



# **INTELLECTUAL PROPERTY POLICY**



**YEAR 2017/2018**

**SEGi/RIMC/IP/Ver1.2.1**

## **INTELLECTUAL PROPERTY POLICY OF SEGi University (SEGi)**

### **THE MISSION OF SEGi'S INTELLECTUAL PROPERTY UNITS**

To lead and to administer the commercialization of intellectual property which involved the research and development (R&D), innovation and consultation activities in SEGi University.

This Intellectual Property Policy shall be applicable and governed to all the SEGi University (hereinafter referred to as “University” and/or “SEGi” interchangeably)’s Staff, whether permanent, contractual and/or part time, registered undergraduates and post graduates students’, visiting and adjunct lecturers and/or professors, Visitors and all person who are described to have legal and binding relation with the SEGi University.

### **OBJECTIVES**

- i) To create the climate for innovation, invention and creative work by generating a better understanding of Intellectual Property issues in general.
- ii) To maintain interest in intellectual property activities by the SEGi’s staff and students such as learning, teaching, innovating, scholarship, commercialization, research and development.
- iii) To provide a framework of intellectual property to the SEGi’s staffs and students of their rights, responsibilities and opportunities in relation to the Intellectual Property.
- iv) To identify the inventors and nurture their development to maximize Intellectual Property value acquisition.
- v) To suggest variety of schemes and incentives for SEGi’s staffs and students to participate in various form of exploitation to promote the high quality of research projects and technology transfers.
- vi) To provide financial incentives to individuals, groups, faculties, units and organizations as a reward in developing and applying intellectual activities in the fields of industry, science, commerce, literature and the arts.

- vii) To fulfill the vision and mission of the University to be the world class technical University through the administration of intellectual property and commercialization development through research and innovation activities.

## **1.0 INTRODUCTION TO THE INTELLECTUAL PROPERTY LAW IN MALAYSIA**

**1.1** The Intellectual Property Law protect the ownership of human creativities in various fields such as ideas, music, literary and arts, inventions, design, sketches, writings and paintings. It includes computer program, layout-design of integrated circuits, various plants and data base. Intellectual property can be divided into two categories, namely Industrial Property and Copyright.

**1.2** Industrial Property is divided into Patent, Industrial Design, Trademarks, Geographical Indication and Layout-Design of Integrated Circuits. Whereas Copyright is divided into Artistic Work, Literary Works and Broadcast and Musical Works, Sound Recordings and Films.

1.2.1 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. To make an application for a patent under the Patent Act 1983, such invention must: -

- a) be new, which means that the invention has not publicly disclosed in any form, anywhere in the world;
- b) involve in any steps, that is to say the invention must not be so obvious to someone with knowledge and experience in the technological field of the invention; and
- c) be industrially applicable, meaning it can be made or used in any kind of industry.

- 1.2.2 Patent is protected for 20 years starting from the date of filing whereas the renewal of utility is protected for 10 + 5 + 5 years starting from the date of filing. Through this protection, the owner has the exclusive rights to stop any person from using, creating or selling his invention in Malaysia.
- 1.2.3 Industrial Design is the ornamental or aesthetic aspect of an article. The design may consist of three-dimensional features such as the shape and configuration of an article, or two-dimensional features, such as patent and ornamentation. Filing of an industrial designs should be made at the earliest possible time or before an article is disclosed to the public.
- 1.2.4 According to the Industrial Design Act 1996, the registered industrial design is given an initial protection period of 5 years from the date of filing and is renewable for a further two consecutive terms of 5 years each.
- 1.2.5 Trademarks is a sign which distinguish the goods and services of one trader from those of another. A sign includes words, logos, pictures, names, letters, numbers, or a combination of these.
- 1.2.6 Registered trademarks owners have exclusive right to use their marks in trading. They also have the rights to take legal action for infringement under the Trade Mark Act 1976 and Rules of Trade Mark 1997 (Amendment 2001).
- 1.2.7 Trade mark registration is valid for ten years from the date of application and may be renewed every ten years.
- 1.2.8 Geographical Indication is an indication which identifies any goods as originating in a country or territory, or a region or locality in that country or territory, where a given quality, reputation or other characteristic of the goods is essentially attributable to their geographical origin.

1.2.9 According to the Geographical Indication Act 2000, a registered geographical indication is given 10 years of protection from the date of filing and is renewable for every ten years.

1.2.10 A layout-design of an integrated circuit is the three-dimensional disposition of the elements of an integrated circuit and some or all of the interconnection of the integrated circuit or such three-dimensional disposition prepared for an integrated circuit intended for manufacture.

1.2.11 A layout-design is eligible for protection automatically upon fulfillment of the following conditions:

- a) it is original, i.e. the result of its creator's own intellectual effort and not commonplace among creators and manufacturers of integrated circuit;
- b) it has been fixed in a material form or incorporated into an integrated circuit; and
- c) the right holder of the layout-design is qualified person.

1.2.12 According to the Layout-Design Of An Integrated Circuit Act 2000, layout design is protected for a period 10 years from the date it is first commercially exploited. Notwithstanding this, the protection granted lapses 15 years after the date is created.

**1.3** Copyright is the exclusive right given to the owner of a copyright for a specific period. There is no system of registration of copyright in Malaysia. According to the Copyright Act 1987, a work can be automatically protected upon fulfillment of the following conditions:

- a) sufficient effort has been expended to make the work original in character;
- b) the work has been written down, recorded or reduced to a material form; and
- c) the author is a qualified person or the work is made in Malaysia or the work is first published in Malaysia.

1.3.1 According to the said Act, the copyright of literary, music and art works subsist during the life of the author plus 50 years after his death. However, if the work has not been published during the lifetime of the author, the copyright continues to subsist until the expiration of 50 years, following the year in which the work was first published.

**1.4** The University adheres to the principles that trade secret must be protected. In order to maintain protection while a trade secret is in use, it is the policy of the University to bind individuals having access to the secret by contractual agreement.

## **1.5** Tangible Research Property

1.5.1 Tangible Research Property is frequently patented or copyrighted where appropriate and then licensed for commercial purposes.

1.5.2 Although Tangible Research Property may often have IP rights associated with it and which may be IP protected, tangible property may be distributed for research and non-commercial purposes, without securing IP protection by using some form of contractual agreement.

1.5.3 Where Tangible Research Property is developed in the course of research which is subject to the terms of a sponsored research or other agreement, control over its development, storage, distribution and use is the responsibility of the project leader. The responsibility for control includes determining if and when distribution of the Tangible Research Property is to be made beyond the laboratory for scientific use by others in accordance with the terms of this policy.

1.5.4 When distributing Tangible Research Property for research purposes outside the laboratory handling, transportation and other costs may be recovered from the recipient.

1.5.5 If there is a possibility of risks associated with the transport, storage, handling and use of the tangible property, there must be contractual disclaimers of liabilities and indemnities to safeguard the University's interests.

1.5.6 Each item of Tangible Research Property should have an unambiguous identification code and name sufficient to distinguish it.

**1.6** Intellectual Property Policy describes the Intellectual Property's right produced by SEGi's staffs, and to determine the rights of the University regarding the intellectual property's issues arising from research activities, innovations, inventions, creative works and technologies transfer that can be commercialized.

## 2.0 GUIDELINES

### 2.1 Objectives

These guidelines are designed to protect the interest of the owner of intellectual property and its commercialization activities and providing the equal rights among the Intellectual Property inventors through the implementation of incentives and rewards, profit sharing or any matters connected therewith.

### 2.2 Commercialization and Intellectual Property Activity

2.2.1 The general principle of the commercialization are as follows:-

- i) Invention and design of intellectual property
- ii) Protection of intellectual property
- iii) Management and commercialization of the intellectual property
- iv) Business ventures involving intellectual property
- v) Evaluation and measurement of the intellectual property.

2.2.2 SEGi will be the responsible body to identify the commercialization and intellectual property activities which has commercial value; and will use it rights to determine the activities of intellectual property which does not fall within the scope of these guidelines.

### 2.3 Definition

2.3.1 “**Commercialization**” means taking an idea to an outcome – whether a product, service, process or organizational system to market by way of licensing, Assignment, spin-off, or joint ventures.

2.3.2 “**Intellectual Property**” means any Intellectual Property protected by the laws of Malaysia, and includes: -

- a) Patent Act 1983



- b) Copy Right 1987
- c) Trade Mark Act 1976
- d) Industrial Design Act 1996
- e) Rules of Industrial Design 1999
- f) Geographical Indication Act 2000
- g) Rules of Geographical Indication 2001
- h) Layout-Design of an Integrated Circuit Act 2000
- i) Plant Varieties Act 2004
- j) Trade Secret
- k) Other rights resulting from intellectual activity in the industrial, commercial, scientific, literary and artistic fields.

2.3.3 **“Intellectual Property’s Right”** (hereinafter refers as ‘IPR’) means the restricted rights according to the respected law which enable the owner of the IP to imposed the exclusive control against any exploitation over his right towards commercial purposes.

2.3.4 **“Invention”** means an idea of an Inventor which permits in practice the solution to a specific problem in the field of technology, and may be, or may relate to, a product or process.

2.3.5 **“Inventor”** means the person who is the actual creator of the Invention or who

has made an intellectual contribution to the conception of the Invention, and where the context so requires, means the author or designer.

2.3.6 “**Foreign Expertise**” means any person that has an expertise in any technical field in producing any inventions; and must be appointed by the University.

2.3.7 “**License**” means the right to exploit any Intellectual Property rights granted by the owner, the licensor, to another person, the licensee, and includes a sub-license.

2.3.8 “**Recipient**” means any person(s) who receives Fund from the Relevant Body.

2.3.9 “**Relevant Body**” means the collective reference to the Government Agency, Public Funded Universities of Higher Learning, Government Institutions and Government Agency, including Non- Government Organisations, private and Foreign Higher Education Institutions and companies.

2.3.10 “**University Resources**” means all the identical sources provided by the University to its staff which includes offices, laboratory spaces, studios and its facilities, equipments and computers software, clerical assistances, studies and research, lab assistances, utilities, research grants or any other grants. These does not includes salary, insurance or retirement scheme that has been given to the SEGi’s staff.

2.3.11 “**University Staff**” means a person who is employed on a permanent, temporary or contractual basis by SEGi, and is paid emoluments by the SEGi and includes a person who is seconded to any subsidiary corporation, or SEGi’s company or company of the statutory body or any other statutory body or any Ministry, department or agency of the Federal Government or any department or agency of the Government of any State or any company in which the Federal Government or the Government of any State has an interest.

2.3.12 “**Tangible Research Property**” refers to those research results which are in a

tangible form as distinct from intangible (IP). Examples of tangible property include integrated circuit chips, biological organisms, materials from biodiversity and products derived therefrom, engineering prototypes, engineering drawings, and other property which can be physically distributed.

2.3.13 “**Mediator**” means a qualified person under the Malaysian Law who mediates to produce an agreement or reconciliation between two disputing parties.

2.3.14 “**Originator**” includes an author, creator, designer or inventor of an IP and/or invention.

2.3.15 “**University Administered Fund**” means fund obtain from the University or fund obtain from a sponsor, government related entity and/or industry through the University.

2.3.16 “**Officers**” means Chancellor, Pro-Chancellor, Vice Chancellor, Deputy Vice Chancellor, Dean, Faculty Deputy Dean, President or Vice President of any School or Centre, Academy or Institute, Registrar, Treasury, Library, any post holder created by the University Constitution and any related statute.

2.3.17 “**Visitors**” means a person who was officially invited by the university for academic or research purposes and for the period agreed to by certain parties.

2.3.18 “**Student**” means a registered University’s student.

2.3.19 “**UIC**” means University Industry Centre of SEGi University.

2.3.20 “**University and SEGi**” means SEGi University.

2.3.21 “**Works**” means literary Works, musical Works, artistic Works, films, sound recordings, broadcasts, derivative Works, and educational course materials and academic papers or any other Works protected under the Copyright Act 1987.

### **3.0 INTELLECTUAL PROPERTY MANAGEMENT COMMITTEE**

"Intellectual Property Management Committee" means a committee responsible for general supervision, management and administration of the University's IP Policy. For avoidance of doubt, this Intellectual Property Management Committee shall consist of a panel committees named as "Intellectual Property Evaluation Panel", a panel responsible for advising the Intellectual Property Management Committee regarding applications for IP protection; providing technical inputs, contract negotiations, management, filing and infringement of patents and copyright; investigating and assisting in internal and external IP dispute settlement and providing advisory on all the University's IP matters, maintenance and policing.

#### **3.1 Intellectual Property Right's Management**

3.1.1 Management Intellectual Property Rights Committee will consist of Intellectual Property Committee (hereinafter refers as 'IPC') consisting of

- a) Chairman : Vice Chancellor of Research and Innovation
- b) Deputy Chairman : Director of Research and Innovation Management Centre (RIMC)
- c) Secretary : Desk Officer of RIMC
- d) Professors appointed by Vice Chancellor
- e) Dean or Deputy Dean from the respective faculty

3.1.2 The IPC is responsible to follow the following functions:

- a) Monitoring the implementation of this policy, reviewing and certifying when necessary, amendments to this policy.
- b) To appoint Sub-Committee or members as required to assist the University or the

IPC in technical assessment or risk assessment or commercialisation or exploitation of IPR by the University.

- c) To advise the University in IPR especially in related to risk assessment or commercialisation or exploitation.
- d) To manage and to take any necessary precaution to protect the IPR that belongs to the University.
- e) To disseminate and explain the intellectual property policy to the SEGi's staff, student and visitors.
- f) To assist the University in solving any disputes related to IPR or arising from the implementation of this policy.
- g) To do all the necessary steps for the implementation of this policy.

#### **4. OWNERSHIP OF INTELLECTUALL PROPERTY RIGHTS (IPR)**

##### **4.1 University's Staff/Students**

- a) The University shall claim for world ownership rights in every IPR on every single work, design and inventions developed by its staff which:-
  - i) The University shall claims ownership of all IP created by the University's Staff and students in the course of their employment and/or studies with the University, even if the protected inventions are conceived outside the premises of the University or at the collaborator's and/or industry's premises.
  - ii) Created by university staff in the course of his work and the appointment with the university, or pursuant to any agreements with third parties where the university becomes a party.
  - iii) Designed, developed or created by the University's staff by using the research fund from the University, facilities, materials or other resources available on or through the University.
  - iv) Commissioned by or on behalf of the University for any purpose.
- b) The IP, including patents, trade and service marks, industrial designs and copyright shall be filed in the name of the University. The University, as the IP rights owner, shall be responsible for taking all necessary action in enforcing the intellectual property rights including commencing legal action for any infringement of the IP.
- c) The Originator shall cooperate and assist the University in all phases in the registration of the IP and shall assign the resulting IP to the University. For

avoidance of doubt, the University's Staff and Students hereby acknowledge that they are fully aware of the existence of this Policy and irrevocably agreed that this Policy forms part and parcel of the appointment letter by the University. The defense of "ignorantia juris non excusat" and/or ignorance of this Policy is not an excuse to the University's Staff and Students.

- d) The University has the right to keep the non-exclusive license, without the royalty to use it, develop or produce in any appropriate way, in work produced by its staff for teaching purposes, and this license will remain after the University's staff have leave University service.
- e) The University shall claim for world ownership rights in every IPR on commission for every courses (lecture notes, radio broadcasting, audiovisual, digital encoded material and etc.) developed to extend the functions of teaching and giving special interest to its staff. This commission may include financial benefits or leave from academic duties. If the author/University's Staff or course materials placed in the other institutions, the University at its discretion, may grant him a non-exclusive license to use the course materials only for the teaching purposes and not to implement any course as a rival to the course at the University.
- f) In the event that there is any contrary to these guidelines, all contracts and regulations that existed at the time of acceptance of these guidelines among the University and the government, corporations and other outside organizations, and related to IPR in which University have an interest, will remain fully enforceable, including where the ownership of IPR given to third parties.
- g) Notwithstanding of the above, the University reserved the rights from transferring its ownership of IPR to the third party.
- h) The University shall decide the countries in which it will seek Intellectual

Property protection.

- i) The University shall maintain and bear maintenance and other costs associated with obtaining or maintaining such protection. However, the decision whether to apply for, and to maintain, such protection shall be at the sole discretion of IPC concerned.
- j) Unless the terms is expressly agreed or otherwise required, the University shall charge or claim for any ownership or interest from any Intellectual Property created by the students during their studies with the University. However, in certain circumstances, the University may require students involved into an agreement to allow the University to obtain rights of Intellectual Property produced, designed or developed by them during their studies or research activities.
- k) The University will claim ownership of IP created by enrolled students in pursuit of their studies where:
  - i. generation of the IP has involved use of the University's Resources and/or services beyond that which is ordinarily provided to students; or
  - ii. generation of the IP has resulted from use of preexisting IP owned by the University; or
  - iii. the new IP forms part of IP generated by a team of staff and students of which the student is directly or indirectly a member; or
  - iv. the IP has been generated as a result of specific project funding provided by or obtained by the University.
- l) The University shall charge and claim for any rights, ownership in every IPR created by the students if:-
  - i) the creation of Intellectual Property is created by using the assistance from



- University's staff, facilities, provision or other resources provided or obtained through the University;
- ii) the creation of Intellectual Property is resulted from the existed Intellectual Property in the University;
  - iii) the Intellectual Property is one set of Intellectual Property created from one or group of students; or
  - iv) the Intellectual Property is created due to his appointment by the University.
- m) University to ensure that ownership does not interfere with the assessment of academic achievement or financial allocation or student's award. University reserves the right to impose restrictions or regulations on the disclosure, dissemination or other matters related to any work containing the Intellectual Property for some reasonable period as its think just for the protection of the Intellectual Property.

## 4.2 Visitors

- a) The University shall charge or claim any rights, ownership or interest onto the Intellectual Property created by the University's visitors except it has been writtenly agreed or expressly mentioned in these guidelines.
- b) The University reserves the right to claim ownership rights or other rights to which the Intellectual Property is produced, created, or developed by using materials, facilities, provisions or other resources provided by the University.
- c) Where work is done by non-employees, such as consultants, visitors, industrial personnel, fellows, independent contractors, etc. pursuant to their being commissioned by the University to do such work, ownership and rights to results of such work belong to the University. The University will enter into a written agreement with the non- employee for the commission. Where such non-employee is not so commissioned by the University, such non-employee retains ownership to the results of such work. As it is the policy of the University to retain

ownership in all work done by non-employees, the University will procure a written agreement from such non- employee assigning his rights to the University.

#### 4.3 Agreement with Third Party

- a) In the event of the University involvement in the project with the third Party or the fund , facilities or other sources provided by them for certain projects, the University may enter into an agreement with the third party to control the ownership and exploitation of an Intellectual Property.
- b) In negotiating such an agreement the University shall as far as practicable ensure that the terms of the agreement are consistent with the principle set up in this policy.
- c) In any event, no University's staffs are allowed, either directly or indirectly, provide to a third party whom is not a member of the University to use any facilities, materials or other University resources with the aim to produce the Intellectual Property except with the written permission from the Vice Chancellor.

4.3.1 Ownership of Intellectual Property created in the course of such collaboration shall be determined as follows:

- i) The default position for all such research collaborations shall be that the SEGi shall solely own the Intellectual Property. The third party will have a first right to negotiate either a non-exclusive or exclusive License based on commercial terms with the University.

- ii) Notwithstanding para 4.3.1 (i) above, in a situation where a third party has made substantial contributions to a collaborative effort that resulted in the creation of Intellectual Property, for example, by providing funding and by engaging in a scientific or technical collaboration with the University, the University may, by contract, agree that the resulting Intellectual Property will be jointly owned.
- iii) All such collaboration agreements shall also contain terms pre-determining the rights of the parties to commercialise any Intellectual Property that may be subsequently jointly owned by them.

4.3.2 In the event the end product has been commercialized, the third party shall pay royalty to the SEGi in accordance with the acquisition funding agreement. In the absence of terms specifying the royalty, the third party shall pay the SEGi an equitable royalty.

## **5. COMMERCIALISATION**

Before Commercialisation can take place, party(s) should be engaged in pre-negotiation.

### **5.1 Pre-Negotiation**

- i) Recipient, Inventor(s) and Commercialisation party(s) are required to disclose the particulars of any Intellectual Property rights and other relevant information which would be relied upon during the negotiation. Before disclosing any Confidential Information, a Non-Disclosure Agreement (NDA) must be executed. The disclosure must be done through document(s) prepared by the Originator and the Originator shall provide the information and details of the inventor(s) and the team, if any, the invention details, circumstances leading to the invention, and facts concerning subsequent activities such as commercialization potential, business analysis, possible in-house use of the technology and cost benefit analysis.

- ii) The Originator, governed and ascribed under this Policy is expected to apply reasonable judgement as to whether the outcome of the research, innovation and creative activities of the University has potential for commercialization and business marketing. If such potential exists, the outcome and reasonable decisions should be considered for intellectual property protection and the Originator shall fully and promptly disclosed to the Intellectual Property Management Committee of the same.

## 5.2 Commercialisation Options

The negotiating team should consider all options and weigh the advantages and disadvantages of each of the following options before entering into any agreement.

## 5.3 Licensing

5.3.1 Licensing can be in the form of exclusive License, non-exclusive License, sole License and cross License, subject to para 5.3.4. All licensing arrangements can be contractually limited by geographical locations, time, industry and fields of application.

- i) Exclusive License - the Recipient transfers all rights of exploitation of the Intellectual Property to the licensee. This means the Recipient relinquishes the rights to exploit the Intellectual Property himself or to grant any additional, subsequent License(s) to another party. Recipient should retain the rights to use, conduct further research and development and exploit the Intellectual Property for non-commercial use.
- ii) Non-Exclusive License - the Recipient may grant the rights of exploitation of the Intellectual Property to one or more party(s), including the right to exploit the Intellectual Property himself. In a non-exclusive License, the Recipient may grant the licensee sub-licensing rights.
- iii) Sole License - the Recipient transfers all rights of exploitation of the Intellectual Property to the licensee but retains his rights to exploit the Intellectual Property himself.

- iv) Cross-License - This option allows two or more Intellectual Property owners to contractually authorise each other to use their Intellectual Property for commercial and non-commercial purposes. In a cross-licensing arrangement, the consideration for the rights conferred by one party is a reciprocal grant of rights by the other. Cross-licensing terms may include the payment of a licensee fee or royalty if the rights conveyed by the parties are not equal in value.

### 5.3.2 Assignment

The Recipient transfers complete ownership to another party (assignee). Assignment involves an outright sale of Intellectual Property rights to the assignee. However, partial Assignments are allowed, subject to para 5.3. For example, an Assignment may be restricted by geographical locations.

### 5.3.3 Spin-Off Company

The Recipient establishes a company for the purpose of Commercialisation of the Intellectual Property, where Inventor(s) and Recipient may own equity in the company together with any third party, in proportions to be negotiated.

### 5.3.4 Joint Venture Company

The Recipient establishes an entity together with a third party for the purpose of Commercialisation of the Intellectual Property, where the Recipient and the third party are shareholders of the said company.

## 6. **WEALTH SHARING**

**6.1** In the event when the University received any income from the commercialisation and the exploitation of Intellectual Property, and unless agreed upon, the income will be distributed periodically in accordance with paragraph 6.2.

**6.2** Based on the nett profit the income shall be distributed as follows:

Inventor/Originator - 80%

University/University Investment Company - 20%

- 6.3** The distribution and disbursement of financial returns and the quantum of financial incentives to be given to the Originator/Inventors shall be in the ratio of 80% and 20% (80% to the Originator and 20% to the University). In all cases where the research is being done by more than one inventor, the principle originator/inventor shall have the right to decide the percentage of income for each of their team members.
- 6.4** In a circumstance where two or more Inventors developed an IP rights, the disbursement shall be according to the express written agreement of the Inventors. Such agreement should clearly state in terms of percentages each inventor has contributed to the IP. This agreement should be transmitted as a written agreement signed by the named Inventors to the Intellectual Property Management Committee. Where the Inventors fail to arrive at a consensus, the matter shall be decided by the Intellectual Property Management Committee or its proxy. The decision of the Intellectual Property Management Committee or its proxy shall be final and binding.
- 6.5** The Staff, Students and/or employees who leave the University's employment/studies while on probation/studies as well as the contract staff who do not serve the full contract period and Staff/employees who are terminated due to disciplinary action or for other reasons, the University shall have the discretion to decide regarding the royalty payment.
- 6.6** The above term is not applicable for the staff who has retired from the University, which will continue to receive such income or periodic payment, such as a particular case, that he was entitled to be paid.

## **7. DISPUTE RESOLUTION**

- 7.1** In the event of a dispute, controversy, claim or difference of whatever nature arising out of the implementation or operation of this Policy, among the Inventors themselves, or

between the Inventor(s) and the Recipient, or Inventor(s) and/ or Recipient and the University, the Vice Chancellor must appoint a mediator to resolve the dispute, claim or difference by appointing the internal mediator, failing which his appointment is subject to the consent of the parties.

- 7.2 The internal mediator shall take any procedures deemed appropriate in the process provided that all parties involved are given a fair chance of defense.
- 7.3 The costs (if any) of such dispute resolution, if any, shall be borne equally by all parties to the dispute.
- 7.4 If any matter, dispute, or claim cannot be settled amicably by the parties hereto within thirty (30) days after the same having been referred to the parties, then the Vice Chancellor shall appoint an arbitrator to decide by arbitration in accordance with the Rules of Arbitration of the Kuala Lumpur Regional Centre for Arbitration (KLRCA), before a single arbitrator who shall be nominated by the KLRCA and mutually agreed by both parties.
- 7.5 The arbitration shall take place in Kuala Lumpur and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act, 2005.
- 7.6 Waiver of the provisions of this Policy may be granted by the Vice Chancellor on a case-by-case basis.

## **8. MORAL RIGHTS AND ETHICAL ISSUES**

- 8.1 The University recognises the moral rights of the author(s) or Inventor(s) of Intellectual Property. University shall take reasonable steps to ensure that the author(s) or Inventor(s) is acknowledged as the author(s) or Inventor(s) of the Intellectual Property. University shall also take reasonable steps to ensure that any alteration or modification of a work does not harm the reputation or honor of the author(s) or Inventor(s).
- 8.2 All University's staff shall ensure that in the creation, development and generation of any Intellectual Property, all reasonable care is taken to ensure that there is no breach of any

ethics or the moral rights of the author(s) or Inventor(s) of Intellectual Property, contribution, collection, data and confidentiality, the ethical and safety work of research management, especially involving humans and animals, fraud data and plagiarism.

## **9. MODIFICATION, VARIATION AND AMENDMENT**

9.1 The University shall have the right to modify, vary or amend this policy accordance the amended of the existing law and Government Policies which being enforce from time to time.

## **REFERENCES**

- i) World Intellectual Property Organization (WIPO)
- ii) Intellectual Property of Malaysia (MyIPO)
- iii) Intellectual Property Commercialisation Policy for Research & Development (R & D) Projects Funded By the Government of Malaysia