDKT	Industry Development and Knowledge Transfer.
Traditional Academic Works	Means personal lecture notes; books, articles, academic publications, seminar papers, theses, essays, academic journal articles, scientific journal articles, course materials and similar educational writings.
IP	All Intellectual Property including, without limitation, copyrights and similar rights, database rights, utility models, trademarks, inventions, patents, design rights (whether registered or unregistered), topography rights, trade secrets, trade names, rights and applications for any of the foregoing anywhere in the world and all other legal rights protecting intangible proprietary information.



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Term	Definition
Project Intellectual Property	Means all Intellectual Property created and/or first reduced to practice in the course of performance of work under this Agreement, excluding Traditional Academic Works.
Background Intellectual Property	Means all Awardee, QF, and third party Intellectual Property, including but not limited to inventions, patents, trademarks, copyrights, computer software, and tangible analysis techniques created and first reduced to practice prior to or outside the scope of this Agreement

5. Intellectual Property (IP) Policy

- A. Background Intellectual Property Rights. All Background Intellectual Property is the separate sole Intellectual Property of QF or Awardee and is not affected by this Agreement. This Agreement shall not be construed as implying that either Party hereto shall have the right to use Background Intellectual Property of the other in connection with this Agreement. Except as expressly provided herein, neither Party shall have the right to use in any way the commercial or trade name, trademark(s), service mark(s), logo(s) or other identification of the other Party without their prior written consent.
- B. Project Intellectual Property Rights. All right, title and interest to all Project Intellectual Property shall be owned solely and exclusively by and vest entirely in QF. Awardee shall ensure that all right, title and interest in Project Intellectual Property are retained by QF under any subcontracts, sub-awards or other third-party agreements unless approved by IDKT in writing (including email).
- C. Rights to Traditional Academic Works: All right, title and interest to Traditional Academic Works produced solely by a Party under this Agreement shall be owned by the producing Party or its employees in accordance with its policies and procedures, excepting the Parties hereby grant to each other an irrevocable, world-wide, royalty-free, nontransferable, non-exclusive right and license to use, reproduce, publish, translate, make derivative works, display, and perform publicly any Traditional Academic Works created or authored under this Agreement.
- D. Publications: The Parties anticipate that their employees may wish to publish technical developments and/or research findings generated in the course of this Agreement. The Parties also recognize that sensitive information may be produced under this Agreement, and therefore agree to a review procedure as follows:



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- a. Awardee shall submit to QF ("Recipient"), in advance, proposed written and oral publications pertaining to work under this Agreement. Proposed oral publications shall be submitted to the QF in the form of a written presentation synopsis and a written abstract.
- b. QF shall provide a written response to the Awardee within 60 days, either objecting or not objecting to the proposed publication. The Awardee shall consider all objections of QF and shall not unreasonably refuse to incorporate the suggestions to address the concerns of QF. The proposed publication shall be deemed not objectionable, unless the proposed publication contains proprietary or sensitive information, export-controlled information, material intended to be protected as a commercially valuable trade secret or material that would create potential statutory bars to filing patent applications, in which case express written permission shall be required for publication. In the event an objection is raised because of a potential statutory bar for patenting, QF shall file its Patent application within ninety (90) days of making such objection, after which time the Awardee is free to publish. Moreover, DIFI have the right to use the awardee's reports/recommendations for future projects/publications, with the prior consent of the author.
- E. Research License. Awardee hereby grants to QF and Awardee hereby reserves for itself an irrevocable, world-wide, fully-paid non-exclusive license in and to all Project Intellectual Property that is created and/or first reduced to practice by QF or Awardee for educational and research and development purposes only.
- F. Revenue Sharing for Project Intellectual Property. Provided that an employee of Awardee (or Sub- awardee) is named as an inventor of any Project Intellectual Property patent application or patent, QF will share Net Revenue equally between QF and the institution(s) whose employees are named inventors or authors of the Project Intellectual Property from which the revenue arose. For the purposes of this section, Net Revenue means gross revenue and proceeds received by QF in consideration of a transfer, grant of rights or a license for Project Intellectual Property, less direct expenses including costs of securing or maintaining the subject intellectual property. QF shall have the sole discretion and exclusive right to secure and maintain all rights, commercialize and/or license all Project Intellectual Property anywhere in the world. Nothing herein shall create any obligations on QF to Awardee to secure and maintain any rights, commercialize and/or license any Project Intellectual Property.
- G. Disclosure of Project Intellectual Property. Awardee agrees to promptly disclose all Project Intellectual Property to QF with sufficient technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, and operation of the invention or software. The disclosure shall also identify any known actual or potential statutory bars of the invention. The Parties further agree to disclose to each other any subsequently known actual or potential statutory bar that occurs for an invention disclosed but for which a Patent application has not been filed. All disclosures to QF of inventions shall be marked as confidential under the terms of this agreement. Awardee also agrees to provide QF a copy of all computer software in source and executable object code format in connection with the submission of an invention or software disclosure form.

