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## Lahore University of Management Sciences

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### Intellectual Property and Commercialization

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Name	Designations	Signature	Date
URC	Convener, URC	Dr. Amir Faisal	September 24, 2018
URC	Convener, URC	Mr. Uzair Kayani	June 20, 2020

## 1. Purpose of Policy

The purpose of this policy is to set forth the guidelines that define the rights and obligations of LUMS faculty, staff, students and sponsors with regard to Intellectual Property (IP) which results from research or academic activities. The policy aims to guide researchers in following areas:

1. Understanding IP;
2. Disclosure of IP;
3. Ownership of IP;
4. Management of IP; and
5. Distribution of income from commercial use of IP.

## 2. Scope of Policy

This policy is applicable to IP that results from research activities carried out using LUMS resources whether from a sponsored or internally funded project.

## 3. Definitions

### **Confidential Information**

Confidential information refers to any information or document which may have commercial or legal value when held confidentially. Examples include IP Disclosure Forms, legal documents, research results, designs, computer programmes and personnel information.

### **Copyrightable Work**

Copyrightable work refers to an original work of authorship, which has been fixed in any tangible medium of expression such as:

- Literary works (including but not limited to books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies);
- Computer software;
- Musical works (including any lyrics);
- Artworks (including pictorial, graphic, and sculptural works);
- Motion pictures and other audio-visual works (including but not limited to videotapes);
- Sound recordings;
- Architectural works; and
- Any other work determined to be copyrightable under any applicable copyright laws.

### **Development Expenses**

Developmental expenses refer to expenses incurred for the assessment, maintenance, marketing, legal protection and commercialization of the University IP, including but not limited to taxes, governmental fees and costs associated with legal proceedings by or against the University.

**Intellectual Property (IP)**

IP refers to creations promulgated by the human mind which are considered as a controllable resource and can be utilized to obtain future benefits. Examples include an invention, patent, copyrightable work, copyright, trademark, service mark, trade secret, integrated circuit mask, research data, plant variety protection certificate, tangible research property or physical embodiment such as a model, machine, device, design, apparatus, instrumentation, circuit, computer program, visualization, biological material, chemical, other composition of matter, or plant that originates in or relates to academic or research activity.

**Originator**

Originator refers to the inventor, creator, author or generator of IP who is a member of the LUMS community at the time of the invention, authorship or creation or who qualifies as an inventor or author under the laws of the country where the University registers the IP.

**Research Data**

Research data is the recorded factual material commonly accepted in the research and scholarly communities as necessary to validate the research findings excluding preliminary analyses, draft of scholarly manuscripts, plans for future research, peer reviews or general correspondence between colleagues.

**Tangible Research Property**

Tangible research property refers to items produced in the course of research, such as compositions, biological materials, drawings, devices and equipment.

**Traditional Scholarly Output**

Traditional scholarly output refers to scholarly and academic works that have been made independently at the initiative of the author for teaching and other educational purposes including University classroom and course use. Examples include:

- Academic textbooks that are not developed using University resources;
- Academic journal articles, conference papers, and related presentations;
- Research proposals;
- Notes created only for the originator's own personal use;
- Theses and dissertations;
- Novels and poems; and
- Works of fine art.

Traditional scholarly output does not include any data conceived or generated using university resources or during the course and scope of employment at the University.

## 4. Policy Statement

### 4.1 Basic Objectives

LUMS is dedicated to teaching, research and dissemination of all new knowledge generated within the University community. Thus, the basic goal of policies that govern the disposition of IP generated at LUMS is to promote the progress of science and technology and to ensure that discoveries, inventions and creations generated by the faculty, staff and students are utilized in ways most likely to benefit the public. At the same time, it is recognized that the University must assist its faculty and other researchers in properly disclosing their scholarly work, in complying with applicable laws and formal agreements, and in gaining the protection available under local and international laws governing patents, copyrights and trademarks.

The basic objectives of the policies set forth in this document include the following:

1. To create an environment that encourages and expedites the dissemination of discoveries, creations, and new knowledge generated by the faculty and other members of the campus community for the greatest public benefit;
2. To protect the traditional rights of scholars to control the products of their scholarly work;
3. To protect the rights of sponsors who are financing research activities wholly or partially, and wish to utilize IP owned by LUMS or its faculty members;
4. To ensure that the commercial results, financial or otherwise, are distributed in a fair and equitable manner that recognizes both the contributions of the inventors or developers and the University;
5. To ensure that IP and other products of scholarly research and teaching are made available to the public through an efficient and timely process of technology transfer; and
6. To encourage research and scholarship without regard to potential gain from royalties or other such income.

A member of the LUMS community encountering any instance(s) of departure from these objectives should communicate them in writing to the Director of Office of Research (OR).

### 4.2 Ownership and Rights to IP

#### 4.2.1 Effect of IP Policy

This policy shall apply to all relevant contracts and undertakings in which University is a party and shall be deemed to be:

1. A term and condition of employment for all employees of the University;
2. A term and condition of enrolment and attendance at the University by Students;
3. A term and condition of participation in any University research or other use of University resources by any person (whether or not employed by, compensated by, or enrolled at the University); and

4. A term and condition for admittance by all others such as the visiting appointments, post-doctoral fellows, consultants and research associates who may participate in research at the University from time to time or use the University resources. Outside activities authorized by the University for the faculty or staff shall remain subject to this policy to the extent they involve or relate to the use of University resources.

Where applicable, all researchers are required to execute legal documents in accordance with this policy. The University is considered to possess the sole right in its exclusive discretion to make agreements regarding the retention, ownership, patenting, licensing, accessing, and any other use or disposition of any right, title or interest in University IP. No originator of University IP has the authority to assign, license or otherwise dispose of University IP except as permitted by the University. Researchers engaged in outside activities shall have no authority to enter into agreements relating to IP with terms conflicting with this policy.

#### **4.2.2 University Ownership**

The University shall own any and all IP provided that such IP is conceived:

1. During a research or other assignment given to researcher pursuant to a research project, grant or contract, or any other University administered program;
2. Utilizing University resources or other contributions of the University (use of University residential facilities allotted to researcher shall not be considered for this purpose); and
3. By the researcher but the University has not entered into a research grant or contract agreement with express provisions to the contrary.

Ownership and disposition of IP rights resulting from research financed wholly or partially by governmental, industrial or other organizations shall be determined by the rules, regulations, and procedures of the sponsor and in accordance with the terms of the related research agreement and the policies of the University. Any researcher who elects to perform research on governmental, commercial, or other projects undertaken by the University is required to sign such supplemental agreements or other documents as are necessary to enable the University to fulfil its legal obligations with respect to protectable inventions.

#### **4.2.3 Works of Independent Contractors**

The University shall require a written agreement from independent contractors (working on consultancy or research programs) that ownership of inventions or copyrightable works made in the course of such works are to be assigned to the University.

#### **4.2.4 Tangible Research Property and Research Data**

The University owns all rights, title and interest in tangible research property and research data developed with support from University resources. Subject to the disposition of IP under this policy, in most instances, the University permits the originators of University-owned tangible research property or



research data to retain primary physical custody of it solely for non-commercial use in academic work at the University.

#### **4.2.5 Traditional Scholarly Output**

In line with normal academic practice, and unless agreed otherwise, originators shall own copyright to all traditional scholarly output they generate in the course of their employment or studies at the University. Wherever applicable, the originator shall use the University affiliation on traditional scholarly output. With regard to the case of traditional scholarly output, the University shall retain a license at any time to use, reproduce, and adapt such materials freely for all purposes in accordance with copyright law. The originator shall grant the University a perpetual, non-exclusive, worldwide, irrevocable and royalty-free license of the traditional scholarly output, to use for administrative, promotional, educational and teaching purposes of the University, and shall waive any claim of rights under laws which may grant the originator additional rights relating to the traditional scholarly output under applicable law. This license includes the University's right to re-assign a new researcher for a University-funded project if and only when the researcher departs the University, while protecting the IP rights of the departing researcher. This license shall be broadly construed to enable the University's efforts to preserve research integrity and prevent fabrication, falsification, and plagiarism.

#### **4.2.6 Waiver of University IP Rights**

Based on reasonable grounds and recommendations of the University Research Council (URC), the Vice Chancellor (VC) may, in his sole discretion, waive in writing the University's rights to IP.

#### **4.2.7 Assignment of IP Rights to Third Parties or Originators**

The University may at any time assign its rights to third parties, e.g. sponsors of research, commercialization partners or otherwise, upon the recommendation of the URC and the approval of the VC.

In the event the University fails to determine whether to proceed with the exploitation of IP within one year from the date the IP Disclosure Form is submitted to the Technology Transfer Wing (TTW) of the OR, the rights of such disclosed IP shall be assigned to the originator to the extent permitted by law.

Release of IP rights may be conditioned upon, among other things, agreement by the originator(s) or third parties to the following:

1. To reimburse the University for all out-of-pocket and development expenses incurred by the University if and when the originator(s) receive income from the invention;
2. To share with the University 20% of the net income (income remaining from gross income after repayment of University expenses above and the originator(s)' or third parties' legal and licensing expenses) received by the originator(s) or third parties from the invention. Income subject to this revenue sharing provision includes equity received by originator(s) or third parties as consideration for the invention but does not include financing received for purposes of research and development;

3. Upon request, to report to the University regarding efforts to develop the invention for public use and, at the University's request, to reassign those inventions which the originator(s), their agents or designees are not developing for the benefit of the public;
4. To fulfil any obligations that may exist to sponsors of the research that led to the invention;
5. To grant back to University an irrevocable, perpetual, royalty-free, nonexclusive, worldwide right and license to use the invention for its research and academic purposes and a right to grant the same rights to other non-profit institutions; and
6. To agree to such limitations on the University's liability and indemnity provisions as the University may request.

#### **4.2.8 No IP Rights for the University**

In the following cases, IP rights shall belong to the originator. However, in all these cases IP must be disclosed by the originator:

1. IP generated prior to joining the University or after the termination of the relationship with the University;
2. IP generated by members of the LUMS community on their personal time and using personal resources, provided that such IP is clearly outside their areas of research specialization and outside the scope of their appointment with and duties for, the University; and
3. Student-generated IP, provided that it is not developed in collaboration with other non-student members of the LUMS community, governed by a third party agreement or developed through the use of University resources, other than those incidental resources generally available to all members of the LUMS Community.

In order to avoid a conflict of interest, no member of the LUMS Community shall patent, or seek to patent inventions which are in the specific field of work in which the originator is participating in a University research program without prior written permission from the VC.

### **4.3 Copyright Policy**

#### **4.3.1 Student Work**

All copyrighted works made by students shall be treated as traditional scholarly output, unless generated in the scope of a project funded by a sponsor.

#### **4.3.2 Commissioned Work and Publications**

The University may engage faculty or staff to write for publication or produce copyrighted materials as part of their professional duties. Unless otherwise approved in advance by the VC, the University shall own all such materials, but shall provide a license thereof upon request by the originator.

#### **4.3.3 Copyright Notice**

All published works owned by the University shall bear a copyright notice composed and affixed in accordance with Copyright Ordinance 1962. University-owned materials shall bear the notice: '©(Year of publication) LUMS'. No other annotation, regarding a division, research center or other University unit may be used in the copyright notice.

## **4.4 Disclosure of IP**

### **4.4.1 Conditions for Disclosure of IP**

Originators shall promptly and in writing disclose and assign each invention (except for traditional scholarly output) to the TTW by submitting a confidential IP Disclosure Form. In doing so, originators shall comply with the following:

1. If more than one individual participated in the invention, the IP Disclosure Form shall be signed by all such participants. The IP Disclosure Form shall constitute a full and complete disclosure of the subject matter of the discovery or development and the identity of all persons who have participated in the discovery;
2. Originators shall not disclose any invention to any third party except as specifically authorized by the University;
3. Originators shall at all times take all steps reasonably necessary to maintain the confidentiality of any potentially exploitable IP and not do anything which will prejudice the University's right to apply for its registered protection;
4. Originators, at the request and expense of the University, shall assist the University in the application for and prosecution of any registered IP rights; and
5. Originators shall sign all documents and do all such acts as may be requested by the University for the protection of University IP.

### **4.4.2 Processing of IP Disclosure Form**

The IP Disclosure Form shall be processed as follows:

1. The originator shall promptly submit the IP Disclosure Form to the TTW;
  2. The TTW shall receive, coordinate, and communicate with the applicant and other concerned parties, with respect to IP disclosure, protection, and commercialization;
  3. The URC, in consultation with the Director of OR, shall review the IP Disclosure Form, evaluate the commercialization potential and submit its recommendation to the VC on whether or not the University should pursue the protection of the disclosed IP by patenting or by other means. If necessary, the URC may ask the originator to present or clarify certain aspects of the IP Disclosure Form. The URC may also use any expert reviewers, including LUMS faculty members and staff, to form its decision;
  4. VC shall make the final decision on whether or not to protect the disclosed IP. TTW shall communicate the decision to the originator and sponsor; and
  5. TTW shall facilitate and manage the commercialization of disclosed IP. Originators shall provide reasonable support for the commercialization activities.
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It is recognized that commercialization of IP may not always be appropriate as it is sometimes in the best interests of knowledge transfer to place certain IP in the public domain. If the originator believes that this is appropriate, he/she must request such option from the TTW and receive written approval by the VC, based on the URC's recommendations, prior to placing the IP in the public domain.

#### **4.4.3 Conflict of Interest**

Members of the LUMS Community have the obligation to disclose any potential conflicts of interest in accordance with the LUMS conflict of interest policies. They also have the obligation to execute all contracts, assignments, waivers, disclosures and other legal documents necessary to vest in the University the rights to any invention in which they retain an interest. This obligation remains effective even after the originator(s) leave the University.

### **4.5 IP Transactions and Revenues**

#### **4.5.1 Authorization of Transactions**

The TTW shall be responsible for the protection, management, commercialization and transfer of University IP it believes to be beneficial to the University. The Director of OR shall represent the University in IP related negotiations and shall be responsible for protecting the University's interests in these transactions.

VC (or his designated representative) shall have the authority to sign all IP related agreements for the University. Agreements shall be first reviewed by legal counsel and approved by the Director of OR. For detailed procedure LUMS policy on routing of externally sponsored programmes shall be referred.

No person, other than the VC (or his designated representative) and Director of OR, shall have the authority to make any representations on behalf of the University, or use the University's name or logo in connection with IP related matters.

#### **4.5.2 Revenue Sharing**

The University intends to encourage the originators' participation in the technology transfer and commercialization of IP. The University shares the net revenues generated from the commercialization or licensing of IP with the originators as follows:

- 100% to the University until all its out-of-pocket and development expenses associated with the protection and exploitation of the patent or software have been reimbursed. Such expenses include fees associated with patent filing and copyright registration and any other continuing costs associated with licensing or commercialization of IP.

Thereafter, income received is distributed as follows:

- 50% to the inventor(s) or developer(s) (or their legal heirs). In the absence of an agreement to the contrary, income will be split equally among the multiple inventors or developers. However, the inventors or developers may enter into an agreement among themselves that specifies a different

distribution formula which takes into account the differential contributions of the individual inventors to the invention. This income distribution agreement should be submitted to the TTW at the time of filing of the IP Disclosure Form to the University. In the absence of such an agreement, the University's policy will be equal income payments to all inventors and developers.

- 20% to the relevant School.
- 30% to the University.

In the case of a dispute over net revenue distributions, such revenue shall be distributed as determined by the VC, whose decision shall be final.

#### **4.5.3 Exception to the Revenue Sharing Policy**

The University may be involved in various kinds of partnerships, different funding arrangements and different types of cooperation agreements. The Director of OR may negotiate and the VC may approve separate revenue sharing arrangements depending on the circumstances of each individual case and based on relevant contractual arrangements, any applicable funding regulations and revenue sharing policies of collaborating institutes.

#### **4.5.4 Payment Terms**

Payments to the originator shall be made subject to all applicable Pakistani laws and third party agreements. Typically, payments are made once and annually at the end of each fiscal year. These payments are not considered part of the individual's salary. Compliance with the applicable tax laws shall be the sole responsibility of persons receiving the payments. Where the originator is deceased, the payments shall be made to his/her estate, to the extent permitted under Pakistani laws.

#### **4.5.5 Licensing of Inventions**

Originators may not independently market or license the University IP. Sponsors may not use the name or logo of the University, nor imply approval or endorsement of any product by the University in any commercial promotion without the written permission of the VC. TTW markets the IP and identifies the sponsors. Once a sponsor has decided to develop or commercialize an invention, the appropriate agreements are drafted and negotiated with the sponsor. Originators are kept informed of the negotiations and their input is sought as appropriate. Legal advisor shall be consulted as required. The licensing agreement is maintained by the TTW which is responsible for its administration.

### **4.6 Confidentiality**

Confidential Information shall be maintained in confidence to the extent required to conduct business in an effective and smooth agreement or as otherwise may be approved by the VC. LUMS Community shall adhere to the following procedures when handling confidential information:

1. Research in progress, unpublished research results and proprietary information received from third parties shall be treated with care and with due regard for potential patentability; and

2. Information received by the University from a third party under a confidentiality agreement may only be disclosed within the University to persons having a need to know such information.

Nothing in this section shall limit or restrict the right of the LUMS community to freely publish results of their research.

## 4.7 Disputes and Appeals

If an originator has an objection to the University ownership of IP or the interpretation of this policy, he/she may appeal in writing to the Director of OR and shall provide all information and documentation which may be necessary for a fair resolution of the dispute. The Director of OR shall meet and consult with the URC Convener within thirty calendar days (excluding summer semester days) after receiving the appeal to study all submitted materials and make a recommendation to the VC, whose decision in the matter shall be final. The decision of the VC shall promptly be communicated in writing to the person who submitted the appeal no later than forty five calendar days (excluding summer semester days) after the submission of the appeal.

## 5. Procedures

### 5.1 IP Commercialization Process

Sr. No.	Responsibility	Procedure / Activity	Output
1	Originator	Originator submits IP Disclosure Form along with supporting documents to Relevant Personnel (TTW).	IP disclosure form
2	Relevant Personnel (TTW)	Relevant Personnel (TTW) evaluates the IP Disclosure Form as per policy to ensure completeness of supporting evidence and forwards it to Director of OR for approval.	Reviewed IP disclosure form
3	Director of OR	Director of OR reviews and approves the IP Disclosure Form and sends it back to Relevant Personnel (TTW).	Approved IP disclosure form
4	Relevant Personnel (TTW)	Relevant Personnel (TTW) emails the IP Disclosure Form to URC members. The email also contains time slots for URC meeting to discuss and review the proposals.	Email containing IP disclosure form and meeting time slots
5	URC	URC, in consultation with the Director of OR, reviews the IP Disclosure Form, evaluate the commercialization potential and prepare its recommendations for the VC on whether or not the University should pursue the protection of the disclosed IP by patenting or by other means. If necessary, the URC may ask the	URC recommendations

		Originator to present or clarify certain aspects of the IP Disclosure Form. The URC may also use any expert reviewers, including LUMS faculty members and staff, to form its decision. URC Convener forwards these recommendations to the VC.	
6	VC / Relevant Personnel (VC Office)	VC makes the final decision whether to pursue the patent/copyright or not. VC's decision is conveyed to the Relevant Personnel (TTW) by the Relevant Personnel (VC Office).	Email containing VC's decision
7	Relevant Personnel (TTW)	Relevant Personnel (TTW) files the application for patent/copyright registration.	Application for patent/copyright registration

## 5.2 Dispute Resolution and Appeal Process

Sr. No.	Responsibility	Procedure / Activity	Output
1	Originator	Originator submits an appeal in writing along with supporting documents to the Director of OR.	Appeal in writing
2	Director of OR / URC Convener	Director of OR, in consultation with the URC Convener, studies the submitted material and prepares a recommendation which is then forwarded to the VC.	Recommendation forwarded to the VC
3	VC / Relevant Personnel (VC Office)	VC makes final decision based on the recommendation by the Director of OR and URC Convener. The decision is conveyed by the Relevant Personnel (VC Office) to the Relevant Personnel (TTW).	Email containing VC's decision
4	Relevant Personnel (TTW)	Relevant Personnel (TTW) announces the decision of the VC to the Originator and takes steps for its implementation.	Email containing VC's decision

## 6. Waiver of Policy

In exceptional cases, and on a showing of good cause, the Vice Chancellor or his designated authority may waive a policy or procedural requirement. A waiver must be granted in writing and be specific to each case. The written request for a waiver should be timely communicated to the Office of Research (OR). Repeated waivers of any requirement shall prompt a policy review of that requirement under the LUMS governance structure. To show good cause, the written waiver shall provide reasonable justifications that:

1. The requirement being waived is impossible or impracticable;
2. The waiver does not violate any applicable law; and
3. The waiver is fair, in the best interest of the University, and narrowly tailored to address an exceptional case.

## 7. Special Circumstances/Exceptions

This policy shall not be interpreted to limit the University's ability to meet its obligations for deliverables under any contract, grant or other arrangements with third parties, including sponsored research agreements, license agreements, fund management agreements and the like. The University shall coordinate reporting requirements and other requirements to research sponsors regarding University IP developed under a research contract or grant. For individual cases, the VC may make exceptions to this policy when doing so would be equitable and fair or of strategic interest to the University.

## 8. Roles and Responsibilities of Policy Implementation

The major responsibilities that each party has in connection with this policy are as follows:

**Originator** is responsible for:

1. Disclosing any potential IP which results from any research or academic activity undertaken using University's resources to the TTW;
2. Assisting the University in the application for and prosecution of any registered IP rights; and
3. Complying with all University and sponsor guidelines regarding disclosure and management of IP.

**TTW** is responsible for:

1. Coordinating and communicating with the originator and other concerned parties including URC and the sponsor, with respect to IP disclosure and protection;
2. Communicating the decision of the VC with respect to IP commercialization to the originator and sponsor; and
3. Facilitating and managing the commercialization of disclosed IP.

**Director of OR** is responsible for:

1. Representing the University in IP related negotiations with third parties such as sponsors and registration authorities; and
2. Preparing recommendations for the VC in respect of any dispute regarding IP.

**URC** is responsible for preparing recommendations for the VC in respect of IP commercialization.

**VC** is responsible for taking final decision regarding IP related matters such as its commercialization, agreement with third parties, waiver or assignment of IP rights and disputes or appeals.

## 9. Title of Position with Maintenance Responsibility

OR will be responsible for maintenance of the policy including its periodic review and approval of any subsequent modifications to the said policy.



## 10. Consequence(s) of Non-Compliance with Policy

Each instance of non-compliance will be referred to University Research Council (URC) for review, which will finalize its recommendations for the action to be taken by VC. In all cases, the decision of VC will be final.

## 11. Related Documents / Policies

No such documents have been identified at this stage.

## 12. Related Laws

It is mandatory to abide by all laws and regulations as applicable in Pakistan. In certain circumstances, sponsors may require compliance with certain laws and their own statutory regulations as well.

## 13. Distribution & Physical Security

Access to these Policies & Procedures on the intranet portal shall be restricted and access shall be provided by Director of OR through following LUMS Access Management Process. For further information, refer Access Management Policies & Procedures. However, in case a hard copy is required, printing rights shall be granted to the respective stakeholder as part of standard Access Management Process. System shall track the number of hard copies printed against each Login ID and shall maintain log as well.

Where there is a change in responsibility of an employee, the copy / access that the employee has of policy document should be handed over to the new employee and this action shall be documented in the previous employee's handing over notes. When an employee leaves the employment of LUMS, then the copy of/access to policy document should be returned to/ revoked by the Head of Department / IT Department prior to his departure.

## 14. Contacts

Contact	Designation	Phone
Office of Research (OR)	Director	8336, 8207, 8042