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INTERNATIONAL ISLAMIC UNIVERSITY, ISLAMABAD
(Office of Research, Innovation & Commercialization-ORIC)

ACKNOWLEDGEMENT

This policy is drafted after consulting the IP Policy of various international and national universities. The ideas, concepts, and expressions borrowed are fully acknowledged. We have built further on the foundations they have laid in the field of research, innovation, and commercialization. All the definitions of the terms pertaining to intellectual property are taken from the World Intellectual Property Organization (WIPO) https://www.wipo.int/portal/en.

LIST OF ACRONYMS

<table>
<thead>
<tr>
<th>IC(s)</th>
<th>Integrated Circuit(s)</th>
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<tr>
<td>IIUI</td>
<td>International Islamic University Islamabad</td>
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<tr>
<td>IP</td>
<td>Intellectual Property</td>
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<td>IPO</td>
<td>Intellectual Property Office</td>
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<td>IPR(s)</td>
<td>Intellectual Property Right(s)</td>
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<td>NDA</td>
<td>Non-Disclosure Agreement</td>
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<td>ORIC</td>
<td>Office of Research, Innovation &amp; Commercialization</td>
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<td>R&amp;D</td>
<td>Research and Development</td>
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<td>TRIPS</td>
<td>Trade-Related Aspects of Intellectual Property Rights</td>
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<td>WIPO</td>
<td>World Intellectual Property Office</td>
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<td>WTO</td>
<td>World Trade Organization</td>
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DEFINITIONS

For the purpose of this policy, unless otherwise stated, the following definitions and abbreviations shall apply:

a. **Research:** at IIUI means original investigation undertaken in order to contribute knowledge and understanding in any discipline conducted by IIUI student(s) or employee(s) (Faculty and Staff).
b. **Development:** means affirmative creativity.
c. **Applied Research:** means the original investigation in order to acquire new knowledge related to any application. It is, however, directed primarily towards a specific practical aim or objective. The results of applied research are intended primarily to be valid for a single or limited number of products, operations, methods or systems. The knowledge or information derived from applied research is often patented but may also be kept confidential.
d. **Publication:** means an act or process of producing content(s), book(s), research paper(s) and creativity in published form.
e. **Faculty:** means faculty member appointed in IIUI on regular or contract appointment.
f. **Staff:** means administrative personnel of IIUI hired on regular, ad-hoc, or contract appointment.
INTERNATIONAL ISLAMIC UNIVERSITY, ISLAMABAD
(Office of Research, Innovation & Commercialization-ORIC)

*****

g. **Author:** includes writers, artists, music composers, etc. of any creation of mind including literary and artistic works; designs and symbols; names and images used in commerce.

h. **Creator:** refers to the person/organization who creates a creation of the mind, such as invention; literary and artistic work; design; and symbol, name and image used in commerce.

i. **Invention:** refers to a new or novel idea, product or process, which is non-obvious or involve an inventive step, it shall be useful and shall be covered under patentable subject matter.

j. **Intellectual property (IP):** refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce.

k. **Patent:** A patent is an exclusive right of ownership 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 in the TRIPS agreement).

l. **Copyright:** It is a legal term describing rights given to creators for their literary and artistic works. Literary works include 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 including economic and moral rights. They have the exclusive right to use or authorize others to use the work on agreed terms.

m. **Trademark:** A trademark is a distinctive sign that identifies certain goods or services as those produced or provided by a specific person or enterprise. The system 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/her 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 on payment of additional fees.

n. **Industrial Design:** An industrial design right is an intellectual property right that protects the visual design of objects that are not purely utilitarian. An industrial design consists of the creation of a shape, configuration or composition of pattern or color, or combination of pattern and color in three dimensional forms containing aesthetic value. An industrial design can be a two- or three-dimensional pattern used to produce a product, industrial commodity, or handicraft. Registering valuable designs contributes to obtaining a fair return on investment made in creating and marketing the relevant product, thereby improving profit.

o. **Trade Secrets:** Trade secrets consist of confidential data, information or compilations used in research, business, commerce, or industry. Universities and R&D institutions, government agencies, business entities and individuals may own and use trade secrets. The information may include confidential scientific and technical data and business, commercial 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. The law of trade secrets covers knowledge or information, whether patentable or copyrightable, typically of an engineering or business nature, giving one a competitive advantage, which is intended by its holder to be maintained in secret and is not generally accessible or known.

p. Industrial Design: it may consist of three-dimensional features, such as the shape of an article, or two-dimensional features, such as patterns, lines or color.

q. Lay-out-design/Lay-out Designs of Integrated Circuits/Machines/Implements: commonly known as “chips” or “micro-chips” – are the electronic circuits in which all the components (transistors, diodes and resistors) have been assembled in a certain order on the surface of a thin semiconductor material (usually silicon). An ‘integrated circuit’ (IC) means a product, in its final form or an intermediate form, in which the elements, at least one of which is an active element, and some or all of the interconnections are integrally formed in or on a piece of material which is intended to perform an electronic function.

r. Moral Rights: are the rights of the creator including the right to be acknowledged as the author of a work and to prevent it from being altered in a way that might damage the creator’s reputation.

s. Economic Rights: involve the right to control the distribution of a work. Under these right, the creator can stop anyone from copying or using a work without permission – including, for example, by translating it, reproducing it, performing it or broadcasting it.

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POLICY INTRODUCTION

a. COMPLIANCE

This policy has been framed in pursuance of Chapter 4 Section 7 (a) of IIUI Statutes of 2007.

b. SHORT TITLE

The policy shall be called “IIUI Innovation & Intellectual Property (IP) Policy Version 2022”.

c. POLICY STATEMENT

As an owner and user of Intellectual Property Rights, IIUI aims to achieve the objectives of sustainable innovation, equitable access and fair use by:

i. adhering to the best practices of acquisition of IP protected materials through acknowledgment and attribution

ii. compensating to the rights holders where feasible within resources of IIUI

iii. upholding the principles of open innovation and open access wherever possible and applicable.
IIUI, as an institution, encourages the use of open-source material and stresses that wherever any intellectual property is used, it shall be duly acknowledged and attributed to the source.

d. **COMMENCEMENT OF THE POLICY**
   This policy will be effective immediately after approval from the competent fora of IIUI and will be applicable to all ongoing projects.

e. **IN CASE OF AMENDMENT**
   In case of any amendment to this policy in future, the change will not have retrospective effect.

### 1. INNOVATION AND INTELLECTUAL PROPERTY POLICY

#### 1.1. PURPOSE OF IP POLICY
   The purpose of the policy will be to clarify how intellectual property is to be managed by the IIUI. The IP Policy states position in relation to intellectual property and informs on fundamental steps that lead to the proper management, protection and/or commercialization of intellectual property. This policy is to be followed by all faculty members, staff, researchers, and others who are related as well as students and visitors of the research and academic institutions with which IIUI may enter into agreements.

#### 1.2. COVERAGE OF IP POLICY
   This part of the policy document describes the coverage/scope of the persons involved and areas covered under proposed policy.

   **i. Course Material:** Course material means all material produced in a course or use of Patents in teaching in any form (including digital print, video, and visual material) and all intellectual property rights in such material and will include lectures, lecture notes and material, syllabi, study guides, assessment material, images, multimedia presentations, web content and course software.

   **ii. Research Projects:** All the research activities will also be covered under IP policy of IIUI however, it will not affect those research projects which are under process (already have a signed agreement). All prototypes under the umbrella of IIUI Research work including those in Engineering and Technology and Basic & Applied Sciences will be covered under this IP Policy for filing of IP rights.

   **iii. Individuals (Faculty, Staff, Researchers, Students):**
   - **a) Academic staff:** Includes all teaching and research staff, and visiting scholars employed by IIUI on permanent, temporary, ad-hoc, or contract basis.
   - **b) Undergraduate, postgraduate, and visiting students:** Any full-time or part time undergraduate and post graduate student regardless of whether he/she receives financial aid from the IIUI or from external sources. It is the responsibility of students who are also employees of outside organizations to resolve any conflict between this policy and
provisions of agreements with their employers prior to committing themselves to any undertaking at the IIUI that may involve the development or creation of IP. The research work of IIUI students going on IRSIP or any other exchange program that might result in creation of an IP, the IP rights shall be jointly owned with IIUI and the external university.

c) **Post-doctoral researchers:** Although post-doctoral associates may be hired as staff, they are considered to be in the same category as post-doctoral fellows/trainees because their work is considered to be part of their training.

d) **Independent contractors or consultants:** Persons hired by the IIUI on a limited time basis, for a limited purpose as specified in a contract. The rights and obligations of the parties shall be determined by contract between the IIUI and the contractor.

e) **Non-employees:** who use IIUI funds, facilities, or other resources, or participate in IIUI-administered research, industrial personnel, and fellows, regardless of obligations to other companies or institutions.

**iv) IP Assets and Rights:** This IP Policy will cover all types of intellectual property rights, both economic and moral rights, under relevant IP Laws of the country, such as:

- Copyrights & Patents
- Trademarks/Trade, Names and Service Marks
- Industrial Designs/Solutions
- Trade Secrets/Plan
- Lay-out Designs of Integrated Circuits/ Machines/Implements

**a. Copyright:**

i. Copyright ownership of works by IIUI faculty or students shall be jointly owned by the creator/author and IIU, except stated otherwise in the agreement between IIUI and external party.

ii. Copyright with respect to software is dealt with as per other IP rights.

iii. The IIUI shall also have the right to use, publish and reproduce such works in whatever form, electronic or otherwise, for its teaching, research, and academic purposes after seeking permission from the owner(s) on non-commercial basis. However, if this publication of work is for commercial gains, an agreement for payment of royalties between the creator/author of Copyright and IIUI will be signed on mutually agreed terms and conditions.

**b. Patent:** All IP developed by IIUI faculty, students, and researchers in their own personal time, who are neither connected to IIUI research nor developed with substantial use of IIUI’s resources, shall belong to such IIUI staff, students and/or researchers as creator/author. Patent rights created by IIUI staff based on IIUI research with substantial use of IIUI’s resources will be joint ownership of IIUI and creator of patent right. Royalties for research team will be determined by separate agreement(s) on mutually agreed terms and conditions in case of commercialization of these patent rights. In case, IIU in future develops a trade secret, it will be covered under the intellectual property rights as per prevailing laws on the subject matter

c. **Trademarks/Names and Service Marks:**
The IIUI shall be the sole owner of the IIUI logos.
d. **Industrial Designs/Solutions:**

This policy will focus on efforts by the IIUI to raise consciousness the concerned stakeholders to register their novel designs (Lay-out Designs of Integrated Circuits/ Machines/Implements) in order to get a more competitive edge.

### 1.3. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS:

There are three primary situations for the ownership of intellectual property rights: (a) the IIUI owns the intellectual property; (b) IIUI jointly owns the intellectual property with its faculty, students and staff; and (c) IIUI jointly owns the intellectual property with multiple collaborators including its faculty, donor agencies and/or external stakeholders.

a. **IIUI owns the IP:** IIUI Intellectual Property means that IIUI shall be the sole owner of the IIUI logos, designs, publications and processes built in house of IIU and its constituent units.

b. **IIUI Jointly Owns IP with its Researchers (Faculty, Staff, Students):** Where IP will be jointly owned by IIUI and its fraternity. For each specific piece of IP owned by the IIUI and its fraternity, the costs directly related to registration and management of IP, paid by the IIUI will first be deducted from the gross income available before distribution. The net income will then be distributed among IIUI and the creator(s)/author(s) on 70/30 ratio (70% creator and 30% IIU).

c. **IIUI Jointly Owns the Intellectual Property with Multiple Collaborators:** Joint Intellectual Property means individually and collectively all inventions, improvements, or discoveries and all works of authorship, excluding articles, dissertations, theses, and books, which are generated by one or more employees of IIUI and one or more employees of external organization in performance of the research under the Agreement. All rights and title to Joint Intellectual Property belong jointly to IIUI, the creator(S)/author(s) and the external organization in the terms agreed between these three parties on mutual consent and case to case basis.

### 2. PATHWAY TO FOSTER POSSIBLE INTELLECTUAL PROPERTY

a. It is mandatory for all employees of IIUI to disclose all potential IPs immediately and before communicating it in public domain through Non-Disclosure Agreement (NDA) publication or otherwise.

b. **IP Disclosure Mechanism:** If a creator/author has developed any IP, the creator(s)/author(s) immediately and before communication of the same in the form of publication or any form of public disclosure, must disclose the full details of the IP to the ORIC office by submitting a Non-Disclosure Agreement Form (annexed with this policy). The ORIC will evaluate the commercial potential and patentability of the IP. The ORIC may consult with other IIUI personnel or independent experts who are competent in the field to assist in the evaluation if deems appropriate or necessary.

c. In all cases where IP is disclosed by a member of staff for possible commercialization, the IIUI is obliged to ascertain its commercial potential. Intellectual property disclosures are normally considered confidential by the institution, but for the sake of
ascertaining its commercial potential, IP section in ORIC will inform all members to get feedback.

d. **Market Evaluation and Licensing:** It is essential that any patentable invention be analyzed for its industrial relevance and commercial potential. In the context of IIUI, ORIC should endeavor in collaboration with creator/author, to find economic and technical suitability, potential of commercialization, investment required and sustainability. It is quite common that inventions are produced in universities, but their potential users may be located elsewhere. So, it becomes useful to commercialize such research efforts to share the benefits with stakeholders. IPR owners often do this by granting licenses to other manufacturing companies. In this context, ORIC will identify and endeavor to commercialize potential inventions from IIUI and make necessary arrangements regarding their licenses and other requirements.

e. **Revenue Distribution:** All revenues derived from IIUI owned IP will be received and administered by the ORIC. For each specific piece of IP owned by the IIUI, costs incurred in the process of perfecting, transferring, and protecting IIUI rights to the property paid by the IIUI will first be deducted from the gross income available before distribution. An accurate accounting of all such costs shall be made available to the author/creator upon request. The distribution of net proceeds that is received from IIUI owned Intellectual Properties shall be shared between the creator and the IIUI on 70/30 ratio (70% creator and 30% IIU).

f. **Intellectual Property Review Committee:** In implementing this policy, the IIUI shall appoint a standing Intellectual Property Review Committee, whose functions shall include (1) reviewing policy provisions from time to time, as needed, with recommendations for change or amendments to the Office; (2) serving as a non-binding decision-making body in the case of any dispute relating to this policy; (3) reviewing other issues as requested by the ORIC or other interested parties.

g. **Conflict of Interest:** In case of conflict of interest caused, i.e., any member of the committee is creator of an IP asset, he/she shall recuse from the committee and a new review committee will be formed.

h. **Dispute Resolution:** All disputes relating to IP shall be resolved amicably in the spirit of supporting research activities and protecting the interest of the public. In this backdrop, disputed issues regarding intellectual property shall be handled by a committee. The complaint shall be filed with the Director (ORIC), who will present it to the Dispute Resolution Committee a senior member of the IP Review committee shall chair the committee and other members shall include Director (ORIC), the dean of faculties/DGs of institutes where the dispute is originating, the creator/author, and a neutral member who is knowledgeable in IP legal issues appointed by Vice-President (R&E) from any department/faculty/institute at the IIUI. In case of non-settlement of disputes, IP review committee will deal with the situation where a party is not satisfied with the decision of the Dispute Resolution Committee, he/she may appeal to the President of IIUI whose decision shall be final and binding upon all the parties.
3. PROCESS FLOW FOR INTELLECTUAL PROPERTY DISCLOSURE AND FILING

a. Creator(s)/author(s) will disclose all potential IPs to ORIC Office immediately and before communicating it in public domain through publication or otherwise.
b. ORIC office will help the creator/author in writing application for filing of the IP rights.
c. In case, the application is ready with coordination of both, ORIC office and creator/author, ORIC office will proceed with its filing process.
d. In case, the application writing needed expert help, ORIC office will make arrangements in consultation with the creator/author to discuss the potential IP with relevant experts.
e. ORIC office will bear all the costs to be incurred with registration of IP rights at Pakistan Level. This includes IP rights application filing fee for IPO Pakistan.
f. In case of applying for international patents, both creator/author and the ORIC office will collectively and in coordination seek funding sources.
g. IIUI will be the applicant of IP rights and the creator(s)/author(s) will be listed as such in the IP application.
h. ORIC office will coordinate the entire process of filing till award of patent with IPO Pakistan Office.

***
RECIPROCAL NON DISCLOSURE AGREEMENT (NDA)

This Agreement is entered into as of the ______ day of ____________ , 20__ (“the Effective Date”) between / among __________________________ (herein referred to as “ __ ___________________ Party A ”), and __________________________, Pakistan (herein referred to as “ __________ Part B ”).

In consideration of the mutual covenants set out below and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), and in order to protect certain Confidential Information to be exchanged by each of the parties to the other, Party A and Party B agree as follows:

1. Designation of Parties. Each party shall designate a representative (“the Designated Representative”) for coordinating receipt, release and delivery of Confidential Information, who is Designated Name(s) for Party A and Designated Name(s) for Party B, or such individual(s) as any party may designate by notice in writing to the other.

2. Description of Confidential Information. The Confidential Information to be disclosed under this Agreement includes those materials specifically identified as:

   i) material which is marked as confidential at the time of disclosure; or

   ii) material in oral or visual form identified as confidential at the time of disclosure and subsequently designated as such within a written memorandum sent by the Disclosing Party to the Recipients within thirty (30) days following the original disclosure; or

   iii) material pertaining to (third party) ____________________________ and entitled “ ________ ”.

3. Purpose of Recipient’s Use of Confidential Information. The Recipients shall make use of the Confidential Information only for the following purpose (the “Purpose”) ____________________________ of the__________________________.

4. Confidentiality Period/Term. This Agreement and the Recipients’ duty to hold Confidential Information in confidence shall continue until Month Date, Year.

5. Non-Disclosure. Each Recipient agrees that it will retain the Confidential Information in confidence and that it will not disclose such Confidential Information to any third party or use the Confidential Information for any purpose other than the Purpose. Each Recipient shall use at least the same standard of care in protecting the confidentiality of the Confidential Information that it uses in protecting its own Confidential Information of a similar nature but, in any event, no less than a reasonable standard of care. Each Recipient shall disclose the Confidential Information only to its employees, directors, officers, agents, consultants or other persons, where any of the foregoing have a need-to-know the Confidential Information for the Purpose, and who shall be bound by substantially the same obligations as the Recipient pursuant to this Agreement.

6. Exclusions. This Agreement imposes no obligations upon the Recipient with respect to information that:

   a) was either in the Recipient’s possession before receipt from the Disclosing Party as established by documentary evidence; or was at the time of disclosure available to the public; or became available to the public after disclosure to the Recipient without breach of this Agreement by the Recipient; or

   b) became available to the Recipient from a third party which, to the Recipient’s knowledge, had no duty of confidentiality with respect to it; or

   c) has been independently developed by the Recipient as established by documentary evidence; or
d) is made as required by law and/or is subject to an order by judicial or administrative process requiring the Recipient to disclose any or all of the information; provided, however, that the Recipient shall use reasonable efforts in the circumstances to promptly notify the Disclosing Party of such requirement to enable the Disclosing Party to oppose such process, before disclosure occurs; or

e) is disclosed by the Recipient with the Disclosing Party’s prior written approval.

7. **Return of Confidential Information.** Upon the written request of the Disclosing Party, any Recipient will return all Confidential Information and copies thereof in its possession or under its control to the Disclosing Party, subject to the right of the Recipient to retain one (1) full archival copy of such Confidential Information for the purposes of establishing the extent of the disclosure of such Confidential Information. Such Confidential Information shall nonetheless be subject to Section 4.

8. **No Licenses or Other Rights.** Neither this Agreement nor any disclosure hereunder will be deemed, by implication, estoppel or otherwise,

   (i) to vest in a Recipient any license or other rights to any of the Confidential Information or under any patent, copyright, trade secret or other intellectual property right, or

   (ii) to obligate a Disclosing Party to make any particular disclosure of Confidential Information or to enter into any business relationship or further agreement with any Recipient.

9. **Representation.** Disclosing Party represents and warrants to Recipient that it has the right to enter into this Agreement without breaching or violating any fiduciary or contractual obligations owed to a third party. No other representations or warranties whatsoever with respect to any Confidential Information disclosed under this Agreement is made by any Disclosing Party under this Agreement.

10. **Remedies.** Recipient acknowledges and agrees that damages may not be an adequate remedy to compensate Disclosing Party for any breach of Recipient’s obligations under this Agreement. Accordingly, Recipient agrees that in addition to any and all other remedies available, Disclosing Party will be entitled to seek a temporary or permanent injunction to enforce the obligations contained in this Agreement.

11. **No Assignment: No Amendments.** No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties. This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and permitted assigns. However, no amendment or modification of this Agreement will be effective unless made in writing and signed by authorized representatives of all parties.

12. **Governing Law; Compliance.** This Agreement shall be governed by and construed in accordance with the laws of the Pakistan applicable therein. Each of the parties agrees to comply with all applicable laws, regulations and rules relating to the export of technical data.

13. **Notices.** All notices given under this Agreement shall be in writing and shall be delivered by courier, e-mail (to the electronic address provided by the Designated Representative) or by facsimile to the address of the other party set out below. Notices shall be deemed to have been received on the date of delivery, if delivered by courier or e-mail and on the first business day following the electronic confirmation of the successful transmission by facsimile, if sent by facsimile. Any party may give written notice of a change of address, facsimile number or e-mail address, as the case may be.

14. **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement may be delivered by facsimile, courier or e-mail.
The parties hereto have duly executed this Agreement by their respective duly authorized representatives as of the Effective Date.

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<th>For Party B</th>
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<td>Signatures:</td>
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International Islamic University, Islamabad
(Office of the Director (Academics & Examinations)
Ph: 051-9257918, Fax : 9257915, Intercom: 2528, Email : dir.acad@iiu.edu.pk
No. IIU-D.Acad (08)/2008-11262 Dated: 08-06-2022

NOTIFICATION

Additional Agenda item No. 3 WORKING PAPERS PERTAINING TO THE POLICY FRAME WORKS FOR VARIOUS FACETS OF HIGHER STUDIES, RESEARCH AND ENTERPRISE.

The Academic Council in its 81st meeting held on 30th March, 2022 (2nd session) on the recommendations of the Prof. Dr. Ahmed Shuja Syed, Vice President (R&E) and in the wake of IIU’s Strategic Plan (2022-26) has decided as under:

i. **The Rules/Regulations and Procedures for MS and Ph.D Programs of IIU-2022**

The house recommended/approved the Rules/Regulations and Procedures for MS and Ph.D Programs of IIU-2022 as recommended by the Board of Advanced Studies and Research (BASR) in its meeting held on February 3, 2022 with appreciation.

ii. **The IIU Research Policy-2022**

The house appreciated the proposal and recommended the same without any observation.

iii. **The Policy for Innovation & Intellectual Property Rights (IP Policy) -2022**

The house appreciated the proposal and recommended the same without any observation.

iii. **The IIU Consultancy Policy-2022**

The house approved the IIU Consultancy Policy-2022 with the with the recommendations that in the light of the observations raised by the academic council on “Section 5” at page-260 of the additional agenda of the academic council the under reference para of the policy shall be rephrased by as suggested by Dr. Muhammad Irfan, Dean, FBAS.

Recommendations of the Academic Council are notified for information and implementation by all concerned.

Distribution
All concerned

CC:
Assistant /Director (Meetings) To report the matter before next meeting of the BOG.

(Doctor Muhammad Imtiaz)
Director (Acad & Exams)