	Policy Main Title	Intellectual Property Policy	Effective Date	14/06/2026
AIU AMERICAN INTERNATIONAL UNIVERSITY الجامعة الأمريكية الدولية	Policy Subject	Research	Last Review date	
	Policy Number	RES-004	Next Review date	14/06/2029
	Responsible Entity	Assistant VP Research	Approved By	President

Overview

Intellectual property policy is where three of a university's foundational commitments meet, and potentially collide. The commitment to advancing knowledge requires that researchers publish their findings freely, without institutional gatekeeping of the ideas they generate. The commitment to academic freedom requires that faculty retain ownership of the scholarly works that express their individual intellectual contribution to their discipline. And the commitment to institutional sustainability requires that when AIU's resources, laboratories, equipment, research funding, administrative infrastructure, contribute materially to the creation of valuable intellectual property, the institution has a legitimate interest in the outcomes of that investment.

This policy navigates these three commitments through a framework that is standard at accredited research-active universities: the scholarly works exception gives faculty ownership of their articles, books, and creative works; patentable inventions and software developed using AIU resources are owned by AIU and shared with the inventor through a royalty-sharing formula; and student IP is owned by the student unless significant institutional resources were used in its creation.

Kuwait's intellectual property legal framework is relevant to this policy in two ways. Kuwait Law No. 64 of 1999 on Intellectual Property Rights (as amended by the 2019 Copyright and Related Rights Law) governs copyright protection for works created in Kuwait, including the duration of protection and the exceptions available for educational and research uses. Kuwait's Patent Law (Law No. 4 of 1962 as amended) governs the registration and protection of patents in Kuwait. Kuwait acceded to the Patent Cooperation Treaty (PCT) in 2016, which enables AIU to seek patent protection in multiple jurisdictions through a single application. These legal instruments define the external framework within which AIU's internal IP governance operates; they do not substitute for the institutional policies established here.

Scope

This policy applies to all intellectual property created by AIU's faculty, staff, students, post-doctoral researchers, visiting researchers, contractors, and other individuals who create IP while employed by AIU, enrolled at AIU, or conducting research under AIU's auspices or using AIU resources. It applies to all categories of intellectual property including patents and patentable inventions; copyright and copyrightable works; software and databases; trademarks and service marks (insofar as they relate to research outputs); and trade secrets and confidential research information. It does not govern the AIU name, logo, and branding (governed by the President's communications authority), institutional records and administrative documents, or works created entirely outside the scope of employment or study without any use of AIU resources.

Purpose

The purposes of this policy are to:

- Establish a clear, equitable framework for determining who owns intellectual property created at or under the auspices of AIU

- Protect faculty academic freedom by establishing the scholarly works exception to institutional IP ownership, consistent with the standard at all accredited institutions reviewed
- Define the IP disclosure process through which patentable or commercializable IP is evaluated and managed by the Office of Research and Grants
- Establish the revenue-sharing framework for commercialization income, providing meaningful financial incentives for faculty and student inventors while ensuring that AIU's investment in research infrastructure is recognized
- Define the specific IP provisions applicable to software, AI-generated works, jointly-created IP, and IP arising from sponsored research agreements
- Establish the dispute resolution process for IP ownership and revenue distribution disputes
- Provide the institutional framework within which AIU's obligations under Kuwait Law No. 64 of 1999 (copyright), Kuwait's patent law, and the GCC Patent Law are managed
- Demonstrate compliance with honest and ethical institutional operations, including equitable treatment of creators and support the research and scholarly activity infrastructure required by Accrediting agency

Abbreviations and Definitions

Intellectual Property: Legally recognized rights in creations of the mind, including: patents and patentable inventions; copyright in original works of authorship; software and databases; trade secrets and confidential research information; trademarks and service marks; designs and design rights; and plant variety protections. This policy covers all categories of IP, with provisions differentiated by IP type where the applicable rules differ.

Invention: A new and useful device, method, process, composition of matter, design, or improvement thereof that is or may be protectable under patent law. At AIU, an invention includes biological materials, software algorithms where the algorithm constitutes a patentable innovation, and any other novel and useful creation that meets the requirements of applicable patent law.

Scholarly Work: Copyrightable works produced by faculty as the natural expression of their individual scholarly expertise, including peer-reviewed journal articles, book chapters, conference papers, scholarly monographs, textbooks, and traditional creative works (artworks, musical compositions, literary works, architectural designs in their artistic expression). Scholarly works are subject to the scholarly works exception in Article 3 of this policy: AIU does not claim ownership of faculty-authored scholarly works.

Commissioned Work: A work specifically requested, defined, and contracted by AIU in advance of its creation, for which AIU provides compensation beyond the creator's standard salary, and for which AIU's ownership is specified in writing before the work begins. The fact that AIU pays a faculty member's salary does not make all works they create during employment commissioned works.

Significant Use of AIU Resources: The use of AIU funding, specialized equipment, laboratory space, research assistants paid by AIU, or other institutional resources beyond those generally available to all employees (such as standard office equipment, library access, and internet connectivity) in the creation of intellectual property. Standard-issue computers, email, and library access do not constitute significant use of AIU resources for the purposes of this policy.

Gross Royalty Income: The total monetary payments received by AIU from third parties for the licence, sale, or other transfer of AIU-owned intellectual property rights.

Net Royalty Income: Gross Royalty Income less the direct costs incurred by AIU in protecting, developing, and commercializing the intellectual property, including legal fees, patent prosecution costs, evaluation costs, and commercialization expenses. Net Royalty Income is the amount distributed under Article 7.
IP Disclosure Form: The standard form through which faculty, staff, and students disclose potentially patentable or commercializable intellectual property to the Office of Research and Grants. Available from the Office of Research and Grants. Submission of the form does not imply that AIU will pursue commercialization of the disclosed IP; it initiates the evaluation process.
IP Register: The institutional register maintained by the Director of Research and Grants documenting all IP disclosed, all ownership determinations, all commercialization actions, and all license agreements and their financial terms. A confidential institutional record reviewed annually in the Annual IP Report.
Material Transfer Agreement (MTA): A formal agreement governing the transfer of tangible research materials (biological specimens, chemical compounds, devices, organisms) between AIU and another institution or commercial entity. MTAs are executed by the Director of Research and Grants on behalf of AIU.
AI-Generated Content in Research: Content produced with material contribution from an artificial intelligence tool, as defined in ACA-006. AI tools may not be named as inventors or authors. Where AI tools have contributed materially to an invention or creative work, this contribution must be disclosed in the IP Disclosure Form; the human researchers remain the inventors for the purposes of this policy and applicable patent law.

Policy

Article 1: Governing Principles

The following principles govern AIU's intellectual property framework:

a. Academic freedom and scholarly independence: Faculty retain ownership of the scholarly works that express their intellectual contribution to their discipline. This is not a concession to faculty preferences; it is a foundational principle of academic freedom. An institution that claimed ownership of its faculty members' peer-reviewed articles and scholarly books would be undermining the very autonomy of thought and expression that makes university research valuable.
b. Equitable sharing: Where AIU's resources contribute materially to the creation of intellectual property, the institution has a legitimate interest in the outcomes of that investment. The equitable sharing principle requires that the division of commercialization income between creators and AIU reflect the actual balance of contributions: the creator's intellectual effort and the institution's resource investment.
c. Commercialization in service of the mission: The purpose of IP management at AIU is not to generate revenue for its own sake. It is to ensure that valuable knowledge created at AIU reaches the public and contributes to Kuwait's knowledge economy, consistent with the RISE Strategy's research and innovation objectives. Licensing income that is reinvested in research infrastructure serves this purpose. IP protection that prevents useful knowledge from being applied does not.
d. Transparency and promptness: The IP process must be transparent, timely, and fair. Inventors must know what they are required to disclose, how AIU will respond to their disclosure, and what

they will receive if AIU commercializes their invention. The 90-day evaluation timeline and the defined revenue-sharing formula in this policy are the institutional commitments that make this principle operational.

e. Kuwait legal compliance: AIU manages its IP in accordance with Kuwait Law No. 64 of 1999, the 2019 Copyright and Related Rights Law, Kuwait's Patent Law, the GCC Patent Law, and Kuwait's obligations under the TRIPS Agreement and the PCT. Where Kuwait law and this policy address the same matter, Kuwait law prevails.

f. Protection of research independence: IP arrangements, particularly in the context of sponsored research, must not compromise the academic freedom and research independence of AIU's faculty. Restrictions on publication, requirements to reach predetermined conclusions, or IP terms that effectively transfer research control to an external funder are subject to review under Article 5 and may result in rejection of the sponsored arrangement.

Article 2: Intellectual Property Ownership Framework

The ownership of intellectual property created at or under the auspices of AIU is determined by the circumstances of its creation. The following ownership matrix governs all IP categories:

IP Type and Circumstances	**Ownership**	**Applicable Provisions**
Category 1: Faculty and Staff Scholarly Works (AIU does NOT claim ownership)		
Peer-reviewed journal articles, book chapters, and conference papers authored by faculty in the course of their scholarly work	Creator (faculty member)	Scholarly works exception consistent with the international academic tradition. AIU receives a non-exclusive, royalty-free license to use these works for accreditation evidence and educational assessment purposes.
Scholarly monographs, textbooks, and books authored by faculty	Creator (faculty member)	Scholarly works exception applies. AIU does not claim a royalty share in traditionally published books. Faculty retain all rights to negotiate publication agreements independently.
Creative and artistic works artworks, designs, musical compositions, films, architectural works —	Creator (faculty member)	Creative works exception applies unless the work was specifically commissioned by AIU or produced under a contract that explicitly transfers rights to AIU.

produced as a natural extension of faculty scholarship		
Educational course materials syllabi, lecture notes, course outlines developed by faculty for their own courses	Creator (faculty member) subject to AIU's non-exclusive royalty-free license for institutional use	Faculty own their course materials; AIU may continue to use them in the event of the faculty member's departure only where no alternative is immediately available and only for the balance of the academic term in which the faculty member departed.
Category 2: AIU-Owned IP (AIU claims ownership)		
Patentable inventions, discoveries, and innovations developed using AIU resources, facilities, equipment, or funding	AIU	Inventor must disclose to the Office of Research and Grants. AIU evaluates commercialization potential within 90 days. Revenue shared with inventor per Article 7.
Software, databases, algorithms, and other technology developed using AIU resources or in the scope of employment	AIU with license-back to the creator for non-commercial scholarly purposes	Creator receives royalty-free, non-exclusive license to use the software for personal research and scholarly purposes. AIU holds commercial rights. Revenue shared with creator per Article 7.
Works specifically commissioned by AIU institutional publications, marketing materials, institutional websites, institutional databases	AIU	AIU must specify commissioned status in writing before the work is created. Commissioned works carry no revenue-sharing obligation unless the commissioning agreement provides for one.

Research outputs produced under a sponsored research agreement where the sponsor's terms assign IP to the sponsor or to AIU	As specified in the sponsored agreement governed by RES-003	The sponsor agreement terms prevail over this policy. Faculty are informed of IP terms before signing or accepting a sponsored project under RES-003.
Institutional records, administrative documents, and institutional data	AIU	No revenue sharing. Administrative outputs are not treated as creative or inventive works.
Category 3: Student IP		
Student academic work essays, term papers, theses, dissertations, course projects produced to fulfil degree requirements without significant AIU resource use	Student (creator)	Student retains copyright. AIU receives a non-exclusive royalty-free license to retain and reference the work for academic purposes. Students must acknowledge AIU affiliation where the work is published.
Student work produced using significant AIU resources (laboratory equipment, institutional funding, research grants) or under a sponsored research agreement	AIU student treated equivalently to an employee for purposes of this policy	Student must disclose to the Office of Research and Grants. Revenue sharing applies per Article 7. The supervising faculty member must advise the student of this obligation before the research commences.
Student work independently created without institutional resources where the student seeks AIU support for commercialization	Student with rights assigned to AIU upon written agreement for commercialization support	Voluntary arrangement. Student may approach the Office of Research and Grants. If AIU agrees to support commercialization, a formal IP agreement is executed specifying rights and revenue sharing.

Article 3: The Scholarly Works Exception

The scholarly works exception is the most important provision in this policy from the perspective of academic freedom. It establishes that AIU does not claim ownership of intellectual property that takes the form of faculty scholarship, regardless of whether it was produced during employment hours or using standard institutional resources.

The exception applies to works that are the natural expression of a faculty member's scholarly expertise and intellectual independence: peer-reviewed publications, conference papers, monographs, textbooks, creative and artistic works, and educational materials prepared for the faculty member's own courses.

The scholarly works exception does not apply where the work was:

a. Specifically commissioned by AIU in advance, in writing, for a defined institutional purpose beyond normal scholarly work
b. Produced using significant AIU resources beyond standard salary, library access, and general computing resources, for example, where a faculty member developed an online course using AIU's technology team, graphic designers, and production budget
c. Created under a sponsored research agreement that specifies IP ownership terms inconsistent with the faculty author retaining copyright
d. A software program or database that the faculty member was specifically employed or contracted to develop for institutional use

Where uncertainty exists about whether a specific work qualifies for the scholarly works exception, the faculty member consults with the Director of Research and Grants before publication or commercialization. The Director issues a written determination within 20 working days, which may be appealed to the AVPR.

Article 4: IP Disclosure Obligations and Process

4.1 Obligation to Disclose

Every faculty member, staff member, student, and researcher who creates IP potentially owned by AIU under Article 2 must disclose that IP to the Director of Research and Grants promptly after its conception or creation, using the IP Disclosure Form. The obligation to disclose arises when the creator has reason to believe that the IP may be patentable, commercializable, or otherwise of significant value to AIU. The obligation arises regardless of whether the creator believes AIU should own the IP, the evaluation of ownership is the Director of Research and Grants's function, not the creator's.

Disclosure is particularly important before any public dissemination of potentially patentable IP, because public disclosure before filing a patent application may destroy novelty and prevent patent protection in most jurisdictions. Faculty who plans to present or publish research that may constitute a patentable invention should consult the Director of Research and Grants before submission.

4.2 Disclosure Form Requirements

The IP Disclosure Form must include:

a. A complete description of the invention, creative work, or other IP, sufficient for a person skilled in the relevant field to understand its nature and potential applications
b. The names and percentage contributions of all inventors or creators
c. The circumstances of creation: funding sources, AIU resources used, any sponsored research agreement under which the work was conducted
d. Any prior disclosures, presentations, publications, or offers to sell that have already occurred
e. Any external funding requirements that may affect IP ownership or create reporting obligations to the funder
f. A disclosure of any conflict of interest the creator may have with respect to commercialization of the IP

4.3 Evaluation Process and Timeline

Upon receipt of a complete IP Disclosure Form, the Director of Research and Grants:

a. Acknowledges receipt in writing within five working days
b. Conducts an initial assessment of the IP's category, ownership, and commercial potential within 30 calendar days, consulting with external patent or IP counsel where the IP involves complex patentability questions
c. Notifies the creator(s) in writing of the preliminary ownership determination and, where AIU claims ownership, whether AIU intends to pursue patent protection or commercialization
d. Issues a final written determination to the creator(s) within 90 calendar days of receipt of the complete disclosure form, specifying: the ownership determination; whether AIU will pursue patent protection; the proposed commercialization strategy, if any; and the creator's revenue share

Where AIU decides not to pursue patent protection or commercialization after evaluation, the creator may request that AIU release its rights to the creator. The Director of Research and Grants may approve such a release in writing; the AVPR confirms releases of IP that may have significant commercial value. A released invention becomes the creator's property and AIU retains only a royalty-free, non-exclusive license to use it for institutional research and educational purposes.

Article 5: Specific IP Provisions

5.1 Software and AI-Related IP

Software developed by faculty, staff, or students using AIU resources is owned by AIU, subject to the creator's right to a royalty-free license to use the software for their own research. Software created entirely independently of AIU resources, including personal computing equipment and time, during periods when the creator is not under an obligation to create software for AIU, is owned by the creator. Where a faculty member uses AIU's computing infrastructure to develop software as part of a research project, the ownership follows the rules in Article 2: ownership by AIU where significant AIU resources were used, with revenue sharing per Article 7.

Artificial intelligence tools may be used as assistants in the process of developing inventions or creative works, but may not be listed as inventors or authors. Where AI tools have contributed materially to an invention -- for example, where a generative AI system produced a design element or identified a novel molecular configuration -- this contribution must be disclosed in the IP Disclosure Form. The human researchers who directed the AI tool, evaluated its outputs, and made the inventive selection remain the inventors for the purposes of this policy and applicable patent law. This is consistent with the position of the USPTO, the EPO, and all major patent offices, which as of 2026 do not recognize AI systems as inventors.

5.2 Jointly Created IP

Where IP is jointly created by AIU personnel and researchers at another institution or in a collaborative project with an industry partner, the IP ownership and revenue sharing are governed by a written agreement executed before the collaborative work begins. The Director of Research and Grants negotiates and executes such agreements on behalf of AIU. In the absence of a written agreement, jointly created IP is governed by applicable law; under most international frameworks, including Kuwait law, co-creators hold IP rights jointly and neither may commercialize without the other's consent. AIU strongly discourages collaborative IP development without a prior written agreement.

5.3 IP Arising from Sponsored Research

The IP provisions of sponsored research agreements take precedence over this policy where they address the same subject. The Director of Research and Grants reviews the IP terms of every sponsored agreement under RES-003 before AIU accepts the award. Where a sponsor's IP terms are inconsistent with the scholarly works exception, for example, where the sponsor claims rights to publications arising from the research, the Director of Research and Grants, AVPR, and President determine whether the terms are acceptable. AIU does not accept sponsored research terms that require suppression of research findings or that transfer to the sponsor rights over faculty-authored scholarly publications.

5.4 Copyright in Course Materials

Faculty own the copyright in course materials they develop for their own teaching, including syllabi, lecture notes, presentations, and course websites. AIU holds a non-exclusive, royalty-free license to continue using such materials in the event of the faculty member's departure, for a transition period not exceeding the balance of the academic term plus one additional term, after which AIU must either obtain the faculty member's written permission or develop replacement materials. Faculty who develops substantially online or technology-enhanced courses using AIU's instructional design team, media production resources, or significant financial investment by AIU should discuss the resulting ownership arrangements with the Director of Research and Grants before the development begins.

Article 6: Tangible Research Property

Tangible research property (TRP), physical materials created or modified in the course of research, including biological specimens, chemical compounds, devices, prototypes, and research data in physical form, is governed as follows:

a. TRP created using AIU resources is AIU property. Faculty and students may use TRP in their ongoing research but may not transfer it to another institution or individual without a Material Transfer Agreement (MTA) executed by the Director of Research and Grants.
b. Material Transfer Agreements for outgoing TRP (AIU to external institution) require the Director of Research and Grants's approval. MTAs are executed on behalf of AIU by the Director of Research and Grants under authority delegated by the President.
c. A faculty member or student who leaves AIU and wishes to take TRP to another institution must obtain written approval from the Director of Research and Grants and the AVPR before removing any materials from AIU's premises. TRP subject to a pending IP evaluation or a sponsored research agreement may not be removed without the Director's specific approval.
d. Research data collected using AIU resources and under AIU's auspices is an AIU asset and must be managed in accordance with the data governance provisions of ADM-002 and ADM-003. Research data underlying published outputs must be retained at AIU for the minimum retention period specified in RES-002 (five years from project conclusion).

Article 7: Revenue Sharing from Commercialization

Where AIU commercializes intellectual property that it owns, the net royalty income is distributed in accordance with the following formula, applied after deduction of all direct costs of IP protection and commercialization:

Recipient	Percentage of Net Royalty Income	Notes
Inventor(s) or Creator(s)	50%	Shared equally among all qualifying inventors or creators unless they agree in writing, at the time of IP Disclosure, to a different distribution. The Director of Research and Grants confirms the distribution as part of the disclosure evaluation process.
Office of Research and Grants / AIU Research Fund	25%	Supports the costs of IP management, disclosure evaluation, patent prosecution, licensing, and the internal Research Fund under RES-001.

Inventor's School (through the Dean)	15%	Supports research infrastructure, shared resources, and junior faculty research development in the School from which the invention originated. Where multiple inventors are from different Schools, this allocation is split pro-rata by inventor contribution percentage as specified in the IP Disclosure Form.
Institutional Reserve (General Operating Fund)	10%	Supports institution-wide research infrastructure and contributes to AIU's financial sustainability. Reported to the Board Finance Committee annually as part of the research income report.

The Director of Research and Grants processes revenue distributions annually, by 31 March of each calendar year, covering royalty income received in the preceding calendar year. Where net royalty income in a calendar year is below KD 100, distribution is deferred to the following year. Where cumulative undistributed income reaches KD 500 or more, distribution occurs in the following annual cycle regardless of the annual minimum.

The President may, on the recommendation of the Director of Research and Grants and the AVPR, approve a modified revenue sharing arrangement for a specific IP asset where the standard formula would produce a clearly inequitable outcome, for example, where the creator's proportional contribution was substantially below 50% because of an unusually large institutional resource investment, or where an external partner's contribution justifies a different split. Any modification to the standard formula is documented in writing, communicated to all inventors, and reported in the Annual IP Report.

Article 8: Commercialization

The Director of Research and Grants, under authority delegated by the President, manages AIU's IP commercialization activities. The commercialization process at AIU's current scale operates as follows:

a. Where the Office of Research and Grants determines that an invention or other IP has commercial potential, the Director consults with the inventor(s) on the preferred commercialization strategy: licensing to an existing company; spin-out or start-up formation; technology transfer to a government or social enterprise; or other mechanisms. The inventor's preference is given significant weight, but AIU retains the final decision on commercialization strategy for IP it owns.
b. License agreements for AIU-owned IP are drafted by the Director of Research and Grants with external IP legal counsel and executed by the President on behalf of AIU. The inventor has no authority to negotiate or execute license agreements on AIU's behalf and may not do so under any circumstances. The inventor may participate in negotiations as a technical adviser to the Director of Research and Grants.

c. Where AIU determines not to commercialize a disclosed invention within 12 months of the final disclosure evaluation, and the creator requests a release of rights, the Director of Research and Grants may process the release as described in Article 4.3. The 12-month period may be extended by six months where active commercialization discussions are in progress.
d. Commercialization activities must comply with FAC-010 (Faculty Conflict of Interest Policy) and FAC-011 (Faculty Professional Consultancy Policy). A faculty inventor who has a financial interest in a company that is a proposed licensee of AIU-owned IP has a conflict of interest that must be managed under those policies.
e. AIU may, where appropriate, support faculty or student inventors in forming spin-out companies to commercialize AIU-owned IP. Support may include: negotiating a license of the IP to the spin-out on reasonable terms; facilitating connections with investors; and providing institutional endorsement through the Office of Research and Grants. AIU's support for a spin-out does not constitute an institutional investment in or endorsement of the company for purposes other than the license relationship. The terms of any spin-out IP license are governed by this policy and executed by the President.

Article 9: Use of AIU Name, Logo, and Institutional Identity

The following restrictions on the use of AIU's institutional identity in connection with intellectual property apply to all creators:

a. Faculty, staff, and students may identify their AIU affiliation as part of their professional credentials in connection with commercially developed IP or spin-out companies. This means they may state 'formerly of / currently at American International University, Kuwait' as biographical information.
b. Faculty, staff, and students may not use the AIU name, logo, or brand in any commercial context without the prior written approval of the President or the President's designated communications officer. This prohibition applies to: product branding; company names; marketing materials; investment pitches; and any other context in which the institutional brand could be understood as an endorsement.
c. Research publications and scholarly outputs may and should identify AIU affiliation using the standard academic format: 'Author Name, School/Department, American International University, Kuwait.'
d. Where AIU has executed a license agreement for specific IP, the use of the AIU name in connection with that licensed IP is governed by the terms of the license agreement.

Article 10: Dispute Resolution

IP ownership and revenue sharing disputes are resolved through the process described in the following table. All dispute processes are confidential. Participation in a dispute process is not a violation of any AIU policy, and no person may be penalized for raising a good-faith IP dispute:

Dispute Category	Resolution Pathway	Timeline
Ownership of IP (faculty vs AIU)	Step 1: Creator submits written dispute to the Director of Research and Grants with supporting evidence. Step 2: Director of Research and Grants conducts a factual review and issues a written determination within 30 days. Step 3: Creator may appeal to the AVPR, who appoints a three-person IP Review Panel (one faculty, one administrator, one external expert) within 20 days of receipt of appeal. Step 4: IP Review Panel issues a written recommendation to the AVPR within 30 days. Step 5: AVPR issues a final institutional decision in writing. The President's office is notified of all IP ownership disputes and their outcomes.	Step 1-2: 30 days; Step 3-5: 50 days; Total maximum: 80 days from initial dispute filing
Revenue distribution (among multiple inventors)	Step 1: Any inventor may raise a distribution dispute in writing to the Director of Research and Grants within 30 days of receiving a distribution statement. Step 2: Director facilitates a structured conversation among the inventors within 15 days. Step 3: If unresolved, the AVPR appoints a mediator (from AIU faculty or an external body) within 10 days. Step 4: Mediator's recommendation is binding unless the AVPR determines it is clearly inequitable, in which case the AVPR issues a final determination.	Step 1-2: 45 days; Step 3-4: 30 days; Total maximum: 75 days
Authorship credit in scholarly publications (not IP ownership)	Governed by FAC-004 (Faculty Professional Ethics Policy). RES-004 does not govern authorship credit in publications. The Director of Research and Grants may facilitate informal mediation were requested but does not adjudicate authorship disputes.	Per FAC-004 process

Student IP ownership disputes	Step 1: Student raises dispute in writing to the Director of Research and Grants. Step 2: Director reviews and issues determination within 30 days. Step 3: Student may appeal to the VPSA and AVPR jointly within 10 days of the determination. Step 4: VPSA and AVPR issue a joint final determination within 20 days.	Maximum 60 days

Appeals from the IP Review Panel's recommendations, where the AVPR's decision is challenged by the creator, may be referred to the President for a final institutional determination. The President's decision is final within the institution. Nothing in this dispute process limits a party's right to seek legal advice or, where a determination is final, to pursue remedies under Kuwait law.

Article 11: Roles and Responsibilities

Role	**Intellectual Property Responsibilities**
Director, Office of Research and Grants	Serves as AIU's primary IP management officer; receives and evaluates IP Disclosure Forms; coordinates with external patent and IP counsel; manages the IP Register; executes license agreements under authority delegated by the President; distributes net royalty income; produces the Annual IP Report; manages IP disputes at first instance; provides IP awareness training to faculty and students
Assistant Vice President for Research (AVPR)	Institutional accountability for the IP policy; receives Annual IP Report; adjudicates ownership disputes at the appeal stage; appoints the IP Review Panel where required; ensures that the IP policy's academic freedom protections (particularly the scholarly works exception) are maintained
President	Signs all IP assignment agreements, license agreements, commercialization contracts, and material transfer agreements on behalf of AIU; receives notification of all IP ownership disputes and their resolution; authorizes exceptions to the revenue-sharing formula in exceptional circumstances on recommendation of the Director of Research and Grants and the AVPR
Deans	Ensure that all faculty in their School are aware of their IP disclosure obligations; advocate for their School's 15% revenue allocation to be directed

	to research infrastructure priorities; notify the Director of Research and Grants where student research in their School may generate disclosable IP; participate in IP Review Panel proceedings where their School's research is involved
Faculty Members	Disclose all potentially patentable or commercializable IP to the Director of Research and Grants promptly after conception or creation; cooperate with the Office of Research and Grants in evaluation, protection, and commercialization; comply with the AIU name and logo use restrictions in Article 9; maintain confidentiality of undisclosed IP; ensure that student researchers under their supervision understand their IP obligations
Students	Disclose to the Office of Research and Grants any IP developed using significant AIU resources or under a sponsored research agreement; seek guidance from their supervisor and the Director of Research and Grants before publishing or commercializing IP developed in connection with AIU research; comply with any assignment obligations arising from the circumstances of the IP's creation
Finance Department	Receives royalty income and other IP-derived revenue; processes distributions to inventors, the Research Fund, Schools, and the institutional reserve per Article 7; maintains financial records of all IP-related transactions; reports IP income to the VP Finance and Administration as part of the Annual Research Income Report

Article 12: Assessment and Annual Reporting

IP governance effectiveness is assessed annually using the following Key Performance Indicators:

KPI	Measurement	Target
IP disclosures filed	Number of IP Disclosure Forms received by the Office of Research and Grants per academic year	Positive trend year-on-year as research activity grows; target of at least 5 disclosures per year by AY 2028-29

Disclosure evaluation timeliness	Percentage of IP disclosures for which the Office of Research and Grants issues a written determination within 90 calendar days of receipt of a complete disclosure	>=95% within 90 days
Commercialization actions initiated	Number of patent applications filed, licenses executed, or commercialization agreements initiated per academic year	At least 1 commercialization action per year by AY 2027-28
Revenue distribution timeliness	Percentage of net royalty distributions made within the timelines specified in Article 7	100% no distribution delayed beyond the stated timeline without written notification to all recipients
IP training completion	Percentage of full-time faculty who have completed IP awareness training (the IP provisions of this policy, the Kuwait IP legal framework, and the disclosure process) per academic year	>=80% of full-time faculty per year
IP dispute rate	Number of formal IP ownership or distribution disputes filed per academic year	Reported for trend monitoring; no target set for early years zero disputes is aspirational but not a KPI; the existence of disputes may indicate awareness of rights, which is positive

The Director of Research and Grants produces the Annual IP Report by 30 November each year, covering the preceding academic year. The Report is submitted to the AVPR and shared with the VP Finance. The AVPR presents a summary to the President, who reports to the Board Academic Affairs Committee. The Annual IP Report includes:

- Number of IP disclosures received, by category and School
- Summary of ownership determinations: AIU-owned, creator-owned (scholarly works exception confirmed), jointly owned, or transferred

- IP actions taken: patent applications filed, licenses executed, MTAs executed, spin-outs supported
- Commercialization income received: gross and net royalty income and distribution record
- IP disputes: number, nature, and resolution outcomes
- IP awareness training completion rates
- Assessment of AIU's IP management capacity and priorities for the following year

Procedures

IP Disclosure and Evaluation

1. The creator downloads the IP Disclosure Form from the Office of Research and Grants and completes all required sections as specified in Article 4.2. The creator submits the completed Form to the Director of Research and Grants by email or in person.
2. The Director of Research and Grants acknowledges receipt within five working days and reviews the Form for completeness. Incomplete Forms are returned to the creator with a written statement of missing elements within five working days; the evaluation timeline begins only on receipt of a complete Form.
3. The Director conducts the initial ownership assessment within 30 calendar days, consulting with external IP counsel where required. The Director issues a preliminary ownership determination to the creator in writing, specifying whether AIU claims ownership and whether AIU proposes to pursue patent protection or other IP protection.
4. Where AIU claims ownership and proposes to pursue patent protection, the Director, in consultation with the creator, instructs external patent counsel to conduct a prior art search and provide a patentability assessment within 45 calendar days of the preliminary determination.
5. The Director issues the final written determination within 90 calendar days of receipt of the complete IP Disclosure Form, specifying ownership, commercialization intention, and revenue sharing terms. The creator may appeal the determination under Article 10.
6. Where AIU proceeds with patent prosecution or commercialization, the creator signs any required assignment documents, cooperation agreements, and patent prosecution authorizations. The creator receives a copy of all filed patent applications and all license agreements relating to their invention.

Revenue Distribution

1. The Director of Research and Grants compiles the annual royalty income report by 28 February each year, covering all royalty income received in the preceding calendar year for each IP asset in the IP Register.
2. For each IP asset generating royalty income, the Director calculates the net royalty income by deducting direct IP protection and commercialization costs incurred in the year from gross royalty income. The Director prepares a distribution statement showing the amounts payable to each recipient under the formula in Article 7.

3. The distribution statement is reviewed by the VP Finance and Administration for accuracy and completeness before distribution is processed. The VP Finance confirms that the calculations are consistent with the documented IP protection costs and the terms of the applicable license agreements.
4. The Finance Department processes distributions to individual creators via payroll or direct payment, and to the Research Fund and School accounts via internal transfer, by 31 March of each year. Each creator receives a written distribution statement confirming the gross income, deductions, and net distribution.
5. Where a creator disputes their distribution amount, they file a written dispute with the Director of Research and Grants within 30 days of receiving the distribution statement, following the dispute resolution process in Article 10. The disputed portion of the distribution is held in an institutional account pending resolution.

President Signature	Signature: ________________________ Date: __________