



MOHAMED BIN ZAYED
UNIVERSITY OF
ARTIFICIAL INTELLIGENCE

Legal Affair

MBZUAI Intellectual Property Policy

MBZUAI-LAS-IP-POL-V2.0

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1. Document Control Information

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Policy Review

Person responsible	Workflow	Date
Head of IP	Initiate	24 Jul 2023
Head of IEQA	Review	26 Jul 2023
Legal Affair	Review	24 Jul 2023
General Counsel	Endorse	25 Jul 2023
President	Endorse	23 Sep 2025

2. Glossary of Terms

Term	Definition
Academic Content	Academic Content is collectively: (a) all of the intellectual property and know-how customarily considered by institutions of higher education as being academic materials, including, course outlines, syllabi, simulations, lectures, materials, reading lists, and similar materials irrespective of the media through which they are presented; (b) all discussions, conferences, meetings, and assemblies of one or more students and Personnel which are part of a course; and (c) all soft and middleware in which the materials of (a) and (b) are embodied or in which they are delivered. Academic Content is comprised of Core Course Materials and other intellectual property falling within the above definition.
Contractor	Persons, who are not the University, Personnel, or Students who are parties to or obligated under Third Party Agreements.
Core Course Materials	Core Course Materials are any and all Academic Content that are used in or support a University course, such as, for example, course outlines, syllabi, simulations, case studies, lectures, reading lists, curriculum, and similar materials.

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Term	Definition
Creator	Personnel or Students who originate, conceive, or produce original and innovative works, inventions, designs, symbols, names, images, or other creative expressions that may be eligible for protection under patent, copyright, or other intellectual property laws.
IP Committee	Is an ad hoc committee the core group comprising the President, Provost, VP of Research, General Counsel, the Heads of the respective academic departments, and additional personnel the President may appoint from time to time.
IP Office	The office at the University responsible for managing intellectual property.
MBZUAI	Mohamed Bin Zayed University of Artificial Intelligence
Personnel	Persons who are employees of the Mohamed Bin Zayed University of Artificial Intelligence (MBZUAI) either full-time or part-time, including all faculty categories (e.g., Collegiate, Adjunct, Librarian, and Professor of Practice), Student Employees, contractual employees, or employees at other MBZUAI institutions who are also employed by or assigned to the University.
President	The President of the University or person designated by the President of the University from time to time in each instance.
Revenue	Consideration given by a third party in exchange for specific intellectual property rights, including consideration paid in cash or equity, and excluding research support in the form of sponsored research agreements, restricted grants, unrestricted grants, or equity, and excluding tuition and contract income received by the University in lieu of tuition.
Scholarly Works	Scholarly Works are works authored by Personnel for the purpose of dissemination of knowledge and prepared for potential publication outside of the University (e.g. journal articles, scholarly papers, or texts) unless the works (i) were prepared at the direction of the University or (ii) are deliverables under agreements between the University and other parties or (iii) are prepared as a direct result of grants, gifts or like specific support to the University.
Scope of Employment	All activities performed by Personnel as an employee of the University, including, the obligation of faculty members to teach, perform administrative activities as assigned, develop, or create curricular or course materials, and conduct research.
Sponsored Research Agreements	Grants, contracts, cooperative agreements, and other agreements entered by or administered by the University under which research or development activities will be carried out.
Student Employee	A Student who is also a University employee, acting within the Scope of Employment.

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Term	Definition
Students	Persons enrolled in the University or University courses, acting within the framework of their academic course work or program.
Third Party Agreements	Agreements with Contractors, including Sponsored Research Agreements, under which by agreement among the parties or as a matter of law, the ownership of, interests in, or rights to use intellectual property created under the agreements respectively are governed.
UAE	The United Arab Emirates
University	Mohamed Bin Zayed University of Artificial Intelligence

3. Introduction

The primary mission of the University is to create, preserve, and disseminate knowledge. When that knowledge takes the form of intellectual property, the University has established a clear and explicit policy that protects the interests of the creators, and the University, to maximize the society benefits from the fair and full dissemination of that knowledge.

4. Objective

The purpose of this Policy is to set forth the terms, conditions, and procedures whereby Personnel and Students and the University establish and maintain their interests in intellectual property created or used by or at the University. This Policy governs the ownership and protection of intellectual property created at or used by the University.

5. Scope

This Policy applies to all Personnel and Students.

6. Intellectual Property Policy

6.1 General Provisions

- 6.1.1 **Protecting University Interests.** Personnel and Students may not (a) sign agreements or take any action on behalf of the University unless they are authorized agents of the University, or (b) make unauthorized use of the name of the University. In cases where Personnel or Students take such actions, the University is not bound to honor those actions or agreements.
- 6.1.2 **Acquiring IP.** The University may acquire ownership or use of intellectual property by assignment, license, gift, bequest, or any other means.

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6.1.3 **Administration of Intellectual Property which is not University-owned.** If otherwise appropriate, the University may administer intellectual property owned by another entity or person, under an agreement with the owner.

6.2 General Policy

6.2.1 Ownership

- a) Intellectual property created by Personnel, or by Students working on University research or other University projects, is owned by the University if it is created either:
 - b) within the scope of University employment, including work under University grants and contracts with third parties; or
 - c) with significant use of University resources.

6.2.2 Third Party Agreements; Sponsored Research

- a) **Sponsored Research Agreements.** Sponsored Research Agreements shall provide that all intellectual property developed by Personnel or Students under such agreements shall belong to the University. The University, however, on a case-by-case basis, may agree to assign ownership or licensing rights to the Contractor, subject to the University's right to use and reproduce the intellectual property for research and educational purposes.
- b) **UAE Sponsorship.** Any project that is funded, in whole or in part, by a UAE government agency, is subject to specific rules that may govern the ownership or interests in or rights to use intellectual property created as part of such project.
- c) **Other Third-Party Agreements.** The ownership, interests, and rights of the University, Personnel, and Students of and in intellectual property created under or governed by Third Party Agreements will be subject to the effect of Third-Party Agreements.
- d) **Implementation Authority.** The General Counsel has responsibility for intellectual property matters and shall be implemented and coordinated as such. MBZUAI may enter into agreements with respect to ownership, licensure, disposition of intellectual property, disposition of royalty or like income, resolution of disputes, and other matters related to intellectual property in which the University has an interest, and may register intellectual property; seek protection under copyright, trademark, patent laws or other applicable law; and enforce, defend, manage, and take any action relevant to the University's intellectual property and its rights in intellectual property.

6.3 Copyrights

6.3.1 Ownership

- a) **Scholarly Works.** Subject to the provisions of this Policy, Personnel and Students shall have all rights in copyright for Scholarly Works.
- b) **Academic Content.** The University owns all rights in the copyright for Academic Content.

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- c) **Third Party Agreements.** The University owns all rights in copyright for work produced under Third Party Agreements or as stated in those agreements.

6.4 Responsibilities of Personnel and Students

- 6.4.1 **Assignment.** For work to which the University has or had ownership rights under this Policy, Personnel and Students shall, upon request, execute all legal documents designed to assist the University, or its assignees, in proving or benefiting from such rights, as deemed appropriate by the University.
- 6.4.2 **Use of Copyrighted Materials.** All Personnel and Students are responsible for complying with University guidelines on the fair use of copyrighted material and for complying with the requirements of copyright law, including obtaining required permissions to use copyrighted material.

6.5 Patents

6.5.1 University Ownership

- a) **Within Scope of Employment.** The University owns inventions created by Personnel within the Scope of Employment.
- b) **Use of University Resources.** The University owns inventions created by Personnel or Students with the use of significant University resources.
- c) **Signed Agreements.** The University owns all inventions made by Personnel or Students under Third Party Agreements or as stated in those agreements.

6.5.2 Creator Ownership

- a) **Outside Scope of Employment.** Personnel owns patent rights to inventions conceived and first reduced to practice outside the Scope of Employment and without the use of significant University resources and which are not subject to Third Party Agreements.
- b) **Student Ownership.** Students own inventions they create unless the invention is subject to another provision herein.

6.5.3 Responsibilities of Personnel and Students

- a) **Disclosure.** Personnel and Students shall disclose inventions that are subject to university ownership to the IP Office in a timely manner, fully, and in writing. When uncertain about the University's rights, Personnel and Students shall disclose the invention in question as required above. Additionally, Personnel and Students shall not disclose potential IP to a third party until it has been assessed by the IP Office.
- b) **External Collaborations.** Personnel and Students may not: (a) sign patent agreements or other documents regarding inventions of which the University has or may have ownership or rights to use (e.g., invention reports, licenses, assignments, Material Transfer Agreements, or Confidentiality Disclosure Agreements) which abrogate, limit or in any way affect the University's rights; (b) make unauthorized use of the name of the University; or (c) transfer, except pursuant to a properly authorized Material Transfer Agreement, material relating to intellectual property outside the University.
- c) **Assignment.** As to an invention in which the University has a right to ownership or use, the Creator, upon request, shall execute promptly all contracts, assignments,

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waivers, or other legal documents necessary to vest in the University, or its assignees, any, or all rights to the invention, including assignment of any patents or patent applications relating to the invention.

6.5.4 Responsibilities of University

- a) **Timely Evaluation.** The University shall evaluate inventions disclosed and shall do so with reasonable promptness and in good faith. The University shall decide if it has ownership rights, and whether to seek protection of its ownership rights. As to any invention in which it has an interest, the University may at any time thereafter decide to pursue protection or commercialization and the University may at any time decide not to pursue or to abandon the pursuit of patenting and/or commercialization.
- b) **Timely Information.** The University shall inform Creators in a timely manner about substantive decisions regarding protection, commercialization, and/or disposition of inventions.
- c) **Commercialization by Creators.** The University may, at its discretion and consistent with the public interest, create a commercial vehicle and/or license intellectual property to the Creators on an exclusive or non-exclusive basis. Creators must demonstrate technical, financial, and business capability to commercialize intellectual property. Agreements with Creators shall be subject to review and approval of conflict-of-interest issues in accordance with applicable University policy.
- d) **Assignment of Ownership.** The University may assign ownership to the Creators as allowed by law, subject to the rights of sponsors and to the retention by the University of a license which at a minimum shall grant the University the right to use intellectual property in its programs of teaching, research, and public service on a perpetual, royalty-free, worldwide, non-exclusive basis.

6.6 Computer Programs and Software; Business Practice

6.6.1 University Ownership

- a) **Personnel.** The University owns computer programs and software and business practices created by Personnel within the Scope of Employment or otherwise with significant University resources.
- b) **Students.** The University owns computer programs and software and business practices created by Students with the use of significant University resources.
- c) **Signed Agreements.** The University owns all computer programs and software created or made by Personnel or Students under Third Party Agreements.

6.6.2 Personnel Ownership; Student Ownership

- a) **Personnel Ownership.** Personnel own software and computer programs conceived and first reduced to practice, and/or authored, outside the Scope of Employment and without the use of University resources and which are not subject to Third Party Agreements.
- b) **Student Ownership.** Students own computer programs and software they create without the use of University resources, and which are not subject to Third Party Agreements.

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6.6.3 Responsibilities of Personnel and Students

- a) **Disclosure.** Personnel and Students shall disclose computer programs and software developed within the Scope of Employment or with University resources to the IP Office in a timely manner, fully, and in writing. When uncertain about the University's rights, Personnel and Students shall disclose the computer programs and software in question as required above. Disclosure, except as warranted by the circumstances, shall include a deposit of a digital-time-stamped copy of the software program, with appropriate annotations.
- b) **Assignment.** As to a computer program or software in which the University has a right to ownership or use, the creator, upon request, shall execute promptly all contracts, assignments, waivers, or other legal documents necessary to vest in the University, or its assignees, any or all rights to the computer program or software, including assignment of any patents or patent applications relating to the work.

6.6.4 **Responsibilities of the University.** The University shall evaluate computer programs and software disclosed and shall do so with reasonable promptness and in good faith. The University shall decide whether to seek legal protection of its ownership rights, such as filing for patent or copyright protection, and whether to pursue commercialization. The University may at any time decide not to pursue or to abandon the pursuit of patenting and/or commercialization of any computer program or software in which it has an interest.

6.7 Other Types of Intellectual Property

6.7.1 **Tangible Research Property.** The provisions of this Policy governing copyright, patents, or computer programs or software, whichever is applicable, shall also apply to tangible research property.

6.7.2 **Trademarks, Service Marks, and Trade Dress.** Trademarks, service marks, and trade dress may be created in association with another underlying form of intellectual property, such as a patent or a plant variety, or independently, such as a university logo or symbol. The University owns trademarks, service marks or trade dress associated with intellectual property owned by the University or created by Personnel within the Scope of Employment or otherwise with University resources or by Students with University resources. The University may commercialize or license its trademarks, service marks, and trade dress.

6.7.3 **Registration.** Registration of trademarks or service marks shall be approved by the General Counsel.

6.8 Interinstitutional Agreements

6.8.1 **Joint Appointments.** If an individual is jointly employed by the University and any other academic institution under a joint appointment ("Joint Appointee"), the terms of that appointment shall apply to the ownership and protection of intellectual property and the sharing of revenue. In the absence of Joint Appointee terms, the intellectual property policy of the academic institution providing the significant use of resources related to the intellectual property prevails.

6.8.2 **Joint Creators.** In the absence of a Joint Appointment, when personnel or students from MBZUAI or other academic institutions collaborate, this section applies:

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- a) **Early Notification.** As soon as collaborators from MBZUAI and the other institutions recognize that their efforts have resulted in, or are likely to result in, the creation of intellectual property subject to this policy, they shall inform the University.
- b) **Agreements Govern.** Signed agreements between MBZUAI and the other institutions shall determine ownership of intellectual property, responsibility for managing it, distribution or expenses, and Revenue resulting from its development.
- c) **Students.** In the event that a Student is also enrolled in another institution, this Policy shall apply to all intellectual property created within the framework of the Student's University coursework or program.

6.9 Intellectual Property Licensing

- 6.9.1 Transfer of MBZUAI IP may typically involve a license from MBZUAI to a licensee whether it is an existing company or a start-up.
- 6.9.2 In cases where the licensee is an existing company, the license agreement may include provisions for revenue-sharing, royalties, or other forms of compensation to MBZUAI. These terms will be determined based on, but not limited to, the nature of the intellectual property, market conditions, and the mutual agreement between MBZUAI and the licensee.
- 6.9.3 For start-up licensees, MBZUAI may explore alternative arrangements beyond royalty agreements, such as equity participation, incubation support, or strategic partnerships, to foster their growth and maximize the impact of the transferred IP. These arrangements will be assessed on a case-by-case basis, considering the potential synergies and long-term value creation.

6.10 Revenue Sharing

- 6.10.1 **Copyrights.** It is the policy of the University that Personnel are compensated as part of their general compensation as employees of the University for the creation of intellectual property owned by the University.
- 6.10.2 **Patents.** The University shall share with Creators Revenue that it receives from their inventions or creations as provided in this section. Unless otherwise agreed to in writing by the Creators of an invention and the University, each named Creator shall receive equal shares of net Revenue.
- 6.10.3 **Exceptions**
 - a) **Contract.** When a third-party contract dictates the apportionment of Revenue different from that specified in this Policy, the terms of the agreement govern.
- 6.10.4 **Distribution of Revenue Received in Cash**
 - a) **Deductions from Revenue.** The University shall make the following deductions from Revenue before distributing Net Revenue:
 - b) **Creators' Share.** First, the Revenue shall be distributed among the Creators until the cumulative total reaches AED20,000.
 - c) **General Costs.** Second, unless otherwise agreed to by the Creators and the University, the amounts received shall reimburse the expenses incurred by the University in developing, obtaining, and maintaining the patent and in developing, marketing, licensing, and defending the patent or licensable invention or creative

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work. After the University is fully reimbursed for its expenses, the below shall apply.

- d) **Distribution of Net Revenue.** "Net Revenue" is the Revenue remaining after Deductions from Revenue set forth above.
 - (i) **Creators' Share.** The University shall distribute among the Creators forty percent (40%) of the net Revenue it receives from their inventions or creations unless applicable laws, regulations, provisions of grants or contracts, or signed agreements with Creators provide otherwise.
 - (ii) **University's Share.** The University shall receive sixty percent (60%) of the Net Revenue. The President shall allocate those amounts to further the University's academic mission and delivery of courses.
- e) **Timely Distribution.** The University shall distribute Revenue due to Creators under this policy at least annually. Distribution will be made along with a statement of related income and expenses.

6.10.5 Distribution of Revenue Received as Equity

- a) **Issuance of Shares.** Equity may be issued separately to the University and the Creators.
- b) **Distribution of Shares.** Equity in a commercial venture received as consideration for intellectual property rights shall be shared as agreed between the University, the Creators, and any potential participating 3rd parties.
- c) **Timely Distribution.** When the University receives all shares directly, as soon as practicable after the University receives equity, and subject to the creators receiving any conflict-of-interest exemptions that must be granted and complying with any conditions for those exemptions, the University shall transfer equity shares to the creators. The University and creators shall have independence in their exercise of equity holder privileges within the constraints of law, policy, and contractual agreements.
- d) **Unqualified Persons.** Personnel or Students not qualified to hold the equity under applicable law shall designate a qualified person to receive the equity. If no designee is named within thirty days of a written request by the University to do so, the right to a share of the equity shall be forfeited to the University.

6.11 Administration

- 6.11.1 **University Implementation.** This Policy and any revisions shall be effective only with the approval of the General Counsel of the University. Furthermore, the General Counsel shall be the initial point of contact for intellectual property issues. The University shall publicize this Policy on the University's internet and intranet.
- 6.11.2 **Authority to Subcontract.** The University may enter into contracts with third parties in connection with the development, administration, and protection of its intellectual property.
- 6.11.3 **MBZUAI Intellectual Property Committee.** An ad hoc University Intellectual Property Committee may be appointed to advise on matters related to special cases, this Policy, and University intellectual property matters.

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6.12 Reporting

6.12.1 The General Counsel shall report annually on intellectual property activity at the University. The report shall include data for the preceding year on disclosures, patent applications, patent awards, licenses and start-up companies. The report shall also include data on revenue and expenditures associated with the University's Intellectual Property.

7. Related Documents

Section	Related Document(s)
-	IP Protection Procedure

8. Version History

Version number	Person responsible	Date of change	Comments
V1.0	General Counsel	21/6/2021	First approved version
V2.0	General Counsel	26/7/2023	Minor changes to terminology for clarity added language in relation to the IP Committee and stated the committee was ad hoc.
V2.0	President	23/09/2023	Approved by president

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