

Faculty Entrepreneurship / Technical Start-ups Policy and Procedure

1. Purpose

- 1.1. Following are the guideline for “Faculty Entrepreneurship/Technical Start-up”, for the full-time faculty members of National University of Computer and Emerging Sciences (NUCES), Pakistan. The guidelines are limited to technical and innovative start-ups that aim to commercialize research conducted at NUCES Campuses.
- 1.2. The Faculty Entrepreneurship, for the purpose of this policy, is defined as the involvement of NUCES faculty in:
 - 1.2.1. founding or management of a technical start-up,
 - 1.2.2. holding significant share/equity of the company,
 - 1.2.3. as member of the governing board of the start-up,
 - 1.2.4. as recipient of a share of revenue of the start-up.

2. Scope

- 2.1. The policy covers the grant of permission to full-time NUCES faculty members to participate in “Faculty Entrepreneurship”, as defined in (1.2) to encourage faculty members initiating /actively participating in setting up commercialization opportunities.
- 2.2. The policy defines the objectives, eligibility criteria for the applicants seeking to creating new start-ups, the evaluation criteria for approval of applications, the procedure for submission of applications, their evaluation, and requirements of periodic reporting to the university on the progress of the start-up.

3. Objectives

- 3.1. To encourage faculty members to commercialize their research.
- 3.2. To encourage involvement of faculty members in industrial collaborative activities to better incorporate the state of art in their university courses.
- 3.3. To support the university in meeting commercialization requirements set by HEC.
- 3.4. To attract and retain high quality faculty members by providing an opportunity for commercialization of research.

4. Eligibility criteria for a technical start-up

- 4.1. Faculty member must be a “full-time” faculty member at any of the campuses of the university.
- 4.2. Faculty member must have been a full-time faculty member for more than 1 year.
- 4.3. The start-up must be based on some research work (as part of internal or externally funded project, student final year project, or student research thesis or any other research/innovation work carried out at NUCES). A licensing agreement, granting the start-up the right to use the university IP at no initial cost for 2 years, shall be signed between the university and the start-up.
- 4.4. The financial terms / license fee shall be re-negotiated between the university and the start-up after the expiring of no initial cost license. The university may leverage licencing fees for re-newel of license (in particular for cases where Patents are owned/partially owned by university).

5. Evaluation criteria for a technical start-up

- 5.1. Faculty member must have published one journal paper (at least online with a DOI number), with the impact factor journals appearing in Journal Citation Reports by Web of Science Group (JCR) within two years prior to the date of application with NUCES affiliation.
- 5.2. Faculty member must have completed or currently be involved as a *Principal Investigator* or *Co-Principal Investigator* of an externally funded research project of significant funding amount within the last five years.
- 5.3. The start-up should align with the ongoing research at the university and the university degree programs.
- 5.4. The start-up should be related to emerging technologies and should be aiming to commercialise the research of faculty members or research projects.

6. Procedure for submitting the application

- 6.1. Applications may be submitted at any time.
- 6.2. Application must be submitted on the prescribed form (Annex -I) with all the required information.
- 6.3. A brief business plan must be provided using the form provided in Annex-II.
- 6.4. Following information should be provided on the prescribed form:
 - 6.4.1. Technical domain of the start-up
 - 6.4.2. Research outputs /technologies/products that the start-up aims to commercialize,
 - 6.4.3. A transfer/commercial usage of Intellectual Property required from the university should be explicitly listed (see Intellectual Property Rights (IP) Policy available at university website).
 - 6.4.4. List of NUCES faculty members and staff involved in the start-up
- 6.5. Applications must be submitted through the campus Director office.

7. Procedure for evaluating the application

- 7.1. The Campus Director shall provide comments, recommend the application and forward the application to ORIC.
- 7.2. ORIC shall evaluate and recommend the application using the criteria provided in *Section 5*).
- 7.3. For final approval, the cases shall be presented to the RECTOR NUCES for approval. The decision by the RECTOR is final in this regard.

8. Mandatory periodic (six monthly) deliverables of the start-up

- 8.1. Approximate business/funds being generated by the start-up.
- 8.2. Number of employments created by the start-up.
- 8.3. Summary of industry partnerships generated by the start-up.
- 8.4. Patents held by university being commercialized by the start-up.
- 8.5. Any new patents registered by the start-up
- 8.6. Marketing material / evidence of commercialization activities by the start-up

9. Other terms and conditions

- 9.1. The approval for a start-up does not imply any kind of financial or legal liability of the university.

- 9.2. The applicant shall be responsible for ensuring that the start-up does not engage in any activity that may bring disrepute to the university.
- 9.3. The university shall not provide any infrastructure or financial support for the established start-up as part of this approval. Any support required from the university should be requested separately, through the respective campus Directors.
- 9.4. The start-up must notify the campus Director and the ORIC office in case it employs (or in any form provides honorarium/ stipend/ or pays compensation to) any university staff or faculty members.
- 9.5. No workload exemption shall be provided to the applicant for creating /managing the start-up.
- 9.6. Applicants are expected to complete all their obligations and responsibilities assigned to them by the university.
- 9.7. While the faculty members may be involved in the start-ups, they cannot hold sole management role in the company. A full-time *Chief Executive/ Managing Director/ Chief Operations Officers* or equivalent position should be filled for managing day-to-day operations of the company.
- 9.8. The start-up may not engage university students in a manner that creates conflict of interest (for example, by utilizing work completed by students as part of their courses).
- 9.9. The university has the right to advertise the start-up and its product descriptions and marketing materials, and other disclosed information (such as number of jobs created) for promotional activities, and for meeting documenting requirements of HEC, ranking /accreditation bodies, etc.
- 9.10. The university has the right to terminate the agreement allowing use of its Intellectual Property, in case the start-up fails to meet the mandatory periodic reporting requirements.

Declaration

I/We, _____ declare that

- 1) The start-up shall abide by accepted ethical norms and shall not engage in any business activity that brings disrepute to the university.
- 2) The start-up is not violating any intellectual property rights and necessary IP rights exemptions are stated in the application.
- 3) The university is not liable for the any actions or practices of the start-up

Primary applicant's signatures:

Name & signature of other NUCES faculty/staff part of startup:

Date:

Note:

- (1) Attach Business Plan. (Annex-III)
- (2) Attach IP licensing agreement (Annex - II)
- (3) Attach list of impact factor publications in last 2 years
- (4) Attach list of externally funded projects in last 5 years
(Title, Role (PI or Co-PI), Funding agency, grant amount, start & end date)

SECTION - IV

Recommendation by Director Campus

Comments:

Recommended

Not Recommended

Name:
Date:

Signatures:

SECTION - V

Recommendation by Director ORIC

Comments:

Recommended

Not Recommended

Name:
Date:

Signatures:

Approval by Rector

Approved

Not approved

Name:
Date:

Signatures:

Annex – II

Intellectual Property Agreement

(On Stamp paper)

Parties

This Intellectual Property Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____ (hereinafter referred to as the “**University**”) and _____ with an address of _____ (hereinafter referred to as the “**Faculty Member**”) (collectively referred to as the “**Parties**”)

Intellectual Property

The Parties hereby agree that the University assigns IP rights to the Faculty Member of the IP titled: _____”. For the initial fee of Rs _____ for the duration of two years. The detailed description of the IP is attached in Annex-I.

Intellectual Property includes, but is not limited to, trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets, algorithms, codes, inventions, processes, software, formulas, ideas, concepts and developments etc.

Terms

1. This Agreement will begin on _____ and will remain in effect until _____. (maximum of 2 year from the date of signing)
2. The Faculty Member will share the mandatory deliverables with ORIC office every six months.
3. The Faculty Member is not allowed to outsource the IP right to any third party with fee or without any fee without the approval of the University.
4. The Faculty Member will not share confidential information regarding the IP rights to anyone.
5. After the termination of this Agreement, The Faculty Member is not allowed to use IP in any manner, without renewing the agreement.
6. In case of any dispute a committee will be made (by taking members from both sides, or from other university/IP office) to solve the issue.

7. The Maximum duration of this agreement will be two years for the date of signing.
8. Failure to abide the rules and regulation will lead to the immediate termination of the agreement.

Signature and Date

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

On behalf of University

Name: Director ORIC

Signature: _____

Date: _____

On behalf of University

Name: Rector

Signature: _____

Date: _____

On behalf of startup

Name: _____

Signature: _____

Date: _____

Annex - III

Brief Business Plan (2 Pages maximum)

1. Executive Summary highlighting the goal of the startup
2. Identified Services Gap/ Market potential / Target Audience
3. Existing Competition
4. High level description of proposed product/service to be offered
5. Revenue Model / Revenue projections
6. Timeline and metrics to be used for monitoring progress