



**ORIC**  
N U M L

## **Intellectual Property Rights (IPR) Policy**

**Year 2021**

# Contents

Section-1: Definitions.....	3
Section-2: Policy.....	8
Section-3: Disclosure Forms and Format of Undertaking(s).....	23
3.1 Form for Filing Patent .....	23
Checklist: .....	25
3.1.1 Form P-1.....	26
3.1.2 Form P-1A .....	27
3.1.3 Form P3 .....	28
3.1.4 Form P-3A .....	29
3.1.5 Form P-2.....	30
3.1.6 Form P-2A .....	31
3.1.7 Form P-28.....	32
3.2 Form for Registration of Copyrights .....	33
3.2.1 Undertaking for Copyrights.....	37
3.3 Form for Registration of Trademark .....	46
3.3.1 Form TM-55 .....	46
3.3.2 Form TM-1.....	47
3.3.3 Form TM-11 .....	49
3.3.4 Form TM-48 .....	50

## Section-1: Definitions

In this Policy Document, unless otherwise specified, or anything repugnant to the Act and Statutes of National University of Modern Languages, the following expressions shall have the meanings as follows:

- 1.1 **Artistic work** – (a) a painting, sculpture, drawing (including a diagram, map, chart or plan), an engraving or a photograph, whether or not any such work possess artistic quality. (b) an architectural work of art. (c) any other work or artistic craftsmanship. Examples: Paintings, photographs, architectural works, drawings, calligraphies, sculptures, logos, label designs and monograms (Copyright Ordinance, 1962).
- 1.2 **Author** – means (i) in relation to a literary or dramatic work, the author of the work, (ii) in relation to a musical work, the composer, (iii) in relation to an artistic work other than a photograph, the artist, (iv) in relation to a photograph, the person taking the photograph, (v) in relation to a cinematographic work, the owner of the work at the time of its completion, and (vi) in relation to a record the owner of the original plate from which the record is made, at the time of the making of the place (Copyright Ordinance, 1962).
- 1.3 **Computer Software** - software programs or procedures or rules and associated documentation pertaining to the operations of a computer system.
- 1.4 **Confidential Information** - all types and forms of information, data, oral and visual information or data recorded in writing or in any other medium or by any other method which is of confidential nature and/or which NUML is under an obligation not to disclose.
- 1.5 **Convention Application** - means an application made in Pakistan within twelve months after the date of an application made in a Convention country, whether claiming single or multiple priorities from such application (Patents Ordinance, 2000).
- 1.6 **Convention Country** - means a member country of the World Trade Organization or a country declared as such under section 86 (Patents Ordinance, 2000).
- 1.7 **Copyright** - means the exclusive right, by virtue of, and subject to, the provisions of The Copyright Ordinance 1962:
  - (a) *in the case of a literary, dramatic or musical work*, to do and authorize the doing of any of the acts mentioned, namely:- to reproduce the work in any material form; to publish the work; to perform the work in public; to produce, reproduce, perform or publish any translation of the work; to use the mark in a cinematographic work or make a record in respect of the work; to broadcast the work, or to communicate the broadcast of the work to the public by a loudspeaker or any other similar instrument; to make any adaptation of the work; to do in relation to translation or an adaptation of the work any of the acts specified in relation to the work in sub-clauses (i) to (vi).
  - (b) *in the case of an artistic work*, to do or authorize the doing of any of the mentioned acts, namely: to reproduce the work in any material form; to publish the work; to use the work in a cinematographic work; to show the work in television; to make any adaptation of the work; to do in relation to an adaptation of the work any of the acts specified in relation to the work in sub-clauses (i) to (iv).
  - (c) *in the case of a cinematographic work*, to do or authorize the doing of any of the mentioned acts, namely: to make copy of the work; to cause the work in so far as it

consists of visual images, to be seen in public and, in so far as it consists of sounds, to be heard in public; to make any record embodying the recording in any part of the sound track associated with the work by utilizing such sound track; to broadcast the work.

(d) *in the case of a record*, to do or authorize the doing of any of the acts mentioned by utilizing the record, namely: to make any other record embodying the same recording; to use the recording in the sound track of a cinematographic work; to cause the recording embodied in the record to be heard in the public; to communicate the recording embodied in the record by broadcast.

- 1.8 Cinematographic work** - any sequence of visual images including video films of every kind, recorded on material of any description (whether translucent or not), whether silent or accompanied by sound, which, if shown (played back, exhibited) conveys the sensation of motion. Examples: motion pictures / documentaries (on VCD, DVD or video cassette) (Copyright Ordinance, 1962).
- 1.9 Dramatic work** - includes any piece for recitation, choreographic work or entertainment (in a show), scenic arrangement or acting form of which is fixed in writing or otherwise but does not include a cinematographic work (Copyright Ordinance, 1962).
- 1.10 Disclosure** - making a creation known by submission of Application Form to Intellectual Property Organization (IPO-Pakistan).
- 1.11 Disclosure Form** - form to record the creation of IP and provide information to determine the legal title and any third party claims to IP rights associated with the creation.
- 1.12 Exclusive License** – means (a) a license from a proprietor of, or an applicant of, a patent which confers on the licensee, or on the licensee and persons authorized by him, to the exclusion of all other persons, including the proprietor or applicant, any right in respect of the invention, to which the patent or application relates, and “exclusive licensee” and “non-exclusive licensee” shall be construed accordingly (Patents Ordinance 2000).  
(b) The Recipient transfers all rights of exploitation of the Intellectual Property to the licensee. This means the Recipient relinquishes the rights to exploit the Intellectual Property himself or to grant any additional, subsequent Licence(s) to another party. Recipient should retain the rights to use, conduct further research and development and exploit the Intellectual Property for non-commercial use (IP Policy – University of Malaysia).
- 1.13 Faculty** - all personnel involved in teaching / dissemination of knowledge in any form including research.
- 1.14 Funds** - money allocated.
- 1.15 Industrial Designs** - an ornamental or aesthetic appearance of an article, may consist of any composition of lines or colors or any three-dimensional features of the article, such as its shape or surface, or of two-dimensional features such as patterns, lines or color provided that such composition or form gives a special appearance to and can serve as pattern for an industrial product or handicraft.
- 1.16 Integrated Circuit (IC)** - means a product, in its final form or an intermediate form, in which the elements, at least one of which is an active element, and some or all of the interconnections are integrally formed in or on a piece of material which is intended to perform an electronic function (Registered Layout-Designs of ICs Ordinance 2000).
- 1.17 Invention** - any new and useful product or process, in any field of technology and includes any new and useful improvement of either of them (Patent Ordinance 2000).

- 1.18 *Inventor*** - means the actual deviser of an invention, and joint inventor shall be construed accordingly (Patent Ordinance 2000).
- 1.19 *Intellectual Property*** - intangible properties that arise from the creation of the mind and in their broadest sense have no physical form.
- 1.20 *Layout-design*** - means a three dimensional disposition, howsoever expressed, of the elements, at least one of which is an active element and of some or all of the interconnection of an integrated circuit or such a three dimensional disposition prepared for an integrated circuit intended for manufacture (Registered Layout-Designs of ICs Ordinance 2000).
- 1.21 *Literary work*** - includes works on humanity, religion, social and physical sciences, tables "compilations and computer programs, that is to say programs recorded on any disc, tape, perforated media or other information storage device, which, if fed into or located in a computer or computer-based equipment is capable of reproducing any information" (Copyright Ordinance, 1962).
- 1.22 *Musical work*** - means any combination of melody and harmony - printed, reduced to writing or otherwise graphically produced or reproduced (Copyright Ordinance, 1962).
- 1.23 *Non-exclusive license*** – means the Recipient may grant the rights of exploitation of the Intellectual Property to one or more party(s), including the right to exploit the Intellectual Property himself. In a non-exclusive license, the Recipient may grant the licensee sub-licensing rights (IP Policy – University of Malaysia).
- 1.24 *Patent*** - a set of exclusive rights granted by the government to an inventor or assignee for a limited period of time in exchange for detailed public disclosure of an invention (Guidelines for filing Patent Application in Pakistan, Intellectual Property Organization of Pakistan (IPO-Pakistan)). According to IPO-Pakistan, a Patent is valid for the term of 20 years from the date of filing in the territory (Country/Region) where the patent was granted. Patent confers the right to prevent third parties from making, using or selling the invention without owner's consent i.e. Patentee.
- 1.25 *Patentee*** - patentee in relation to a patent, means the person or persons for the time being as the grantee or proprietor of the patent and includes any subsequent assignee or successor-in-interest of a patent.
- 1.26 *Procedure*** is the process followed for implementing the policy.
- 1.27 *Publication*** - any writing of which copies are published, such as, papers, books, and periodicals, including but not limited to magazines, scholarly journals and newspapers.
- 1.28 *Record*** - any disc, tape, wire, perforated roll or other device in which sounds are embodied so as to be capable of being reproduced therefrom, other than a sound track associated with a cinematographic work (Copyright Ordinance, 1962). Example: Voice / music (on CD or audio cassette).
- 1.29 *Scholarly Work*** - work created by a faculty member in the area of field in which they teaches or taught or researched / being researched at NUML.
- 1.30 *Stakeholders*** - someone who is directly or indirectly effected or involved.
- 1.31 *Student*** - means a person who is studying at the University.
- 1.32 *Sponsored Research*** - research funded by external entities through a grant or contract that involves a specified statement of work (e.g. the research proposal) with a related transfer of value to the sponsor.
- 1.33 *Tangible Research Property*** - all research results, outcomes and materials that are in a tangible form and that include items such as materials, drawings, integrated circuit chips,

computer software, computer and other databases, processes, prototypes and circuit diagrams irrespective of whether they are patentable or copyrightable.

- 1.34 *Third Party*** - any person or organization other than NUML or a member of NUML.
- 1.35 *Trademark*** - means any mark capable of being represented graphically and capable of distinguishing goods or services of one undertaking from those of other undertakings. A trade mark shall be registered for a period of ten years from the date of registration. The registration may be renewed for a further period of ten years (Trade Marks Ordinance, 2001).
- 1.36 *Undisclosed Information*** - means any confidential data, information, formulation or compilations related to research, business, commerce or industry which is not generally known or accessible to persons that normally deal with the kind of information in question; has commercial value because it is secret; and has been subject to reasonable steps under the circumstances to keep it secret, by the person lawfully in control of the information.
- 1.37 *University (NUML) Resources*** - all significant resources of NUML which are made available by NUML to Inventors, such as:
- i. Pre-existing IP rights vested in NUML or any of its affiliates/constituent units
  - ii. Office space allocated for a specific project, laboratory, workshop and studio space and equipment
  - iii. Computer hardware, software and support
  - iv. Other equipment/facilities
  - v. Administrative and secretarial services
  - vi. Research, teaching and laboratory assistants
  - vii. Supplies, consumables and utilities
  - viii. Use of special and rare NUML holdings
  - ix. Funding for research and teaching activities, travel and others funding or reimbursements.

NUML resources do not include salary, insurance or retirement plan contributions paid to or for the benefit of Inventors.

- 1.38 *University Staff*** - all personnel other than faculty and students who utilize university resources.
- 1.39 *Vakalatnama*** - a document empowering a lawyer to act for and on behalf of his client.
- 1.40 *Work*** - Original intellectual creations in the literary and artistic domain protected from the moment of their creation and shall include in particular:
- i. Manuscripts, educational materials and academic papers
  - ii. Books, articles and other writings
  - iii. Periodicals and newspapers
  - iv. Lectures, sermons, addresses, dissertations
  - v. Letters
  - vi. Dramatic, musical, choreographic or entertainment work
  - vii. Musical compositions in any form
  - viii. Drawing, painting, architecture, sculpture, engraving, lithography, models, designs or other works of art
  - ix. Original ornamental designs or models for articles of manufacture, whether or not registrable as an industrial design, and other works of applied art
  - x. Illustrations, maps, plans, sketches, charts and three-dimensional works relative to geography, topography, architecture or science

- xi.** Drawings or plastic works of a scientific or technical character
- xii.** Photographic works including works produced by a process analogous to photography; lantern slides
- xiii.** Audio-visual works and cinematographic works and works produced by a process analogous to cinematography or any process for making audio-visual recordings
- xiv.** Pictorial illustrations and advertisements;
- xv.** Computer programs and
- xvi.** Other literary, scholarly, scientific and artistic works

## Section-2: Policy

### 1. Purpose:

National University of Modern Languages (NUML) aspires to develop an environment that encourages creative work and disseminates it for public benefit while protecting rights of creators / innovators.

### 2. Scope and Coverage/Application:

**2.1** This is a NUML-wide policy and applies to all NUML students, faculty and staff members. Additionally, it is applicable to non-employees such as visitors, visiting faculty, industrial personnel and all those who use University Resources or participate in NUML-administered research (unless NUML specifies other arrangements).

**2.2 IP Rights:** This IP Policy shall cover following types of intellectual property rights under relevant IP Laws of the Pakistan, such as:

- a. Patents
- b. Copyright
- c. Trademarks
- d. Geographic Indications
- e. Industrial Designs
- f. Lay-out Design of Integrated Circuits (IC)
- g. Undisclosed/confidential information
- h. Lectures, etc.

### 3. Intellectual Property (IP) Policy Statement

NUML welcomes free exchange of information and knowledge between faculty, students and other stakeholders which is essentially required for achieving the University's mission and objectives of excelling in cutting-edge research and development.

### 4. Relevant Agreements

**4.1 Participation Agreement:** An agreement confirming the acceptance of the intellectual property policy by employees, students and researchers and assigns to NUML all rights in any intellectual property of which NUML may assert ownership under this IP Policy. NUML must confirm that a valid participation agreement is on file before any of its Resources are made available to individuals.

#### 4.2 Confidentiality Agreement:

**4.2.1** When applies to a company disclosing information to an employee of a NUML, the recipient employee shall agree not to release the company's confidential information unless officially permitted by the company.

**4.2.2** When it applies to an employee of NUML disclosing information to a company, the company shall not use that information without official permission of NUML and shall protect the patentability of any invention, or the trade value of other technology, disclosed by the member of NUML to the company.

**4.3 Third party agreement:** An agreement between NUML and an entity or person (not a staff member or student) or funding agencies that regulates intellectual property.



- 4.4 Net Intellectual Property Revenue:** Revenue derived from IP commercialization (through either exclusive or non-exclusive license) after the costs of commercialization have been deducted.

## **5. Implementation**

- 5.1** Head IT CON in collaboration with Manager I&C working under the ambit of the Office of the Research Innovation and Commercialization (ORIC) are responsible for:

- 5.1.1** Development, implementation and administration of IP Policy.
- 5.1.2** Examining applications, and disseminating information to researchers.
- 5.1.3** Evaluate inventions for commercial potential for requirement for future protection of intellectual property.
- 5.1.4** Initial prior search for patent and design rights.
- 5.1.5** Exploitation, commercialization and management of NUML's IP assets.
- 5.1.6** Disbursement of Net Intellectual Property Revenue.
- 5.1.7** Safeguarding the IP rights of NUML.

## **5.2 Roles & Responsibilities**

### **5.2.1 University Level Responsibilities**

- i.** Management and oversight of IP matters and technology transfer to ensure adherence to NUML policies.
- ii.** Assistance in various departments and sections in implementing IP Policy.
- iii.** Assistance to departments and sections in promoting and licensing IP.
- iv.** Protection of NUML's IP by taking appropriate actions as and when needed.

### **5.2.2 Faculty Responsibilities**

Faculty members who create IP shall:

- i.** Inform IT CON about the creation of IP.
- ii.** Conduct all IP activities in accordance with NUML's IP Policy in a manner consistent with the overall NUML policies and procedures.
- iii.** Cooperate with the relevant NUML office/staff in defending its IP and in legal actions taken against any infringement.

## **6. Ownership of Intellectual Property**

### **6.1 General Principles**

- 6.1.1.** Except otherwise agreed in writing by the Rector, NUML asserts legal and beneficial ownership rights over all Intellectual Property developed as a result of support either directly from or channeled through NUML.
- 6.1.2.** All staff must assign and agree to assign to NUML all of their rights, title and interest in and to Intellectual Property developed as a result of utilization of University Resources including copyright in any material that is teaching material, computer programs, or created at the request or direction of NUML.

## **6.2 Ownership of IP and Copyright of Works by NUML**

**6.2.1** NUML asserts legal and beneficial ownership rights over all IP and Copyright of Works (including lab notebooks, software, and other tangible research property) by NUML Personnel or Students when either of the following applies:

- i.** The works have been assigned or commissioned by NUML or is created at the direction of NUML.
- ii.** Created in whole or in part with the significant use of NUML Resources.
- iii.** The Work is created using funds provided by NUML or created pursuant to a research project funded through any external source administered by NUML.
- iv.** The Work is created by a non-academic NUML Personnel or Student in the course of their employment with NUML.
- v.** The Work is created by academic, professional, technical or administrative Staff in the course of their employment with NUML as part of their duties or in fulfilment of their contract of employment.
- vi.** The Work is created in a course of research being conducted at NUML, either in collaboration with other Staff members or any third party.
- vii.** The Work is created by Student in a course of research for which they receive financial support such as wages, allowances, salary, stipend or grant from funds whether or not administered by or through NUML.
- viii.** The IP has significantly resulted from the use of pre-existing IP owned by NUML or the IP is a component of IP generated by a team of which this person is one of the member along with other members of NUML Staff.
- ix.** The Work is created in a course of research conducted under a research agreement between NUML and a third party, subject to the terms of IP ownership set out in the relevant research agreement

**6.2.2** NUML shall have the right to use, publish and reproduce such Works in any form, for teaching, research and academic purposes with appropriate notification to the owner. However, in case if the owner of the copyright is other than NUML, prior consent of the owner is required.

**6.2.3** Following Copyright statement must include for all material in which NUML owns the Copyrights: **Copyright © by NUML [year]**.

**6.2.4** All IP developed by NUML Personnel or Students in their own personal time, which are neither connected to NUML research nor developed with significant use of NUML's resources, will have a choice to register their IP through NUML.

**6.3 Trademarks:** NUML asserts legal and beneficial ownership rights of NUML logo and any use of NUML logo shall require prior official approval, in writing, from NUML.

## **6.4 Tangible Research Property**

**6.4.1** NUML asserts ownership rights over all Tangible Research Property (TRP) for which a patent application has not been filed.

**6.4.2** All NUML-Owned Tangible Research Property will remain in the custody of the principal investigator of the research project or program under which it was developed, or in the custody of the applicable Head of Department (HoD).

## **6.5 Student Thesis/Dissertation**

- 6.5.1** Students shall possess ownership rights of the IP developed by them independently or as a part of their coursework (such as their thesis/dissertation) except in any of the following circumstances, where NUML reserves its right to claim the ownership (unless NUML expressly waives its right in writing):
- i. the development of IP has been significantly assisted by a NUML's Staff member.
  - ii. the IP is significantly developed as a result of using pre-existing IP owned by NUML.
  - iii. the IP is part of a set of IP generated by a team, of which the student is a member.
  - iv. It is developed using NUML funds (except NUML scholarships, fee waivers) or Student has a formal employment relationship with NUML.
- 6.5.2** If a thesis/dissertation contains information on or about an invention that may be patentable, NUML/Department reserves the right to withhold public access to that thesis/dissertation until such time a patent application is duly filed by NUML.
- 6.5.3** A student who is also a staff member of NUML will be regarded as a staff member with respect to IP arising in the course of that employment.
- 6.5.4** NUML may ask a student to enter into an IP agreement with NUML and/or third parties before being allowed to work on a research project. This may include assigning some or all of his/her IP rights to NUML and/or to third parties. In such cases, the student is allowed to seek independent legal advice.

## **6.6 Exceptions to Clause 6.2 (Ownership of IP and Copyright of Works by NUML)**

- 6.6.1** NUML does not assert ownership over all scholarly, artistic, literary intellectual property, including, without limitation, journal article, conference paper, scholarly books, articles, and other publications (including electronic form) works of art, paintings, literature and music, subject to the following conditions:
- i. Works are neither created under the direction and control of NUML, nor developed in pursuant to a sponsored research or other third party agreement.
  - ii. All intellectual property developed without significant use of NUML Resources and without other external sponsorship.
- 6.6.2** Subject to prior written permission by the Inventor, NUML may develop, reproduce and publish such exempt intellectual property anywhere in the world and in any manner NUML feels appropriate without payment of any royalty. If NUML exercises its rights under this Clause, the Inventor is entitled to a share of any commercial benefit in accordance with Clause 8 (Commercialization and Protection of NUML's IP).

## **6.7 Ownership of Pre-Existing Intellectual Property**

- 6.7.1** NUML does not assert ownership over any pre-existing IP of Staff and Students, however, they must notify in writing about the existence of pre-existing IP they bring to NUML within 30 days of the commencement of their employment or enrolment.
- 6.7.2** If no such information is received from Staff and Students within the time frame mentioned in Clause 6.7.1, then any IP disclosed during the period of their

employment or enrolment will be treated as described under Section 6.2 (Ownership of IP and Copyright of Works by NUML).

## **7. Disclosure and Evaluation of IP**

**7.1 General Principles:** NUML faculty, student, staff or any other individual (as mentioned under Section 2.2) utilizing NUML Resources, have following responsibilities in relation to intellectual property protection:

**7.1.1** Maintain appropriate research records.

**7.1.2** Prevent premature public disclosure of research results prior to obtaining intellectual property protection.

### **7.2 IP Disclosure and Evaluation Process**

#### **7.2.1 Reporting an Intellectual Property**

- i.** If an Inventor has created, generated or developed an IP for which NUML asserts ownership under Clause 6 (Ownership of Intellectual Property) of this IP Policy, he/she must promptly disclose the full details to IT CON of NUML's Office of Research, Innovation and Commercialization (ORIC-NUML) in writing along with duly filled prescribed Disclosure Form (Section-3), containing full details of the intellectual property, within 30 days of knowledge about such invention, creation or intellectual property.
- ii.** The Inventor must NOT disclose, publish or dispose of an invention before IT CON - NUML has confirmed the receipt of notification in writing from IPO-Pakistan and evaluate its commercial potential and patentability.
- iii.** IT CON – NUML may consult with other NUML Personnel or independent experts competent in the field to assist in the evaluation if necessary.
- iv.** Within three (3) months from the date of receipt of the respective Form, IT CON – NUML shall inform, in writing to the Inventor(s) whether or not NUML will pursue patenting and/or commercialization of the reported IP, subject to any obligations that may be owed to external parties. Failure to act within the period as stated herein shall be considered as a waiver by NUML of its ownership right over the IP. However, this period may be extended with the consent of the Inventor(s).
- v.** The Inventor(s) must not disclose any details of the invention in accordance with the Confidentiality Policy mentioned under Clause 10.3 (Confidentiality) of this IP Policy, in particular during the evaluation process until patent application has been filed.
- vi.** The Inventor(s) shall inform IT CON – NUML the identity of any third party interested in the commercialization/ exploitation of the IP. Any conflict of interest shall also be disclosed at this stage.
- vii.** In the case of exempt intellectual property as define under Clause 6.6 (Exception to Clause 6.2: Ownership of IP & Copyright Work of NUML) of this IP Policy, the Inventor(s) must promptly disclose the full details of the IP to IT CON - NUML in

writing along with duly filled prescribed Form (Section-3) and a letter for claiming exemption, within 30 days of knowledge about such invention, creation or intellectual property.

- viii. If there are any obligations owed to an external party in respect of the IP under the terms of a grant or research agreement, the management of the IP will proceed in accordance with the terms of the agreement.

#### **7.2.2 Dealing with the Reported Intellectual Property**

- i. If IT CON - NUML decides to protect or develop the reported IP, it must notify the Inventor(s) concerned and the Head of Department/Branch/Cell/Office where the reported IP is originated.
- ii. If IT CON - NUML does not wish to commercialize disclosed IP that is owned by NUML, it will notify the Inventor(s). The Inventor(s) may then request IT CON - NUML to assign the IP to him, her or them. In this case however, the terms of assignment will be negotiated with IT CON - NUML.
- iii. The Inventor is free, at his or her own cost, to protect or develop the reported intellectual property if IT CON - NUML:
  - a. Has informed the Inventor(s) that it does not wish to protect, develop or commercialize the reported intellectual property and officially assign the IP to the inventor(s) as mentioned under Clause 7.2.2(ii).
  - b. Does not takes decision within three months (or any extension of it, as mentioned under Clause 7.2.1(iv) of the acknowledgment of receipt of the respective Form (Section-3).
- iv. In the cases where Clause 7.2.2(ii) and (iii) applies, IT CON - NUML may however:
  - a. Claim a share in any commercial benefit received (as per clause 8.2.1 or 8.2.2 whichever is applicable);
  - b. Recover any costs incurred by NUML;
  - c. Pursue the commercial exploitation and patenting of the IP under Clause 7.
- v. For IPs which are neither owned by NUML nor NUML has any claims of ownership, the Inventor(s) may request NUML to manage or assists in the commercialization process. In this case shares of benefits will be negotiated. NUML may have the right but no obligation to assist.
- vi. If IT CON - NUML decides not to protect, develop or commercialize an IP under Clause 7.2.2(ii) and 7.2.2(iii), NUML reserves the right to assert ownership of any new IP generated with the use of NUML Resources, based on the developments to the original IP (subject to any agreements with the inventor(s) or third parties).

### **8. Commercialization & Protection of NUML's IP**

#### **8.1 Commercialization & Protection:** As legal and beneficial owner of the IP:

- i. NUML shall be entitled to enter into any IP agreement with any third party on such terms and conditions as NUML deems appropriate.

- ii. NUML shall be entitled to give rights or grant licenses in respect of the IP under conditions it shall deem suitable, or make other arrangements as it may deem appropriate to facilitate technology transfer.
- iii. NUML is not entitled to negotiate contracts for consulting services for individual Inventors as part of any license arrangement.
- iv. NUML may use appropriate means to protect NUML owned IP, including but not limited to instituting legal proceedings at relevant forums regarding infringement of IP rights and breach of license agreements.

## **8.2 Distribution of Commercial Benefits**

- 8.2.1** After deducting any cost incurred, subject to terms of this IP Policy, NUML shall distribute all commercial benefits received in respect of IP as follows:
  - i. NUML's Share: **20 %**
  - ii. Inventors/Originator's Share: **80 %**
- 8.2.2** In case NUML decides not to manage and commercialize the IP, the commercial benefits received will be distributed as follows:
  - i. NUML's Share: **10 %**
  - ii. Inventors/Originator's Share: **90 %**
- 8.2.3** If it is not practicable to distribute commercial benefits due to their non-monetary nature, then NUML, in consultation with the Inventor(s) may devise any suitable mechanism for distributing commercial benefits.
- 8.2.4** If there are multiple Inventors of any reported intellectual property, the distribution of benefits between them will be agreed between the inventors according to the individual contribution of each inventor with the assistance of NUML. If no agreement is reached, NUML will hold benefits until the distribution formula is determined by the dispute resolution process of this IP Policy (refer Clause 8).
- 8.2.5** NUML's share of commercial benefits (as defined under section 8.2.1) will be distributed as follows:
  - i. Administration of IP (ORIC): **80%**
  - ii. NUML: **20%**
- 8.2.6** If there are multiple Inventor(s) from different Departments/Branches, the Department's share will be distributed amongst them in accordance with the number of Inventors from each Department/Branches, or as decided by the Rector-NUML.
- 8.2.7** NUML shall distribute commercial benefits in a manner and time NUML shall, in its sole and absolute discretion, deem appropriate.
- 8.2.8** If NUML receives shares in a company in exchange for a license or assignment of the IP, these shares will be held by NUML and the profits from the shares shall

be distributed according to the procedure mentioned under Clause 8.2.1 to Clause 8.2.7 whichever is applicable. An Inventor may also request to hold his/her portion of the shares in his/her own name, in which case he/she shall no longer be entitled to any profits from the liquidation of the remaining shares by NUML.

**8.2.9** In case where NUML returns the IP to Inventor(s) under Clause 7.2.2 (ii) and (iii) of this IP Policy, the following will apply:

- i** The Inventor(s) will be entitled to file for patent rights in their own name and at their own expense.
- ii** NUML will be entitled to a percentage of any benefits received by the Inventor(s) from the commercial exploitation of such IP. NUML's share will be distributed as set out in Section 8.2.5 of this IP Policy.

### **8.3 Commercial Benefits under Special Circumstances**

**8.3.1** Under normal circumstances, leaving the employment with NUML will not affect an Inventor's right to receive a share of income.

**8.3.2** In the case of death of an Inventor, his/her share of any income will be payable to the legal heirs of the deceased.

## **9. Resolution of Disputes**

### **9.1 Disputes Resolution Procedure**

This IP Policy is binding on NUML and Personnel Covered. In the case of any dispute arising involving the ownership, benefit sharing, or management of the IP, or any other matter arising out of this policy, the matter will be settled by the following procedure:

**9.1.1** The dispute must be reported, in writing, to the IT CON-NUML. The affected party (or parties) must mention that they wish to start the dispute resolution process set out in this IP Policy and must provide details of the disagreement;

**9.1.2** Within 15 days (or as is agreed) of receiving of the complaint, the parties must meet with the Director ORIC to engage in discussions in an attempt to seek a resolution to the dispute;

**9.1.3** In case the Rector is satisfied that the Director ORIC has, or would appear to have, a conflict of interest, the Rector shall select a suitable replacement;

**9.1.4** If the parties are not able to resolve the dispute within 50 days (or such other time as is agreed) of the notice, then the parties must appoint a mutually agreed mediator to assist in negotiating a resolution of the dispute;

**9.1.5** Each party must not use any information or documents obtained during mediation process for purpose other than in an attempt to resolve the disagreement. Any information and documents exchanged during mediation shall be kept confidential;

**9.1.6** Rights and obligations of the NUML and Inventors under this IP Policy shall be governed and construed in accordance with the laws of Pakistan.

- 9.1.7** Any dispute between NUML and Inventor concerning rights and obligations under this IP Policy including any validity and enforceability thereof that has not been resolved through either discussions or mediation as stipulated herein, shall be resolved in accordance with the arbitration provisions of Arbitration Act 1940.

## **10. General Obligations**

- 10.1 Review Committee:** The Intellectual Property Policy may be reviewed from time to time, as appropriate by a committee of NUML comprising:
- i.** The Pro-Rector Research & Strategic Initiatives (R&SI) Division or his or her nominee (to act as Chair).
  - ii.** Deans of Faculties.
  - iii.** Registrar.
  - iv.** Representative of IT CON.
  - v.** One senior faculty member from each faculty nominated by faculty Dean.
- 10.2** The task of the Review Committee is to monitor the operation and implementation of this IP Policy and recommend changes, if needed. The Committee should meet at least once annually.
- 10.3 Confidentiality**
- 10.3.1** Unless required by law, all Personnel Covered shall at all times are bound to maintain all information confidential, whether created /developed/acquired on his/her own, in collaboration with others, or through discussions (formal or informal) with NUML colleagues.
- 10.3.2** The Inventors and NUML will undertake not to disclose the details of any unprotected IP to a third party unless a formal confidentiality agreement exists between the relevant parties.
- 10.4 Violation of IP Policy**
- 10.4.1** Any violation of these IP Clauses by any person covered under this policy may lead to an appropriate action in accordance with this policy.



## 11. Procedure to File Intellectual Property

Following are the procedures to file patent, copyright and trademark.

### A. Procedure to File Patent

Before applying for a patent, it is advised to carry out a patent search in patent databases and non-patent literature.

#### File first – publish later

Another important aspect when one possess an invention, is that you do not publish the invention in any way before filing the patent application. A patent can only be granted for an invention that has not yet been disclosed to the public, neither in writing nor orally. The right way is to first file application and then publish.

Novelty is destroyed with your own publications, lectures, posters, thesis, dissertations and other academic papers (if published), final reports (if published), research applications (if published), guided tours, press releases, presentations at fairs, user instructions and prior use known to the public.

About presenting your invention to business partners or investors - conclude a confidentiality agreement, since even publications by third parties relating to your invention prevent the awarding of a patent.

#### **Step-1: Preparation of Complete Patent Specification**

The first step in filing Patent application is to prepare a patent specification (Section 3.1 \_ Form for Filing Patent). Every specification, whether provisional or complete, shall begin with title and be signed, and dated at the end by the applicant or his Patent agent.

#### Preparation of Provisional Patent Specification

- a. Option for filing provisional specification is a quick and inexpensive way for inventors to establish a filing date for their in-process invention, which can be claimed later, by filing a complete specification within 12 months.
- b. Provisional specification can be filed without many of the formalities required for a complete specification.
- c. Provisional specification must include contents of complete specification but you may file claims and drawings later on, because provisional specifications are not examined in the Patent Office.
- d. An applicant who decides to initially file a provisional specification must file a corresponding complete specification during the 12-month from the filing date, failure to which the provisional specification will automatically abandoned after 12 months of its filing date.
- e. A complete specification is examined by a patent examiner. If invention does not meet the prescribed requirements of patentability or if application has other limitation, the patent examiner will send an official communication which is generally referred as *Examination Report* informing of any deficiencies.
- f. Inventor then has the opportunity to respond and to remedy deficiencies. When all the requirements are met, the patent application proceeds for acceptance.

### **Step-2: How to fill the Forms**

Two (02) copies of duly filled in Application Forms are to be submitted to IPO Pakistan which are as follows:-

#### **For Non-Convention applications (*application without priority*)**

- i. Duly filled in application Form P-1 (Section 3.1.1) (in case when inventor is sole or joint applicant) or Form P-1A (Section 3.1.2) (in case when inventor or inventors is not a party to application and application is being filed by assignee or company / organization etc.).
- ii. Duly filled-in Form P-3A (Section 3.1.4) (in case of Complete Specification) or P-3 (Section 3.1.3) (in case of Provisional/Incomplete Specification). Note: Form P-3/P-3A is the first page of the specification.
- iii. Form P-28 (Section 3.1.7) for authorization of patent Attorney/Agent (if any).
- iv. For applicant being a student or employee of NUML, a No Objection Certificate (NOC) from the respective department should be obtained.

#### **For Convention applications (*application with priority*)**

Convention application means an application made in Pakistan within twelve months after the date of an application made in a Convention country, whether claiming single or multiple priorities from such application. Convention country means a member country of the World Trade Organization or a country declared as such under section 86.

- i. Duly filled in application Form P-2 (Section 3.1.5) (in case when inventor is sole or joint applicant) or Form P-2A (Section 3.1.6) (in case when inventor or inventors is not a party to application).
- ii. Duly filled in Form P-3A (Section 3.1.4) (complete specification).
- iii. Form P-28 (Section 3.1.7) for authorization of patent Attorney/Agent.
- iv. Priority document (if the document is in any other language then English translation verified by the affidavit should be provided).

### **Step-3: How to Pay the Filing Fee:**

The applicable filing fee will be followed as prescribed by the Government on their web site (url: <https://ipo.gov.pk/patent>). NUML will reimburse all the filing fees on the production of relevant documents to the filer. The filing fees are applicable in the form of pay order or demand draft from scheduled bank in favor of Director General, IPO-Pakistan.

NUML will pay all fee relevant to any procedure including filing for any work or activity.

## **B. Procedure/Requirements to File Copyright**

Work which can be registered under copyright protection is categorized as literary (includes compilations and computer programs), dramatic, musical work, artistic work, cinematographic work and records.

### **Term of Copyright**

- 1. Term of copyright in published literary, dramatic, musical and artistic works.** Except as otherwise hereinafter provided, copyright shall subsist in any literary, dramatic, musical or artistic work (other than a photograph) published within the life time of the author

until fifty years from the beginning of the calendar year next following the year in which the author dies. The reference to the author shall, in the case of a work of joint authorship, be construed as a reference to the author who dies last.

- 2. Term of copyright in posthumous work.** (a) In the case of a literary, dramatic or musical work or an engraving, in which copyright subsists at the date of the death of the author or in the case of any such work of joint authorship, at or immediately before the date of the death of the author who dies last, but which or any adaptation of which, had not been published before that date, copyright shall subsist until fifty years from the beginning of the calendar year next following the year in which the work is first published or where an adaptation of the work is published in any earlier year, from the beginning of the calendar year next following that year. (b) A literary, dramatic or musical work or an adaptation of any such work shall be deemed to have been published, if it has been performed in public or if any records made in respect of the work have been sold, or offered for sale, to the public.
- 3. Term of copyright in cinematographic works, records and photographs.** (a) In the case of a cinematographic work, copyright shall subsist until fifty years from the beginning of the calendar year next following the year in which the work is published. (b) In the case of a record, copyright shall subsist until fifty years from the beginning of the calendar year next following the year in which the record is published. (c) In the case of a photograph, copyright shall subsist until fifty years from the beginning of the calendar year next following the year in which the photograph is published.
- 4. Term of copyright in Government works.** Copyright in a Government work shall, where Government is the first owner of the copyright therein, subsist until fifty years from the beginning of the calendar year next following the year in which the work is first published.

### **Documents Required**

#### **1. Artistic Work**

- i. 03 copies of application Form-II (Section 3.2).
- ii. Registration Fee in the form of Demand Draft / Pay-Order in the name of Director General IPO-Pakistan.
- iii. Fee (as prescribed by Government) : Artistic work (paintings, photographs, sculptures, drawings, architectural works etc.).
- iv. Fee (as prescribed by Government) : Artistic work used or capable to be used or associated with goods and services. (Used as a Trade Marks)
- v. 03 copies of Artistic Work.
- vi. Undertaking/Affidavit for original creativity of the work (Form 3.2.1.1.1).
- vii. NOC/Affidavit for transfer of copyright from Artist/Creator (Form 3.2.1.1.2).
- viii. Two original Newspaper in which the Artistic Work is advertised (Form 3.2.1.1.3).
- ix. Trade Mark number of the Artistic work if it used as a Trade Mark.
- x. *Vakalatnama* if applied through attorney.

#### **2. Literary Works**

- i. 03 copies of application Form-II.

- ii. Registration Fee in the form of Demand Draft / Pay-Order in the name of Director General IPO-Pakistan.
- iii. Fee (as prescribed by Government) : Literary work other than computer programme/software.
- iv. Fee (as prescribed by Government) : Computer programme/software.
- v. 02 copies of Literary Work.
- vi. Undertaking/Affidavit for original creativity of the work (Section 3.2.1.2.1).
- vii. NOC / Assignment of copyright from the copyright owner / writer of the work in favor of applicant if any (Section 3.2.1.2.2).

### **3. Record work**

- i. 03 copies of application Form-II.
- ii. Registration Fee in the form of Demand Draft / Pay-Order in the name of Director General IPO-Pakistan.
- iii. Fee (as prescribed by Government) : (Music, sounds, songs, etc.) [per song/sound].
- iv. Fee (as prescribed by Government) : Musical work with video [per song].
- v. 02 copies of Records Work in the form of Audio VCD/DVD / CD / USB.
- vi. Undertaking/Affidavit for original creativity of the (Section 3.2.1.3.1).
- vii. NOC for assignment of copyright from the all contributors (performers / singer / lyric writer / musician etc) of the work (Section 3.2.1.3.2).

### **4. Cinematographic work**

- i. 03 copies of application Form-II.
- ii. Registration Fee in the form of Demand Draft / Pay-Order in the name of Director General IPO-Pakistan.
- iii. Fee (as prescribed by Government) : (Movies, Dramatic works and other feature films, animated movies and games, etc.
- iv. 02 copies of Cinematographic Work in the form of Video VCD/DVD / CD/ USB.
- v. Undertaking/Affidavit for original creativity of the work (Section 3.2.1.4.1).
- vi. NOC for assignment of copyright from the all contributors (performers / singer / lyric writer / musician etc.) of the work (Section 3.2.1.4.2).

## **C. Procedure to File Trademark**

Following are the steps to file a trademark application in accordance with Trade Marks Ordinance, 2001 and Trade Marks Rules, 2004.

### **Step-1: Request for Search Facility (Optional)**

It is advisable that a search may be made to the Registrar of Trademarks to check whether there are any identical or similar marks present on the Register. Search request can be filed on Form TM-55 (Section 3.3.1).

#### Checklist for Filing a Search Application

- i. One Search Application Form TM-55 (Section 3.3.1) would be applicable for one trademark search in any one class only.

- ii. Search Form TM-55 should be accompanied with two representations of the mark (each representation should be mounted on a sheet of strong paper).
- iii. Search fee (as prescribed by Government) should be submitted in the form of Pay order/Bank draft made in the name of Director General IPO.

#### Personal Search Facility

Personal Search Facility for quick information is available at Trade Marks Registry, Karachi, IPO-HQs, Islamabad and IPO-Regional Office, Lahore on receipt of bank draft (fee as prescribed by Government) for 15 minutes per client.

#### **Step-2: How to fill TM-1 Form for applying registration of Trademarks**

After the search of the Register, an application may be made in writing to the Registrar of Trademarks for registration of a trademark on Form TM-1 (Section 3.3.2).

#### Check List to Fill TM-1 Form for Applying Registration of Trademarks

- i. An application to register a trademark shall be made on Form TM-1 (Section 3.3.2).
- ii. TM-1 in duplicate along with six additional representations affixed on a durable paper of 13x8 inch should be filed.
- iii. Application should be made for specification of goods or services in any one class i.e. separate applications for separate classes.
- iv. Schedule IV of Trade Marks Rules, 2004, for classification of goods and services.
- v. Insert Full name, Description and Nationality of the applicant.
- vi. In the case of a firm, the full name and nationality of every partner should be stated.
- vii. Add the full trade or business address of the applicant. The address given should be as full as possible for the purpose of easy location of the place.
- viii. If the mark is in the form, of series, then indicate the number of series.
- ix. Indicate domain name is in respect of goods or services.
- x. If the mark is in color, then color may be claimed. In this case, the applicant shall have right to use only the claimed colors in his/her mark.
- xi. If no color is claimed, mark may be used in any color.
- xii. Signature of applicant is required with his/her designation.
  - If the mark is owned by an individual, he must sign it.
  - If owned by a partnership firm, by the managing partner.
  - If the applicant is a limited company, by the managing director or Director.
- xiii. Where the application is being filed through an attorney, a power of attorney on Form TM48 (Section 3.3.4), duly stamped, must accompany this application.
- xiv. If the applicant is foreign national, he should file application through their duly authorized attorney or advocate in Pakistan.
- xv. If the mark is in a language other than English or Urdu, it's translation and transliteration in the form of an affidavit from the applicant must accompany this application.

### How to Authorize an Agent in the Matter of Proceeding Trademark Application

- i. If an applicant wants to apply through an advocate/Agent for the registration of a trademark, he has to authorize an agent through Form TM-48 (Section 3.3.4) (Power of Attorney) duly stamped and notarized.
- ii. The agent, so authorized, will act on behalf of applicant and all correspondence relating to registration, will be made with such agent.

### How to Pay the Filing Fee

Please submit Pay Order / Bank Draft for fee (as prescribed by Government) in scheduled bank in the name of Director General, IPO-Pakistan for one mark in one class only.

### **Step-3: Process of Registration**

- i. Cash receipt and trademark number is allotted to the applicant when the application is submitted.
- ii. The Acknowledgement Receipt by the Trade Marks Registry is issued to the applicant within 10-15 days of filing an application.
- iii. Examination Report is generated after 3 months of filing an application. If there are any objections on the applied trademark, they are communicated to the applicant immediately in the form of a Show Cause Notice. The applicant is required to submit a reply within two months from the date of issuance of a Show Cause Notice.
- iv. If there are no objections, application will be published in the Trade Marks Journal. If no oppositions are filed to the published application within two months from date of publication of the Trade Marks Journal, the application stands accepted and Demand Notice is issued to the applicant requesting him/her to submit Form TM-11 (Section 3.3.3) along with registration fee (as prescribed by Government) from scheduled bank in form of a pay order/ bank draft in the name of Director General IPO-Pakistan for issuance of the Registration Certificate; and
- v. On the receipt of registration fee, the Registration Certificate is issued by the Registrar of Trademarks.

## Section-3: Disclosure Forms and Format of Undertaking(s)

### 3.1 Form for Filing Patent

Instructions:

1. Only use one side of the sheet for writing specification.
2. Please write specification in English language.
3. Format with at least 1.5 line spacing, on white A4 size paper with minimum margins 2cm from top and bottom, 2.5cm from left side and 2 cm from right side.
4. It is advisable that one of the first things to do is to prepare the claims for the invention.

#### 1. Title of Invention

Title of the invention sufficiently indicates the subject matter of the invention. It is best to avoid being overly narrow or broad in the invention's title.

#### 2. Abstract

It includes all the important technical aspects of your invention. *Abstract shall commence on a new sheet.* The abstract normally consists of not more than 2 pages. Abstract should mention those technical features of invention which are disclosed in detailed description part of the invention. It is advisable after writing abstract check all this disclosed in description part of the specification.

#### 3. Field of the Invention

What area does the invention relate to?

For example, for a new accessory for a motor car you may write "this invention relates to motor cars, more specifically an accessory for a motor car".

#### 4. Background of the Inventions

Why is the invention necessary or useful, and what has it developed out of?

Continuing with the motor car accessory example, it may be that your accessory is an improvement on a previously existing accessory. Here you can discuss why the improvement is needed. It is important to discuss some 'prior art' here - patents that have already been filed by someone else relating to your idea. The background part may conclude with a short, crisp statement about the shortcomings of the prior art but this must be written in a manner that does not disclose the solution to be described later in the application. It should instead be written in a manner that makes the typical reader think:

How anyone could ever solve this problem!

It is advised don't spend too much time preparing the background. A good rule of thumb is no more than a maximum of two pages and/or no more than 10 percent of the total content of the application.

To find relevant prior art it is advised to perform a patent search in patent databases and non-Patent literature.

#### 5. Detailed Description

How exactly does your invention work?

Here you should describe in detail the exact components, systems, methods and so on that make your invention work so that someone else skilled in the area would be able to reproduce it using your instructions.

In drafting the detailed description part, avoid using phrases such as “the invention is...” instead of it use phrases like “in an embodiment of the invention.” This will ensure that patent claims receive the broadest interpretation possible. This part of the specification is generally presumed to disclose “an embodiment” of the invention rather than the invention itself.

Please note that an embodiment by definition is a manner in which an invention can be made, used, practiced or expressed.

## 6. Claims

Precise legal statements in the form of single sentence that define the scope of your invention. *Claims shall commence on a new sheet.* The Patent application must end with one or more claims, at least one independent claim and other dependent claims. Usually begin with “I or We claim,” and should be sequentially numbered and be presented in order from broadest to narrowest.

It is advisable that one of the first things to do is to prepare the claims for the invention. If the claims are prepared before drafting other parts of specification you will know better which terms need to be described in the specification.

Preamble or opening statement of the claim(s) must indicate whether a *process* or *product* feature of invention is claimed.

Example:

I claim

1. A device, comprising: a pencil; and a light attached to the pencil.
2. The device as claimed in claim 1 wherein the light is detachably attached to the pencil.
3. The device as claimed in claim 2 wherein the pencil is made of wood.

## 7. Drawings

What does your invention look like?

Patent application is required to contain drawings, if drawings are necessary to describe the invention especially product inventions other than chemicals.

*Drawing(s) should commence on separate sheet(s)* and the minimum margins shall be as follows:-

Top            2.5 cm

Left side    2.5 cm

Right side   1.5 cm

Bottom       1.0 cm

Execute the drawings without coloring in durable, black, sufficiently dense and dark, uniformly thick and well-defined lines and strokes to permit satisfactory reproduction. Flow sheets and diagrams are also considered as drawings for this purpose.

Please write in the left-hand top corner of the drawing the name of the applicant and in the right-hand top corner the number of sheets or drawings and the words ‘original’ or ‘true copy’ as the case may require. Similarly, in the right-hand bottom corner the signature of the applicant or his Agent is required.



Please do not write the title of the invention or any descriptive matter on the drawings. Only numeral references may indicate different parts of diagram (For further details, please see Rule 11 of the Patent Rules 2003).

You have to mention reference to the drawing(s) in specification under the heading *Brief description of drawings* and further elaborate your invention with the help of drawings.

Name of Applicant / Patent Agent: \_\_\_\_\_

Signature: \_\_\_\_\_

Contact# / e-mail id: \_\_\_\_\_

Date: \_\_\_\_\_

### Checklist:

- Form P-1 or Form P-1A application without priority.....: 02 copies
- Form P-2 or Form P-2A application with priority.....: 02 copies
- Form P-3 for provisional or Form P-3A for complete specification....: 02 copies
- Patent Specification.....: 02 copies
- Drawing(s), *if any*.....: 02 copies
- Pay order or demand draft.....: 01 original + 01 copy
- Form P-28 (power of Attorney), *if any*.....: 01 original + 01copy
- Priority document (for convention application).....: 01 copy
- No Objection Certificate.....: 01 copy

### 3.1.1 Form P-1

#### Form P-1

#### Patents Ordinance, 2000

Fee Rs.

Application for patent when the true and first inventor is sole or joint applicant  
(Section 13(1) Rule 8(1))

*(To be accompanied in duplicate by a Provisional Specification on Form P-3 or the Complete Specification on Form P-3A)*

Insert (in full) the name, address, and nationality of the applicant or applicants.

I (or we)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereby declare that: -

Insert title of the invention.

Insert who is the inventor.

(i) I am in possession of an invention

for \_\_\_\_\_

\_\_\_\_\_ ; (ii) that I (or we) (or the said) (\_\_\_\_\_) claim to be the true and first

State here whether the specification accompanying this form is "provisional" or "complete".

inventor thereof:

(iii) that the invention is not in use in Pakistan by any other person;

(iv) that the \_\_\_\_\_ specification filed with this application is, and any amended specification which may hereafter be filled in this behalf will be, true of the invention to which this application relates;

(v) that following are particulars of my application, -

Insert number of sheets of the Description, Claim(s), Abstract, and Drawings.

Description:	
Claim (s):	
Abstract:	
Drawing (s):	

Insert address for service in Pakistan.

Address for service in Pakistan:

I (or we) humbly pray that a patent may be granted to me (or us) for the said inventions.

Insert name, Designation and address of the signatory. In case of Agent, also include latest tele-communication details

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

To  
Controller of Patents  
The Patent Office  
Karachi

Website: [www.ipo.gov.pk](http://www.ipo.gov.pk) E-mail: [patent@ipo.gov.pk](mailto:patent@ipo.gov.pk)

**3.1.2 Form P-1A**

**Form P-1A**

***Patents Ordinance, 2000***

Fee Rs.

Application for patent when the true and first inventor is NOT a party to the application  
(Section 13(1) Rule 8(1))

*(To be accompanied in duplicate by a Provisional Specification on Form P-3 or the Complete Specification on Form P-3A)*

Insert (in full) the name address, and nationality of the applicant or applicants.

I (or we)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereby declare that: -

Insert title of the invention.

(i) I am in possession of an invention for

Insert name.

Insert (in full) name, address, and nationality of inventor.

\_\_\_\_\_;

(ii) that I (or we) (or the said) (\_\_\_\_\_) claim to be the assign of (or the legal representative of)

State here whether the specification accompanying this form is "provisional" or "complete".

\_\_\_\_\_ who claim(s) and is (are) believed to be true and first inventor(s) thereof;  
(iii) that the invention is not in use in Pakistan by any other person;  
(iv) that the \_\_\_\_\_ specification filed with this application is, and any amended specification which may hereafter be filled in this behalf will be, true of the invention to which this application relates;  
(v) that the facts and matters stated herein are true to the best of my (or our) knowledge, information and belief.  
(vi) that following are particulars of my application,-

Insert number of sheets of the Description, Claim(s), Abstract, and Drawings.

Description:	
Claim (s):	
Abstract:	
Drawing (s):	

Insert address for service in Pakistan.

Address for service in Pakistan:

I (or we) humbly pray that a patent may be granted to me (or us) for the said inventions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Insert name, Designation and address of the signatory. In case of Agent, also include latest tele-communication details.

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

To  
Controller of Patents  
The Patent Office  
Karachi

Website: [www.ipo.gov.pk](http://www.ipo.gov.pk) E-mail: [patent@ipo.gov.pk](mailto:patent@ipo.gov.pk)

### 3.1.3 Form P3

#### Form P-3

#### *Patents Ordinance, 2000*

Fee Rs.

Provisional Specification  
(Section 14)

*(To be supplied in duplicate with Forms P-1, P-1A, P-1B or P-1C)*

Insert title verbally  
agreeing with that in the  
application form.

---

---

---

Insert (in full) the name,  
address, and nationality of  
the applicant or  
applicants.

---

---

---

The following specification particularly describes the nature of this invention:-

Here begin description of  
the nature of the invention.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20, \_\_\_\_\_

Website: [www.ipo.gov.pk](http://www.ipo.gov.pk) E-mail: [patent@ipo.gov.pk](mailto:patent@ipo.gov.pk)

### 3.1.4 Form P-3A

#### Form P-3A

#### *Patents Ordinance, 2000*

Fee Rs.

Application for complete specification  
(Section 14)  
*(To be supplied in duplicate with Forms P-2, P-2A, P-2B or P2C  
or  
Forms P-1, P-1A, P-1B or P-1C)  
(if a Provisional Specification is not accompanying)*

Insert title verbally agreeing with that in the application form.

---

---

---

---

Insert (in full) the name, address, and nationality of the applicant or applicants.

---

---

---

---

Insert number of sheets of the Description, Claim(s), Abstract, and Drawings.

Description:	
Claim (s):	
Abstract:	
Drawing (s):	

Insert address for service in Pakistan.

Address for service in Pakistan.

Here begin full description of the nature of the invention.

The following specification particularly describes and ascertains the nature of this invention and the manner in which it is to be performed:-

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**3.1.5 Form P-2**

**Form P-2**

***Patents Ordinance, 2000***

Fee Rs.

Convention application for patent when the true and first inventor is sole or joint applicant  
(Section 13(2) (Rule 8(2))  
*(To be accompanied in duplicate by a Complete Specification on Form P-3A)*

Insert (in full) the name address, and nationality of the applicant or applicants.

I (or we)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereby declare that: -

(i) I am (or we are) (or the said \_\_\_\_\_) have/has made application(s) for the protection of an invention for \_\_\_\_\_

Insert title of the invention

in the following Convention countries and on the following official date(s);

Insert the name of the Convention country(ies) and official dates.

Convention Country	Date(s)
_____	_____
_____	_____

Insert the official date of the earliest Convention application.

- (ii) that the invention was not in use in Pakistan by any other person before the \_\_\_\_\_;
- (iii) that the specification filed with this application is, and any amended specification which may hereafter be filed in this behalf will be, true of the invention to which this application relates;
- (iv) that the facts and matters stated herein are true to the best of my (or our) knowledge, information and belief.
- (v) that following are particulars of my application, -

Insert number of sheets of the Description, Claim(s), Abstract, and Drawings.

Description:	
Claim (s):	
Abstract:	
Drawing (s):	

Insert address for service in Pakistan.

Address for service in Pakistan:

Insert the official date of the earliest Convention application

I (or we) humbly pray that a patent may be granted to me (or us) for the said invention in of priority to other applicants and that such patent shall have the date \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Insert name, Designation and address of the signatory. In case of Agent, also include latest tele-communication details.

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

To  
Controller of Patents  
The Patent Office  
Karachi

Website: [www.ipo.gov.pk](http://www.ipo.gov.pk) E-mail: [patent@ipo.gov.pk](mailto:patent@ipo.gov.pk)

**3.1.6 Form P-2A**

**Form P-2A**

Fee Rs.

**Patents Ordinance, 2000**

Convention application for patent when the true and first inventor is NOT a party to the application  
(Section 13(2) (Rule 8(2))

(To be accompanied in duplicate by a Complete Specification on Form P-3A)

I (or we)

Insert (in full) the name address, and nationality of the applicant or applicants.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereby declare that: -

(i) I am (or we are) (or the said \_\_\_\_\_) am/are/is the legal representative(s) of \_\_\_\_\_

Give name, address and nationality of the Convention applicant or applicants.

\_\_\_\_\_  
\_\_\_\_\_ deceased or the assignee of \_\_\_\_\_

Insert title of the invention

(ii) that \_\_\_\_\_ has (or have) (jointly with me/us) made application(s) for the protection of the invention for \_\_\_\_\_ in the following Convention countries and on the following official date(s);

Insert particulars of the Convention application on which the priority is based

Convention Country	Date(s)
_____	_____
_____	_____

Insert the official date of the earliest Convention application.

(ii) that the invention was not in use in Pakistan by any other person before the \_\_\_\_\_;  
(iii) that the specification filed with this application is, and any amended specification which may hereafter be filed in this behalf will be, true of the invention to which this application relates;  
(iv) that the facts and matters stated herein are true to the best of my (or our) knowledge, information and belief.

Insert number of sheets of the Description, Claim(s), Abstract, and Drawings.

(v) that following are particulars of my application, -

Description:	
Claim (s):	
Abstract:	
Drawing (s):	

Insert address for service in Pakistan.

Address for service in Pakistan:

Insert the official date of the earliest Convention application

I (or we) humbly pray that a patent may be granted to me (or us) for the said invention in of priority to other applicants and that such patent shall have the date \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Insert name, Designation and address of the signatory. In case of Agent, also include latest tele-communication details.

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

To  
Controller of Patents  
The Patent Office  
Karachi

Website: [www.ipso.gov.pk](http://www.ipso.gov.pk) E-mail: [patent@ipso.gov.pk](mailto:patent@ipso.gov.pk)

**3.1.7 Form P-28**

**Form P-28**

**Patents Ordinance, 2000**

To be stamped  
under the stamp Act.

Form of Authorization to Agent.  
(Section 81)(Rule 55)

IN THE MATTER OF

Insert particulars of the  
case.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insert (in full) the name,  
address, and nationality.

hereby authorize

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insert name, address and  
Communication details of  
the agent.

to act as my (or our) Agent and to perform the functions, acts and deeds deemed  
permissible by the Ordinance and the Rules and to receive all notices, requisitions  
and communications until further notice.

Strike out if not required.

And I (or we) revoke the previous authority given by me (or us) to \_\_\_\_\_

Insert name of Agent  
whose authority is  
cancelled.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in this matter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Insert name,  
designation and  
address of the  
signatory. In case  
of Agent, also  
include latest tele-  
communication details.

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

To  
Controller of Patents  
The Patent Office  
Karachi

Website: [www.ipo.gov.pk](http://www.ipo.gov.pk) E-mail: [patent@ipo.gov.pk](mailto:patent@ipo.gov.pk)



### 3.2 Form for Registration of Copyrights

**Form-II**  
**APPLICATION FOR REGISTRATION OF COPYRIGHTS**  
[ SEE RULE 4 (i) ]

To  
The Registrar of Copyrights,  
Copyright Office,  
**KARACHI.**

Sir,

In accordance with section 39 of the Copyright Ordinance, 1962 (XXXIV of 1962), I/We hereby apply for registration of copyright and request that entries may be made in the Register of Copyrights as in the enclosed statement of particulars sent herewith in triplicate.

\*I also send herewith duly completed the statement of further particulars relating to the work.

2. In accordance with sub-rule (3) of Rule 4 of the copyright rules, 1967, I/We have sent by hand pre-paid registered post copies of this letter and of the enclosed statement(s) to the other parties \*\*concerned as shown below:-

NAME AND ADDRESS OF THE PARTIES	DATE OF DESPATCH
<div style="border: 1px solid black; padding: 5px;"><hr/><hr/><hr/><hr/></div>	<div style="border: 1px solid black; padding: 5px;"><hr/><hr/></div>

3. The prescribed fee has been paid, as per details below:-
4. Communication on the subject may be addressed to:-

List of enclosures:-

Yours faithfully

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
( Signature )

**\*STATEMENT OF PARTICULARS (TO BE SENT IN TRIPLICATE)**

\*For Literary, Dramatic, Musical and Artistic Works only.

\*\*See entries 7, 11, 12 and 13 of the statement of particulars and the party referred to in entry 2(e) of the statement of further particulars.

**Pay order/D.D. in favour of “DIRECTOR GENERAL IPO-PAKISTAN”**

**Statement Of Particulars**

**( To be sent in triplicate )**

1. Registration Number ( to be filled in the Copyright office )
2. Name, Address and Nationality of the applicant. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Nature of the applicant’s interest in the Copyright of the work. \_\_\_\_\_
4. Class and description of the work and year of creation. \_\_\_\_\_  
\_\_\_\_\_
5. Title of the work. “ \_\_\_\_\_ ”
6. Language of the work. \_\_\_\_\_
7. Name, address and nationality of the author and if the author is dead, the date of his death: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Whether work is published or unpublished. \_\_\_\_\_
9. Year and country of first publication and name, address and nationality of the publisher. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Year and countries of subsequent publications, if any and names addresses and nationalities of the publishers. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Names, Addresses and Nationalities of the owners of the various rights comprising the copyright in the work and the extent of rights, held by each,

together with particulars of assignment and licenses, if any.

---

---

---

12. Names, Addresses and Nationalities of the other persons, if any authorized to assign or license the rights comprising the copyrights.

---

---

---

13. If the work is an artistic work, the location of the original work, including name, address and nationality of the person in possession of the work (in the case of an architectural work the year of completion of the work should also be mentioned).

---

---

14. Remarks, if any; \_\_\_\_\_

---

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
( Signature )

Statement Of Further Particulars

( For Literary, Dramatic, Musical and Artistic works Only )

( To be sent in Triplicate )

1. If the work to be registered, whether the work is :-
  - (a) an original work? \_\_\_\_\_
  - (b) a translation of a work in the public domain? \_\_\_\_\_
  - (c) a translation of a work in which Copyright subsist? \_\_\_\_\_
  - (d) an adaptation of a work in public domain? \_\_\_\_\_
  - (e) an adoption of work in which Copyright subsists? \_\_\_\_\_
  
2. If the work is a translation or adaptation of a work in which Copyright subsists:-
  - (a) Title of the original work; \_\_\_\_\_
  - (b) Language of the original work; \_\_\_\_\_
  - (c) Name, address and nationality of the author of this original work and if the author is dead, the date of his death; -----  
-----  
-----
  - (d) Name, address and nationality of the publisher, if any of the work;  
\_\_\_\_\_  
\_\_\_\_\_
  - (e) Particulars of the authorization for a translation or adaptation including the name, address and nationality of the party authorizing; \_\_\_\_\_  
\_\_\_\_\_
  
3. Remarks, if any; \_\_\_\_\_  
\_\_\_\_\_

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
( Signature )

### 3.2.1 Undertaking for Copyrights

#### 3.2.1.1 Undertaking for Artistic Work

##### 3.2.1.1.1 Affidavit – Self Creation

## **UNDERTAKING FOR ARTISTIC WORK** **AFFIDAVIT (Self Creation)**

I, \_\_\_\_\_ S/o. \_\_\_\_\_ Muslim, adult, Pakistani National resident of \_\_\_\_\_ state on Oath and declare as under:-

1. That I am \_\_\_\_\_ of M/s. \_\_\_\_\_ and to confirm that I have created/ designed the artistic work/ \_\_\_\_\_ under the title of \_\_\_\_\_
2. That the Artistic Work/ \_\_\_\_\_ entitled above applied for registration of copyright by \_\_\_\_\_ is original creation and neither copy nor imitation of work of any other author nor copy or imitation of any design, trademark or service mark.
3. That to the best of my knowledge there is no other person who is interested in the Copyright of the Artistic Work/ \_\_\_\_\_ entitled above.
4. That in case above declaration is found to be false or incorrect, copyright, if granted, is liable to be cancelled in addition to any other action permissible under law including but not limited to black listing the author in future artistic work.
5. That the contents in para No.1 to 4 above are true and correct to the best of my knowledge, information and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**DEPONENT**

3.2.1.1.2 Affidavit – No Objection Certificate

**UNDERTAKING FOR ARTISTIC WORK**

**AFFIDAVIT (No Objection Certificate)**

I, \_\_\_\_\_ S/o. \_\_\_\_\_ Muslim, adult, Pakistani National holding CNIC# \_\_\_\_\_ resident of \_\_\_\_\_ state on Oath and declare as under:-

1. That I am professional artist designer and working under name and style trading as M/s \_\_\_\_\_
2. That as per instruction of Mr./M/s \_\_\_\_\_ I have created/ designed the artistic work/Label design/monogram/Logo/Calligraphy under the title of \_\_\_\_\_.
3. That the Artistic Work/Label design/Monogram/Logo/ Calligraphy under the Title of " \_\_\_\_\_ " applied registration of Copyrights in the Copyright Office, Intellectual Property Organization, Government of Pakistan, by M/s \_\_\_\_\_ is my original creation (**Created in the Year** \_\_\_\_\_) and is neither copy nor imitation of work of any author.
4. That I hereby undertake that I have received my full and final remuneration from M/s. \_\_\_\_\_ and there is nothing any dues in the subject matter with M/s. \_\_\_\_\_.
5. That to the best of my knowledge there is no other person who is interested in the Copyright of the above title/work.
6. That in case above declaration is found to be false or incorrect, copyright if granted is liable to be cancelled in addition to any other permissible under law including but not limited to black listing the author in future artistic work.
7. That the contents in Para No.1 to 6 above are true and correct to the best of my knowledge, information and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**DEPONENT**

### 3.2.1.1.3 Format of Advertisement (for Artistic Work only)

#### ADVERTISEMENT FOR THE REGISTRATION OF COPYRIGHT

(Under the proviso to sub-Section (2) of section 39 of the Copyrights Ordinance, 1962) read with Rule-4(3.A) of Copyright rules, 1967

#### SPACE OF ARTISTIC WORK

General Public and all concerned persons are hereby informed that we/our client M/s. \_\_\_\_\_ have applied for registration of Copyrights of above Artistic Work/Label Design/Logo/Calligraphy/under the title of \_\_\_\_\_ in the Copyright Office, Government of Pakistan, Karachi/Lahore/Islamabad on \_\_\_\_\_

Any Person / Authority having any interest, claim, right, lien, objection or whatsoever should file objection in writing if any, within one month of the publication of this advertisement to **The Registrar of Copyright Office, Government of Pakistan, Intellectual property Organization, Ground Floor, Plot # ST 1 & 2, New Broad Casting House (Ground Floor), Behind KDA Civic Center, Block -14, Gulshan-e-Iqbal, Karachi Ph# 021-99230140-41**

#### ADDRESS OF ADVOCATE/APPLICANT

3.2.1.2 *Undertaking for Literary Work*

3.2.1.2.1 Affidavit / Undertaking

**UNDERTAKING FOR LITERARY WORK**

**AFFIDAVIT/UNDERTAKING**

I, \_\_\_\_\_ S/o. \_\_\_\_\_ Muslim, adult, Pakistani National resident of \_\_\_\_\_ holding CNIC # \_\_\_\_\_ of state on Oath and declare as under:-

1. That I am author and to confirm that I have written/compiled/ arranged the literary work/book the year \_\_\_\_\_ under the title of \_\_\_\_\_.
2. That I am writer of the literary work/ book entitled above in Urdu/English/Arabic Language.
3. That to the best of my knowledge there is no other person who is interested in the Copyright of the above said literary work/ book entitled above.
4. That I undertake that the said literary work/ book written/compiled/arranged by me and not copied by any other.
5. That in case above declaration is found to be false or incorrect, copyright, if granted, is liable to be cancelled in addition to any other action permissible under law including but not limited to black listing the author in future literary work.
6. That the contents in para No.1 to 6 above are true and correct to the best of my knowledge, information and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

**DEPONENT**



3.2.1.2.2 Affidavit / NOC from Writer / Author / Creator (for Literary Work only)

**AFFIDAVIT/NOC FROM WRITER/AUTHOR/CREATOR**

I, \_\_\_\_\_ S/o. \_\_\_\_\_ Muslim, adult, Pakistani National resident of House No. \_\_\_\_\_ holding CNIC # \_\_\_\_\_ of state on Oath and declare as under:-

1. That I am professional writer/author/creator of literary works and written various works and to confirm that I have written/compiled/arranged the literary work in the year \_\_\_\_\_ under the title of \_\_\_\_\_
2. That I undertake that the said literary work in \_\_\_\_\_ language written/compiled/arranged by me and not copied from any other work etc.
3. That to the best of my knowledge there is no other person who is interested in the Copyright of the above said literary work entitled above.
4. That I have no objection and will not claim any right by me or my legal heirs/representative etc. in future in respect of said copyright under the title of \_\_\_\_\_
5. That I have no objection if the copyright in the above said literary work is being registered in the name of Mr./M/s. \_\_\_\_\_ having address at \_\_\_\_\_.
6. That I have received full and final remuneration from Mr./ M/s. \_\_\_\_\_ having address at \_\_\_\_\_ for the services.
7. That in case above declaration is found to be false or incorrect, copyright, if granted, is liable to be cancelled in addition to any other action permissible under law including but not limited to black listing the author in future for literary work.
8. That the contents in para No.1 to 7 above are true and correct to the best of my knowledge, information and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**DEPONENT**

**3.2.1.3 Undertaking for Record Work**

**3.2.1.3.1 Affidavit / Undertaking for Self Creation (for Record Work only)**

**AFFIDAVIT/UNDERTAKING FOR SELF CREATION**

I, \_\_\_\_\_ S/o. \_\_\_\_\_ Muslim, adult, Pakistani National holding CNIC No. \_\_\_\_\_ resident of \_\_\_\_\_ state on Oath and declare as under:-

2. That I am Applicant/Sole Proprietor/Director/Chief Executive Officer of M/s. \_\_\_\_\_ having address as \_\_\_\_\_ and Singer/music composer/ author/writer/Lyricist of the applied record and to confirm that I have sung/written/ compiled/arranged the record work in the year \_\_\_\_\_ under the title of \_\_\_\_\_ in \_\_\_\_\_ language.

2. That to the best of my knowledge there is no other person who is interested in the Copyright of the above said record work entitled above.

3. That I undertake that the said record work is being sung/written/ compiled/arranged by me and not copied from any other work etc.

4. That in case above declaration is found to be false or incorrect, copyright, if granted, is liable to be cancelled in addition to any other action permissible under law including but not limited to black listing the author in future for record work.

5. That the contents in para No.1 to 4 above are true and correct to the best of my knowledge, information and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**DEPONENT**

3.2.1.3.2 Affidavit / NOC from Singer / Music Composer / Author / Writer / Lyricist (for Record Work only)

**AFFIDAVIT/NOC FROM SINGER/MUSIC  
COMPOSER/AUTHOR/WRITER/LYRICIST**

I, \_\_\_\_\_ S/o. \_\_\_\_\_ Muslim, adult, Pakistani National resident of House No. \_\_\_\_\_ holding CNIC # \_\_\_\_\_ of state on Oath and declare as under:-

1. That I am Singer/music composer/author/writer/Lyricist of the various record works and to confirm that I have sung/written/compiled/arranged the record work in the year \_\_\_\_\_ under the title of \_\_\_\_\_
2. That I undertake that the said record work is being sung/ written/ compiled/arranged by me and not copied by from other work etc.
3. That to the best of my knowledge there is no other person who is interested in the Copyright of the above said record work entitled above.
4. That I have no objection and will not claim any right by me or my legal heirs/representative etc. in future in respect of said copyright under the title of \_\_\_\_\_
5. That I have no objection if the copyright in the above said record work is being registered in the name of Mr./M/s. \_\_\_\_\_ having address at \_\_\_\_\_.
6. That I have received full and final remuneration from Mr./ M/s. \_\_\_\_\_ having address at \_\_\_\_\_ for the services.
7. That in case above declaration is found to be false or incorrect, copyright, if granted, is liable to be cancelled in addition to any other action permissible under law including but not limited to black listing the author in future for record work.
8. That the contents in para No.1 to 7 above are true and correct to the best of my knowledge, information and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**DEPONENT**

**3.2.1.4 Undertaking for Cinematographic Work**

**3.2.1.4.1 Affidavit / Undertaking from Producer / Author / Creator**

**AFFIDAVIT/UNDERTAKING FROM PRODUCER/AUTHOR/CREATOR**

I, \_\_\_\_\_ S/o. \_\_\_\_\_ Muslim, adult, Pakistani National holding CNIC No. \_\_\_\_\_ resident of \_\_\_\_\_ state on Oath and declare as under:-

1. That I am the Applicant/Sole Proprietor/Director/Chief Executive Officer of M/s. \_\_\_\_\_ having address as \_\_\_\_\_ and producer/author of the applied Cinematographic work and to confirm that I have create/written/compiled/arranged the cinematographic work in the year \_\_\_\_\_ under the title of \_\_\_\_\_ in \_\_\_\_\_ language.
2. That to the best of my knowledge there is no other person who is interested in the Copyright of the above said cinematographic work entitled above.
3. That I undertake that the said cinematographic work is created/ written/compiled/arranged by me and not copied from any other cinematographic work etc.
4. That in case above declaration is found to be false or incorrect, copyright, if granted, is liable to be cancelled in addition to any other action permissible under law including but not limited to black listing the author in future for cinematographic work.
5. That the contents in para No.1 to 4 above are true and correct to the best of my knowledge, information and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**DEPONENT**

3.2.1.4.2 Affidavit / Undertaking from Producer / Author / Creator

**AFFIDAVIT/NOC FROM**  
**ARTIST/ACTOR/PERFORMER/CREATOR**

I, \_\_\_\_\_ S/o. \_\_\_\_\_ Muslim, adult, Pakistani National resident of House No. \_\_\_\_\_ holding CNIC # \_\_\_\_\_ of state on Oath and declare as under:-

1. That I am professional Artist/Actor/performer and performing in various kind of cinematographic works and to confirm that I have perform in the cinematographic works in the year \_\_\_\_\_ under the title of \_\_\_\_\_
2. That I undertake that the said cinematographic work performed/created/ written/compiled/arranged by me and not copied by from other cinematographic work etc.
3. That to the best of my knowledge there is no other person who is interested in the Copyright of the above said cinematographic work entitled above.
4. That I have no objection and will not claim any right by me or my legal heirs/representative etc. in future in respect of said copyright under the title of \_\_\_\_\_.
5. That I have no objection if the copyright in the above said record work is being registered in the name of Mr./M/s. \_\_\_\_\_ having address at \_\_\_\_\_.
6. That I have received full and final remuneration from Mr./ M/s. \_\_\_\_\_ having address at \_\_\_\_\_ for the services.
7. That in case above declaration is found to be false or incorrect, copyright, if granted, is liable to be cancelled in addition to any other action permissible under law including but not limited to black listing the author in future for cinematographic work.
8. That the contents in para No.1 to 7 above are true and correct to the best of my knowledge, information and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**DEPONENT**

### 3.3 Form for Registration of Trademark

#### 3.3.1 Form TM-55

### TM-55

Fee: Rs. 1000 (See entry No. 54 of the First Schedule)

#### Request for Search Under Rule 87

The Registrar is hereby requested under rule 87 of the Trademarks Rules, 2004 to search in Class <sup>a</sup> \_\_\_\_\_ in respect of <sup>b</sup> \_\_\_\_\_  
\_\_\_\_\_ to ascertain whether any trademarks are on record which resemble the trade mark sent herewith in duplicate (each representation being mounted on a sheet of strong paper approximately 13 inches by 8 inches in size).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

Signature<sup>c</sup> \_\_\_\_\_

Name of signatory in block letters \_\_\_\_\_

<sup>d</sup>  
\_\_\_\_\_  
\_\_\_\_\_

To,  
The Registrar of Trade Marks,  
Trade Marks Registry,  
Karachi.

<sup>a</sup> The Registrar's direction should be obtained if the class is not known

<sup>b</sup> Specify the goods (in the class stated) in respect of which the search is to be made.

<sup>c</sup> Signature

<sup>d</sup> Address

### 3.3.2 Form TM-1

## TM-1

(To be accompanied by a **duplicate** of this Form and by **six** additional representations affixed on a durable paper of size 13" x 8")  
Fee: See entry No.1 of the First Schedule

### Application for registration of trade mark for goods or services and to register a domain name under section 22(1), section 84(2); rule 12

One representation to be fixed within this space and **six** others to be sent separately. Representation of larger size may be folded but must then be mounted upon linen or other suitable material affixed thereto. See rule 17.

Application is hereby made for registration in the register of the accompanying trade mark in class <sup>e</sup> \_\_\_\_\_

in respect of <sup>f</sup> \_\_\_\_\_

in the name(s) of <sup>g</sup> \_\_\_\_\_ Nationality \_\_\_\_\_

trading as <sup>h</sup> \_\_\_\_\_

whose trade or business address is <sup>i</sup> \_\_\_\_\_

who claim(s) to be the proprietor(s) thereof and by whom the said mark is proposed to be used / being used

since \_\_\_\_\_ in respect of said goods or services <sup>j</sup> \_\_\_\_\_.

If the application is for a series of marks, indicate how many marks in the series <sup>k</sup> \_\_\_\_\_.

If the application is for domain name indicate whether it is in respect of goods or services <sup>l</sup> \_\_\_\_\_.

If colour is claimed, indicate here and state the colour(s) <sup>m</sup> \_\_\_\_\_.

Address for service in Pakistan to which all correspondence should be sent <sup>n</sup> \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_.

Signature <sup>o</sup> \_\_\_\_\_

Name and Designation of signatory in block letters \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

To,  
The Registrar of Trade Marks,  
Trade Marks Registry, Karachi.

<sup>e</sup> Insert the serial number of the class as indicated in Schedule IV to the Trade Marks Rules 2004.

<sup>f</sup> Specify the goods or services. Only goods and services included in one and the same class should be specified. Please consult Schedule IV attached to the rules to check the class of goods and services or the Book on International Classification of goods issued by the International Bureau for the Protection of Intellectual Property, Geneva.

<sup>g</sup> Insert legible the full name, description and **nationality of the applicant**.

<sup>h</sup> Insert the trading style, if any.

<sup>i</sup> Insert the full trade or business address of the applicant.

<sup>j</sup> Strike out whichever is not applicable. If the mark is already in use, file the proof thereof by way of affidavits, publicity material, sale figures etc.

<sup>k</sup> Indicate how many marks are in the series.

<sup>l</sup> Indicate whether domain name is in respect of goods or services.

<sup>m</sup> State the colour(s) claimed.

<sup>n</sup> State address for service in Pakistan.

<sup>o</sup> Signature of the applicant. If the mark is owned by an individual, he must sign it, if owned by a partnership firm, by the Managing Partner, if the applicant is a limited company, by the Managing Director or Director.

Notes – (1) *The prescribed fee should be paid along with this application either through a cheque drawn in favour of or through a money order addressed to the Director General, IPO- Pakistan.*

(2) *Where the application is being filed through an attorney, a power of attorney on Form TM-48 duly stamped must accompany this application.*

(3) *If the word mark is in a language other than English, Urdu or regional Pakistani languages, its translation and transliteration in the form of an affidavit must accompany this application.*



### 3.3.3 Form TM-11

## FORM TM-11

<b>Fee: See entry Nos.11 &amp; 12 Of the First Schedule</b>
---

Fee for Registration of a trade mark  
(Section 33(2). rule 48)

(If the applicant has furnished a printing block for advertisement, this form must be accompanied by one unmounted representation of the mark exactly as shown in the form of application).

I (or we) (a) \_\_\_\_\_ transmit the prescribed fee for the Registration of the Trade Mark No. \_\_\_\_\_ in class \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201 \_\_\_\_\_.

Signature (b) \_\_\_\_\_  
Name of signatory in block letters

To,  
The Registrar of Trade Marks,  
Trade Marks Registry,  
Karachi.

---

- (a) Insert full name, address and nationality, (See rule 8).
- (b) Signature of the applicant

**Note.1.-** The request for entry of an address for service of the Registered Proprietor be Made on Form TM-50 and if it accompanies this Form no fee will be payable on Form will be payable on Form TM-50.

**Note.2.-** This form alongwith the registration fee shall be submitted to the Trade Mark Registry within one month of its receipt form the Registry.

Website: [www.ipo.gov.pk](http://www.ipo.gov.pk) E-mail: [tmr@ipo.gov.pk](mailto:tmr@ipo.gov.pk)

### 3.3.4 Form TM-48

## FORM TM-48

(To be stamped under the Stamp Act, 1899)  
Form of Authorization of Agent in a matter or proceeding  
under the Ordinance (Section 127, Rule 10)

I (or We) (a) \_\_\_\_\_ hereby authorize  
(b) \_\_\_\_\_ of \_\_\_\_\_ to Act as my  
(or our) agent for (c) \_\_\_\_\_ and request that all  
notices, requisitions and communications relating thereto may be sent to such agent at the above  
address.

I (or we) hereby revoke all previous authorizations, if any, in respect of the same matter or  
proceeding.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

Signature (d) \_\_\_\_\_  
Name of signatory in block letters

Address (e) \_\_\_\_\_

(To be struck out if the person appointing the agent desires his own address to be treated as the  
address for service after registration).

I (or we) also authorize the said (b) \_\_\_\_\_ to complete  
Form TM-SO requesting the entry of address for service as part of my (or our) registration obtained  
under the above authorization.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

Signature (d) \_\_\_\_\_  
Name of signatory in block letters

Signature (e) \_\_\_\_\_

To,  
The Registrar of Trade Marks,  
Trade Marks Registry,  
Karachi.

\_\_\_\_\_  
Name of signatory in block letters

- (a) Insert full name, address and nationality. See rule 8.
- (b) Insert name and address of agent.
- (c) State the particular matter or proceeding for which' the agent is Appointed, giving the reference number if known.
- (d) To be signed by *the* person appointing *the* agent.
- (e) Insert the full trade or business address of the person appointing the agent.

Website: [www.ipo.gov.pk](http://www.ipo.gov.pk) E-mail: [tmr@ipo.gov.pk](mailto:tmr@ipo.gov.pk)