

**A Comprehensive Intellectual Property Policy
for Research and Development Funded by
the National Science, Technology and Innovation Plan**

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للعلوم والتقنية KACST

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1.0 Definitions

- 1.0.1 "**Fund**" or "**Funding**" shall mean and include all monetary and non-monetary resources provided by the Government to a Recipient or Recipients through any program under the purview of the National Science, Technology and Innovation Plan ("**NSTIP**").
- 1.0.2 "**Funding Agreement**" means any contract, grant, or cooperative agreement entered into between any Government agency, Ministry or a Department of the Government or auspices thereof, and any Recipient or Recipients for the performance of experimental, developmental, investigative, or research work in whole or in part. It includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, investigative, or research work under a Funding Agreement, as herein defined.
- 1.0.3 "**Government**" shall mean the national Government of the Kingdom of Saudi Arabia (KSA) and its agencies, i.e., KACST, a Ministry, a Department of the Government or any auspices thereof that provides, has provided or intends to provide Funds to a Recipient through NSTIP.
- 1.0.4 "**Intellectual Property**" ("**IP**") is defined as intangible (non-physical) property which includes, but is not limited to, scientific or scholarly discoveries, technical data, copyrights whether in common law or by statute, and inventions and improvements thereof whether provided in the Invention Disclosure Form or otherwise, and pertaining to, but not limited to, compositions of matter, processes, methods of manufacture, apparatus, systems and/or machines, patents, pending patent applications, utility models, design models, trade secrets, trade dress, industrial designs, computer software, computer programming code of any sort, i.e., source code, object code, etc., and documents or materials pertaining to the programming code and/or computer software, layout designs and/or processes for manufacturing integrated circuits, trademarks whether in common law or by statute, official marks, service marks, domain names, moral rights related to copyrighted material, literary, artistic, musical or visual works, mask works, and all applications, registrations, and/or renewals in connection with copyrights and trademarks, and know-how; or other such intellectual property. It includes any subject matter that has the capability of being protected under any of the aforementioned categories.
- 1.0.5 "**Invention Disclosure Form**" shall mean a certain form upon which a natural person or persons describes his or her invention and submits it to the IP Management Unit (as defined below) for evaluation of patentability or other means of intellectual property protection.

- 1.0.6 **"Inventor"** shall mean the natural person or persons who first invented, developed, contributed, or created the IP to be evaluated and protected.
- 1.0.7 **"IP Management Unit"** means the body established under the provisions of this Policy to manage all aspects of the IP Rights(as defined below) generated through NSTIP Funding and/or a Funding Agreement, including the protection, commercialization and enforcement or defending thereof.
- 1.0.8 **"IP Portfolio"** shall mean the accumulation of all the IP owned, controlled, acquired, licensed and/or maintained on behalf of KACST.
- 1.0.9 **"IP Incentives Program Award"** shall mean any award granted under this Policy including Patent Awards, Trade Secret Awards, Technical Publication Awards and Plateau Achievement Awards.
- 1.0.10 **"IP Rights"** shall be defined to include: *Ownership* (legal title to the IP, and subject to an agreement to the contrary, all of the following rights: *Rights to Use* (for scholarly and academic purposes, for public purposes by the Government, its contractors or assigns or the general public, or for commercial purposes by the private sector); *Control* (the ability to decide where and when to file IP protection and the sought after scope of such IP protection, if and how to develop IP into products/services, where to market products, services, etc.); *Economics* (any and all revenue and costs related to IP protection, including enforcement or defending thereof, development and marketing and setting any and all Awards programs); *Attribution* (who claims credit for inventing and/or developing IP, subject to the laws of any filing jurisdiction); and *Risk Management* (product liability, infringement claims and regulatory compliance).
- 1.0.11 **"National Intellectual Property Program"** shall mean the comprehensive, organization-wide program that sets forth the strategies for acquiring, maintaining and/or exploiting IP for KACST.
- 1.0.12 **"Patent Award"** shall mean any award given to an Inventor relating to the attainment of patent protection for a particular invention, which may include, as examples, a Disclosure Submission Award, Invention File Award, Invention Issuance Award, High Value Patent Award , Patent Proof Development Award, and/or a National Achievement Award.
- 1.0.13 **"Plateau Achievement Award"** shall mean an additional award granted to an Inventor who has achieved a certain level of points under the IP Incentives Program Award.
- 1.0.14 **"Research Performing Organization"** means universities or other institutions of higher education, institutions established for purposes of research or any non-profit scientific or educational organization engaged in scientific research.

- 1.0.15 "**Recipient**" or "**Recipients**" means any institution, non-profit organization(s) or any other entity, organization or individual, that receives money for research and development under a Funding Agreement with the Government.
- 1.0.16 "**Royalties/Income**" includes all revenues generated through the Utilization, including licensing, assignment, use, or sale, of IP that are created through Funding under a Funding Agreement.
- 1.0.17 "**Technical Publication Award**" shall mean an award granted to an Inventor for the publishing of an article or conference materials.
- 1.0.18 "**Trade Secret Award**" shall mean an award granted to an Inventor relating to the attainment of trade secret protection for a particular Invention .
- 1.0.19 "**Utilization**" means to manufacture in the case of a composition of product, article of manufacture, machine or system, to practice in the case of a process or method, or to operate or use in the case of an article of manufacture, machine or system, or commercialization, or in any other manner so as to ensure that the IP is commercialized and/or that its benefits are available to the public or to the Government on behalf of the public to the extent permitted by law or Government regulations.

2.0 Overview

- 2.0.1 The Kingdom of Saudi Arabia (KSA) is investing in research and related activities that enable the creation and application of new knowledge leading to economic prosperity. The conduct of NSTIP-funded research may result in the production of a range of research materials, intangible assets and tangible assets including: (1) ideas, research findings, software, data, specifications, drawings, documents ("**Research Materials**"); (2) interim and final project reports ("**Project Reports**"); (3) academic publications, academic presentations and theses ("**Academic Reports**"); and (4) other IP. This new knowledge may take the form of discoveries, creations, inventions, processes, including tangible material such as plant varieties, prototypes, biological matter and data; or other potentially marketable forms of intellectual property. To realize the Kingdom's goals, this knowledge including the intangible assets and tangible assets noted above should be appropriately developed, managed, protected and/or commercialized.
- 2.0.2 This *Comprehensive IP Policy for Research and Development Funded by NSTIP* shall be referred to as "**the Policy**". It provides the framework to ensure that IP generated through Funding made possible by the National Science, Technology and Innovation Plan is protected and leveraged for the greatest economic benefit of KSA.

- 2.0.3 This Policy is national in scope. It specifies parameters for assignment of ownership rights of all IP generated through NSTIP-funded research, imposes responsibility on various parties, and specifies their obligations with regard to the creation, management and exploitation of IP generated using Funding from NSTIP.
- 2.0.4 This Policy sets forth mechanisms for IP protection, commercialization, ownership and maintenance, and prescribes incentives for researchers to encourage creativity and innovation in the Kingdom.

3.0 Statement of Purpose

3.1 Purpose of the Policy

- 3.1.1 The purpose of this Policy is to define the ownership rights for Intellectual Property (IP) that is created through NSTIP-funded research and development activities. The Policy describes the conditions under which ownership of Intellectual Property generated through NSTIP-funded research and development activities may be claimed, as well as the mechanisms by which participation is encouraged in enhancing the value of and sharing in the rewards of Intellectual Property development and commercialization.
- 3.1.2 Innovation is a prerequisite for any country to compete in the current global environment. With the adoption of the NSTIP, the Government of KSA has committed to building capacity for innovation and has started investing large funds in research and development. To promote creativity and to reap economic benefits of any significant magnitude through innovation, KSA must generate, adapt and apply IP generated through Research and Development (R&D). To provide incentives for innovation, it is necessary to develop a framework in which the Utilization and regulation of IP is activated.
- 3.1.3 The Policy assigns rights to and imposes obligations on relevant stakeholders at each stage of the innovation management cycle. The Policy's framework identifies an incentive structure to create IP and the mechanism for its protection, Utilization and regulation. In doing so, the Policy promotes collaboration between government, private enterprises and non-government organizations, promotes commercialization of IP generated and promotes a culture of innovation in the country.
- 3.1.4 The Policy intends to provide Saudi industry (particularly Saudi small and medium enterprises) with preferential access to IP generated using Government funding so as to enable economic gains through new technology company creation and funding within KSA.
- 3.1.5 This Policy is developed with the intent of accelerating the pace of innovation in the country while reducing the burden on the Research Performing Organization of managing

the complex process of IP management and commercialization. The ultimate objective of this Policy is to enable access to innovation to all significant stakeholders for the public's good.

3.2 Applicability of the Policy

- 3.2.1 This Policy applies to the whole of KSA.
- 3.2.2 The Policy applies to all research conducted using Funds allocated through the National Science, Technology and Innovation Plan, irrespective of the type of Funding, and the nature, location or focus of the research activity.
- 3.2.3 This Policy is applicable to all personnel of Research Performing Organizations receiving NSTIP Funding. It also applies to non-recipients and organizations associated with any activity of the Recipient with direct relevance to the funded activity.
- 3.2.4 This Policy is applicable to research and development activities jointly funded through NSTIP and non-governmental entities.
- 3.2.5 This Policy is also applicable to recipients of government scholarships and fellowships through NSTIP who engage in research and development with Research Performing Organizations in KSA.
- 3.2.6 This Policy may apply to non-NSTIP funded research based on mutual agreement between KACST and the concerned parties.

3.3 Exclusions from the Scope of the Policy

- 3.3.1 The Policy does not apply to research and development activities conducted by Research Performing Organizations in KSA without the use of NSTIP Funding, unless as specified in 3.2.6
- 3.3.2 Research and development activities sponsored by the private sector will be guided by specific agreements between the Research Performing Organization and the private sector entity sponsoring the activity.
- 3.3.3 The Policy excludes IP created by the personnel of a Recipient(s) where such IP is created without the use of significant resources of the Recipient and not connected with the profession for which the personnel is employed.
- 3.3.4 The Policy excludes all background IP, i.e., IP created by a Research Performing Organization prior to the start of the research activity for which NSTIP Funding was used by the Recipient(s) and their collaborators.

4.0 Ownership of IP

4.1 Ownership of IP Created through NSTIP-Funded Research

- 4.1.1 Intellectual Property generated through research conducted using NSTIP Funding will be owned by the Government. Such ownership will immediately vest with KACST and the university or the Research Performing Organization at which the research was conducted, immediately upon the disclosure of the invention by an individual or the Research Performing Organization.
- 4.1.2 KACST will act as the custodian of all IP assets generated through NSTIP Funding. It will serve the best interests of the country and the Government, by making the IP available for commercialization at the right opportunity and by the right party, at the discretion of KACST.
- 4.1.3 KACST will deploy competent personnel to negotiate on behalf of and represent the Government in all matters of IP created through NSTIP Funding.
- 4.1.4 KACST will maintain objectivity, neutrality and transparency in the selection of commercialization vehicle(s).
- 4.1.5 KACST will ensure that Saudi enterprises (especially Saudi small and medium enterprises) are given preferential access to the national IP portfolio, when appropriate.
- 4.1.6 KACST will ensure that the Research Performing Organizations are given immediate, unlimited access to the IP created at the respective institutions for research and education purposes.
- 4.1.7 KACST will apply, at its sole discretion for, obtain, and maintain IP Rights or other forms of protection in KSA and in foreign countries on IP developed using NSTIP Funding.

4.2 Ownership of IP Created through R&D Jointly Funded by NSTIP and Non-governmental entities

- 4.2.1 In cases where research and development activities are jointly funded by NSTIP and non-governmental entities, ownership of IP will vest equally with KACST, the institution where the research was conducted, and the non-governmental entity co-funding such research.

5.0 Management of IP

5.1 Funding Agreement

- 5.1.1 Every recipient accepting Funding shall, through the appropriate signatories, sign and ratify a Funding Agreement with the concerned Government Agency in accordance with the various provisions of this Policy.
- 5.1.2 Where no Funding Agreement has been entered into between the Recipient(s) and a Government agency, a standard Funding Agreement as prescribed by KACST shall be signed and accepted by the parties and it shall bind them contractually.

5.2 IP Management Unit

- 5.2.1 An IP Management Unit will be established under the framework of this Policy as a body responsible for all aspects of management of IP and IP Rights created through the NSTIP Funding, where commercialization rights are vested with KACST.
- 5.2.2 The IP Management Unit will have adequate human capital and financial resources to make informed recommendations to KACST on matters relating to the filing and protection of IP, technology transfer opportunities and commercialization strategies.
- 5.2.3 The IP Management Unit will build IP awareness in the research community through training and knowledge exchange programs.
- 5.2.4 The IP Management Unit will design and implement an incentives program to encourage creativity and invention.
- 5.2.5 The IP Management Unit will undertake all necessary steps to protect and administer rights to Government-owned IP under this policy on behalf of the Government, either directly or through contract, including acquiring rights for, and administering royalties to, the Government in any invention or other IP defined and in accordance with this Policy.
- 5.2.6 Acting on behalf of KACST, the IP Management Unit will assist in the transfer of custody and administration, in whole or in part, to another Government agency, of the right, title, or interest in any Government-owned invention or other IP, when appropriate.

5.3 Disclosure

- 5.3.1 Any IP created by or under the control of a Recipient(s) under a Funding Agreement shall be disclosed to KACST and the concerned funding agency within 60 days, but not later than 90 days, after the date of actual knowledge of the existence of such IP.
- 5.3.2 Disclosure is a critical part of the process of protecting IP. It formally documents the identity of the first inventor(s), the date of creation of the IP and other details. The inventor(s) shall assign their rights to the Recipient(s)/organization, which in turn will assign these rights to KACST.

5.4 Obligations of Recipients of NSTIP Funding

- 5.4.1 A Recipient is obligated to disclose all inventions to KACST within the timeframe stipulated in this Policy. If a Recipient fails to disclose such inventions within the stipulated time, the funding agency may elect to discontinue Funding of the research activity.
- 5.4.2 A Recipient must develop an appropriate structure to coordinate all IP-related matters with the IP Management Unit.
- 5.4.3 All employees, directors and officers of a Recipient organization will be notified, in writing, of the existence of this Policy upon adoption of the Policy (for those whose employment predates the Policy) or upon initiation of employment (for those who join after the Policy is established); thereafter, employees, directors and officers will be notified, in writing, of any changes to the Policy. Acceptance of and adherence to the Policy is assumed by virtue of the initiation or continuation of employment at the Recipient organization.
- 5.4.4 A Recipient organization must notify, in writing, all visiting researchers, as well as researchers from collaborating institutions who take part in research activities funded by Saudi Government agencies, or other contractors, of this Policy. Any Funding Agreement or collaborative research agreement between a Recipient of Saudi Government Funding and partner institutions must refer to this Policy.

5.5 Obligations of the IP Management Unit

- 5.5.1 The IP Management Unit is obligated to establish the necessary forms, protocols and processes for management of IP vested with KACST. The IP Management Unit shall communicate with the Research Performing Organization regarding the steps being considered within 60 days of receiving an invention disclosure.
- 5.5.2 The IP Management Unit will work to recognize and publicize appreciation for individuals achieving invention disclosure goals. The IP Management Unit may establish new inventor communities or a mentor program to advance innovation, host appreciation events, and publicly recognize inventors at industry conferences or in appropriate trade publications. The IP Management Unit may also sponsor other events designed to promote the intellectual property policy and programs generally.
- 5.5.3 The IP Management Unit will build IP awareness in the research community in KSA. The IP Management Unit will periodically conduct interactive training sessions and presentations by intellectual property specialists or innovation leaders.
- 5.5.4 The IP Management Unit will prepare periodic reports, including an annual report, to be presented to the Supervisory Committee governing NSTIP and published for public knowledge.

5.6 Obligations of KACST

5.6.1 This policy obligates KACST to allocate sufficient resources to establish an IP Management Unit and manage all aspects of the management and commercialization of IP.

5.7 Infringements, Damages, Liability, and Indemnity

5.7.1 As a matter of policy, KACST shall, in any contract or other agreement between KACST and an unrelated third party in any transaction involving technology transfer, assignment, license, Utilization or other types of commercialization, seek indemnity against any and all legal proceedings including, without limitation, for manufacturing defects, production problems, design guarantee, infringement, and other commercialization liabilities.

5.7.2 KACST shall retain the right, at its sole discretion, to engage in any litigation concerning IP matters including infringement matters and other contractual issues resulting from any infringing activities, license or other agreement in accordance with the Funding Agreement.

5.8 Management of IP Created through R&D Jointly Funded by NSTIP and Non-governmental entities

5.8.1 In cases where IP is created through research jointly funded by NSTIP and non-governmental entities, management of IP will be guided by a specific agreement between KACST and the non-governmental entity co-funding research.

5.8.2 The Research Performing Organization receiving joint Funding will disclose all inventions to all funding entities and to KACST.

5.8.3 The IP Management Unit will be responsible for all aspects of management of IP Rights if the co-funding non-governmental entity is not interested or is not capable of managing such IP.

5.8.4 In cases where the co-funding non-governmental entity is interested and capable of managing IP, the entity must initiate management activities within 30 days of receiving invention disclosure information from the Research Performing Organization entity, failing which the IP Management Unit will initiate and assume the IP management process. The co-funding non-governmental entity shall manage such activities in accordance with the specific agreement between KACST and the non-governmental entity co-funding research and the guidelines set forth in the Policy.

6.0 Commercialization of IP

6.1 Commercialization of IP Created through NSTIP-Funded Research

- 6.1.1 Under the framework of this Policy, the Saudi Technology Development and Investment Company (“**STDIC**” or “**Taqnia**”) will be the primary vehicle for the Government to commercialize Government-owned IP.
- 6.1.2 Taqnia will have the “first right of refusal” on commercialization of any specific IP created through NSTIP Funding. Taqnia will receive non-exclusive license to such IP for commercialization.
- 6.1.3 Taqnia will determine the best and the fastest approach to commercialization. When deemed appropriate, Taqnia may partner with Saudi and non-Saudi enterprises for commercialization of such IP. Preference will be given to Saudi enterprises, particularly Saudi small and medium enterprises where reasonable, substantially manufacturing products in KSA.
- 6.1.4 In the instances where Taqnia partners with private entities for commercialization of specific IP, the private entity will enter into an agreement with Taqnia and KACST.
- 6.1.5 KACST will be responsible for coordination of all IP matters with Taqnia and will inform Taqnia of the availability of any commercializable IP within 30 days of such qualified IP being disclosed to it.
- 6.1.6 Taqnia will make the determination and inform KACST of its decision to commercialize and modalities .
- 6.1.7 If Taqnia decides not to commercialize any such commercializable IP, KACST will expeditiously seek Saudi and international firms to commercialize the IP. When deemed appropriate, KACST will provide a market specific, non-exclusive license to Saudi and non-Saudi private firms.

6.2 Commercialization of IP Created through R&D Jointly Funded by NSTIP and Non-governmental entities

- 6.2.1 In cases where IP is created through research jointly funded by NSTIP and non-governmental entities, commercialization of IP will be guided by a specific agreements between KACST and the non-governmental entity co-funding such research.
- 6.2.2 The co-funding non-governmental entity will have a non-exclusive license to commercialize such IP. KACST will reserve the right to grant a non-exclusive license to Taqnia for the commercialization of such IP. The specific scope of the license (such as geographic coverage and fields of use) will be negotiated between KACST and the co-funding entity.

6.3 Commercialization of IP registered and maintained by the Universities

6.3.1 In cases where IP is created at the University is registered and maintained by the university resources, The university company will have the “first right of refusal” on commercialization of any specific IP maintained by the University resources .

6.3.2 The university company will receive non-exclusive license to such IP for commercialization. Taqnia will have access to such IP in case it decides to do so.

7.0 Incentives for IP Creation and Commercialization

7.1 Incentives to Inventors to Encourage IP Creation

7.1.1 The Policy provides for incentives to inventors. The following financial rewards will be made available to Inventors creating IP through NSTIP-funded R&D activity. Details of the suggested awards are provided in the Appendix.

Award	Description	Criteria	Amount
Disclosure Submission Award	Qualified invention disclosure submitted	Any researcher involved in government-funded R&D	SR1,000/inventor up to SR4,000 maximum + 1 point for each inventor, for high quality disclosures
Invention File Award	Patent application filed	Any researcher who submits a disclosure that is filed as a patent application	SR5,000/inventor up to SR20,000maximum + 2 points for each inventor
Invention Issuance Award	Patent granted by patent office	Inventor supported patent prosecution	SR10,000/inventor up to SR40,000 maximum + 1 point for each inventor
Technical Publication Award	Contributes towards plateau award	Points acquired upon publication Publications in prestigious journals such as those included in the ISI Web of Science Databases	SR1,000/inventor up to SR4,000 maximum +1 point for each inventor SR5,000/inventor up to SR20,000 maximum + 1 point for each inventor
Trade Secret Award	Contributes towards plateau award	Points acquired upon trade secret protection	SR1,500/inventor up to SR6,000maximum +2 points for each inventor

Plateau Achievement Award	Points = 12	3 points must come from application filing	SR10,000
High Value Patent Award	Award for patents with proven business value	Management discretion based on worldwide impact	Up to SR50,000/inventor, up to SR200,000 maximum
Patent Proof Development Award	Award for identifying potential licensing targets	Inventors must identify potential infringers or licensing targets and create and submit a proof package that is subsequently licensed	Minimum of SR50,000 depending on licensing value
National Innovation Award	Award for patents with exceptional value	Management discretion	Up to SR100,000 depending on value

7.1.2 In addition to the above incentives, and in the case of income received from the licensing of any specific IP, such income, after the deduction of associated IP management costs, will be distributed at the rate of 50% to the IP Management Unit and 50% to the Research Performing Organization. The Research Performing Organization may distribute its share of the income to the Inventors according to its own institutional policy.

8.0 Implementation and revision

The national supervisory committee for NSTIP has approved this policy on 26/12/2011 (1/2/1433), the policy is subject to revision after three years of implementation.

APPENDIX

Intellectual Property Incentives Program: Details of Suggested Incentives

Disclosure Submission Award: Inventors will receive SR1,000 for submitting qualified invention disclosures that meet certain patentability requirements. Requirements include: Invention discusses an area of interest for IP protection; Invention is described in enough detail that it is shown to be workable (e.g., at least one figure when applicable with prose text); Inventors have identified at least one related reference; There are no bar dates that preclude patentability. This award is subject to approval by the IP Management Unit and will not necessarily be granted for every submitted disclosure. One point may be awarded for certain high quality disclosures, as determined by the IP Management Unit. When there are more than four Inventors, a maximum of SR4,000 may be awarded for each qualified Invention disclosure, which will be divided among the total number of Inventors.

Invention File Award: Once the determination has been made by the IP Management Unit for the patent counsel to proceed in seeking patent protection for a particular idea or invention, each qualified inventor will be eligible for points, cash awards and other non-monetary acknowledgements. Regular patent applications earn two (2) points plus SR5,000. No more than two (2) points can be earned for any one invention regardless of the number of countries in which it is filed. However, if one patent application is divided into two or more separate applications, each separate application filed earns two (2) points. When the filing of a regular patent application is delayed for management reasons (i.e., the disclosure is rated "file-hold"), two (2) points for the application may be credited and the appropriate monetary amount of SR5,000 awarded, prior to filing by the patent counsel. When there are more than four Inventors, a maximum of SR20,000 may be awarded for each qualified application, which will be divided among the total number of Inventors.

Invention Issuance Award: After a patent application is filed, it can take several years to go through the Patent Office examination process to determine if it meets the requirements to be granted as a patent. When a patent office issues/grants a patent, the inventor shall receive one (1) point plus SR10,000 if they assisted the IP Management Unit in the patent prosecution process when necessary. When there are more than four Inventors, a maximum of SR40,000 may be awarded for each qualified issued patent, which will be divided among the total number of Inventors.

Technical Publication Award: Technical Publication Awards can be achieved in two different ways. The first is via the invention disclosure process. Qualifying disclosures for which no patent application is to be made, but which are deemed worthy of publication earn one (1) award point plus SR1,000 once the final approved draft is published. Each co-inventor of a qualifying invention will receive award points equal to those earned by a sole inventor. The second

mechanism for achieving a Technical Publication Award is for articles or presentations promoted through a conference, trade publication, technical journal or other means. If it is determined as a result of initial screening by the IP Management Unit that an idea or invention should be promoted in this way, one (1) point plus SR1,000 shall be awarded when the approved draft has been published or presented. When the publication appears in a prestigious journal, the inventors will receive SR5,000 and one (1) point. Only publications that have undergone appropriate reviews for intellectual property protection will be eligible for publication points and monetary awards. The IRB will have discretion for awarding points in accordance with this incentives practice. Articles/ presentations appearing in more than one publication/conference are not necessarily eligible for additional incentives. That determination will be made by the IP Management Unit. A maximum of SR4,000 may be awarded for each qualified publication, with each Inventor receiving no more than SR1,000, unless the publication appears in a prestigious journal, in which case a maximum of SR20,000 may be awarded for each qualified publication, with each Inventor receiving no more than SR 5,000.

Trade Secret Award: If it is determined by the IP Management Unit that an idea or invention should be protected by trade secret, the inventor will be awarded SR1,500 per inventor plus two (2) points upon verification that the procedures for designation and maintenance of a trade secret (as issued from time to time by the IP Management Unit) have been adequately addressed. When there are more than four Inventors, a maximum of SR6,000 may be awarded for each qualified idea or invention protected by trade secret, which will be divided among the total number of Inventors.

Plateau Achievement Award: The plateau award is an award that recognizes people for reaching a plateau of inventive activity by accumulating patent points. At a plateau, people that have previously been recognized under the Invention File Award, Invention Issue Award, Technical Publication Award, and Trade Secret Award will receive an additional award for being prolific submitters under this program. A plateau is reached when a total of 12 points is accumulated provided at least 3 of the 12 points are patent points (not Publication points). If the 3 patent points have not been achieved, the award will be delayed until the 3 points are obtained. The award for obtaining the plateau is SR10,000 plus a framed certificate. Each subsequent plateau is achieved with an additional 12 points (3 of which must be patent points). Additional Publications points not used when reaching a plateau will carry over to additional plateaus.

High Value Patent Award: Patenting of inventions with particularly high value will be recognized with the High Value Patent Award. The monetary amount and time at which this award will be issued will be determined by the IP Management Unit. The value of some patents is not accurately known for years after it is issued, so this award could be received years after the inventor filed the disclosure. Factors to consider when determining the value of the patents for ranking purposes include potential uses of the invention by others, impact of the invention on the Saudi society, incorporation by a standards body or open source, or licensing value. The award range for a High Value Patent Award is up to SR50,000 per inventor, up to four inventors. When

management selects a patent for a High Value Patent Award that has more than four inventors, a total award of SR200,000 will be divided among the total number of inventors.

Patent Proof Development Award: The Patent Proof Development Award recognizes the development of materials that demonstrate how a patent is infringed by the manufacture, sale, and/or use of products or services of a potential licensee. This award is intended to recognize those in the technical community who assist in generating substantial value from patents in the national IP portfolio. Initial awards of at least SR25,000 will be given following various reviews including legal and technical reviews. An additional award of at least SR25,000 will be given if it is determined that the proof package was highly leveraged in a successful licensing or assignment engagement. The Program Manager, with support from IP Law, will assess proof packages for award eligibility as well as determine if the proof was highly leveraged in a successful licensing or assignment engagement.

National Innovation Award: Similar to the High Value Patent Award, the National Innovation Award recognizes extremely high value and is reserved for only the most significant patents and inventors. The monetary amount and time at which this award will be issued will be determined by KACST management. The award range for a supplemental patent issuance award is up to SR100,000 per inventor, up to four inventors. When management selects a patent for an Innovation Award that has more than four inventors, a total award value will be divided among the total number of inventors.