

IIUM POLICY ON RESEARCH AND INNOVATION



INTERNATIONAL ISLAMIC
UNIVERSITY MALAYSIA
October 2020

In the exercise of the powers conferred by the Constitution of the International Islamic University Malaysia (hereinafter referred to as "IIUM"), the Senate hereby makes the following policy –

PART 1 PRELIMINARY

Preamble

1. To create an environment in which Research, Development, Commercialisation, and Innovation flourish, IIUM adheres to the principles that knowledge and ideas should be made available for the benefit of the entire community while maintaining the moral and commercial rights of the originators, fund providers and collaborators. This policy aims to facilitate, where appropriate, the management, protection, exploitation and expansion of Research, Development, Commercialisation, and Innovation activities in the IIUM.

Citation

2. This policy shall be known as the Research and Innovation Policy of the International Islamic University Malaysia. This policy shall:

- (a) provide a framework for the Development of a research culture within the University, to improve research performance and to achieve high quality technology outputs;
- (b) promote Research and Innovation activities to improve quality of work and sustainability;
- (c) enhance collaborations and networking with national and international partners;
- (d) contribute towards creation of wealth and wellbeing of the University and *Ummah* as a whole through commercialisation of Research and Innovation products;
- (e) be supportive to the University's aspiration to be a world class research and innovation hub.

Application

3. This policy shall be applicable to all IIUM permanent and contract Academic Staff, Non-Academic Staff, Students, Post-Doctoral Fellows, chair holders, Visiting Researchers and collaborators that have engagements with the IIUM.

Date of implementation

4. This policy shall be implemented as of 1st January 2020.

Definition

5. For the purpose of this policy, the following words and expressions, unless the context otherwise requires, shall have the following meanings respectively ascribed to them:

“Academic Staff” includes personnel whose primary assignment is instruction or research. This includes staff personnel who hold an academic rank with titles such as professor, associate professor, assistant professor, instructor, lecturer, or the equivalent of any of these academic ranks;

“Centre of Studies” as defined in the IIUM Constitution;

“Commercialisation” refers to the conversion of ideas into products, services, processes, or organised systems that can be marketed through licensing, sales, spinoff, or joint venture companies;

“Consultation” refers to an activity involving a person or a group of people who provide expert services or skills with or without payment;

“Consultant” refers to any Staff engaged in consultation work;

“Contract Research” refers to any research services utilising the IIUM Resources and/or expertise for the third party in return of financial fee;

“Designated Academic Staff” means an Academic Staff who is responsible to oversee any project (Research or Development) and act on behalf of IIUM to ensure that the project adheres to this policy;

“Development” means a process to create or design new technologies, products, services or systems based on the new knowledge obtained through research activities;

“Freedom to Operate” means the freedom to test, market or sell a product or service in a specific area;

“IIUM” means the International Islamic University of Malaysia;

“IIUM Administered Fund” means fund(s) obtained from the IIUM or fund(s) obtained from a sponsor, government or government related entity and/or industry through the IIUM or respective KCDIO;

“IIUM Resources” means any support administered by or through the IIUM, and including the IIUM funds, facilities, equipment or personnel; and those provided by the government, commercial industries; or other public or private organisations which are administered or controlled by the IIUM;

“Innovation” refers to the creation and implementation of either forms of processes, products, services or new ways of delivery that can provide a significant improvement on results, efficiency, effectiveness or quality;

“Intellectual Property” is broadly defined to include inventions, copyright works, trademarks, tangible and intangible research property. Intellectual Property includes, but is not limited to, that which is protected by statute or legislation, such as patents, copyrights, trademarks, trade secrets, and plant variety protection certificates. It also includes, but is not limited to, the physical embodiments of intellectual effort, for example, research proposals, models (including business models), machines, devices, designs, apparatus, instrumentation, circuits, computer programmes, visualisations, biological materials, chemicals, other compositions of matter, and plants. The list of Intellectual Property may include:

- a) Patents as defined under the Patents Act 1983;
- b) Copyrights as defined under the Copyright Act 1987;
- c) Trademarks and Service Marks as defined under the Trade Mark Act 1976;
- d) Industrial Designs and Integrated Circuit as defined under the Layout-Designs of Integrated Circuits Act 2000;
- e) Geographical Indication as defined under Geographical Indications Act 2000;
- f) Plant Varieties as defined under the Plant Varieties Act 2004;
- g) Trade secrets and confidential information;
- h) Other rights resulting from intellectual activity in the industrial, commercial, scientific, literary and artistic field;

“KCDIO” means Kulliyah, Centre, Department, Institute or Office of IIUM;

“Non-Academic Staff” means other than Academic Staff that has an engagement with the IIUM. It may include administrative Staff and Post-Doctoral Fellows;

“Originator” means a person and/or a team of persons who actually contribute(s) intellectually to an Intellectual Property and shall include the author, creator, designer, or inventor of an Intellectual Property;

“Principal Investigator” means the lead researcher in a research project who is responsible to manage an approved research project;

“Post-Doctoral Fellow” means a person under contract for service with IIUM to

perform such research functions as may be prescribed by the IIUM Constitution;

“Project Leader” means a person in charge of a project which may also mean the Principal Investigator in a research project;

“Research” can be broadly defined as a systematic and disciplined activity undertaken to create and advance knowledge. It involves various forms across disciplines including scientific and social research findings, the creation or refinement of concepts and theories, techniques or compositions, or the extension of current understanding through critical analysis. The common features of research include a systematic and disciplined methodology, a commitment to publish the results of the findings and to be critically appraised in the peer review process;

“Research Outcome” means the outcomes of research or research activities. It can be in the form of product, service, methodology, model, theory, findings;

“Research Output” means social, economic and academic outputs. It can be in the forms of journal article, conference proceeding, presentation, poster, chapter, report, thesis/dissertation, book, performance (media art), media (film/television/video), artefact, software, dataset, figure, file set, composition (musical), internet publication, design, product and module;

“Research Plan” means the master research plan that is developed by each Centre of Studies to chart its research activities;

“Researcher” refers to Staff, Students or Visiting Researchers who conduct a Research;

“Resource” means IIUM administered fund, facilities, specimen materials, equipment, laboratory spaces and its ancillaries, equipment and shall include the Academic and Non-Academic Staff as well as Students;

“Senate” as defined in the IIUM Constitution;

“Staff” as defined in the IIUM Constitution;

“Student” as defined in the IIUM Constitution;

“University” refers to the International Islamic University Malaysia;

“University Authority” as defined in the IIUM Constitution;

“Visiting Researcher” means any person, other than Staff or Students invited by the University for such academic, Research, or Development purposes and durations as

may be agreed upon by the IIUM.

Acronym

6.	IIUM	-	International Islamic University Malaysia
	INC	-	Innovation and Commercialisation Unit
	IP	-	Intellectual Property
	MyIPO	-	Intellectual Property Corporation of Malaysia
	RMC	-	Research Management Centre
	REC	-	Research Evaluation Committee
	URC	-	IIUM University Research Committee
	ACUC	-	IIUM Animal Care and Use Committee
	IBBC	-	IIUM Biosafety and Biosecurity Committee
	IREC	-	IIUM Research Ethics Committee

Responsibilities

7. The summary of responsibilities as per this policy:

Individual Researcher

Researchers are responsible for conducting research in accordance with the approved protocol and ethical principles outlined by the University. Project Leaders are responsible for any actions governed by this policy. Recipients of any funding shall abide by the terms and regulations of the funding providers.

Centres of Studies

Each Centre of Studies is responsible for coordinating Research and Development activities within the centre and ensuring that the Research and Development are conducted in accordance with the approved protocol and ethical principles outlined by the IIUM. The Centre shall implement mechanisms to monitor the financial and milestone reports of each project to ensure compliance with the requirements of the funding bodies.

Head of Research for Centre of Studies

The Head of Research for each Centre of Studies is responsible to prepare and manage the Centre of Studies Research Plan after the Research Plan has been approved by the Dean of the Centre of Studies. He shall also be responsible to oversee all Research and Development activities under the respective Centres of Studies and act as a member of the URC.

Dean of Centre of Studies

Each Dean of Centre of Studies is responsible to approve their respective Centre of Studies Research Plans.

Research Management Centre (RMC)

The RMC reports to the Deputy Rector (Responsible Research and Innovation) through the URC which is chaired by the Deputy Rector (Responsible Research and Innovation). The main function of this centre is to implement the policies adopted by the URC and approved by the Senate. This centre also functions as a one-stop centre for research related matters (including but not limited to disseminating information regarding research grants, receiving and processing research grant applications, liaising with external funding agencies, handling the overall management of research and record keeping).

University Research Council (URC)

The University Research Council (URC) is responsible to endorse any new updates and changes to the IIUM Research procedures and guidelines in accordance with this policy.

Deputy Rector in charge of Responsible Research and Innovation

The Deputy Rector in charge of Responsible Research and Innovation shall assist the Rector in the general administration of the University on matters related to Research and Innovation, and shall exercise such powers and perform such duties as may be delegated by the Rector from time to time.

Rector

The Rector shall be the Chief Executive Officer and shall be responsible for the overall administrative, academic and management functions and the day-to-day affairs of the University. The Rector shall, subject to the provisions of the IIUM Constitution, exercise general supervision over arrangements relating to instruction, research, finance, administration, welfare and discipline in the University, and may perform functions and exercise all powers conferred by the IIUM Constitution and any rules and regulations.

Related Policy

8. Last updated on 31/1/2018

NO	TITLE	APPROVING AUTHORITY	EFFECTIVE DATE	LAST REVISION
1	Statute of the Research Centre	112 th Senate Meeting	24/09/1991	
2	IIUM Policies and Guidelines for Intellectual Property Rights and Commercialisation	Research Board Meeting No.2/2008	09/05/2008	
3	Policies and Guidelines for Research Matching Grant Scheme (RMGS)	Research Board Meeting No. 2/2008	09/05/2008	30/10/2012
4	Code of Ethics for Research, Consultancy and Publication	Majlis Meeting	2008	
5	Policies and Guidelines for National and International Exhibitions	Research Board Meeting No. 3/2009	07/08/2009	
6	General Guidelines on Research Funding	Research Board Meeting No. 3/2010	27/09/2010	
7	Scheme of Post-Doctoral Researcher	Staff Service Board Meeting No. 3/2010 and Majlis Meeting No. 88	01/04/2011	
10	IIUM Research Endowment Fund Policy and Guidelines	University Research Committee Meeting No. 3/2013	13/06/2013	
11	IIUM Policy on Consultancy Services	University Research Committee Meeting No.3/2014	27/11/2014	28/01/2015
12	Establishment Criteria of Research Clusters	University Research Committee Meeting No.2/2015	02/12/2015	
13	Annual KPI of Research Clusters	University Research Committee Meeting No.2/2015	02/12/2015	
14	Financial Process of Contract Research	Standing Finance Committee Meeting No.1/2016	08/03/2016	
15	Staff Disciplinary Rules 2015			
16	IIUM Policy on Biosafety	49 th Board of Governors Meeting	30/1/2018	

PART II GENERAL

RESEARCH INNOVATION GENERAL POLICY

9. (1) All data must be kept in accordance with the IIUM policy on records management.
10. (2) Dispute Resolution
 - a) If any dispute arises in the interpretation of the provisions of this document, the same shall be referred to the Rector of IIUM for his decision which shall be final and conclusive.
 - b) If any dispute arises in relation to the implementation of the provisions of this document, the same shall be referred to a panel of mediators whom the university authorities deem fit.
- (3) Amendment of Policy
 - a) This document may be amended by the IIUM from time to time.
 - b) IIUM shall undertake to notify the Staff as soon as is practicable of the amendments so made.
 - c) The amendments shall come into force from the date the amendments have been announced by the IIUM to take effect, notwithstanding that the Staff have not been actually notified.
 - d) The Senate has the authority to approve any amendments to the policy statement in this document while the URC has the authority to approve any amendments to any procedures produced by the policy.
 - e) This policy shall be reviewed every five (5) years.
- (4) Waiver of Rules Contained in the Policy.
 - a) Any waiver to the policy shall be approved by the URC.
 - b) A waiver on one occasion and for a particular case shall not constitute a precedent for future cases.

PART III RESEARCH MANAGEMENT

RESEARCH PLANNING

11. (1) Each Centre of Studies shall formulate a Research Plan which shall be approved by the respective Deans. The Research Plan shall be developed following the strategic research requirements that meet the IIUM vision and mission and registered with the RMC.
- (2) All research projects conducted by the researcher under the Centre of Studies shall be in line with the approved Research Plan.
- (3) IIUM requires a Researcher to engage in Research and produce Research Outcome and Research Outputs in accordance with the respective Centre of Studies Research Plans.
- (4) The Research Plan shall be reviewed annually and it shall take consideration the availability of funding or the type of funding secured.

RESEARCH COLLABORATION

12. (1) Each research collaboration shall be based on the research activities outlined in accordance with the respective Research Plans.
- (2) Each Centre of Studies shall plan, establish, execute, maintain, close, and terminate when deemed necessary any strategic collaboration to meet the Research Plan.
- (3) IIUM shall protect the Intellectual Property, integrity, and Commercialisation exploitation rights of researchers and IIUM in each of the collaborations.
- (4) In any research collaboration, the rights of the output resulted from the collaboration shall be established before the start of the collaboration:
 - a) The moral right, the ownership rights and the Commercialisation exploitation right of the Intellectual Property resulted from the collaboration;
 - b) The ownership and usage of the assets from the collaboration;
 - c) The rights of further Research and/or Development based on the output from the research collaboration;

- d) The moral and ownership rights for publishing any articles in any publication from the research collaboration.

(5) Each researcher with collaborator(s) is responsible to prepare the detail deliverables of a collaboration between IIUM and collaborator(s). All legal agreements between IIUM and collaborators shall follow a proper procedure of Memorandum of Agreement and Memorandum of Understanding.

(6) Each researcher with collaborator(s) is responsible to maintain strong communication and relationship with collaborator. The researcher is responsible to ensure proper execution of IIUM deliverables and to monitor the deliverables of the collaborator(s) in any of the research collaboration.

RESEARCH FINANCING AND FUNDING

13. (1) Each Centre of Studies shall secure financing or funding, either internally or externally, or self-funding for their Research, Development, Commercialisation and Innovation (RDCI) activities.

(2) All financing or funding secured for IIUM shall comply with the funding provider and IIUM's rules and regulations.

(3) The securing of financing or funding shall be coordinated by the researcher through the RMC or any other relevant offices. The third-party research financing or funding agreements and management shall be managed by the RMC or the relevant offices.

(4) Any establishment of internal funding shall be approved by the University Authority.

(5) The researcher(s) who secured any external funding shall be responsible to fulfil any obligation stated in the letter of undertaking and/or the funding agreement.

(6) IIUM reserves its right to take disciplinary or legal action against researcher(s) and to recover any amount spent from the funding if the researcher(s) fail to deliver his obligations under the letter of undertaking and/or the funding agreement due to his gross negligence or in the event of misappropriation of funds.

CONTRACT RESEARCH

13. (1) The researcher is responsible to ensure that the cost of funding for a Contract Research is able to fund the cost of the Contract Research. The cost

of a Contract Research shall include the cost in the use of any IIUM Resources and/or expertise, and other applicable costs.

(2) The researcher of a Contract Research is responsible to ensure that he is able to deliver the contracted research service:

- a) The deliverables of a contracted research service shall be properly planned with proper milestone and measurable deliverables; and
- b) The preference of a contract service is on advance lump sum payment. If the payment is a progressive payment, the payment should be in the form of advance payment at the beginning of a milestone.

(3) The researcher shall minimise any possibility of liability from the Contract Research service.

- a) In the case of the financial liability, the liability shall not exceed the total financial cost of the Contract Research charged to the third party.
- b) IIUM shall not be liable for any infringement of any Intellectual Property as the result of the contract service.

(4) The researcher(s) shall monitor any Contract Research service diligently. The Researcher(s) who secured any Contract Research shall be responsible to fulfil any obligation stated in the letter of undertaking and/or the funding agreement.

(5) The payment may only be released to the researcher after the fund is made available by the funder and upon completion of a milestone under the Contract Research.

(6) IIUM through the RMC or any other relevant offices may impose management fees to the Contract Research.

RESEARCH COMMENCEMENT

14. (1) All research projects shall subscribe to the respective Research Plan.

(2) In any project, there must be a Designated Academic Staff member who will be in charge of a project on behalf of the University. In a Research project, the Designated Academic Staff member could be the Principal Investigator or

the Project Leader.

(3) In the event that the Principal Investigator dies, resigns or leaves the University, the Research Management Centre shall have the prerogative to nominate the substitute.

(4) The University's permanent Academic or Non-Academic Staff shall be capable of leading the project in the absence of the original Principal Investigator.

(5) It is the responsibility of the researcher to: -

- a) ensure that proper literature review has been conducted prior to research commencement to assure the novelty of the research;
- b) subscribe to any ethical requirement prior to the conduct of the research;
- c) use proper research methodology to ensure the foundation of inventive step of the research;
- d) ensure that the planned research does not infringe any existing external Intellectual Property and/or the new research has the elements to avoid any possible infringement.

(6) All research projects either funded or non-funded shall be registered and monitored by the University centrally.

RESEARCH PROJECT MONITORING

15. (1) All research projects shall be closely monitored to ensure that they meet the objectives of the projects. The monitoring report of the projects shall be submitted to the respective offices. Any reporting requirements by third party funders shall be coordinated at the University central level.

- a) Research project Principal Investigator shall be responsible to ensure that the projects are properly maintained, monitored and reported to meet the requirements of the projects.
- b) All project members shall be responsible to abide by the rules, regulations and ethical requirements.

(2) Any research activities involving financial implications shall comply with the IIUM Financial Policies and the third-party funding requirements if the

research is funded by a third party.

(3) It is the duty of project members to disclose any Intellectual Property (inventions, technical data, copyright works, designs etc.), which have been developed in the course of the research project in sufficient details and as soon as practicable after the relevant facts have come to their knowledge.

(4) If the Principal Investigator dies, resigns or leaves the service of IIUM during the period of a third party funded project, the ownership of the project shall initially belong to IIUM and the ownership will then be determined in accordance with the terms of agreement concluded with the third party.

(5) IIUM has the right to take an appropriate disciplinary action and legal action, including retrieving the amount of grant spent, against any member who does not abide by the requirements above.

RESEARCH PROJECT COMPLETION

16. (1) All research projects shall follow the IIUM RMC guidelines for its closure.

(2) The Principal Investigator of a research project shall determine the level of technological readiness of the Research Outcome after the research completion to chart the future Research or Development to the Research Outcome.

(3) The Principal Investigator shall ensure that the Research Outcome does not infringe on any existing inventions or has the Freedom-to-Operate before planning to proceed to the next stage of further Research or Development to the Research Outcome.

RESEARCH ETHICS

17. (1) University ethical review is required for:

- a. research involving human participants, human tissue, material, remains or personal data;
- b. Any other types of research that might not involve humans but still raises other ethical issues or concerns. (For example, the research or results of the research may pose a risk of damage to the environment or cause political or social tensions or sensitivities or may impact on cultural heritage); and

- c. Research involving animal/non-human organism as stipulated in the Animal Welfare Act 2015.
 - d. Research involving living modified and biohazardous microorganisms as stipulated in the Biosafety Act 2007, Biosafety Regulations 2010 and; Malaysia Laboratory Biosafety And Biosecurity Policy And Guideline 2015.
- (2) Researchers are required to balance the right to unrestricted academic enquiry with the ethical principles.
- (3) Prior approval from IREC, ACUC and IBBC are required for conducting research.
- (4) IREC, ACUC and IBBC are responsible to provide the procedures and guidelines for ethical code and conduct in accordance with the international and national guidelines.

RESEARCH MISCONDUCT

18. (1) An inquiry consisting of preliminary fact-finding shall be set up by the Office of Deputy Rector (In charge of research) to determine whether an allegation or an apparent instance of misconduct is serious and substantial. The outcome of an inquiry is a determination as to whether or not an investigation is to be conducted.
- (2) An investigation is a formal examination and evaluation of relevant facts to determine whether or not misconduct has taken place.
- (3) Research misconduct includes but not limited to the following: -
- a) Data fabrication: proclamation of non-existence study results.
 - b) Data falsification, which includes altering the existing records.
 - c) Plagiarism, which includes direct copying of textual materials, and using other individual's data as well as idea without his/her authorisation.
 - d) Misleading ascription of authorship including the listing of authors without their permission, attributing work to others who have not in fact contributed to the research, and the lack of appropriate acknowledgment of work produced by others involved in the

research, such as a research student/trainee or associate.

e) Misappropriation of research funds.

(4) Any misconduct in research shall be dealt with by the University according to the set rules and regulations.

PART IV INTELLECTUAL PROPERTY

INTELLECTUAL PROPERTY DISCLOSURE

19. (1) In any IIUM projects, there shall be a Designated Academic Staff member who will be in charge of a project on behalf of the IIUM and has the responsibility to monitor and report any Intellectual Property arisen from the project.

(2) It is the duty of the Designated Academic Staff to act as the representative Originator to disclose any Intellectual Property, which have been developed in the course of a project, in sufficient details and as soon as practicable after the relevant facts have come to their knowledge.

(3) The Originator shall provide all information and render all assistance to IIUM in all phases of registration and maintenance of Intellectual Property and/or commercial exploitation of the Intellectual Property as may from time to time require.

(4) The Originator owes a duty to the IIUM not to contravene any Intellectual Property rights owned by others. In such cases, the Originator agrees to indemnify the IIUM for any disputes involving Intellectual Property rights.

(5) The Intellectual Property protection by IIUM would entitle the Originator of an Intellectual Property:

a) moral rights of the authors of the work; and

b) percentage of ownership of the Intellectual Property to be determined by the Originator and IIUM.

(6) The Originator shall agree on the percentage of ownership among the members in the disclosed Intellectual Property.

INTELLECTUAL PROPERTY REGISTRATION

20. (1) IIUM will consider the registration of an Intellectual Property for any Research and Development outcome to any Intellectual Property registration body if it meets the criteria below:
- a) The Intellectual Property disclosure meets the requirement set forth by the Intellectual Property registration body; and
 - b) The registration of the Intellectual Property meets IIUM's strategic needs; and
 - c) There is availability of funding towards the registration of the Intellectual Property; or
 - d) The registration of the Intellectual Property is a requirement by the grant provider and/or personnel originator for the cost of the registration.
- (2) The Originator shall support IIUM in all the process or registration and maintenance of an Intellectual Property. IIUM has the right to impose any surcharge to the Researcher(s) to recover any amount spent for the registration and maintenance of an Intellectual Property, if the Researcher(s) fail to support the process.

INTELLECTUAL PROPERTY MAINTENANCE

21. IIUM will consider the maintenance and registration of an Intellectual Property disclosure to any Intellectual Property registration body if it meets the criteria below:
- a) The maintenance of an Intellectual Property meets IIUM's strategic needs and there is availability of funding towards the maintenance of the Intellectual Property; or
 - b) The Intellectual Property is part of a commercial engagement that IIUM needs to maintain the Intellectual Property to meet the requirement of the commercial engagement; or
 - c) The maintenance of the Intellectual Property is a requirement by the grant provider and/or the cost of the

maintenance is provided by the grant provider.

INTELLECTUAL PROPERTY – PATENT AND UTILITY INNOVATION

22. Originator shall observe the requirement of publication of an invention against patent disclosure by specific patent registration authority. For registering a patent, there should not be any publication unless the publication and the publication time-frame meets the patentability requirement of the patent registration authority.

INTELLECTUAL PROPERTY – COPYRIGHT

23. (1) Each KCDIO is responsible for ensuring that all IIUM copyrighted materials are subscribed to copyright protection.
- (2) Each KCDIO shall maintain the copyright protection for the copyright materials under their care.
- (3) IIUM may consider filing a copyright to MyIPO voluntary registration program for Research and Development outcome provided that it meets the criteria requirement in IIUM Intellectual Property Registration Policy and any Intellectual Property strategy resulted from the policy.
- (4) IIUM library is responsible for managing all copyrights of IIUM activities.

INTELLECTUAL PROPERTY OWNERSHIP

24. (1) IIUM claims full ownership and worldwide rights, title, and interest to or in all Intellectual Property in all works, inventions, designs, system including software and course code and other subject matter but not limited to:
- a) the Intellectual Property is developed by the Originator of his/her association with IIUM;
 - b) the Intellectual Property is made possible by the use of IIUM Resources; or
 - c) the Intellectual Property is resulted from the Research Output from the IIUM Research Plan

notwithstanding the above, the list of intellectual property however is not

exhaustive.

(2) Books, articles and other scholarly publications, or popular novels, poems, musical compositions, or other works of artistic imagination which are created by the personal effort of Originator outside their assigned area of project and which do not make significant use of IIUM Resources, the ownership will belong solely to the Originator.

(3) The copyright policy of students' theses ownership shall follow the Postgraduate Thesis Policy.

(4) The ownership of Intellectual Property rights on projects that involved third party sponsorship and collaboration shall be determined by the criteria below and IIUM reserves the right to determine the terms and conditions which will be negotiated with the third party:

- a) If a Student or Visiting Researcher is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on the Intellectual Property arising from the studentship, the Student or Visiting Researcher must agree that the Intellectual Property shall initially belong to IIUM and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.
- b) Intellectual Property created by Student or Visiting Researcher in the course of, or pursuant to, a sponsored research or other agreement with a third party shall initially belong to IIUM and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.
- c) Research funded by the government or any governmental ministries is subject to the government policies and directives. If the fund is provided without any express proprietary claims, IIUM shall assert ownership rights over the Research Outcome.
- d) Where there are joint research projects with other universities, the other participating universities shall have joint ownership of such Research Output with IIUM, if so specified.
- e) For Intellectual Property arising from an industrially-sponsored project at the IIUM where full funding towards specific objectives of the research is provided by a company, the company as the sponsor together with the author/inventor (s) will be granted a first option to an exclusive royalty-bearing licence to any Intellectual

Property rights arising from the research.

- f) If the collaborative Research and Development arrangement involves a research agreement which defines explicitly the products and processes and, where the contributions to the research and the benefits from it are shared between the IIUM and the company, IIUM will either own the Intellectual Property rights as in normal circumstances or, it will jointly own the Intellectual Property rights with the company. In both instances, the company will be offered the right (not necessarily exclusive) of first refusal to exploit the technology through a licensing agreement.
 - g) In the case of a research project arising from an umbrella arrangement that is covered by a Memorandum of Understanding where the companies or organisations support research across a strategic business interest in which specific research objectives are progressively defined in light of technical and commercial developments, IIUM will own the Intellectual Property rights and the companies will be offered the right (not necessarily exclusive) of first refusal to exploit the technology through a licensing agreement.
- (5) Notwithstanding the foregoing clause, the Intellectual Property rights in respect of any technological development, products and services development which have been carried out:
- i. jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - ii. solely and separately by each Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.
- (6) In the case where IIUM has no claim over the Intellectual Property, the Originator may, however, agree to transfer his/her Intellectual Property rights to the University on mutually agreed terms and conditions.

PART V DEVELOPMENT OF RESEARCH OUTCOME

DEVELOPMENT OF RESEARCH OUTCOME

25. (1) Any Research Outcome that needs to be further developed shall subscribe to this policy. The Research Outcome can be developed towards a product and service that can be accepted by the target industry or consumer market.
- (2) The research's Principal Investigator is responsible to submit the Intellectual Property disclosure to the IIUM detailing the Research Outcome before the Research Outcome could be further developed. If the development of the Research Outcome still involves elements of research, the development can still be considered a research project rather than a development project.
- (3) The research Principal Investigator is responsible to analyse whether his or her Research Outcome can be further developed for a target industry or consumer market.
- (4) The moral right, ownership rights and the Commercialisation exploitation rights of the Research Project Originator shall be preserved in a Development Project unless the Project Originator agrees on any dilution to the commercialisation right.
- (5) The development of a Research Outcome can be either through IIUM internal development or through outsourcing to a third party with the IIUM management.
- (6) If the development of a Research Outcome by IIUM is managed by a third party through commercialisation route, the Development Project shall also be subjected to this policy.
- (7) The Development Project Leader is responsible to disclose to the IIUM any new Intellectual Property developed from the development project.
- (8) Development Project shall also subscribe to research ethics and research misconduct policy.

DEVELOPMENT PROJECT COLLABORATION

26. (1) IIUM shall protect the commercial rights and moral rights of the original Intellectual Property emanated from the development of a Research Outcome.
- (2) The commercial rights of the original Originator of the research outcome should not be diluted through the development collaboration unless the Originator agrees on any dilution to the Commercialisation right.

(3) As much as possible, collaboration during the production of Research Outcome should be avoided unless there is a collaboration on research portion during the development of a project.

(4) A Development project leader must ensure that IIUM proprietary rights on the Research Outcome is protected if the Development or part of the Development is developed using a third-party contractor.

(5) In any Development Collaboration, the rights of the output from the collaboration shall be established before the start of the collaboration:

- a) The moral right, ownership rights and the Commercialisation exploitation right of the new Intellectual Property resulted from the collaboration;
- b) The rights of further research and/or development based on the output of the development; and
- c) The moral and ownership rights for publishing any articles in any publication from the Development Collaboration.

(6) The Development Project Leader is responsible to prepare the details of the milestones for deliverables, responsibility, and cost, in a collaboration between IIUM and collaborator(s). All legal agreements between IIUM and collaborators shall follow proper procedures of Memorandum of Agreement and Memorandum of Understanding.

(7) The Development Project Leader is responsible to maintain strong communication and relationship with the collaborator, to ensure proper execution of IIUM deliverables and also to monitor the deliverables of the collaborator(s) in any of the collaboration.

(8) INC is responsible to:

- a) provide the procedure and guidelines for Development Collaboration.
- b) monitor deliverables in all development collaborations.

(9) Each development collaboration agreement shall be reviewed by the Office of the Legal Advisor before the agreement could be brought up to the IIUM Management for approval. The policy for preparation of collaboration agreement shall be as per IIUM procedure on Memorandum of Agreement and

Memorandum of Understanding.

DEVELOPMENT PROJECT FINANCING AND FUNDING

27. (1) Each Development Project Leader shall secure financing or funding, either internally or externally, for the RDCI activities.
- (2) The securing of financing or funding shall be coordinated by the Project Leader through the IIUM central office. The third-party research financing or funding agreements and third-party research financing and funding shall be managed by the IIUM central office.
- (3) All financing or funding secured from a third-party for IIUM shall comply with the IIUM rules and regulations. IIUM shall also abide with any requirements set forth by the third-party regulation.
- (4) IIUM shall ensure that IIUM limit its liability from the third-party funding to the maximum amount of the cost of funding.
- (5) The Project Leader who secured any external funding shall be responsible to fulfil any obligation stated in the funding agreement.
- (6) Any establishment of internal funding for development shall be approved by the University Authority. IIUM has the right to recover any cost of the development funded by the IIUM if the outcome of the development resulted in Commercialisation.
- (7) IIUM has the right to impose any surcharge to the Researcher(s) to recover any amount spent from the funding if the Researcher(s) fail to deliver the obligations due to his or her negligence.

COMMENCEMENT OF RESEARCH DEVELOPMENT PROJECT

28. (1) All research development projects shall commence if it has secured the required funding for the development.
- (2) The team in a Research Development Project shall consist of capable personnel:
- a) There must be a Designated Academic Staff member who will be in charge of a Development Project on behalf of the

University called the Development Project Leader.

- b) Principal Investigator of the Research Outcome can be a member of the team or assume the role of Development Project Leader if he or she satisfies the criteria set on 28.2 (a).
- c) Each research project shall have at least one IIUM permanent Academic Staff as a co-researcher at any time. The IIUM permanent Academic Staff shall be capable of leading the project in the absence of the original Development Project Leader.

(3) All Development projects either funded or non-funded shall be registered and monitored by the IIUM centrally.

MONITORING OF RESEARCH DEVELOPMENT PROJECT

29. (1) All development projects must be monitored to ensure they meet the objectives of the project. The monitoring report of the projects shall be submitted to the respective offices. Any reporting requirements by third party funders shall be coordinated at the central level.
- (2) Development Project Leader shall be responsible to ensure that the projects are maintained, monitored and reported properly to meet the requirements of the projects. All project members shall be responsible to abide by the rules, regulations and ethical requirements.
- (3) Any development activity involving financial implication shall comply with the IIUM Financial Policies and any third-party funding requirements if the development project is funded by a third-party funder.
- (4) It is the duty of project members to disclose any Intellectual Property (inventions, technical data, copyright works, designs etc.), which have been developed in the course of the development project in sufficient details and as soon as practicable after the relevant facts have come to their knowledge.
- (5) IIUM has a right to take disciplinary actions, including retrieving the amount of development funding spent, against any member who does not abide by the requirements above.

COMPLETION OF RESEARCH DEVELOPMENT PROJECT

30. (1) All completed Development projects shall be closed properly. Each of the closed projects shall have the following deliverables:
- a. Final Project report (including output);
 - b. Financial report;
 - c. IP Disclosure (If there is availability of Intellectual Property and has not been disclosed before, at the end of the project completion, the IP must be disclosed);
 - d. Approval from the third-party funders that all obligations have been fulfilled.

(2) The Project Leader of a development project shall determine the technological readiness level of the development output after the development completion to chart the commercialisation route of the development outcome.

(3) The Project Leader shall ensure that the output of research does not infringe any existing inventions or has the Freedom-to-Operate before planning to proceed with the commercialisation stage.

PART VI KNOWLEDGE DISSEMINATION

KNOWLEDGE DISSEMINATION

31. (1) The dissemination of knowledge is a primary function of IIUM and includes the following functions:
- a. IIUM expects Researchers to disseminate their Research Output and Development outcome as long as they do not contravene with this policy and/or other IIUM policy, rules and regulations.
 - b. The Researcher shall be responsible for any Research Output made through any form of dissemination methods subject to the agreement with the sponsoring organisation.
 - c. Acknowledgement of financial support by the sponsor, if any part of the Research or Development activity is funded by the sponsor, shall be made in all publications unless the sponsor requests for anonymity.
- (2) All types of dissemination of knowledge must be geared towards IIUM's interests and IIUM shall facilitate the dissemination of knowledge.

(3) All types of dissemination of knowledge must be protected through the IIUM Intellectual Property policy.

(4) The moral rights of the Originator for all types of knowledge dissemination shall be upheld.

(5) IIUM shall be notified of any commercial exploitation, including direct payment for technology or services, sponsorship, project funding, royalty, licenses, or any other indirect payment towards the dissemination of knowledge.

- a) No one is entitled to receive any direct payment for any commercial exploitation of knowledge dissemination activities without subscribing to this policy or written approval from the University Authority.
- b) IIUM has the right to a percentage of the commercial exploitation of any knowledge dissemination activities as per this policy.
- c) IIUM has the right to charge any fees for the usage of any IIUM resources incurred in the process of the dissemination of knowledge.
- d) Any commercial return of the services shall be shared with the Originator at an agreed upon percentage as described in the Commercialisation Policy.

IIUM KNOWLEDGE DISSEMINATION EVENT

32. (1) IIUM supports and encourages the creation of knowledge dissemination events that disseminate knowledge gained from Research and Development activity as long as it subscribes to this policy and other related policies on handling knowledge dissemination event.

(2) Knowledge dissemination events may include but not limited to conference, convention, exhibition, forum, lecture, program, seminar, sharing session, symposium, or workshop.

(3) Any KCDIO that organize knowledge dissemination event shall ensure that such dissemination of knowledge will not jeopardise or go against the IIUM interests and this policy.

(4) IIUM shall be informed of any knowledge dissemination event that solicit fee for the event:

- a) IIUM has the right to charge fee for any usage of IIUM Resources in the execution of the activity;
- b) All fees or payments made by or collected from the participating parties in the event shall comply with the IIUM financial policies; and
- c) Any profits made from conducting such event shall be subjected to this policy.

RESEARCH TRAINING

33. (1) Training in this term is the transfer of knowledge which resulted from IIUM research and development activities during the research and/or development stage, through the use of IIUM Resources.

(2) This policy is only applicable to Staff. Any Staff who wish to conduct training outside the University's teaching and learning infrastructure is subjected to the relevant IIUM policy and other procedures and guidelines provided by the IIUM.

(3) Any Staff who disseminates knowledge through training must ensure that such dissemination of knowledge will not jeopardise or go against the University's interests and this policy.

(4) Trainings are subjected to this policy. New training developed from the Research and Development activities utilizing IIUM Resources needs to have the proper Intellectual Property registration.

(5) IIUM shall be notified of any specific training that resulted in financial income to the training Originator.

COMMERCIAL TECHNOLOGY TRANSFER

34. (1) IIUM Research Outcome may produce new technology and IIUM Development Outcome may produce new technology or products. Commercial Technology Transfer is the transfer of technology or product to market that may include industry, community or consumer for return of commercial income.

- (2) The commercial Technology Transfer can be in the form of:
- a) Licensing technology or products;
 - b) Outright sales of technology or products;
 - c) Retail sales of products;
 - d) Start-up company to commercialize technology or products;
 - e) Joint venture company to commercialize technology or products;
or
 - f) Technology that needs to be transferred to third party.
- (3) Technology or products that needs to transferred are subjected to IIUM Intellectual Property Policy. Technology and/or products developed for Commercial Technology Transfer needs to have the proper Intellectual Property registration.
- (4) IIUM and IIUM subsidiary units shall have the first right to refuse in receiving IIUM Technology Transfer.
- (5) IIUM shall be notified of any Technology Transfer activities:-
- a) No one is entitled to receive any direct payment for any commercial exploitation of Technology Transfer activities without subscribing to IIUM Policy or written approval from the University Authority.
 - b) IIUM has the right to a percentage of the commercial exploitation of any Technology Transfer activities as per this policy.
 - c) Any commercial return of the Technology Transfer shall be shared with the Originator at an agreed upon percentage as described in the Commercialisation Policy.

COMMUNITY TECHNOLOGY TRANSFER

35. (1) IIUM Research Outcome may produce new Technology and IIUM Development Outcome may produce new Technology or Products.

- a. Community Technology Transfer is the transfer of the Technology or Product to specific community to improve the societal and economic well-being of the targeted community without the expectation of commercial return of income.
 - b) In Community Technology Transfer, the targeted Community is able to sustain the use of the transferred technology after the period of the technology transfer.
 - c) If the transfer of technology to the targeted community involves commercial return of income after the period of technology transfer, the process should be covered under this Policy.
- (2) IIUM shall assist the Originator in identifying, analysing, promoting, developing, and managing the IIUM Technology and Product that are suitable for Community Technology Transfer.

CONSULTANCY SERVICE

- 36. (1) Consultancy Service is the transfer of expertise; of his discipline to the target market that may include industry, community, or consumer.
- (2) Any Staff who is appointed to provide consultancy services to the target market shall register with the University and subject to the IIUM Consultancy Policy, and other relevant procedures and guidelines.
- (3) Any staff who disseminates knowledge through consultancy must ensure that such dissemination of knowledge shall not contravene the University's interests.
- (4) IIUM shall be exempted from any liability from the consultancy service.

SPECIALISED SERVICE

- 37. (1) Specialized Service is the technical or non-technical service that may include technical, laboratory, or expertise; offered by IIUM utilising IIUM Resources to service industry, community or consumer.
- (2) This policy is only applicable to IIUM staff. Any IIUM staff who wish to offer the Specialised Service is subjected to this Policy and other relevant procedures and guidelines.

(3) All IIUM Specialized Services shall be made through the respective KCDIO and shall be registered and approved by the IIUM Authority.

(4) Any KCDIO who wish to offer a Specialized Service shall ensure that the service will not contravene the University's interest and this policy.

(5) The KCDIO is responsible to obtain any required certification or regulatory approval to offer such Specialized Service.

(6) All income from the Specialized Service are subjected to IIUM Commercial Policy

a) IIUM has the right to request percentage from the income of the Specialised Service.

b) Any commercial return of the service shall be shared with the Originators as per the policy.

PART VII COMPETITION, EXHIBITION AND PROMOTION

PROMOTION OF RESEARCH AND DEVELOPMENT

38. (1) IIUM shall support any promotional activities to promote IIUM Research and Innovation activity as long as the promotional activity is approved by the IIUM Authority according to any IIUM promotional strategy.

(2) A researcher may participate in any exhibitions and competitions to showcase his research output subject to guidelines provided by the University

EXHIBITION COMPETITION

39. A researcher may participate in any exhibitions and competitions to showcase his/her Research Outcome subject to guidelines and strategy provided by the IIUM.

PART VIII COMMERCIALISATION

COMMERCIALISATION GENERAL POLICY

40. (1) A Research Output or product developed from the Research Output may be commercialised subject to the guidelines provided by the University.
- (2) Each Originator is responsible to determine the commercialisation potential or commercialisation route of the Originator's invention and IIUM would analyse the commercialisation of the invention before proceeding to support the commercialisation process of the invention.
- (3) IIUM subsidiary or subsidiary companies shall indemnify IIUM of any liability and may need liability insurance to protect IIUM.
- (4) IIUM subsidiary or subsidiary companies has the right to analyse the business potential of a Commercialisation before any Commercialisation process takes place.
- (5) IIUM reserves its right to a percentage of the commercial exploitation.
- (6) IIUM has the right to charge any fees for the usage of any IIUM Resources incurred in the commercialisation process.

COMMERCIALISATION RIGHTS ASSIGNMENT

41. In all the Intellectual Property Rights owned by IIUM, the Originator assigns to the IIUM the entire rights, title and interest in the Intellectual Property for the sole use of the IIUM to the end of the terms for which the Intellectual Property may be granted.

COMMERCIALISATION START-UP / SPIN-OFF COMPANY

42. IIUM may support the formation of a start up or spin-off company and shall be approved by the relevant IIUM Authority.

COMMERCIALISATION LICENSING

43. (1) IIUM may consider licensing IIUM Intellectual Property and shall be approved by the relevant IIUM authority.
- (2) IIUM shall minimise any possibility of liability from any Licensing agreement. In the case of the financial liability, the liability shall not exceed the total income received from the Licensing agreement.

COMMERCIALISATION OUTRIGHT SALE

44. IIUM may consider to do an Outright Sales for IIUM Intellectual Property and shall be approved by the relevant IIUM Authority.

IX COMMITTEE

UNIVERSITY RESEARCH COMMITTEE

45. (1) There shall be a URC as empowered by the Senate. They shall be responsible to the Senate for the conduct of all research by performing the following duties and functions –
- a. to formulate research policies, rules and regulations concerning research activities of the University;
 - b. to provide overall supervision in the conduct of all research activities of the University;
 - c. to ascertain that all research activities are in line with the University's aspirations to maintain the standard required by the University;
- (2) Members of the URC shall comprise the following: -
- a) Deputy Rector in charge of Responsible Research and Innovation as Chairman;
 - b) Legal Advisor;
 - c) The Director of RMC;
 - d) The Deans and Directors of KCDIO;
 - e) Deputy Directors of RMC;
 - f) The Deputy Director (Admin) of RMC (Secretariat);
 - g) Representative from Academic Staff Association (ASA);
 - h) The Heads of Research; and

- i) Any other person appointed by the Deputy Rector in charge of Responsible Research and Innovation.

(3) Notwithstanding sub-regulation 51(2), the Deputy Rector in charge of Responsible Research and Innovation may invite any other person to attend meeting of the URC.

(4) The Deputy Rector in charge of Responsible Research and Innovation shall be the Chairman of the URC.

(5) The RMC shall provide the Secretary and the Secretariat for the URC

(6) The URC may establish sub-committee to evaluate and assess the overall performance of a Research to ensure that the Research meets the required standard as stipulated by the University.

RESEARCH EVALUATION COMMITTEE

46. (1) There shall be a REC responsible to the URC for the conduct of all research by performing the following duties and functions: -

- a. Handling evaluation of research proposals submitted through the Centre of Studies;
- b. Monitoring and assessing the progress of ongoing projects;
- c. Arranging evaluation of research output, suggesting any changes, if necessary, and recommending to the URC to approve the Research Output;
- d. Evaluation of application of research exhibition;
- e. Evaluation of commercialisation potential of Research Output;
- f. Recommendation of method of commercialisation;
- g. Review of Licensing and Commercialisation Agreement; and
- h. Evaluation of establishment of start-up / spin-off companies.

(2) Members of the REC shall comprise the following: -

- a) Director of RMC as Chairman;

- b) The Deputy Directors of RMC;
- c) The Heads of Research of relevant KCDIO;
- d) Representative from the Finance Division;
- e) Representative from Office of the Legal Adviser; and
- f) Any other person appointed by the Director of RMC.

(3) Notwithstanding sub-regulation 46, the Director of RMC may invite any other person to attend meeting of the REC.

(4) The Director of RMC shall be the Chairman of the REC.

(5) The RMC shall provide the Secretary and the Secretariat for the REC.

RESEARCH ETHICS COMMITTEE

47. (1) There shall be an IREC responsible to the URC for the conduct of all research involving humans and human samples by performing the following duties and functions: -

- a. To ensure that the research conform with proper guidelines for human rights, compliance with law, conflict of interest, safety and health;
- b. To protect the University against potential legal implications due to unethical conduct in research involving humans;
- c. To care for vulnerable individuals who need additional protection during research;
- d. To ensure that IIUM research conforms with any legal and regulatory requirements.

(2) Members of the IREC shall comprise the following: -

- a) A minimum of eight (8), and maximum of twelve (12) members. The membership is an equitable representation including academicians, clinicians, scientists, non- scientists, members of the community, a lawyer/expert in ethics, a social worker/layperson/teacher/a religious scholar.
- b) The committee will consist of a Chairperson, alternate

chairperson, a secretariat and 7-12 active members who represent an appropriate balance of professional, ethical, legal, cultural, educational, spiritual and community interests.

c) The IREC is constituted according to the requirements of the University.

(3) An expert in the relevant research area, preferably from Medical background, shall be the Chairman of the IREC.

(4) The RMC shall provide the Secretary and the Secretariat for the IREC.

BIOSAFETY AND BIOSECURITY COMMITTEE

48. (1) There shall be an IBBC responsible to the URC for the conduct of all research involving living modified organism/ recombinant deoxyribonucleic acid (LMO/rDNA), infectious and potentially infectious agents/materials and biological toxins by performing the following duties and functions: -

- a. Identifying activities which are under the purview of the IBBC;
- b. Reviewing and approving any application to perform activities involving the use of living modified organism/ recombinant deoxyribonucleic acid (LMO/rDNA), infectious and potentially infectious agents/materials and/or biological toxins in a laboratory and defined containment zone;
- c. Ensuring that all activities involving the use of living modified organism/ recombinant deoxyribonucleic acid (LMO/rDNA), infectious and potentially infectious agents/materials and biological toxins are conducted according to the relevant guidelines; and
- d. Maintaining compliance with the national and international acts, policies, guidelines and regulations related to laboratory biosafety and biosecurity.

(2) Members of IBBC shall be appointed by the Rector and their selection shall be based on their expertise in the field of Living Modified Organism (LMO), Genetically Modified Organism (GMO), biohazardous agents and toxins as well as their involvement in managing activities on these fields and biological related activities.

(3) An expert in the relevant research area, preferably from scientific background, experienced with LMO/GMO or biohazardous agents shall be the Chairman of the IBBC.

(4) The RMC shall provide the Secretariat for the IBBC.

ANIMAL CARE AND USE COMMITTEE

49. (1) There shall be an ACUC responsible to the URC for the conduct of all research involving animals by performing the following duties and functions: -

- a. To protect animal welfare by minimising excessive thirst and hunger, pain and injury, fear and distress and allowing animals to express their natural behaviour.
- b. To minimise the number of animals used in research by replacing the animals (whenever possible) with other alternatives.
- c. To improve the techniques engaged during research.
- d. To minimise the impact of the animal and public consciences.

(2) The ACUC shall comprise at least four (4) persons, each of whom is appointed to represent one of the following categories:

- a) A trained practicing veterinarian with experience in the biological and clinical characteristics of the species of animals used.
- b) A qualified person or scientific researcher with appropriate experience in the use of animals for scientific purposes.
- c) A lawyer or an advocate who has the knowledge and experience in animal ethics and other related matters.
- d) A non-scientific person representing the general community who is not affiliated in any way with the IIUM and not a member of the immediate family of a person who is affiliated with the IIUM.

(3) An expert in the relevant research area, preferably from scientific background, experienced with animal handling, and holds a senior position within the IIUM shall be the Chairman of the ACUC.

(4) The RMC shall provide the Secretary and the Secretariat for the ACUC.

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