Doc. # 1 **UOH-BIC/2018/1**	Proposed By: **BIC Team**

Policy Document

Business Incubation Center

University of Haripur

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Definitions

BIC……..... Business Incubation Center

Company……..... Incubated Business in Business Incubation Center

Firm…… A startup incubated at BIC, normally referred to a business

HEC……..... Higher Education Commission Pakistan

ORIC…….. Office of Research, Innovation & Commercialization

UOH……... The University of Haripur

/ ……. Or

, ……. And

Registrar …… Registrar, The University of Haripur

Faculty ……... Faculty member of UOH

VC ……. Vice Chancellor, UOH

ORIC ……. Office of Research, Innovation & Commercialization, UOH

HEC…… Higher Education Commission, Pakistan

HED…… Higher Education Department, Khyber Pakhtunkhwa

IP …… Intellectual Property

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1. Introduction to Policy

The purpose of this document is to cover all the terms and conditions and policies regarding new startups by students, faculty members of UOH, employees of UOH and community members as well commercialization projects initiated by the university. This document covers details of admission of an incubatee, payment of expenses, time of incubation etc.

The policy is subject to periodical review and amendments. It will be the responsibility of the companies admitted to BIC to update themselves from time to time as per amendments in the Incubation policy and procedures.

BIC reserves the rights to make an exception of all or any of the terms of the policy for a particular firm or a promoter on a case to case basis.

IP Policy is to be considered as general policy, practiced by ORIC and UOH.

2. Introduction of BIC

History of incubation centers go back to The Batavia Industrial Center, as the first incubator established in 1959 at New York, USA. But this idea of assistance to new startups and shared facilities could not seek that much attention of common people until late 1970s. By 1980 12 incubators were established and were working in US. Throughout 1980 incubation industry was rapidly increasing in US as the government was focused on large industrial units while incubators were focusing on small industries. Success of incubation centers and a significant role of small industries in US economy shifted the attention of policy makers towards them and US government started taking interest in small industries and businesses. Currently, importance of incubation centers and their role in promotion of small industries is a well-known to everyone.

Business Incubation Center (BIC) is established at UOH in collaboration with Higher Education Commission (HEC). It started its operations in August 2017. The objective of BIC is to play a significant role in promotion of entrepreneurial activities and commercializing the innovative products developed in result of research conducted at UOH. BIC will facilitate startups from UOH, other HEIs and community.

3. General Policy

Departments other than BIC, must have an agreement with BIC before starting business activities, startups or incubation.

This document contains policy and procedures for operational matters related to BIC. It covers the following processes:

3.1 Eligibility

3.2 Admission process

3.3 Intellectual Property

3.4 Financial Services

3.5 Infrastructure

3.6 Common infrastructure

3.7 Other services

3.8 Periodic assessment

3.9 Information submission

3.10 Consideration

3.11 Exit (Graduation)

3.12 Conflicts of interest

3.13 Disclaimer

3.14 Agreement

3.1 Eligibility

Admission to BIC is open to:

a. Faculty/Employee (current and past),
b. Students and alumni of UOH
c. BIC's R&D partners (sponsors of R&D and consultancy projects),
d. BIC's partner universities (having R&D collaborations in place),
e. Government agencies associated with BIC research and innovations.
f. Community members (any Pakistani, foreign with valid identity).
g. Affiliated colleges (Staff, Students and faculties).

Note:

a. *It is mandatory for every employee of UOH to get permission from concerned authorities as mentioned in Section 4.2 subsection (d).*
b. *BIC may open for all Pre-incubatees with only business idea.*

3.1.1 General

a. At least one full-time person committed to firm.

3.1.2 Proposals

The proposals of selected incubatee for business incubation may meet with the following parameters:

a. Proposals having detailed prefeasibility/business plan/models.
b. Proposals which will have social, strategic and environmental impacts.
c. Proposals with potential for large resource generation, impact value and visibility to UOH, BIC and incubation activities.
d. Innovative Idea/Prototype having market potential.

3.1.3 Registration

a. Applications for admission to BIC will be registered in the name of company registered under the Companies Ordinance 1984. If a firm has not been registered, an application may be made in the names of all promoters/ founders.
b. Partnership registration/sole proprietorship shall be registered under concerned authorities.

c. BIC may provide consultancy for the registration of company with SECP and with tax authorities for a nominal charge or for free (to be decided by Manager BIC).

3.2 Admission Process

At the opening level, applicants for admission in BIC will be required to submit an application form given in Annex A, which can be availed from the BIC office or downloaded from its online resources. The application form will be scrutinized internally by the BIC team as well as by the advisory board/mentor(s). While submitting application form, applicants will also disclose information on executive involvement of the promoters and/or founders in other companies or commercial entities.

Based on the initial scrutiny of application form and affirmative assessment, applicants will be asked to submit a detailed proposal for admission comprising of the following documents:

a. Business Plan/Business Model/Prototype/Idea.
b. Details of Intellectual Property (IP)/ technology based on which a firm is proposed to be promoted/ founded. In case the IP/ technology is developed at UOH, a copy of letter of approval from ORIC for transfer of / licensing of/ permission to use IP in favor of prospective incubatee firms.
c. Any other relevant information

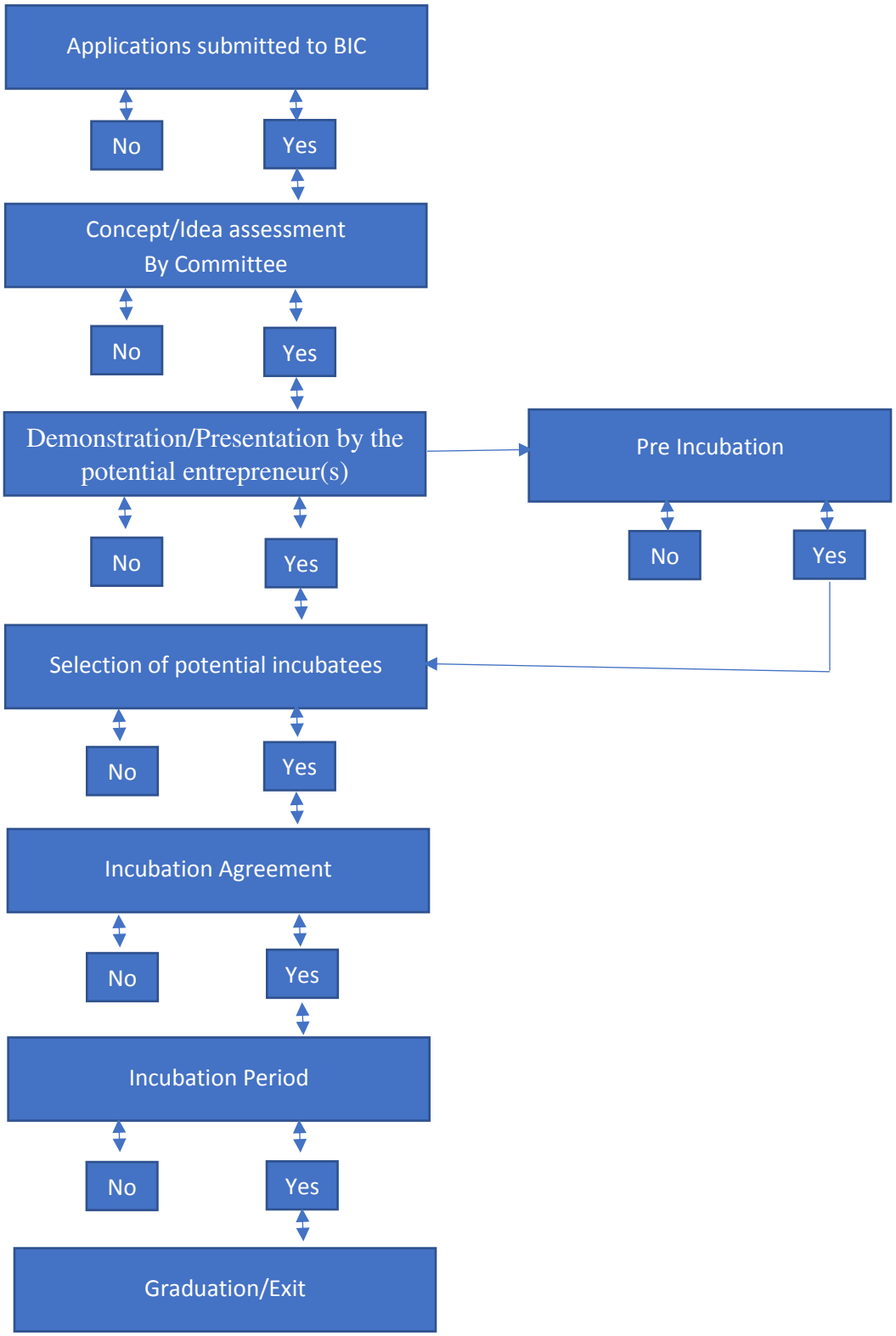
3.2.1 Selection committee

Selection Committee comprising of 5 members.

a. Manager BIC (convener)
b. Director ORIC
c. HOD Management
d. Relevant Faculty Member
e. Industry Representative

The selection committee may conduct face to face interview of the applicant to evaluate entrepreneurs' business prospects, strengths, potentials to manage his business and appropriateness to use BIC.

3.2.2 Incubatees -Selection process



3.2.3 Non-Disclosure:

BIC adheres to strict confidentiality throughout the application process.

Some representative criteria to be applied for evaluation (not limited to these)

a. Strength of the product idea in terms of its technology content, innovation, timeliness and market potential/social/environmental impact.
b. IP generated and the potential of the idea for IP creation
c. Extent of involvement of UOH faculty, employees and students
d. Strength of the core business team
e. Funds requirement and viability of raising finance
f. Break-even period

BIC will have a sole discretion whether to admit or reject a proposal for incubation and the decision of BIC in this regard shall be final. BIC is not bound to give any reason in case a proposal is rejected.

3.3 Intellectual Property (IP)

Intellectual Property (IP) policy is as per ORIC in Annexure I.

3.4 Financial Services

BIC may provide financial services subject to the availability of funds/grants/schemes meant for this purpose. Admission to BIC shall not automatically entitle the companies to grant.

An incubatee desirous of getting financial services may apply for financial services on admission in BIC. It would be also subject to the terms & condition specified under grant or scheme. Though financial services application accepted, disbursement shall be linked to the milestones. One of the criteria for approval of the grant will be to help the firm reach a level of maturity in terms of product development or go-to-market stage. Preference will be given to companies with strong commitment and contribution from their founders. BIC is not bound to give any reason in case an application for grant is rejected. Following selection committee having rights to select idea for grant.

a. Director ORIC – Head of the Committee
b. Manager BIC / Secretory
c. Representative of Industry.
d. Dy. Treasurer

3.5 Infrastructure

Upon admission to BIC, the infrastructural facilities will be offered as per agreement. (Annexure C, D E, F, G)

Note: Any damage or breakage caused by a tenant will be charged to the tenant causing it.

3.5.1 Activities Prohibited

Following activities/practices will be strictly prohibited

a. Illegal and immoral activities
b. Formation of any association/union within the premises of the center
c. Unnecessary noise or disturbance causing problems for other tenants or spoiling the general environment of the center.
d. Any other activity which could spoil the environment of the center or bring a bad name to it or is not permissible according to general social norms.

3.5.2 Access to departmental laboratories

Besides, BIC will facilitate the incubatee firms to access departmental laboratories and other resources of UOH for their products development purposes. Access to departmental resources is possible through ORIC and usage of such resources should be with permission of the concerned department to avoid conflict with departmental activities and objectives. Remuneration for the usage of departmental resources shall be paid to concerned department.

Irrespective of requirements of departmental facilities for usage, all incubatee firms will primarily be part of BIC.

3.6 Other Services

Apart from physical infrastructure, BIC will also provide other supports and services including but not limited to:

a. Mentors, experts in technology, legal, financial and related matters, with or without consideration (on payment basis).
b. Facilitate in the removal of legal and or administrative hurdles in the implementation of coordinated project.
c. Organizing events to help companies in networking and showcasing their technologies.
d. Meetings with visitors of BIC (such as alumni, Venture Capitalists, industry professionals).
e. Customized space / need based trainings could also be arranged.

f. Assist in preparation of feasibilities of projects.
g. Assist in formulation of business and market plans/models.
h. Facilitate/ help in commercializing products of the project.
i. Facilitate in getting patent for the product and intellectual property right to the scientist/ inventor of the product.
j. Library facilities
k. Free Intern (as per availability)
l. Visits to other Incubation Center (Paid/Shared Cost)

3.7 Revenue Generation for the BIC

a. Receiving budget from HEC, HED and/or support from UOH will be considered as revenue of BIC.
b. BIC can also invest/start its own business to meet its expenses.
c. Any consideration received from incubatees (as per agreement) will also be considered as revenue for BIC.
d. Any Grant/ Funds received from any reputed organization.

3.8 Periodic assessment

BIC will evaluate the performance of incubatee firms periodically. Incubatee firms will submit information to BIC on weekly/monthly basis.

An incubatee which has taken seed loan/seed money/grant will have to submit additional information as may be asked by BIC. The un-disbursed portion of the seed loan/seed money/grant will be adjusted subject to the performance of the incubatee. Manager BIC may also ask for the performance during scheduled or non-scheduled meetings.

Loans taken by Incubatees from sources outside BIC, there will be no role or guarantee of BIC in the adjustments and agreements.

Note:

a. Seed loan refers to "an amount provided by BIC to incubatee firm as loan with terms and conditions applied. After the completion of agreed time period this amount would be recollected by BIC", BIC selection committee (as in article 3.4) will decide on applications for seed loan. Sources of seed loans could be (but not limited to), BIC revenue, grant or fund received by BIC in terms of providing seed loan, any other reputed

organization that want to provide seed loans to incubatees through BIC. Seed loan could also be adjusted against fixed interest rate or equity or share in profit (as per agreement).

b. Seed money/grant refers to "an amount provided by BIC to incubatee as seed money with certain terms and conditions, this amount will not be collected back by BIC". Sources could be (not limited to) grants received by BIC, any other reputed organization that want to provide seed loans to incubatees through BIC.

3.9 Information Submission

Incubatee firms will submit information to BIC about all material changes or developments taking place in their companies from time to time. Such information could be (but not limited to) change in name of the firm, change in business or product profile, change in directors, promoters or shareholders, acquisition of a new office, additional equity or debt investments. BIC may require incubatees to submit other information as it seems fit. Prior concurrence of BIC should be obtained for effecting such changes.

3.10 Consideration:

In lieu of support and services to be provided by BIC, the incubatees will be subjected to consideration on following accounts to the extent applicable:

a. Monthly rent/ facilities charge at discounted rate for physical infrastructure to be paid to BIC as per Annex C, Annex D, Annex E, Annex F and Annex G.
b. Consideration as per ORIC policy for usage of departmental laboratory facilities to be given to BIC.
c. Payment for need based mentoring/trainings.
d. Profit sharing or equity sharing as per agreement.
e. If a firm is provided with specialized capital equipment, rent on the same will be decided on a case-by-case basis.
f. BIC committee can be responsible to charge for facilities, change the rates of facilities, provide special discount to specific incubatee with or without prior notice.

3.11 Graduation or Exit Policy:

Incubatees will leave the incubator under the following circumstances (where the terms of agreement apply).

a. Completion of stay for 6 months (for 70/30 profit sharing model (Annex C), it is 2 years), unless the stay is extended by Committee.

b. On the completion of Incubation Period each incubatee shall leave BIC. Equity on the exit of firm (if agreed at establishment) shall be owned by BIC and is negotiable by committee.
c. Underperformance or non-viability of the business idea: criteria for the same will be decided and applied by BIC on case to case basis.
d. If incubatee violates the tenancy agreement.
e. Irresolvable disputes between promoters/ founders. BIC will decide the position or point when disputes are deemed to be irresolvable.
f. When the firm is acquired or merged or amalgamated or restructuring resulting substantially a change in the profile of the firm, its promoters, directors, shareholders, products or business plans, or when a company plans for a public issue.
g. Change in promoters/founder's team without concurrence of BIC
h. BIC may ask any incubatee to leave, with any reason that it finds necessary.
i. Committee's decision shall be considered final in this regard.

3.12 Conflicts Management

When a person plays two separate roles in two different positions and he/she misuses one position for his/her personal benefit in the other role, a situation leading to conflict of interest arises. BIC endeavors to draw a line between appropriate and inappropriate interactions among its board members, employees, mentors, consultants, affiliates, incubatee firms/companies, their employees, persons connected to them or their promoters, employees and staff, various service providers and suppliers. Conflicts between private interests and official responsibilities of all stakeholders must be handled in a transparent manner, and BIC considers the full voluntary disclosure as the best mechanism for managing conflicts.

Since situations leading to conflicts of interests are inevitable, a transparent policy, based on full disclosure of relevant information by the concerned parties, and discouraging their influence on decisions and activities to avoid personal benefit to them. A committee may be set up by Director ORIC with consent of Vice Chancellor to resolve any dispute over such situation causing conflicts.

3.13 Disclaimer

The incubatee firms will understand and acknowledge that BIC intends to provide supports and services to the Incubatees in good faith to pursue its objective to promote entrepreneurship by converting innovative technologies developed in UOH by incubating and supporting new startups. It is understood that by agreeing to provide various supports and services, BIC does not undertake responsibility for:

a. Ensuring success of an incubatee firm, its products/ process/ services or marketability,
b. Ensuring quality of support and services provided by UOH and BIC to the complete satisfaction of the incubatee firms or their promoters/ founders.
c. Ensuring quality of services of the consultants engaged by the incubatee firms through BIC/ ORIC/ UOH network. Incubatees will have to apply their judgments before getting in to a relationship with them.
d. Incubatees shall be fully responsible for all the matters regarding FBR/SECP or any other consult authority other than UOH. BIC shall only provide guidance or may be referred to concerned mentors/consultant.
e. The incubatees agree that BIC/ORIC/UOH or their employees shall not be held liable for any reason on account of the above.

3.14 Agreements:

The following agreements are required to be signed by the Incubatees to the extent applicable:

Application Form: (Annexure A)

To apply for the Incubation Program in BIC.

Incubation agreement: (Annexure B)

Between BIC & an incubatee firm for admission of the firm in BIC.

Material Transfer Agreement (Annexure J)

4 BIC policy involving faculty members/employee members of The University of Haripur.

4.1 Introduction:

BIC has established a policy for approving and managing consulting agreements that faculty member/employee undertake under the auspices of UOH, meaning BIC would be the contracting party. These are agreements under which faculty member /employees intends to provide specified services or "deliverables" and that do not fall within the traditional framework of research or teaching activities. The objective behind promotion/facilitation of entrepreneurial activities by faculty members/employees and others, is to promote innovative research culture in UOH. BIC will facilitate to get prior permission from Vice Chancellor for business activities provided that the job description of concerned faculty member(s) should not be affected.

In most cases, faculty members who may consider providing services as consultants will do this for their own account on their own time. By way of illustration, but without limitation, services that faculty may seek to provide under the auspices of BIC may include:

a. Perform an evaluation of potential business plan/models, prototypes/business ideas.
b. Starting their own business ventures.
c. Providing technical and business consultancy to industries/business organizations/incubatees.
d. Others.

4.2 Procedure for Startups

Faculty members and employees of UOH are also highly encouraged to get engaged in their own business with mutual benefit of UOH. For the startups by faculty, following criteria shall be adopted.

a. Faculty member/incubatee shall discuss business idea/plan with Manager BIC
b. Manger BIC will forward business idea/plan to BIC committee.
c. BIC committee will forward recommendation to Vice Chancellor for appropriate actions.
d. After approval by competent authority, faculty member/incubatee shall be allowed for incubation agreement.

4.3 Benefits

Often, participating in consultancy agreements involves high-profile and challenging projects that may benefit members of the BIC and UOH community, for example:

a. Adding significantly to faculty and student's expertise.
b. Demonstrable connections to curriculum development, new teaching cases, and executive business program development.
c. Engaging faculty in domestic and international matters that are highly relevant to their teaching/entrepreneurial objectives.
d. Initiating or reinforcing strong institutional relationships that can serve long-term University and local community interests.
e. Publications equivalence for graduating one firm (as per HEC Policy).
f. Developing academia-industry linkages.

4.4 Possible models

4.4.1 Trainings/seminars

UOH employees are highly encouraged to provide the trainings/seminars as per their expertise in relevant field. Manager BIC may identify the training opportunity and send written request to faculty member/employee of UOH to provide time for the trainings session while not effecting their timetable. Moreover, a faculty member may identify such training and inform BIC for coordination and arrangement of trainings/seminar. For each session faculty member/employee shall be paid:

As per budget head available in the concerned project.

If no budget head is available, then faculty may be paid as following rates with the approval of competent authority.

Sr. No.	Session	Rate
1	1 – 2 hours lecture	Rs. 1000
2	2 – 4 Hours lecture	Rs. 2000
3	Full day	Rs. 5000

Faculty/staff is appreciated and free to join any national/international government body/society/NGO as expert/advisor etc., with no cost liability to UOH (until nominated by

UOH). Any TA/DA and remuneration earned from any afore mentioned activity, will be sole right of faculty member with no part for UOH, until and unless it does not violate UOH rules.

4.4.2 Employees/faculty members providing trainings/workshops

UOH is blessed with highly qualified faculty serving in different departments. Each faculty possesses unique capabilities and skills which can be shared with students, faculty, industry or community at large with suitable charges. It will not only provide financial support to the departments but also provide incentives to the faculty to involve themselves in such positive activity which can contribute in human resource development. In this scenario, all the faculty and departments are requested to prepare short training workshops or short training courses modules for potential markets. For example, department of IT can offer short courses like training on MS office, Webpage designing, Programming tools etc. with suitable fee. Similarly, department of Environmental Science can offer disaster management course, GIS and remote sensing training course etc. Not only department collectively but any individual can also offer specialized training in which he is expert. Faculty, who would like to be resource person, will be sent to different training to polish their training capabilities.

Following is profit share formula for such training courses/workshops

S. No	Stakeholders	Percent Share in profit
1	Trainer(s)/Resource person/s share/Focal person	50%
2	University share	30%
3	Department share	10%
4	BIC share	10%

Main role of BIC would be to facilitate the Trainer/resource person in arranging the hall, printing panaflex/certificates, coordinate with participants for registration/stay etc. and all other necessary arrangements required to conduct the training/workshop in university in coordination with the Resource person/focal person. Furthermore, BIC will maintain the record of all income and expenses for such training/workshops/events.

4.4.3 Mentoring services:

Faculty member may become part of the list of mentors from academia/industry and such list will be available on the BIC web page. Whereas, BIC shall only be the guarantor of the agreement between the mentors and incubatee. Terms and conditions between incubatee and mentor shall be decided by both parties and intimated to Manager BIC.

4.4.4 Startups

Faculty members/employees of UOH are also highly encouraged to start their business. For the startups by faculty same admission criteria as mentioned in startup policy shall be adopted. Payment options shall be as per Annex C and Annex D.

4.4.5 Opportunity as Investor

Faculty/staff members can also invest in incubated firm as angel investor/venture capitalist. It is compulsory for these faculty/staff members to register with BIC as investor. The terms & conditions between incubatee and angel investor shall be decided mutually and intimated to Manager BIC. BIC shall only be the facilitator/moderator of the agreement.

4.4.6 Commercialize IP/prototypes/products generated at UOH by Research

It is made clear that if such startup and/or any running business established by a faculty and/or staff after his/her joining UOH where specifically this startup is based on the research outcome and/or idea generated through any research done within the university (solely and/or through collaboration) the University reserve the right to keep equity as per IP policy (annexure I) or 10% equity in case it is not covered by IP policy, in such business venture; incase UOH (ORIC with consent of the Vice Chancellor) does not intend to engage in the business venture by itself.

4.4.7 Joint Venture Models

The UOH may engage in a joint venture to facilitate faculty members/students/departments for research/business and others with following models.

Investment / **Ratios** / **Stakeholders' share in net profit**	**If 90 – 100 % contributed by the UOH**	**If 50 – 89 % contributed by UOH**	**If 10 – 50 % contributed by UOH**
UOH	50 %	25 – 49 %	10 – 24 %
Host Department	10 %	10 %	05 %
BIC	20 %	10 %	10 %
Head of Project/investor/consultant etc.	20 %	31 – 55 %	61 – 75 %

The staff induction will be made by mutual understanding between manager BIC and HOD.

4.4.8 Idiosyncratic Models

In unique cases, where above models don't fit, then BIC committee will recommend the customize model to competent authority for approval.

4.5 Risks:

Issues to be considered in evaluating service arrangements include the following potential risks:

a. BIC as the contracting party in these arrangement with incubatees, may face the risk of liability or reputational harm for non-performance or poor performance of agreed-upon tasks and for unsatisfactory contract "deliverables".
b. In some sponsored research arrangements where sponsor may be more focused on obtaining specific results and may wish to be more involved in directing performance of the services. BIC's reputation may be called into question if expectations are not properly managed at the outset.

4.6 Statement of Process

a. In case of disagreement between the head of department and faculty member BIC committee has the right to give proper judgment.

b. If the complainant is not satisfied with the decision of BIC committee then within 10 days he may appeal to Vice Chancellor, who shall make an appellate committee to further address the issue. Decision of appellate committee will be final.

c. In negotiating agreements, BIC will ensure the following:

   i. BIC will give no indemnity or warranties as to the quality of the work product or as to the timeliness of performance.

   ii. The external entity may own/share the IP rights as per the nature of agreement in consistent with UOH IP policy.

   iii. BIC may agree to keep its work/product confidential.

   iv. BIC will have the right to terminate the agreement with one-month notice time, without owning any liability in case that one or more of the incubatee/startup's key personnel leave the University or are otherwise unavailable to perform the work.

d. Faculty member will have no travel restriction in case all assigned jobs are fulfilled, whereas he/she travels for his/her registered startup/business venture (through BIC) will be considered as on duty but with no claim of TA/DA from UOH.

Annexes

Annexure A

Application form:

Business Name: _____

Business Address: _____

Entrepreneur Name: _____

CNIC No. _____ Contact: _____

Entrepreneur Home Address: _____

Entrepreneur Email Address: _____

Present Occupation: _____

Mentors Details.

Name	**Organization/Institute**	**Designation**	**Field/Expertise**	**Cell**	**Email**

Describe your Idea: _____

_____

_____

Signature: _____ Date: _____

_____

Manager BIC

The Business Model Canvas

Business Name:

Key Partners	*Key Activities*	*Unique Value Proposition*	*Customer Relationships*	*Customer Segments*
	Key Resources		*Channels*	

Cost Structure	*Revenue Streams*

Annexure B

Incubation Agreement

This Agreement is made on this ……. day of ……. 20__ between_____, a firm incubated at BIC-UOH (Here in after referred to as "incubatee")

OF THE FIRST PART

AND

Business Incubation Center, The UOH (here in after referred to as 'BIC-UOH')

OF THE SECOND PART.

BIC-UOH agrees to incubate _____in the UOH. The purpose of incubation unit will be to:

- Help in getting technical/managerial/business expertise required and could be provided with additional charges to incubatee, if not available at UOH.
- Incubating novel technology and business ideas into viable commercial products or services.
- Operate for Business Ventures as a legal body, as per government rules.

1. Tenure of Incubation

The incubatee has been using the facilities of BIC with effect from _____ and is carrying out full-fledged activities as an incubatee. BIC has been providing all the facilities of incubation from the said date.

1.1 UOH will permit incubatee firm to commence incubation in BIC with effect from _____ and the incubation shall expire on _____. It shall be extendable if requested by incubatee.

1.2 The period of incubation can be extended only by committee at its discretion if a request is made by the incubatee.

2. Facilities and Infrastructure

Following are the facilities that shall be provided to incubatee with certain charges.

(if not given here the agreed payment plan could be attached at the end of agreement, signed by Manager BIC and incubatee firm).

2.1 Common infrastructure

BIC provides a common pool of hard and soft infrastructure to be shared by all incubatees. Certain resources can be provided on charge basis by BIC on request of the Incubatee and subject to the rules and regulations in this regard as applicable from time to time.

2.2 Institute infrastructure

BIC will facilitate access to the UOH infrastructure on request of the incubatee as per regulations made by BIC in this regard. The facilities will remain under the overall control of UOH and will be available to the incubatee only for specific activities.

2.3 Services of Professionals

BIC may identify and associate professionals for accounting, IP, legal and management expertise on a part-time basis. Incubatee can avail of their services. Any direct services provided to an incubatee would have to be paid for, by the incubatee to the service provider on mutually agreed terms and conditions.

BIC may also provide soft infrastructure and business services by third party to the incubatee companies, if BIC so agrees on the request of the incubatee. BIC may also permit, to assist the Incubatee in getting consultancy services through partner organizations and identified consultants, in the areas such as market research and opportunity identification, valuation of businesses, competitor research, market analysis and sizing, customer search, electronic research, marketing plan formulation, consulting on strategies at various stages: launch, growth and harvest of businesses. However, it is made clear that BIC acts merely as a facilitator for any services and incubatee shall have to make an agreement with the service provider towards terms and conditions for availing the service. BIC may on its discretion provide certain services on subsidized or no-charge basis.

2.1 Mentoring and Advisory Facilities:

Each Incubatee may be provided a faculty mentor from UOH if requested. The terms and conditions in this regard have to be worked out by the incubatee with the faculty concerned and intimated to Manager BIC.

3. Consideration

3.1 BIC shall levy charge on the incubatees for infrastructure and facilities, current rates are given in Annex C, D, E, F and G.

3.2 Charges for seed money shall be decided by investor and incubatee.

3.3 BIC may change the above rates from time to time at its discretion and date of implementation of the amended charges shall be applicable with immediate effect.

3.4 A monthly charge other than office space, will be charged by BIC and shall be payable strictly within seven days from the date of the communication in this regard.

3.5 The Incubatee shall have to execute separate agreement for seed money and/or Intellectual Property, Technology, as and when a request is made and agreed upon by BIC.

3.6 The incubatee will pay to BIC as per agreed rates of space infrastructure and other services. The said consideration shall be payable by the firm as per Annex C, D, E or F facilities. These facilities and rates could be further adjusted.

a. Deferred Payment

The firm would have option of deferring 50% of the charges till the time they exit from BIC.

b. Default in payment:

If the firm defaults to pay at any time any dues, then it will be charged fine and collected at the time of exit.

3.7 On the request of Incubatee access to any other facility of BIC's infrastructure shall be made available and incubatee shall pay its charges.

3.8 That the incubatee shall surrender and vacate the premises on UOH on a notice by BIC no advance notice is required to be given by BIC to the incubatee.

3.9 Incubatee shall agree to the rules & regulations in Annexure H.

3.10 That BIC shall have lien on the assets of the incubatee at the incubation center till such time that the incubatee clears all the outstanding dues.

4. Amendments

Not with standing anything contained herein above or in the 'Policy Document' annexed there to BIC may at any time amend all or any part of the agreement and its annexure and the incubatee shall be bound by the said amendments. The amendments shall be applicable with immediate effect.

5. BIC reserves its right to nominate a representative on the Board of Director of the Incubatee till the time BIC holds equity. The Incubatee shall indemnify to BIC or nominee any loss suffered or expense incurred in as a result of such nomination.

In witness whereof, parties here to have signed this Incubation Agreement on the date and year mentioned hereinbefore.

6. Payment plan chosen _____.

For & on behalf of

_____

Signature

Name

CNIC (Copy Attached)

Designation

Seal

For & on behalf of

Business Incubation Center, UOH

Signature

Name

Designation

Seal

Witness (Name & Address)

1. ……..

   CNIC Copy Attached

2. ……..

   CNIC Copy Attached

Annexure C

Plan A		
S. No.	**Services**	
1.	Office space	
2.	Telephone Extension Line	
3.	Personal Computer	
4.	High speed Internet	
5.	Access to Laboratory (as per ORIC policy)	
6.	Printer (subsidized)	
7.	Photocopier Facility (subsidized)	
8.	Internee (case to case basis / subject to availability)	**Rs. 15,000/month OR 30% of Profit/Annum**
9.	Paid Internee (Extra Charge)	
10.	Guest Chairs	
11.	Mentoring	
12.	Scheduled Consultancy free	
14.	Parking	
15.	Business Address	
17.	Video Conferencing	
18.	Paid transport (Depends upon availability)	

Annexure D

Plan B		
S. No.	**Services**	**5% equity or 7000/ month**
1.	Office space (as per allotment)	
2.	Telephone Extension Line	
3.	Personal Computer	
4.	High speed Internet	
5.	Access to Laboratory (as per ORIC policy)	
6.	Printer (subsidized)	
7.	Photocopier Facility (subsidized)	
8.	Intern (paid by incubatee)	
9.	Mentoring (as selected by BIC)	
10.	Scheduled Consultancy free	
11.	Business Address	
12.	Library	
13.	Parking	

Annexure E

Plan C		
S. No.	**Services**	**Charges Rs. 3,000/month**
1.	Office space (as per allotment)	
2.	High speed Internet	
3.	Access to Laboratory (with additional charges)	
4.	Paid Internee (as per need)	
5.	Scheduled trainings/seminars/workshop	
6.	Business Address	
7.	Parking	
8.	Library services	

Annexure F

Plan E Free		
S. No.	**Services**	**Free**
1.	High speed Internet	
2.	Paid Internee (as per need)	
3.	Scheduled trainings/seminars/workshop	
4	Parking	

Annexure G

Customized and Paid Services		
S. No.	Services	**As per market rate**
1.	Web Designing	
2.	Web Hosting	
3.	Intellectual Property Right consultancy	
4.	Registration with registration bodies and regulatory bodies	
5.	Legal services	
6.	Tax Consultancy	
7.	Marketing/Advertisement	
8.	Audit	
9.	Evaluation of Assets	
10.	Pre-Feasibility	
11.	HR services	
12.	Financial Statements	
13.	Market Research	
14.	ISO/PSQCA Certifications	
15.	Halal Certifications	
16.	Any Other	

Annexure H

SALIENT RULES FORMING PART OF THE INCUBATION AGREEMENT

RULES AND/OR BYELAWS:

Rule-1

Tenure of Incubation

The Incubatee will be permitted to incubatee in BIC for a period of six months. Further extensions can be granted at the sole discretion of Manager BIC.

Exit

The Incubatee will be required to leave the incubator under the following circumstances:

a. After the completion of the Incubation including extended incubation period, if any.
b. Underperformance or in-ability to perform business as evaluated and decided by BIC on case to case basis
c. Irresolvable promoters' disputes in opinion of BIC on case to case basis
d. Violation of any Statue, rules and regulations of UOH in the opinion of BIC on case to case basis.
e. When the firm enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the firm, its promoters, directors, shareholders, products or business plan
f. Incubatee plans for a public issue in the opinion of BIC on case to case basis
g. Change in promoters'/ founders' team in the opinion of BIC on case to case basis.
h. Any other reason for which BIC may find it necessary for an incubatee to leave.

Rule-2

Subleasing or subletting of any kind of the space given by BIC is not allowed. Non-observance of this rule will result in immediate expulsion.

Rule-3

If an incubatee require more space or has vacant space, a request for additional space/surrender of the space is required to be made to BIC in writing.

Rule-4

All the visitors to the BIC are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the BIC. They are required to return these passes/badges while leaving the UOH premises.

Rule-5

The Incubatee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by BIC.

Rule-6

All Incubatees are required to observe health and safety standards. No hazardous material can be brought inside the UOH without the prior approval of BIC.

Rule-7

No incubatee its employee can display notices or signage except in the space or Boards provided for such signage by BIC.

Rule-8

It is the responsibility of all the incubatee and their employees to use the common facilities e.g. common area etc. with due diligence and care.

Rule-9

The incubatee shall be required to submit to the BIC a unaudited/audited financial statements annually or whenever required. Non-compliance with the same would result in a fine of Rs. 1000 and if the same is not given for three months continuously the offices of the firm would be sealed without any further notice. The firm should also inform BIC on the progress on the incubation projects and should make presentations to the Committee monthly and non-compliance would result in similar penalties stated above.

Rule-10

The consultancy charges payable to BIC or consultancy firm or area experts/ mentor will be according to the norms as laid down by BIC in this regard.

Rule 11

Notwithstanding any issue/dispute pending between the Firm and BIC at the time of completion of the agreed tenure of incubation period, or if given an exit notice by BIC the incubatee must vacate the allotted space unconditionally.

Rule-12

The Incubatees are required to keep the BIC informed about any visitor from abroad, foreign collaboration and/or foreign partner or director.

Rule-13

The Incubatees are required to keep the BIC informed in advance and obtain their concurrence in writing for the following during the incubation period:

a) Change of Name of Incubation Firm to any other form of legal entity

b) Any Major change in their incubation/business plans

c) Change in their ownership pattern

d) Change in their Board of Directors

e) Disposal of assets

Rule-14

BIC reserves the right to release information regarding the Incubatee, Incubation / the product or service to the media to promote BIC.

Rule-15

On issues, wherein no rules and/or by laws are clearly defined, BIC rules and/or byelaws shall prevail.

Disclaimer

The incubatee understands and acknowledges that BIC intends to provide supports facilities to the firm in good faith to pursue its objective to promote entrepreneurship by converting innovative technologies by incubating and supporting new enterprises. It is understood that by agreeing to provide various supports and facilities, BIC does not undertake responsibility for:

a. Ensuring success of an incubatee/, its products/ process/ services or marketability,

b. Ensuring quality of support provided by BIC to the complete satisfaction of the incubatee companies or their promoters/ founders.

c. Ensuring quality of services of the consultants engaged by the incubatee companies through BIC network. Incubatee companies will have to apply their judgments before getting in to a relationship with them.

The incubateee/ agrees that BIC or their employees shall not be held liable for any reason on account of the above.

Annexure I

ORIC's Policy for Intellectual Property Right

The University of Haripur

Foreword

This policy has been developed to support researchers of The University of Haripur in their efforts to identify, manage, get registered their intellectual property (IP) and safeguard their IP rights. As a result, it is expected that there will be greater collaboration between academia and industry, through IP rights protected, thus laying the foundation for knowledge-based economic development.

This policy document is prepared from the IP guidelines of World Intellectual Property Organization (WIPO), for Universities and R & D organizations. The source is gratefully acknowledged to provide a standard document as guideline material.

DEFINITIONS

For the purpose of this policy:

- Cooperative activity means any activity which the Parties (researchers, collaborators, partners and others) undertake or support, and includes (not limited to) joint research, training program(s), workshops, conference(s) etc.
- Information includes (not limited to) to scientific or technical data, results or methods of research and development stemming from cooperative activity carried out under this policy and any other data deemed necessary by the participants to cooperative activities.
- Participant or Research Entities means any person, or any research group involved in cooperative activities including the Parties themselves.
- Trainer(s) means any person involved in the preparation of material and / or involved in guidance, instruction, training of any party, and / or its employees, and / or any third party involved with reference to any cooperative activity.
- Intellectual property shall have the meaning defined in Article 2 of the Convention establishing the World Intellectual Property Organization, done at Stockholm, 14 July 1967 and as per definitions of IPO, Pakistan.
- Intellectual property rights (IPRs) shall have the meanings of rights over intellectual property, to a person(s) and/or organization(s) with reference to their part in the cooperative activity.
- Consultancy services shall be defined as a professional consultation for any cooperative activity under this policy
- Contract services shall be defined as a contract research or work done for any cooperative activity under this policy
- Sponsored research shall be defined as a sponsorship for research or work done for any cooperative activity under this policy
- Investigator shall be defined as the researcher shared the research finding by giving his/her inputs in specific research work generating the generation of IPR under the specific application
- Application means the application process for IPR(s)
- Applicant means a person or legal entity submitting the application

- Department means the parent department of inventor, where he/she is appointed or working (within UOH) with a full-time position during the research work or at the time of filling the application for IPR.
- ORIC means, Office of Research, Innovation and Commercialization at UOH.

BRIEF DISCRIPTION

The protection of intellectual property can foster the progress and skills of researchers of The University of Haripur (UOH) and direct the research towards the innovations, invention, discoveries, explorations and research findings with commercial potential, and encourage researchers for the consultancy and contract research.

The potential advantages could be as follow:

1. Protection of intellectual property of University and it researchers
2. Royalties and fees from licensed IPRs based on staff innovations and inventions
3. Promotion and protection of consultancy services at University
4. Promotion and protection of research contracts at University
5. Promotion and protection of sponsored research at University
6. Establishment and promotion of University owned companies and joint ventures (with other individuals, institutions/organizations)
7. Establishment and promotion of startups, companies and joint ventures at University

Following are the stakeholders of this policy:

1. University;
2. Department(s) and ORIC
3. Researchers and inventors (including research assistants, students and others, as defined);
4. Sponsors

Each of these stakeholders contributes in one way or another in the process of generation and commercialization of innovations, inventions and research findings. The stakeholders have their interests and expectations, which are safeguarded in this policy.

Role of University

A university is a main stakeholder in patented and/or commercialized innovations, inventions and research findings. It contributes the following:

1. The infrastructure for the researcher or inventor to operate
2. The researcher's salary
3. The funds for research
4. The goodwill in the name of the institution, which is equally important, not only for obtaining sponsorship and research contracts but also during the process of commercialization of the innovations and inventions.
5. Supervision and collaboration of its own staff/employees/faculty

For this purpose, University reserve the right to be included as partner in patent and shareholding in financial and other benefits (if any) of such patent filed by a faculty member.

Role of ORIC

Office of Research, Innovation and Commercialization (ORIC) provides a central and professional service leading to the successful negotiation of contracts, guidance during entire process of research and innovation, development of an environment to enhance research and innovation and protection of the interest of all stakeholders of this policy. Although, since it is normally the academic and research staff who make the initial contact with a firm or other sponsoring agency regarding a potential research collaboration or contract, it is important that ORIC staff are aware of the key points to be addressed in discussing or negotiating a collaborative project.

ORIC may further be expected to provide basic guidelines to patent the innovations, pay the cost of processing patent applications and take care of the marketing of the invention and its commercialization (in collaboration with researcher / inventor), as well as the negotiation of the licenses and royalties. For this ORIC may expect the costs incurred as well as some management fees to be refunded from the commercialization of technology.

Role of the Department(s)

The department(s) provides a working place and resources leading to a patentable research work. It further provides office/unofficial opportunity to researcher to clarify various ideas, within the scope of its patentable research work.

Role of researcher / inventor

A researcher / inventor and its human resource (team) is the major stakeholder in patented and/or commercialized innovations, inventions and research findings. The idea generation is the major achievement to execute a research work. It is the researcher / inventor, who takes decision on each single step of experiment and lead a research to the novelty.

OBJECTIVES OF AN INTELLECTUAL PROPERTY POLICY

Intellectual property policy will bring harmony to the conflicting interests of all the stakeholders in the generation and commercialization of a patent.

This policy is devised for the following objectives:

a. To provide the protection for the intellectual property generated at the institution

b. Protection of the rights of scholars to control the products of their scholarly work

c. Ensuring that the commercial results, financial or other, are distributed in a fair and equitable manner that recognizes the contributions of the inventors and the institution as well those of as any other stakeholders

d. Establishment of standards for determining the rights and obligations of a university or R&D institution, the creators of intellectual property and their sponsors, with respect to inventions, discoveries and works created at the institution

e. Encouragement of assistance to and the provision of mutually beneficial rewards for a university or R&D institution and its members who transfer intellectual property to the public through commercialization and licensing

f. To ensure that discoveries, inventions and creations generated by staff and students are utilized in ways most likely to benefit to public in general and to all stake holders in specific.

g. Creation of an environment that encourages and expedites the dissemination of discoveries, creations and new knowledge generated by researchers for the greatest public benefit

h. Ensuring that both intellectual property and other products of research are made available to the public through an efficient and timely process of technology transfer

a. Promotion, preservation, encouragement of and assistance to scientific investigation and research

b. Ensuring compliance with applicable laws and regulations and enabling a university or R&D institution to secure sponsored research funding at all levels of research

ISSUES ADDRESSED BY AN INTELLECTUAL PROPERTY POLICY

In order to harmonize the various conflicting interests of stakeholders and achieve broad-based objectives, this intellectual property policy addresses the following issues:

1. Coverage of intellectual property policy
2. Ownership of intellectual property
3. Disclosure of intellectual property
4. Marketing, commercialization and licensing of patents
5. Distribution of income
6. Rights and obligations of an inventor and the institution
7. Other pertinent issues
8. Registration of Patent rights, Copy Rights, or trade Mark with concerned authority

1. Coverage of intellectual property policy (Intellectual Property Rights)

The following are the types of intellectual property considered by The University of Haripur:

a. Patents

b. Industrial designs

c. Trade and service marks

d. Copyright in literary works

e. Trade secrets

f. New plant varieties

A. Patents

A patent is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something or offers a new technical solution to a problem. The protection is granted for a limited period, usually 20 years (as stipulated by Pakistan IP office and WIPO, under TRIPS agreement). The patent is a title of ownership.

Patent protection means that the invention cannot be made, used, distributed or sold on a commercial scale without the patent owner's consent. These patent rights are usually enforced in a court, which in most systems holds the authority to stop patent infringement. Conversely, a court can also declare a patent invalid where it is successfully challenged by a third party. On registration and the grant of rights, annual fees are charged by the relevant authorities to maintain them.

A patent owner has the right to decide who may or may not use the patented invention throughout the period during which the invention is protected. 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.

Patents are granted only country by country, some regionally, and may also be used in non-patented territories. Once a patent expires, the protection ends, and the invention becomes part of the public domain, in the sense that the owner no longer holds exclusive rights in it, and it becomes available for commercial exploitation, free of charge, by others.

B. Industrial Designs

An industrial design is the ornamental or aesthetic appearance of an article. The design may consist of three-dimensional features of the article, such as its shape or surface, or of two-dimensional features such as patterns, lines or color. Industrial designs are embodied in a wide variety of products of industry and handicraft, from technical and medical instruments to watches, jewelry and other luxury items, from household ware and electrical appliances to vehicles and architectural structures and from textile designs to leisure goods.

Industrial designs are what make an article attractive and appealing and thereby add to its commercial value and increase its marketability. When an industrial design is protected, the owner "the person or entity that has registered the design" is assured of an exclusive right against unauthorized copying or imitation of the design by third parties.

C. Trademarks

A trademark is a distinctive sign that identifies certain goods or services as those produced or provided by a specific person or enterprise. It helps consumers identify and purchase a product or service because its nature and quality, indicated by its unique trademark, meets their needs. A trademark affords protection to the owner of the mark by ensuring his exclusive right to use it to identify goods or services, or to authorize another to use it against payment. The period of protection varies, but a trademark can be renewed indefinitely beyond the time limit. Trademark protection is enforced by the courts, which in most systems have the authority to block trademark infringement. In a larger sense, trademarks promote initiative and enterprise worldwide by rewarding the owners of trademarks with recognition and financial profit. Trademark protection also hinders the efforts of unfair competitors, such as counterfeiters, to use similar distinctive signs to market inferior or different products or services. Trademarks may be one or more words, letters or numerals or a combination of all three. They may consist of drawings, symbols, three-dimensional shapes such as the outward form and packaging of goods, audible signs such as music or oral distinguishing features or smells.

D. Copyright

Copyright is a legal term describing rights given to creators 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, have certain basic rights. They have the exclusive right to use or authorize others to use the work on agreed terms. They can prohibit or authorize:

a. Its reproduction in various forms, including printed publication or sound recording
b. Its public performance, as in the case of a play or musical work
c. Its recording, for example on compact disc, cassette, or videotape
d. Its broadcasting, whether by radio, cable or satellite
e. Its translation into other languages, or its adaptation, such as that of a novel into a screenplay
f. Its use as software / computer program

Copyright protection also includes moral rights, including the right to claim authorship of a work, and the right to oppose changes to it that could harm the creator's reputation. The creator or the owner of the copyright in a work can enforce rights administratively and in the courts, by inspection of premises for evidence of production or possession of illegally made "pirated" goods related to protect works. The owner may obtain court orders to stop such activities, as well as seek damages for loss of financial rewards and recognition.

E. Trade Secrets

Trade secrets consist of confidential data, information or compilations used in research, business, commerce or industry. The information may include confidential scientific, technical data, business, commercial and/or financial information not publicly known that is useful to an

enterprise and confers competitive advantage on one having a right to use it. The secrecy of the information must be maintained to conserve its trade secret status.

Trade secret information may be disclosed or shared under the terms of a confidentiality agreement. Confidential information may be created in sponsored or non-sponsored research projects, through approval of ORIC.

F. New Plant Varieties

Researchers at The University of Haripur are involved in research in areas such as crop science and forestry that may lead to the development of crop verities. Research efforts in these areas have led to a number of specific achievements e.g. development of crop varieties, which may be capable of producing high yield, more adapted to specific farming systems, resistant or tolerant to main diseases and pests, etc. rapidly ripening, consuming less inputs etc.

These varieties are made available to farmers through existing seed services. For each variety, descriptive data are also available. They give a brief description of the variety: origin (group, pedigree, common name, etc.), agricultural characteristics (farming system, vegetative cycle, adaptability to biotic and/or abiotic stresses, yield, grain quality), etc. These data facilitate the choice of a specific variety for a relevant type of farming system.

New Varieties of Plants can be protected as an intellectual property right, namely "Plant Breeder's Right", if the obtained variety is considered to be new, distinct, uniform, stable and has a suitable denomination. The breeder's right means that the authorization of the breeder is required before accomplishing some acts in respect of the propagating material of the protected variety.

The use of protected varieties in subsistence farming does not require the breeder's authorization. Protected varieties are available without the breeder's authorization for research and plant breeding and Contracting Parties to the Convention may, within certain limits, permit farmers (other than subsistence farmers) to use for propagating purposes the product of the harvest which they have obtained from the protected variety.

By granting a plant breeder's right, the development of new varieties of plants is encouraged in order to contribute to the enhancement of agricultural, horticultural and forestry productivity and, therefore, improvement of income and overall development.

OWNERSHIP RIGHTS UNDER THIS IP POLICY

A. Definitions and Relevant Agreements

a. Participation Agreement

As a mean of enforcing an intellectual property policy, especially in case of collaborative research (sponsored or un-sponsored) the researchers at The University of Haripur are advised to sign a participation agreement between all stakeholders involved in a specific project, which confirms acceptance of this IP policy collaborators. The university (through ORIC) must confirm such agreement for its validity before any of its resources are made available to individuals. A standard participation agreement is available at ORIC office and can be modified with the consent of Director ORIC.

b. Service Agreement

This service agreement can be initiated by a faculty member or through any other channel but is always a contract between The University of Haripur and the individual and/or firm in which the former agrees to perform certain tasks, such as evaluation, field testing or clinical trials, using protocols either directly specified by the firm or developed by the university or institution, to meet very specific criteria and data requirements set by the individual and/or firm. The University employee providing the services will share financial and other benefits (if any) if generated through this service. A standard service agreement is available at ORIC office and can be modified with the consent of Director ORIC.

c. Material Transfer Agreement

The transfer of proprietary tangible property, often-biological material, is covered by a contract called a material transfer agreement. Such contracts may cover materials coming to a university or R&D institution from industrial and other sources, or the reverse.

Negotiated terms of such agreements may cover the use of the original materials, progeny materials produced by self-replication of the original sample, and modifications of the original materials. Points of contention in negotiations include publication rights, ownership, apportionment of liability arising from hazardous materials and ownership of new inventions

arising from the use of the materials. A standard material transfer agreement is available at ORIC office and can be modified with the consent of Director ORIC.

d. Confidentiality Agreement

It may be a separate agreement between disclosing and recipient parties or may be a term in a Research Contract or License Agreement. When it applies to information disclosed by a firm/collaborator (on a professional contact) to an employee of The University of Haripur, the recipient employee by default agree to be personally bound not to release such information unless expressly permitted by the University.

When it applies to information disclosed by an employee of The University of Haripur to an individual / firm / collaborator, an agreement need to prevent the firm from using the information without permission and to protect the patentability of any invention, or the trade value of other technology, disclosed by the member of the university to the firm.

Every department should be responsible for ensuring that the participation agreement, service agreement, material transfer agreement and confidentiality agreement (where and whichever applicable) are signed by concerned Head of Department, validated by Director ORIC.

e. Tangible Property

This is anything having a physical embodiment (e.g. cell lines, software, devices, etc.) irrespective of whether it is patentable or copyrightable.

f. Contract

A legally binding mutual agreement between two or more parties in which an exchange of value (consideration) occurs, and which ties each party to certain duties covering that exchange. Those signing such an agreement must be authorized to bind the entity that they represent.

B. Claim of Ownership by University

University own any intellectual property that is made, designed, discovered or created by a member of staff, students, guest researchers etc., in the course of their employment and responsibilities or which makes significant use of the institution's resources (directly or

indirectly through third party funds; including institution-administered funds or R&D institution-funded time, facilities, or equipment) in connection with its development.

a. Conception

This means a creation in the inventor's mind of a new and useful way of solving a problem; the act of visualizing an invention, complete in all essential detail; this occurs when a solution is formulated, not when a problem is recognized. Conception is the unequivocal mental discovery of an invention.

b. University Resources

These may be defined as all tangible resources made available by UOH, including:

a. Office, laboratory and studio space and equipment
b. Computer hardware, software and support
c. Secretarial services
d. Research, teaching and laboratory assistants
e. Supplies and utilities
f. Funding for research and teaching activities, travel and other
g. Funding or reimbursements

It doesn't include salary, insurance or retirement plan contribution to or for the benefit of the inventor, as against these employees has served the University.

As per Policy The University of Haripur retains the rights of ownership for all the patents registered by its employees (with or without collaboration to any other organization). In case of a collaborative patent, where a significant part of the work (idea, experimental, submission process, legal, technical etc.) is contributed through any other organization, the inventor is bound to disclose such collaborative efforts and sign the relevant agreements (confidentiality agreement, material transfer agreement, contract research / collaborative / participation research agreement, wherever applicable as per requirement of ORIC), in advance of any collaborative research initiative.

C. Claim of Ownership by a Sponsor

a. Treatment of Intellectual Property Rights Arising from Sponsored Projects

Ownership of any intellectual property (including exempted scholarly works) that is made, discovered, or created in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of the grant or agreement, as approved by the institution, although normally The University of Haripur would claim ownership, as per policy. So, before signing any agreement with the funding body a formal approval of agreement draft must be verified from ORIC and approved by the Vice Chancellor of The University of Haripur. In specific circumstances, with recommendations through Director ORIC, the Vice Chancellor of The University of Haripur may withdraw the ownership rights of The University of Haripur for the sponsoring agency, where all cost including the cost of human resource is covered by the sponsor.

D. Claim of Ownership by an Individual

If a university decides not to, proceed to patent and/or license an invention, it may reassign ownership to the inventor at the latter's request. This should be to the extent possible under the terms of any agreements that supported or related to the work. Furthermore, it must be clear that by default The University of Haripur is owner of all sorts of inventions through its employees (through any affiliation), as described in detail in this document. In this case all necessary measures must be carried out by the inventor, in advance to avoid any conflict. In case Director ORIC is satisfied and agrees to revoke the ownership right of any invention (specifically) through its employees, Director ORIC may process the case with recommendations and justifications to the Vice Chancellor, The University of Haripur and upon approval, Director ORIC will give the inventor a written acknowledgement, that University has no claim on ownership of that specific intellectual property. In case, the conflict is not resolved or either party is not satisfied by the decision, either party may approach the Vice Chancellor of The University of Haripur to constitute a committee to resolve the issue as per this policy and under the rules and laws of government of Pakistan. This policy is applied to the all sections and

subsections (IP, copy rights, breeders rights and others) of this document, including the below mentioned articles/sub articles.

a. Treatment of Patents Developed through an individual's efforts

In some cases, an invention can be made by an individual in his own time / resources and without the use of the institution's resources and name. In such cases the institution claims no royalties in the ownership, but such development should be protected through agreement among employee and The University of Haripur, by signing an agreement of memorandum of understanding to allow individual to establish its startup and/or business venture.

If an inventor makes, creates or discovers intellectual property without significant use of the institution's resources, as aforementioned, but the intellectual property closely resembles a specific research project that the inventor has conducted at the institution, it may be argued that the intellectual property was developed using the institution's resources. Under these circumstances a conflict could arise between the university and the inventor (or a firm for whom the inventor consults) over ownership of the intellectual property. This would be particularly true when the intellectual property gained substantial commercial value. In order to avoid these potentially litigious situations, members of staff should be obliged to disclose to their institutions any intellectual property that closely resembles a specific research project at the institutions. This should be accompanied by an explanation that the intellectual property did not arise through use of the institution’s resources.

b. Conflicts of interest

A conflict occurs whenever two or more goals or ends cannot be pursued simultaneously, and they are in potential competition. Productive interchange between The University of Haripur, the faculty, or other employees may sometimes engender conflicts of interest, in which legitimate but disparate goals of the institution or of an individual employee may present difficult choices. If conflicts of interest cannot be avoided, they must be minimized. In such case, there must be a disclosure and management of conflicts of interest agreement, should be signed, in advance.

c. Ownership of Intellectual Property in Student Work

Generally, students shall own as a co-inventor the intellectual property that they make, discover, or create in the course of their research unless:

a. The student has received financial support from the university / project
b. The student has made significant use of The University of Haripur resources (the institution-administered funds, institution-funded time, facilities or equipment) in connection with the research
c. The research has been funded by a sponsor under a grant or sponsored research agreement, or is subject to a material transfer agreement, confidential disclosure agreement or other legal obligation that restricts ownership of the intellectual property

d. Theses and dissertations

The texts of all student theses and dissertations, and works derived from such works, are considered exempted scholarly works. Therefore, the students will own copyright in the scholarly work subject to a royalty-free license to the institution to reproduce and publish. Students are normally allowed to publish their theses and dissertations unless they have agreed in writing to restrictions that preclude or delay publication.

University research contracts protects the right of the faculty, students and other employees to publish the results of their work but may allow brief delays for the filing of patent applications or other moves to protect intellectual property.

E. Surrender of Intellectual Property to an Individual

Where it is advantageous to The University of Haripur and the inventors, the institution may retain ownership of the invention, but give a sole license to the inventor(s) or other(s). The case for such transfer of license will be generated through a request from the inventor and recommended (if supported; as per policy) by Director ORIC with approval from the Vice Chancellor.

IV. DISCLOSURE OF INVENTIONS

A. Importance of ORIC

The University of Haripur, has in place a department namely ORIC, as research innovation and commercialization office for technology transfer and Management, etc. It is further responsible

for the protection and commercial development of inventions and creations. The activities of such a unit should include the following:

a. Processing and safeguarding patent and copyright agreements
b. Determination of the patentability or copyright (including receiving patent disclosures, undertaking patent search and completing applications for patents and copyright)
c. Evaluating the commercial potential of the invention
d. Guiding researchers for patent protection
e. Negotiating and managing licenses, in addition to the concerned Head of Department and researcher

B. Importance of Invention Disclosure

A disclosure is typically used to give a formal description of an invention that is confidentially made by the inventor to his or her employer. An invention disclosure is a document that provides information about the inventor or inventors, what was invented, the circumstances leading to the invention and facts concerning subsequent activities. It provides the basis for determining patentability and the technical information for drafting a patent application. Such a disclosure is the first signal to the university that an invention has been made.

An invention disclosure is also used to report technology that cannot be patented but is protected by other means such as copyright.

C. How to Handle a Disclosure

Researcher should communicate to ORIC through proper channel to keep a track record of his applicant / inventor, by filling a disclosure form and the application form of IP office of specified country, where IP is planned to claim:

The key information required on the disclosure form should include:

a. Invention title
b. Names of the inventors
c. Description of the invention (comprising ingredients/components, their Ratios, Weights, Measurements, Functioning, Inouts, Outputs, Timings, Speeds, Colors, Temperatures etc
d. Sponsorship, if any
e. Design date and date put into practice
f. Publication dates, existing or projected, if any

It is important to record an invention as early as possible. The record should include a written description as complete and accurate as possible. The description should be written to allow another person reading it to comprehend and reproduce the invention. The description should be written in ink, preferably in a bound pamphlet with numbered pages. The disclosure should be understood, witnessed and signed by a non-inventor. These actions are designed to substantiate the fact that the invention was made on a certain date.

Inventors are strongly encouraged to submit invention disclosures early in the invention development process to avoid any problems later on. The disclosure should be submitted with a written description of the invention (explanatory drawing, data, abstracts and summaries may be sufficient). The description can be brief and is often a draft of a manuscript prepared for publication. The invention description should state what the invention is, what it does and why it appears significant. Sketches or diagrams are helpful. A description of the most relevant technology known to the inventor may be required. The written description must be in sufficient detail to permit a researcher or patent professional to comprehend the invention and to assess its patentability.

D. Premature Disclosure

Premature disclosure is the release of information on an invention to the public before the patent application is filed. Premature disclosure includes abstracts, poster sessions, shelved theses or even certain talks describing an invention to an open audience, even if given by someone who is eventually judged not to be the inventor. In most of the cases such premature disclosure may disqualify an invention for patentability, so all researchers / inventors and the individual / groups working in collaboration for any patentable invention are strongly recommended for not to disclose any information on pre-mature stage and communicate to Director Office, in advance, if intend to do so.

E. Obligations of University during and after invention disclosure

In all cases where intellectual property is disclosed (to ORIC or other related department(s)) by a member of staff for possible commercialization, the institution is obliged to ascertain its commercial potential, by keeping the confidentiality at maximum possibility level.

Intellectual property disclosures are normally considered confidential by the institution, so the inventor will inform all members of ORIC and all outside experts (which it may contact) that the information contained in the disclosures is confidential, and that there should be no breach of confidentiality. A confidentiality agreement must be signed and implemented by each party in this regard (if communicated outside ORIC and IP office of Government of Pakistan). The first point of contact of any employee regarding any potential patent/copyright/design/or others must be Director ORIC (in person). As second stage, the inventor will submit a written request for IP and the institution must provide a written acknowledgement of such request. A written statement will be also being provided by the inventor to assure that this information or these data have not yet been disclosed to any third party/public but to ORIC only. And in future will not be disclosed without proper consent of ORIC.

University will further cover the following areas:

a. Educate their staff in intellectual property and tangible research property
b. Provide support as deemed necessary or desirable
c. Obtain legal support and protection for their intellectual property
d. Facilitate the transfer of intellectual property for public use
e. Develop machinery within themselves for the licensing, agreement and management of technology, including patent clearance.
f. Resolution of any intellectual property disputes that arise between and among the institution, sponsors, inventor and others (if any).
g. Publish or advertise the technology as they deem appropriate
h. Assist the inventor in finding a partner for technology development, or a sponsor
i. Endeavor to negotiate and manage agreements to the best advantage of the inventor and the institution
j. Ensure that such agreements are consistent with Intellectual property policy and guidelines.
k. Take necessary legal measures (if applicable) against any infringement of IP rights of its inventions.

F. Obligations of an inventor during and after invention disclosure

a. The inventor of new intellectual property must thoroughly and promptly disclose all inventions, discoveries and other works that belong to the institution.

b. The inventor must provide such assistance as may be necessary, throughout the technology transfer process, to protect and affect the transfer of the intellectual property.

c. The inventor must arrange for the keeping of all records and documents that are necessary for the protection of the institution's interest in the intellectual property.

d. The inventor must abide by all commitments made in license, sponsored research and other agreements, and laws relating to privately funded research.

e. The inventor must promptly disclose all potential conflicts of interest to the university.

f. The inventor is expected to apply reasonable judgment as to whether an invention has potential for commercial marketing. If such commercial potential exists, the invention should be considered "potentially patentable", and disclosed to the institution.

g. The inventor is obliged to delay public disclosure until the evaluation process is completed and a patent application has been filed.

h. The inventor must promptly (as soon inventor comes to know) inform Director ORIC (in written) regarding any infringement of the copy right of invention through The University of Haripur, including its own invention.

G. Factors to be considered when discussing a Licensing Agreement

A model format of licensing agreement will be provided by ORIC, that can be modified by the consent of director ORIC. The following is a checklist of items that need to be considered by universities and R&D institutions when discussing a licensing agreement:

Particulars of the parties:

a. Names of parties

b. The Registration Name Registration Number Head Office address of party/Organization in case of Limited company or Charter corporation etc and its copy if possible or permission, licence if applicable

c. Clarifying the licensee

d. If it is a division of a large company, if registered, addresses of the main parties

e. Definition of territory; scope and patents to be licensed

f. Obligations of the parties

Nature of agreement:

a. Agreement to grant a license;

b. Know-how agreement;

c. Assignment of rights;

d. Limitations on use by the licensee.

Nature of property:

a. Invention

b. Design

c. Copyright

d. Discovert

Property to be licensed or assigned, or subject of the agreement;

Ownership of property:

a. Who is the owner of the property that is the subject of the agreement?

b. Who is the owner of the beneficial interest in the property that is the subject of agreement?

c. What is the nature of the licensor's right in the property that is the subject of the agreement, including the right to grant licenses or other rights?

If the licensor is the owner of the beneficial interest and is not the legal owner of the property that is the subject of the agreement, the instrument giving the licensor the right to grant a license or other right there under will be identified.

It will be made clear what, if anything, will happen to future patents, designs, inventions, technical information or know-how, or improvements to any of them where:

(i) The licensor obtains rights in them

(ii) The licensee obtains rights in them

Nature and extent of rights: is the party being granted:

(i) Sole rights;

(ii) Non-exclusive rights?

(iii) A combination of any of them for different purposes or different territories.

Nature of the rights granted:

(i) Manufacture

(ii) Use

(iii) Sale

(iv) Lease

Publish, Apply, Making Copy

(v) Territories in which rights are granted

(vi) Identification of the nature of rights granted for different territories

a) Has either party the right to assign the agreement or benefits?
b) What is the position of subsidiaries of the licensee under the agreement?
c) What is the right of the licensee to grant sublicenses in respect of licensed property?
d) What is to be the form of the sublicense?
e) What is the licensee's responsibility in relation to acts of the sub-licensee?
f) What is the licensee's responsibility for the maintenance of confidentiality with respect to know-how?
g) Is the licensee to have the right to sub-contract the manufacture of articles derived from licensed property?
h) Termination of License

Payments and royalties:

(i) Is a down payment required, and, if so, does it have to be set off against royalties or other receipts deriving from the agreement?

(ii) What is the royalty rate to be paid in respect of the derived articles?

(iii) Is a certain minimum royalty payable? If not, does there have to be a right of denunciation of the agreement if a minimum payment is not made?

a) Are payments other than royalties to be made by the licensee to the licensor?
b) Specify the currency in which all payments are to be made, and the reference dates for exchange rates.

Does the licensee have to keep records of:

(i) The amount of derived articles dealt in?

(ii) Sales or other commercial dealings?

(iii) Receipts for commercial transactions involving the derived articles?

a) What rights of inspection of records does the licensor have?
b) What provision has to be made for the marking of articles covered by design patent protection?
c) What provision has to be made for indemnification by the licensee where marking provisions are not complied?
d) What provision has to be made for the protection of copyright?
e) What has to be the starting date of the agreement?
f) What is the duration of the agreement?
g) What rights of denunciation does the licensor or the licensee have?
h) Provision for denunciation on breach of the agreement or on insolvency and change of management or control of the licensor or licensee.
i) Does the licensee retain any rights in the event of termination?
j) Provision for the licensee to respect the validity of industrial property rights covered by the agreement.
k) Exclusion of licensor's certification that the licensed property is valid.
l) What happens if the property that is the subject of the agreement fails?
m) Provision for certificates of renewal of industrial property.
n) Provision for the licensee to endeavor to create a market for and sell derived articles.
o) Provision for the licensee to take such action as may be necessary to avoid the grant of a compulsory license in respect of the industrial property.

p) What happens in the event of infringement of the industrial property covered by the agreement?

Provision for the service of notices.

i) List of licensed property.

ii) Confidentiality.

Ownership

As mentioned, previously, in any case The University of Haripur reserve the right of ownership of any IP created by any employee of the University, until specified in other way in this document. The inventor will share the right in revenue.

VI. REVENUE DISTRIBUTION

A. Gross and Net Income

Gross income is funds obtained from the commercialization of technology under a license agreement. Gross income may include license fees, milestone payments, minimum annual royalties, earned or running royalties, equity, equipment or reimbursement of patent expenses and fees.

Net income is gross income less non-reimbursed R&D institution expenses for patent prosecution and licensing expenses associated with a particular license agreement (e.g. travel made expressly to negotiate a particular license agreement).

B. General Principles of income sharing from patent

- **Definition of share**

Share is the part of benefit interim of revenue generated through the commercialization of any IP and distributed to the parties concerned with any invention; as per this policy document

- **Inventor's personal share:**

This is the part that directly goes to the inventor with full control on it.

- **Administrative benefit to ORIC:**

This is the part that directly goes to the inventor with full control on it.

- ***Creator* research share:**

This is the part that directly goes to the inventor's laboratory and the inventor has the direct and full control on it to use for research/scientific purpose (only; including publication, travel for scientific meetings/conferences etc.).

- ***Creator* Department/Center share:**

This is the part that directly goes to the inventor's department, where inventor is appointed within the University.

- **University share:**

This is the part that directly goes to the inventor with full control on it.

A. **Distributable Royalties/benefits**.

The University of Haripur will distribute net income, profit and royalties from any commercial expedition through licensing, distribution, production or any other mean of financial and/or non-financial benefit generated from any patented and/or copyright protected intellectual property, the similar will be distributed among the inventor, research group and The University of Haripur with following formula. This does not include the use of IP for research purposes. In case of sponsored research, this distribution of royalties will also include the benefits to the sponsors, as per agreement to the funding body on case to case basis.

In case of joint venture or a collaborative research (where all requirements as mentioned in this document are fulfilled), the royalties / ownership rights will be discussed and agreed by (in written agreement) all concerned parties. The following distribution formula for royalties/benefits will be applied to the part of The University of Haripur.

B. Standard Distribution Method.

The following formula will apply to the distribution of *Net Royalties* among *Creators*, their respective researcher (creative research share), departments and the University, based on amounts received by The University of Haripur on yearly basis:

Value of commercialized IP up to Rs. 10 Million

Inventor's personal share: 50%

Administrative benefit to ORIC: 5% of total, net of *Creator* personal share

Creator research share: 5%

Creator Department/Center share: 5%

University share: 35%

Value of commercialized IP equal to or above Rs. 10 Million and less than Rs. 20 Million

Inventor's personal share: 45%

Administrative benefit to ORIC: 5% of total, net of *Creator* personal share

Creator research share: 5%

Creator Department/Center share: 5%

University share: 40%

Value of commercialized IP equal to or above Rs. 20 Million and less than Rs. 30 Million

Inventor's personal share: 40%

Administrative benefit to ORIC: 5% of total, net of *Creator* personal share

Creator research share: 5%

Creator Department/Center share: 5%

University share: 45%

Value of commercialized IP equal to or above Rs. 30 Million

Inventor's personal share: 35%

Administrative benefit to ORIC: 5% of total, net of *Creator* personal share

Inventor research share: 5%

Inventor department/Center share: 5%

University share: 50%

Right of Appeal

Administrative decisions made for any of above may be appealed by the persons affected to the Committee on Intellectual Property as nominated by the Vice Chancellor of The University of Haripur, for final determination provided the appeal is made in writing to University Management through the office of the registrar (or any office/officer authorized by Vice Chancellor) The University of Haripur, within 45 days of such persons receiving written notification of the administrative decision.

Portability of Royalty Shares

Personal royalty shares (Inventor's personal share) will be payable to the inventor regardless of his/her employment status at/with The University of Haripur or elsewhere. Research shares (Inventor research share) will not follow individuals leaving The University of Haripur, but will be payable to the individual's laboratory or, if no such laboratory remains, the individual's department or, if no such department remains, to the University account. Where an individual leaves one department and/or laboratory for another departmental and/or research laboratory within The University of Haripur share will move with him or her.

Changes to Policy

BIC committee shall be responsible for interpreting this policy and resolving questions and disputes concerning it, from time to time, the BIC/ORIC or any faculty member or an employee of office cater (through BIC) may suggest changes to this policy.

Annexure J

This agreement is constituted between parties as mentioned below under terms and conditions as follow:

1) Purpose

1.1 The purpose of this agreement is to establish collaboration for a specific project / experiment.

1.2 The material transfer under this agreement will be used to ---------- and will be only used for research purpose and no commercial exploitation/benefits will be generated until the results are published for public (with mutual consent) or patented as per the agreement.

2) Definitions

For the purpose of this agreement:

2.1 Collaborative Project means any activity which the parties undertake or support, pursuant to this agreement under the title mentioned as "----------".

2.2 Information means scientific or technical data, results or methods of research and development stemming from joint research carried out under this agreement and any other data deemed necessary by the participants to collaborative project.

2.3 Intellectual property shall have the meaning defined in by World Intellectual Property Organization.

2.4 Party means any person or any research group involved in collaborative project. The representative of each party will sign this document.

2.5 Confidentiality means any information / data necessary for the interpretation of research or the date having potential to be used for any further exploration, directly or indirectly.

2.6 Material means any material provided by either party to the counterpart for the specified collaborative project, which includes the physical material, ideas, concepts or any information, where rights of ownership can be generated.

3) Terms of Agreement

3.1 Both parties agree on all articles and sub-articles and bound to the legal obligations of each Party, national policies/rules/regulations, from time to time in force, by their own part and no such liability will fall to the counter part from any legal obligation of one party/organization / country to the other party.

3.2 It is here agreed with mutual consent and approval from organizational management at each part of the parties, concerned, to establish collaboration for the project "----------", hereinafter referred as collaborative research project. **The University of Haripur, Haripur (Pakistan)** (hereinafter referred to as 'UoH'), of the one part, and the **----------**

XYZ---------- (hereinafter referred to as -------'XYZ------'), of the other part as collaborative organizations, whereas the researchers or groups working under this agreement hereinafter referred to singularly as 'the Party' and together as the 'Parties', CONSIDERING that the collaborative organizations and parties are currently carrying out research activities in a number of areas, and that mutual benefits may be derived from joint participation in collaborative research activities.

3.3 This agreement is drawn up in duplicate in English language and signed by the concerned researchers, witnessed by Head of Departments, with approval of competent authorities at each part of UoH and **-----XYZ------**.

3.4 It is the sole responsibility of each party to get all necessary requirements and official procedures must be fulfilled through proper channel and approval from concerned heads, committees or others (if required) must be solicited from the concerned at part of each party, before signing this document. No liability of such approval will fall on the other party and each party is responsible for such approvals on its own part.

3.5 Both parties agree to communicate directly, specifically on the aforementioned collaborative research project or any further potential idea. It is further agreed that any further idea / project proposal generated through this collaboration or independently with no concerns with this project collaboration, a separate collaboration agreement must be signed.

3.6 On request for any reason, both parties are bound to provide any information or data regarding this collaborative project to the office of the Vice Chancellor, University of Haripur or Director, Office of Research, Innovation & Commercialization (ORIC) at University of Haripur (if approval from the vice chancellor to ask the information(s) is provided).

3.7 This agreement is constituted only for specific project / work as mentioned in this document and nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the organization(s) and/or parties or so to constitute either party as the agent of the other.

4. Confidentiality

4.1 Both parties agree that any information generated through the collaborative project, must be kept as strictly classified and only distributed to others (not present as party in this agreement, or mentioned so) until the mutual consent is generated to open the data for general public or any other group. It doesn't include what is already in public domain as published material.

5. Intellectual property

5.1 The role of each party regarding any intellectual property generated through the material used from this collaborative project will be acknowledged properly as investigator / co-investigator of the intellectual property.

5.2 The benefactor party of the material exchange retain the right to use the material(s) for its own intellectual property development (either independently or in collaboration of any other party(ies)), unless any material or information provided by the other party (of this agreement) is not used (directly) to develop intellectual property. The material or information for this reason is only considered the one which is classified (between both parties of this agreement) and is not in public domain, yet.

6. Material Transfer

6.1 All the biological material transfer will be made through properly sealed delivery with the safety guaranty, in case of any accidental breakup of consignment.

6.2 By the effect of this agreement, both parties are bound to deal (i.e. use, handle, transfer, dispose etc.) with any material or its transfer with taking all necessary precautions and measures as per rules and regulations of organization(s) and country legislation at their part. Each party in this agreement is liable for the use and transfer of any material under this collaborative work. Furthermore, no action will be entertained on the negligence of one party to the other counterpart.

7. Further use of material

7.1 The material exchange under this agreement will be subjected to be used only for the entitled activity(ies) (by the recipient party) under this agreement. Further use of material (by any definition, including but not limited to, licensing, consulting, interaction with sponsor(s)/future sponsor(s), industry, experimental, education purposes) is prohibited, unless the parties agree mutually (in written) and acknowledged properly on counterpart level.

7.2 The benefactor party of the material exchange retain the right to use the material(s) or develop collaboration research agreement with any other party(ies), until the material exchanged through other party(ies) is not used (directly) to support the initiation of further research or use. The material or information for this reason is only considered the one which is classified (between both parties of this agreement) and is not in public domain, yet.

8. Finance

8.1 The parties acknowledge that in the absence of any mutual consent (in writing through official letter or official email) to the contrary, each party will be responsible for its cost and expenses in establishing and conducting the research work and related activities, including without limitation the cost and expenses incurred for the transport / delivery of the material.

9. Entry into force, termination and dispute settlement

9.1 This agreement shall enter into force on the date of signing this document by both (all) parties and will be valid until the completion of the project.

9.2 This agreement may be amended by mutual consent of the parties. The amendments shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for amending this agreement have been completed and mutual consent (of parties) is generated to enforce the new terms and condition.

9.3 This agreement may be terminated at any time by either Party upon six months written notice. The results generated until the termination date of this agreement will be shared by both parties as per the details mentioned in this document. Whereas, only agreement of joint collaboration will considered as terminated, while both (all) parties will be bound to the terms and conditions of this agreement regarding any information generated through the work done and will acknowledge the counterpart to any publication/intellectual property as per this agreement and the termination will not be considered on the work done during the time period of this agreement, until mutually agreed to do so.

9.4 All questions or disputes related to the interpretation or implementation of this agreement shall be settled by mutual agreement between the parties, and nothing will be published (by any mean), until a mutual consent is generated.

10. General communication

10.1 Any general/ routine communication will be directly made to the signatory of this agreement (as party), whereas any enquiry through concerned office(s) of the parties, as mentioned in this agreement must be entertained properly.

11. Notices

11.1 Every notice given regarding this agreement shall be in writing, in English and delivered personally or by fax, or sent by registered or certified post via air mail or by courier or through official email (which shall be acknowledged by the other Party) to the concerned office (as mentioned below) by keeping the party (signatory) informed through a copy of such notice:

(a) If to UoH: Office of Research, Innovation & Commercialization
University of Haripur, Haripur
Khyber-Pakhtunkwa, Pakistan
Attention: Director
Fax. No.: 0092-995-615394
Email: oric@uoh.edu.pk

(b) If to _____: ---------- Name and Address of Party----------
---

Attention:
Fax. No.:
Email:

Signatures:
This agreement is effective by the signature of parties or their representatives as under, with witness (of concerned office / representative on each part). All the pages of this agreement are marked with the initials (by hand) of each party and its witness.

(a) If to UoH: ---------- Name and Address of Party----------
---

Attention:
Email:

Signature: _____

Witness: Manager, Industrial Linkages & Technology Transfer
ORIC, University of Haripur, Khyber-Pakhtunkhwa, Pakistan
Attention: Manager
Email:

Signature: _____

(b) If to _____: ---------- Name and Address of Party----------
---

Attention:
Fax. No.:
Email:

Signature: _____

Witness: ---------- Name and Address of witness----------

Attention:
Email:

Signature: _____