

INTELLECTUAL PROPERTY POLICY

CENTRE FOR RESEARCH & DEVELOPMENT



UNIVERSITY OF TECHNOLOGY SARAWAK

<https://www.uts.edu.my>

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1.0 INTRODUCTION

This Policy sets forth the University of Technology Sarawak (UTS)'s policies in relation to commercialisation and exploitation of UTS's Intellectual Property and distribution of income derived therefrom. This Policy is applicable to all UTS employee, whether permanent, contractual and/or part time, registered undergraduates and postgraduates students, visiting and adjunct lecturers and/or professors, visitors and all person who are described to have legal and binding relation with UTS.

2.0 OBJECTIVES

The objectives of this Policy are to:

1. Create the culture for innovation, invention and creative work by generating a better understanding of intellectual property issues in general.
2. Provide a framework of intellectual property to UTS's employee and students of their rights, responsibilities and opportunities in relation to the intellectual property.
3. Fulfill the vision and mission of the university to be a global technical university through the management of intellectual property and commercialisation development through research and innovation activities.
4. Build and promote strategic research partnerships with the industry and community.

3.0 DEFINITION

Term	Definition
CRD	Centre for Research and Development
CEPD	Centre for Continuing Education and Professional Development
Commercialise or Commercialisation	To use, apply, publish, manufacture, assign, license, sub-license, franchise, sell, exploit, market or otherwise use or dispose of the intellectual property for the purpose of generating financial or other commercial returns
Commercialisation Costs	All necessary and/or reasonable costs incurred during commercialisation of intellectual property, including but not limited to intellectual property registration and prosecution, legal, other professionals giving rise to commercialisation revenue, related and accommodation for UTS employee and/or others involved, incurred taxes and UTS overhead charges or management fee
Commercialisation revenue	<ol style="list-style-type: none"> a. Royalty upon sale by a licensee b. Royalty from sub-licensee fees received from a licensee c. Lump sum license fee d. Proceeds of sale of the intellectual property e. Signing fee f. Milestone payments g. Minimum annual payments h. Reimbursement of intellectual property registration and prosecution

- i. Dividends upon shares owned by UTS in a spin-off company to which it grants a license where researchers do not own any equity in the spin-off company
 - j. Proceeds of sale of shares owned by UTS in a spin-off company to which it grants a license where researchers do not own any equity in the spin-off company
 - k. Damages from any infringement proceeding
- The above list is not exhaustive, and does not include the overhead component of research funds paid pursuant to a research agreement

Commercialisation
Technical Committee (CTC)

Chaired by the Vice Chancellor, CRD as the Secretariat, a representative from Centre for Continuing Education and Professional Development (CEPD) and UTS Consultancy Services Sdn. Bhd. (UCSSB), Legal Advisors, and Internal Technical Expert Advisor(s). An External Technical Expert Advisor will be invited if necessary. CTC has the following membership:

- 1. Chaired by the Vice Chancellor
- 2. Secretariat (CRD)
- 3. Representative from CEPD
- 4. Representative from Finance Department
- 5. Legal Advisor 1
- 6. Legal Advisor 2
- 7. Internal Technical Expert Advisor(s)
- 8. External Technical Expert Advisor (if relevant)

Invitee

- 1. Applicant/Member(s)
- 2. Representative from external parties (Investor, JV partner) (if necessary)

Copyrighted works

Literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other materials or works other than software, which qualify for protection under the copyright law

Intellectual Property

Inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrighted works

Intellectual Property (IP)
Rights

All forms of intellectual property protected under the laws of Malaysia or other legislations on Intellectual Property including copyright, patents, industrial design, trademarks, geographical indication, integrated circuit layout designs, new plant varieties, software, rights in utility model, know-how, trade secrets and all other intellectual or industrial property rights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewal of them, and in each

	and every case all rights or forms of protection having equivalent or similar effect anywhere in the world
Inventor	Any person who makes a material contribution to the creation or demonstration of the intellectual property and who meets the criteria for inventorship under Malaysian law
Invention	Idea which permits in practice a technical solution to a specific problem in technology and may relate to a product or process
Net Commercialisation Revenue	Gross Commercialisation Revenue less Commercialisation Costs
Originator	Inventor, creator or author of the Intellectual Property
School	Any division or department within UTS comprising one subject area or a number of related subject areas
Third Party(ies)	Third party(ies) is/are any external individual or institution that wish to collaborate in research with UTS by providing assistant in terms of financial, human resources, gifts, data, lab testing services, data analysis services and etc.
University Research Committee (URC)	<p>Chaired by the Vice Chancellor, CRD as the Secretariat and members include all Deans, Director of the Centre of University Courses and Innovative Learning (UCiL), Head of Research Centres and a representative from Finance Department. The Director of UTS Consultancy Services Sdn. Bhd. (UCSSB) (will be invited to review Patent application, depending on meeting agenda). URC has the following membership:</p> <ol style="list-style-type: none"> i. Vice Chancellor ii. Deputy Vice Chancellor (Academic) / Deputy Vice Chancellor (Research) iii. Director of Centre for Research and Development iv. Deputy Director of Centre for Research and Development v. All School Deans vi. Director of UCiL vii. All Heads of Research Centre viii. Bursar ix. Registrar x. Director of UTS Publisher xi. Secretariat (CRD) xii. Director of UCSSB (if necessary) xiii. Invited panel (if necessary)
Research Agreement	Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at UTS

Research Alliance	A formal association established that consists of Centres of Excellence, laboratories, formal and informal groups of individual professors, established research groups within UTS (possibly involving outside parties)
Researcher	<p>Those who use UTS resources and who perform any research task in UTS or otherwise participate in any research project administered by UTS, including those funded by external sponsors as below:</p> <ul style="list-style-type: none">i) Employee - Any person employed by UTS part-time or full time, contractual or permanent and includes both academic and non-academic staffii) Students registered under UTS, including graduate and postgraduate studentsiii) Visiting Researcher - Any person having an association with UTS without being either as employee or student, which may include academic visitors, individual with honorary appointments in UTS and emeritus staff
Spin-Off Company	A company that exploits a university or research institution Intellectual Property
UCSSB	UTS Consultancy Services Sdn. Bhd.
UTS	University of Technology Sarawak
UTS Resources	Any form of funds, facilities or resources, including equipment, consumables and human resources provided by UTS either in a direct or indirect way

4.0 SCOPE OF THE POLICY

- 4.1 This Policy shall apply to all Intellectual Property created on or after November 2017 and all IP Rights associated with them.
- 4.2 This Policy shall apply to all Researchers who have established legal relationship with UTS based on which the Researcher is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement that includes employment contract or any other legal statement.

5.0 LEGAL ISSUES CONCERNING THE STATUS OF RESEARCHERS

- 5.1 The person exercising the authority of employment on behalf of UTS shall ensure that the employment contract or other agreement establishing any type of employment relationship between UTS and the Researcher includes a provision placing the Researcher under the scope of the Policy.
- 5.2 Students of UTS shall be required to sign an agreement to be bound by this Policy before commencing any research activity.
- 5.3 The person authorised to enter into an agreement on behalf of UTS shall ensure that Researchers not employed by UTS, including Visiting Researchers shall sign an

agreement to be bound by this Policy and an assignment agreement in respect of ownership of IP created by them in the course of their activities that arise from their association with UTS before commencing any research activity at UTS.

- 5.4 Special arrangements may be needed for research activities pursued by a Researcher employed by UTS, but working in another institution as academic visitor. In such cases the Researcher may be required by a third party to sign any document which might affect UTS's IP Rights. In order to avoid any subsequent disputes, the Researcher is not permitted to sign any such documents without the written approval of the Vice Chancellor of UTS. The approval shall not be denied if UTS's IP Rights are not being affected. If such a document affects UTS's IP Rights, UTS shall initiate negotiations to enter into an agreement with the third party, as described in Clause 6 hereof.
- 5.5 Rights and obligations under this Policy shall survive any termination of enrolment or employment at UTS.

6.0 EXTERNAL SPONSORSHIP AND RESEARCH COLLABORATION WITH THIRD PARTIES

- 6.1 It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a written agreement (hereinafter referred to as "Research Agreement").
- 6.2 Researchers shall not have the right to enter into a Research Agreement with third parties on behalf of UTS unless they are authorised to do so by the Vice Chancellor of UTS.
- 6.3 Persons acting for, and on behalf of, UTS shall exercise all due diligence when negotiating agreements and signing contracts that may affect UTS's IP Rights.
- 6.4 In certain cases it may be beneficial for UTS to enter into Research Agreements that are exceptions to the provisions of this Policy with external sponsors of research and other third parties.
- 6.5 The agreement set forth in Clause 6.1 shall include, *inter alia* provisions with respect to the following:
- 6.5.1 IP and associated rights already existing at UTS prior to entering into the agreement, hereinafter referred to as Background IP;
 - 6.5.2 IP and associated IP Rights arising from research activities set out in the agreement, after entering into it, hereinafter referred to as Foreground IP;
 - 6.5.3 Confidentiality requirements;
 - 6.5.4 Terms of public disclosure; and
 - 6.5.5 Other relevant provisions.
- 6.6 Any confidentiality provision of a Research Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for longer than Twelve (12) months from the time the concerned party is notified of the intent to publish.

- 6.7 Before signing, the full copy of the proposed agreements and other legal statements concerning UTS's IP Rights shall be submitted to the Vice Chancellor for advice and approval.

7.0 OWNERSHIP OF INTELLECTUAL PROPERTY

7.1 Employees of UTS

- 7.1.1 All rights in Intellectual Property devised, made or created by an employee of UTS in the course of his or her duties and activities of employment shall generally belong automatically to UTS.
- 7.1.2 If an employee of UTS creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of UTS Resources he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to UTS as consideration for the use of UTS Resources.
- 7.1.3 Intellectual Property as defined in Clause 7.1.1., created in the course of, or pursuant to a sponsored research or other type of agreement with a third party, shall initially belong to UTS and then ownership shall be determined according to the terms of such agreements (in accordance with Clause 6 hereof).
- 7.1.4 Clause 7.1 hereof shall apply to students and employees of UTS.

7.2 Employees pursuing research activities at other institutions

- 7.2.1 Rights related to Intellectual Property that is created during an academic visit by the employee of UTS to another institute shall be governed by an agreement between UTS and the other institute (in accordance with Clause 5.4 hereof). If UTS's IP Rights are not affected, the IP created during the visit shall belong to the other institute unless otherwise provided in an agreement.

7.3 Non-employees

- 7.3.1 Visiting Researchers are required to transfer to UTS any Intellectual Property they create in the course of their activities arising from their association with UTS. Such individuals will be treated as if they were UTS employees for the purposes of this Policy.

7.4 Students

- 7.4.1 Students who are not employed by UTS shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies. However, the following exceptions shall apply.
- 7.4.1.1 If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property shall initially belong to UTS and ownership will then be determined in

accordance with the terms of the agreement concluded with the third party.

7.4.1.2 Intellectual Property created by students in the course of, or pursuant to, a sponsored research or other agreement with a third party shall initially belong to UTS and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

7.4.1.3 If a student creates Intellectual Property with the significant use of UTS Resources in connection with his or her research activity, he or she will be deemed to have agreed to transfer the IP Rights to UTS as consideration for the use of UTS Resources.

7.4.1.4 UTS shall claim ownership of all Intellectual Property created in the course of postgraduate students' research activity.

7.4.2 Students shall be given the option to assign IP Rights to UTS and shall then be granted the same rights as any employee Inventor as set out in this Policy. In such cases students should follow the procedures set out in this Policy.

7.5 All rights in Copyrighted Works are owned by their creators regardless of the use of UTS Resources. Copyrighted Works specifically commissioned by UTS or developed in the performance of a sponsored research or other third party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.

7.5.1 If UTS cannot, or decides not to, exploit any Intellectual Property to which it lays claim, it shall forthwith notify the Inventor(s). The notification shall be made at least one (1) month prior to any act or any intentional omission liable to prevent the obtainment of protection. In such cases the Inventor(s) shall have the option to acquire related IP Rights; however, UTS may claim a share from the income of any subsequent exploitation of the Intellectual Property to the extent equaling the verified expenditures of UTS incurred in connection with the protection and commercialisation of such IP. UTS may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license. UTS may also claim for a twenty percentage (20%) of any net income generated by the Inventor(s) from the commercialisation of the Intellectual Property. UTS shall not unreasonably withhold or delay an assignment of the IP Rights to the Inventor(s); however it reserves the right to delay exploitation where it is in its interests to do so.

7.6 Requests in writing for any transfer of rights from UTS to the Inventor(s) or any other third party should be made in the first instance to the Vice Chancellor.

8.0 PROCEDURES

8.1 Administration

8.1.1 Centre for Research and Development (CRD) and UTS Consultancy Services Sdn. Bhd. (UCSSB) are responsible in the management of innovation and commercialisation activities in UTS respectively. CRD and UCSSB have the functions which include and not limited to the following:

- 8.1.1.1 To take appropriate measures to identify, assess and protect the Intellectual Property;
 - 8.1.1.2 To assess the business plan if available or if there is any need to ensure that the business plan suits the Intellectual Property;
 - 8.1.1.3 To identify potential assignees/licensees;
 - 8.1.1.4 To propose any assignments/licensing rights to a third party(s);
 - 8.1.1.5 To determine an appropriate route to exploit the Intellectual Property; and
 - 8.1.1.6 Any other related herein.
- 8.1.2 Commercialisation Technical Committee (CTC) serves to evaluate UTS research products/services/technologies before the product goes through the process of innovation and commercialisation. The committee consists of the Vice Chancellor, Director of UCSSB, CRD as the Secretariat, a representative from CEPD, a representative from Finance Department, Legal Advisors, and Internal Technical Expert Advisor(s). An External Technical Expert Advisor will be invited when necessary to assist the screening evaluation and grading.

8.2 Commercialisation Process

- 8.2.1 Commercialisation may follow one of the following commercialisation modes. The Intellectual Property may be:
- 8.2.1.1 Exploited by UTS to the market place, by way of licensing or assignment to its wholly owned company;
 - 8.2.1.2 Licensed by UTS to a commercial partner, where the commercial partner exploits the Intellectual Property to the marketplace;
 - 8.2.1.3 Assigned by UTS, where UTS sells the Intellectual Property to a person or a company that will take it to the marketplace;
 - 8.2.1.4 Out right sales by UTS; where UTS sells the Intellectual Property to a person or a company that will take it to the marketplace;
 - 8.2.1.5 Exploited through the formation of a spin-off company where UTS may or may not own equity in the company together with any third party;
 - 8.2.1.6 Exploited through the establishment of a Joint Venture Company by UTS together with a third party where UTS and the third party are shareholders of the company.
- 8.2.2 The Commercialisation Technical Committee (CTC) will decide which commercialisation pathway or pathways will be explored, bearing all these factors in mind and working where possible in close consultation with the Inventors.

The decision to exploit and commercialise technology will be made by the Commercialisation Technical Committee (CTC) having considered:

- 8.2.2.1 The commercial risks to UTS;
 - 8.2.2.2 Any impact upon UTS's reputation and standing;
 - 8.2.2.3 The extent to which the activity will or may depart from UTS's core business;
 - 8.2.2.4 Any legal liabilities and exposures to which UTS may be subjected;
 - 8.2.2.5 UTS's insurance cover; and
 - 8.2.2.6 All other matters relevant to UTS.
- 8.2.3 If the Commercialisation Technical Committee (CTC) makes a recommendation that the Intellectual Property is feasible for commercialisation, a full proposal within the policy stipulated herein must be tabled to the Senate for endorsement and finally to the Board of Directors (BOD) for approval.
- 8.2.4 In the case of licensing, UCSSB will act as Licensor on behalf of UTS and licensing of UTS's IP will be effective through a Licensing Agreement.
- 8.2.5 The assignment or outright sales of IPs from UTS to other parties will be effective through an assignment or outright sale of IP Agreement.
- 8.2.6 In the case of a spin-off company, exploiting UTS's IP, UTS may or may not own equities in the said company. However, any exploitation of UTS's IP by the spin-off company will only be effective through a Licensing Agreement.

8.3 Distribution of Income Derived from Commercialisation

- 8.3.1 Income derived from commercialisation by UCSSB will be categorised as follows:
- 8.3.1.1 Net Commercialisation Revenue (including all royalties, fees and other benefit from Spin-off companies, JV companies and licensing to established companies).
 - 8.3.1.2 Distribution of Profits from a Spin-off and Joint Venture Company.
 - 8.3.1.3 Profit from business operation of a spin-off or joint venture company may be distributed to shareholders in the form of dividends according to the resolutions of the Board of Directors of the company.
 - 8.3.1.4 Assignment or Outright sales.
- 8.3.2 Distribution of Net Commercialisation Revenue
- 8.3.2.1 Upon deduction of these reasonable expenses, UTS Net Commercialisation Revenues (royalty) defined in Clause 8.3.1.1 (Net Commercialisation Revenues) shall distribute the Net Commercialisation Revenue on the closing of the financial year in which the income is derived and may be distributed between Inventor(s), UTS through UCSSB and research alliance using the following formula as shown in Table 1:

Table 1: Percentage of Revenue from the IP Exploitation between Inventor(s) and UTS

No.	Nett Proceeds	Inventors	UTS
1	First RM 100,000.00	90%	10%
2	From RM 100,001.00 to RM 1,000,000.00	80%	20%
3	From RM 1,000,001.00 to RM 2,500,000.00	60%	40%
4	From RM 2,500,001.00 and above	50%	50%

8.3.2.2 UTS ownership and the nett revenue sharing arrangements with the Inventor(s) as stated in Table 1 above is in accordance to Ministry of Science, Technology And Innovation Malaysia (MOSTI) Intellectual Property Commercialisation Manual on Distribution Guideline.

8.4 Formation of a Spin-off Company

- 8.4.1 The formation of a Spin-off company is to allow third parties investing into UTS IPs to promote the most effective commercialisation of the IP.
- 8.4.2 The Commercialisation Technical Committee (CTC) is responsible for the investigation, market survey, product validation, IP valuation and early stage development of the commercial prototype or the opportunity represented by the IP.
- 8.4.3 The Commercialisation Technical Committee (CTC) will seek the Senate's endorsement and BOD's approval to form a Spin-Off company once there is a likely prospect of its attracting investment with potential income generation of more than RM1,000,000.00 (Ringgit Malaysia One Million only). Any expected initial amount lesser than RM 1,000,000.00 (Ringgit Malaysia One Million only), the formation will be approved at the URC and Senate level. In this case, the BOD will be informed of the company formation.

8.5 Equity in a Spin-Off Company

- 8.5.1 UTS may or may not opt to own equity in the newly formed spin-off company. In the event UTS opts to share the returns of the company through equity holding, the following will be considered in the equity structure:
- 8.5.1.1 The value of IP;
 - 8.5.1.2 The length of service of inventor(s) at UTS;
 - 8.5.1.3 Degree of business potential derived from the IP and his/her knowledge and innovations; and
 - 8.5.1.4 The degree of UTS involvement in the spin-off.
- 8.5.2 UTS may appoint a representative as one of the members of Board of Directors to be in the newly formed spin-off company.
- 8.5.3 Where the IP is created by more than one inventor, the proportion of income distribution among the inventors shall be agreed between the inventors and such agreement will have to be endorsed by the Commercialisation Technical Committee (CTC).

- 8.5.4 Equity in a spin-off company will be considered on a case-by-case basis. Inventors will need to consider the taxation impact, if any, upon them of holding equity. The detailed terms and conditions of share equity are to be stipulated in the shareholders' agreement.
- 8.5.5 The management of the spin-off company may be offered share options in a spin-off company, to be considered on a case-by-case basis.
- 8.5.6 Exit Strategy

Table 2 illustrates possible exit routes for UTS Spin-off Company.

Table 2: Exit Strategy for UTS Spin-off Company

Exit Route	Outcome and Expected Return
Trade Sale	Sale of the assets and business of the company. All assets converted to cash when the company winds-up and capital gain or profit returned to shareholders. In the case of sale off all shares in the company to a single buyer, shareholders will receive proceeds of sales of the shares.
Merger	Merging with another company. Shares in the company are exchanged for shares in the other company.
Redemption of Shares	Shares are redeemed by the company. Shares returned and cancelled and the company pays agreed purchase price.
Initial Public Offering (IPO)	IPO results in raising capital from the public therefore listing with a stock exchange. Stock exchange listing provides a liquid and accessible market for a Venture Capital/Investor to sell its shares for profit.
Winding-Up	In the event of the company needs to be wound up, it shall be subjected to winding-up rules and procedures.

8.6 Involvement of Staff/Students in a Spin-Off Company

- 8.6.1 To ensure success of the spin-off company, any employee who participates as a partner in a spin-off activity according to specific clauses in the constitutional document have to respect the following:
- 8.6.1.1 Will not give-up the participation, for a minimum of three years;
 - 8.6.1.2 Will not carry out any activity in competition with the consultation and research that UTS offers to public and private organizations; and
 - 8.6.1.3 Will safeguard the reputation, good name and the interests of UTS and offer adequate information to UTS on the activity and the management of the spin-off company.
- 8.6.2 Any academic staff who proposes the creation of a spin-off or is a partner shall be authorised and attained consent by the Vice Chancellor, to carry out activity for the spin-off while continuing his/her teaching activities and maintaining their University positions.
- 8.6.3 Students can carry out remunerated or non-remunerated activity for the spin-off company if they meet the condition that it is not in opposition with the regular and diligent fulfilment of the research tasks, with the consent of the Dean of School of Postgraduate Studies

(SPS), Director of Student Development and Service Centre (SDSC) and the University's Senate.

- 8.6.4 Any non-academic staff who is a partner of a spin-off company can carry out remunerated or non-remunerated activity for the spin-off company with the authorisation of the Senior Manager of the Human Capital Development's office, so as their main responsibilities are not affected.
- 8.6.5 Technical administrative staff who is a partner of a spin-off company can be a member of the Administrative Board of the company only if UTS has appointed him/her.

8.7 Directorship in a Spin-off or Joint Venture Company

- 8.7.1 Government servants who become Directors are subjected to the Government Policy in the Government Circular: ***Pekeliling Bil. 2 Tahun 1993: Bayaran (Fees), Elaun-elaun dan pampasan yang boleh disimpan oleh pegawai-pegawai kerajaan yang dilantik menjadi Pengerusi/Ahli-ahli Lembaga Pengarah Badan-badan Berkanun/Kuasa-kuasa Tempatan / Badan-badan Perniagaan yang kerajaan mempunyai kepentingan.***

8.8 Terms of Engagement in a University Spin-Off Company

8.8.1 Full Time Secondment

Time commitment: Full time up to two (2) years with option to extend up to maximum of one (1) year. During this period the inventor shall be committed full time to the success of the spin-off company and will not be engaged in teaching nor have any administrative duties from UTS. Inventor, however, is obliged to make himself available at UTS's calling at any reasonable and adequate time of notice.

8.8.2 Monitoring:

Spin-off Company's performance shall be monitored by UCSSB and its progress shall be subjected for review every three (3) months.

8.8.3 Form of Remuneration or Payment (Allowance):

For the first two (2) years, UTS employee will continue to receive full salary and allowance from UTS. Beyond the first two (2) years, UTS employee will only receive basic salary from UTS.

8.8.4 Beyond the two (2) years period, the inventor shall rejoin UTS.

8.9 Duration of Benefits to Inventors

- 8.9.1 Inventors will receive the benefit of the inventors' share for as long as Commercialisation Revenue is received and upon decease, such benefits will be paid to the inventors' beneficiaries.

8.10 Conflict of Interest and Commitment in Commercialisation

- 8.10.1 UTS is committed to basic values of transparency, integrity and independence as it pursues its mission to create, preserve and disseminate knowledge through teaching, research, technology transfer and public service. Accordingly, UTS allows and encourages school and staff to engage in outside activities and relationships that enhance

the mission of UTS. All school and staff members are to act with honesty, integrity and in the best interest of UTS when performing their duties and to abide by the highest standards of research, educational, professional and fiscal conduct.

8.10.2 Given that UTS allows and encourages outside activities and relationships that enhance the mission of UTS, potential conflict of interest and commitment are inevitable. Outside activities which include sponsored or collaborative research and IP commercialisation, should not, however, interfere with an individual's obligations to UTS. Inventors and employees must not use their official UTS positions or influence to further gain or advancement for themselves, parents, siblings, spouse or partner, children, dependent relatives or other personal associates.

8.10.3 There are various conflicts of interest that can emerge in relation to inventors receiving Commercialisation Revenue. These include potential conflict associated with:

8.10.3.1.1 The conduct and reporting of research;

8.10.3.1.2 The inventor's involvement in decision making on grants, sponsorship, recruitment, practices and resource allocation; and

8.10.3.1.3 The inventor's involvement in expert, advisory or regulatory capacities, both within and outside their course of employment at UTS or engagement in commercialisation activities through UCSSB.

8.10.4 Any possible situation of conflict of interest has to be communicated to the related administrative office. The spin-off company will have to demonstrate the actions specifically adopted to avoid conflict of interest with a specific report sent to the Vice Chancellor.

9.0 BREACH OF THE RULES OF THIS POLICY

9.1 Breach of the provisions of this Policy shall be dealt with under the normal procedures of UTS in accordance with the relevant provisions of law.