

INTELLECTUAL PROPERTY POLICY

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Table of Contents

1. Introduction
2. Definitions
3. Purpose of the Policy
4. Scope of the Policy
5. Governance
 - 5.1. IP Committee
 - 5.2. Technology Transfer Office
6. Ownership of IP and rights of use
 - 6.1. IP created by Staff Members and Faculty Members
 - 6.2. IP created by Students
 - 6.3. IP created by Visitors
 - 6.4. Scholarly Works
 - 6.5. Moral rights
7. Publication and non-disclosure
8. Research Agreements and Sponsored Research Agreements
9. IP disclosure
10. Determination by the IP Committee and the TTO
 - 10.1. Determination of creatorship and ownership
 - 10.2. Determination of IP protection and Commercialization
 - 10.3. Determination where protection and Commercialization is not pursued
11. IP Commercialization
12. Incentives and revenues distribution
13. Conflicts of Interest and Conflicts of Commitment
14. Disputes
15. Final provisions

1. Introduction

Université Saint-Joseph de Beyrouth (USJ – Saint Joseph University of Beirut) hereinafter the “University,” founded and animated by the Society of Jesus in 1875, is a private Lebanese university with a scientific and cultural non-profit character, which assumes a public mission of higher education and research.

2. Definitions

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

- “**Author**” means any person to whom this Policy is applicable, who individually or jointly with others makes any copyrightable work and who meets the criteria for authorship under the IP laws of Lebanon.
- “**Background IP**” means any pre-existing IP created before the execution of any Research Project or prior to a Creator becoming subject to this Policy.
- “**Commercialization**” means any form of utilization of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society.
- “**Commercialization Entity**” means “**Société Recherche et Développement SARL**”.
- “**Conflict of Commitment (COC)**” means any situation in which a Staff Member’s, Faculty Member’s, Student’s or Visitor’s primary professional loyalty is not to the University because the time and effort devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contract, deed of appointment, registration or appointment agreement, respectively.

- “**Conflict of Interest (COI)**” means any situation in which the real or perceived interests of a Staff Member, Faculty Member, Visitor or Student may run counter to the interests of the University or negatively affect their employment, duties or responsibilities.
- “**Creator**” means any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of ‘Inventor’ or ‘Author’ as generally implied in the IP laws of Lebanon.
- “**Enabler**” means any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by Creators mainly through the execution of standard tasks or following through on specific instructions, but without their practical contribution the Commercialization would not have been possible.
- “**Faculty Member**” means any person who is under a deed of appointment with the University in accordance with the Instructor and Researcher Code of the University.
- “**Gross IP Revenue**” means all revenue received from the Commercialization of University IP through its Commercialization Entity before any deductions for IP Expenses, as defined in Article 12 below.
- “**Intellectual Property (IP)**” means all outputs of creative endeavor in any field at the University for which legal rights may be obtained or enforced pursuant to the IP laws of Lebanon. IP may include:
 - Potentially patentable Inventions including any new or useful process, device or apparatus, article of manufacture, composition of matter (including chemical compounds, microorganisms, and the like), or related improvement to any of the foregoing, or a new use for a known material or device;
 - Literary works, including publications in respect of Research results, and associated materials;
 - Other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of University resources or facilities;
 - Databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
 - Patentable and non-patentable technical information;
 - Designs including layout designs (topographies) of integrated circuits;
 - Trade secrets;
 - Know-how, information and data associated with the above; and
 - Any other University-commissioned works not included above.
- “**Intellectual Property Rights (IPRs)**” means the proprietary rights that may be granted relating to trademark, copyright or patent under the IP laws of Lebanon.
- “**Invention**” means the definition under the IP laws of Lebanon.
- “**Inventor**” means any person to whom this Policy is applicable, who, individually or jointly with others, makes an Invention and who meets the criteria for inventorship under the IP laws of Lebanon.
- “**IP Disclosure Form**” means the forms to be completed by Creators and submitted to the TTO to document their Invention.
- “**IP Assignment Form**” means a written agreement pursuant to which Creators formally assign and transfer to the University all rights, titles, and interest in and to the IP.
- “**IP Expenses**” means all expenses incurred by the University in the management and Commercialization of IP for which Gross IP Revenue has been received.
- “**IP Committee**” means the entity established within the University’s Vice-Rectorate for Research, as outlined in Article 5.1. below.
- “**Net IP Revenue**” means the Gross IP Revenue less IP Expenses.
- “**Policy**” means the present Policy entitled “Intellectual Property Policy of Université Saint-Joseph de Beyrouth (USJ - Saint Joseph University of Beirut).”
- “**Public Domain**” means the freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.
- “**Research**” means any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research and experimental development.

- “**Research Sponsor**” means any individual, company, or other entity that provides financial support, materials, equipment, or any other resources for the Research Projects conducted by the University.
- “**Research Agreement**” means any type of agreement between the University and a Staff Member, Faculty Member, Student or Visitor concerning Research Projects, which could result in IP being created at the University.
- “**Research Project**” means any project that forms the basis of Research undertaken by the University and includes projects undertaken by a Student, under the supervision of a Staff Member, Faculty Member or a Visitor.
- “**Scholarly Works**” means all copyright works which are the outputs of academic Staff Members, Faculty Members, Students or Visitors, including Research, creative and other outputs within their respective areas of expertise. It does not include computer software and databases.
- “**Staff Member**” means an employee of the University including technical, administrative and adjunct staff, whether full-time, part-time or on a temporary basis.
- “**Substantial Use**” means extensive use of the University’s resources, which include, but are not limited to facilities, equipment, human resources, or funds. Routine use of libraries or office space is not considered part of the Substantial Use.
- “**Sponsored Research Agreement**” means any agreement concluded between the University and an individual, company, or other entity, where such individual, company, or entity acts as a Research Sponsor for the Research Projects of the University.
- “**Technology Transfer Office (TTO)**” means the entity established within the University’s Vice-Rectorate for Research, as outlined in Article 5.2. below.
- “**TTO Officer**” means the individual appointed by the Rector who is responsible for the management of the TTO.
- “**Trade Secret**” means the confidential information not publicly available that has commercial and non-commercial value because of its confidential nature, and which the owner has taken reasonable efforts to keep secret.
- “**University IP**” means the IP owned by the University.
- “**Visitor**” means any person who is not a Staff Member, Faculty Member, or Student of the University, who engages in work at the University, including visiting professors, adjunct and conjoint professors, instructors, researchers, scholars and volunteers, and who concludes an agreement with the University.

3. Purpose of the Policy

The purpose of this Policy is to:

- Serve as the starting point for a common understanding about IP, IPRs and incentives for researchers or Inventors;
- Set the framework for the development of the IP into products and processes, as well as to encourage the Creators to create and identify IP with potential scholarly and/or commercial value, by establishing the rules and procedures for the protection, management and/or Commercialization of the IP;
- Establish ownership criteria for IP, as well as address and resolve ownership questions should they arise;
- Promote the creation, protection and Commercialization of IP;
- Establish the structure and means through which the University deals with the ownership and disposition of its IP, ensuring transparency;
- Ensure the legal protection, as applicable, and Commercialization of the University’s IP; while preserving the standards and traditions of education, academic freedom, timely publications, University sovereignty, mission statement and values, as well as the protection of the ownership rights of both the Creators and the University.

4. Scope of the Policy

4.1. **IP.** This Policy applies to all IP generated at the University, in particular by Staff Members, Faculty Members, Students and Visitors. Rights and obligations under this Policy shall survive any termination of employment, appointment or enrollment at the University.

4.2. **Background IP.** Upon commencing any Research Project within the University, Staff Members, Faculty Members, Students and Visitors must declare any existing IP they wish to exclude from the application of this Policy.

4.3. This Policy shall be disseminated to the entire University community by means of the communication tools and media it uses. It is publicly available on the University's website (www.usj.edu.lb).

5. Governance

Within the framework of the University's Vice-Rectorate for Research, two distinct entities are constituted: the IP Committee and the Technology Transfer Office (TTO).

5.1. IP Committee

5.1.1. Composition

The IP Committee shall be chaired by the Rector, represented by the Vice-Rector for Research, and assisted by the TTO Officer. In addition to the aforementioned members, the IP Committee shall also be constituted by the following members:

- 4 Scientific expert representative(s) from among the Faculty Members of various institutes of the University, as needed;
- Industry, commercial, or marketing experts, from the University or the private sector.

The IP Committee may invite members of the Commercialization Entity to allow access or visibility to future IP.

5.1.2. Scope of work

The IP Committee is the ultimate decision-making body for the management and Commercialization strategy of any IP. It oversees the implementation and evolution of this Policy, and provides strategic guidance and other relevant IP support to the TTO. Within this context, it shall:

- Review Research Agreements and Sponsored Research Agreements that include intellectual property clauses which deviate from this Policy;
- Review all IP Disclosure Forms submitted to the TTO by Creators in order to assess licensing and commercial potential;
- Make recommendations regarding the management, ownership, Commercialization, protection and other matters related to the University IPs;
- Review requests to waive provisions of this Policy.

5.2. Technology Transfer Office (TTO)

5.2.1. Composition

The TTO shall be managed by the TTO Officer and shall consist of:

- Business management professionals with expertise in technology transfer and relationship management;
- Industry professional experts and alumni network members focused on building partnerships and Commercialization;
- Members of the Commercialization Entity.

5.2.2. Scope of work

The TTO is responsible for assisting the University in managing, monitoring and commercializing its IP, and for promoting its development, in coordination with the IP Committee's recommendations, namely:

- Outreach and awareness to Creators;
- IP management;
- Technology marketing;
- Research Agreement and Sponsored Research Agreements negotiations;
- IP costs and revenue distribution.

6. Ownership of IP and Rights of Use

6.1. IP created by Staff Members and Faculty Members

6.1.1. University ownership. The University shall own all IP created by Staff Members or Faculty Members:

- In the course and scope of their employment or deed of appointment; or
- With the Substantial Use of the University's resources.

6.1.2. Staff Members or Faculty Members ownership. Staff Members or Faculty Members shall retain ownership of the IP they have created:

- When such IP consists of Scholarly Works as per Article 6.4. below;
- In some cases of a Sponsored Research Agreements as per Article 8 below;
- If the IP Committee does not approve as per Article 10.3. below;
- Is outside the course and scope of their employment or execution of their deed of appointment as per Article 13 below.

6.2. IP created by Students

6.2.1. Student ownership. IP created by a Student in the course of their study at the University (including theses, dissertations and other Scholarly Works) shall be owned by the Student, unless the IP is created by a Student in a Research Project, as per Article 6.2.2. below.

The University is granted an irrevocable, perpetual, royalty-free, nonexclusive, worldwide right and license to use the Student's work for its research and education purposes.

6.2.2. University ownership. IP emanating from a Student's Research Project shall be owned by the University in the following circumstances:

- If the IP is created by making Substantial Use of the University's resources;
- If the Research carried out by the Student forms part of the University's Research Projects;
- If the Invention is a build-up of an existing IP generated by University Staff Members, Faculty Members or Visitors;
- Within the course and scope of the Student's employment at the University as a research assistant or as a Student job;
- If the Invention is generated jointly with University Staff Members, Faculty Members or Visitors;
- When an invention is developed as part of a research project sponsored or funded by the University or an external party and is subject to terms set out in an agreement, such as a sponsorship or funding agreement, that grants ownership, rights, or options in the IP to the University or the sponsor.

6.2.3. IP emanating from Research Agreements or Sponsored Research Agreements. The terms of the Research Agreements or the Sponsored Research Agreements shall regulate the ownership of IP created by a Student in the course of such agreements, as set out in Article 8 below.

6.3. IP created by Visitors

6.3.1. University ownership. Unless otherwise agreed to in writing by the University and the Visitor's home institution prior to the tenure at the University, Visitors are required to assign to the University any IP:

- Created in the course and scope of their appointment agreement with the University; or
- Created by making Substantial Use of the University's resources.

6.3.2. University IP. On departure from the University, a Visitor must sign and submit to the TTO an IP Disclosure Form and an IP Assignment Form disclosing any IP created, as per Article 6.3.1. above whilst at the University.

6.4. Scholarly Works

6.4.1. Authors' ownership. IPRs related to Scholarly Works are owned by the Author of said work. The contribution of these work to the University's benefit lies in their creation and in their use in teaching, further development, and the enhancement of the University's academic stature.

6.4.2. Publication. The University recognizes and endorses the rights of Staff Members, Faculty Members, Students and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible University IP shall first be cleared in writing by the TTO, after having an opportunity to protect such University IP according to Article 8 below.

6.4.3. Licensed to the University. Staff Members, Faculty Members, Students and Visitors shall grant to the University a non-exclusive, royalty free license to use their Scholarly Works for the University's research, learning and teaching purposes.

6.5. Moral rights

The University undertakes to respect and protect the moral rights conferred by Lebanese Law N°75 of April 3, 1999, recognizing that such rights vest in Creators independently of copyright ownership and include the rights of attribution, protection against false attribution, and integrity of authorship; furthermore, the University acknowledges that Staff Members, Faculty Members, Students, and Visitors cannot be required to waive their moral rights as a condition of employment, appointment, enrollment, or funding.

7. Publication and Non-Disclosure

7.1. Right of publication.

The University encourages and supports the right of Creators to decide if and when to publish their Research results, in accordance with Article 6.4. above.

7.2. Non-disclosure for IP protection.

In conjunction with the right of publication, Creators shall be aware that premature Public Disclosure may result in the loss of IP protection rights. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to Article 9 below, and shall consult the TTO before making any Public Disclosure of potential University IP.

It is imperative not to advertise, display, or publish any confidential information related to the Invention without obtaining prior written permission from both the TTO and the Vice-Rector for Research.

8. Research Agreements and Sponsored Research Agreements

This applies to Research Agreements, Sponsored Research Agreements, or collaborative agreements, with an external party, academic institution, or a sponsor.

8.1. Authority

Staff Members, Faculty Members, Students and Visitors shall not have the right to enter into a Sponsored Research Agreement with external parties on behalf of the University unless they are priorly authorized to do so in writing by the Rector.

8.2. Research Agreement and Sponsored Research Agreement policy

All agreements shall clearly define the Research, the scope of activities, the expected outcomes, and the IPRs of the parties. Such agreements shall include provisions regarding the cost of materials and project, and also the costs of patent processing/submissions and publications, to ensure that a clear path forward for the patenting and Commercialization process is established.

8.3. Rights to use

The University retains the rights to use the IP for educational purposes in teaching, learning and research.

8.4. Government rules

Research Agreements and Sponsored Research Agreements shall comply with applicable law and/or Government regulations and/or rules, which may be applicable to Research undertaken by the University, in so far as they relate to the ownership of IP resulting from such Research.

8.5. Approval

Proposed Research Agreements or Sponsored Research Agreements and other legal statements concerning the University's IPRs shall comply with the provisions of this Policy. Any variance from this Policy must be approved by the IP Committee.

9. IP Disclosure

Creators shall maintain appropriate Research records according to University procedures and provide access when needed. Upon identifying potential IP arising from their Research, Creators shall promptly disclose it to the TTO through an IP Disclosure Form.

The signature of the IP Disclosure Form is the way for Staff Members, Faculty Members, Students and Visitors to promptly disclose a work of their own during their Research to ensure a proper determination of ownership. It is mandatory that they mention the faculty or institution which supported the development of the Invention. Each IP Disclosure Form is assigned a reference number and recorded with key details, all of which must remain confidential.

Creators must also fully and accurately disclose all information needed by the IP Committee and the TTO to assess the Invention, particularly before publications or thesis submissions, at which point the reference number will be shared with the Creators to confirm receipt.

10. Determination by the IP Committee and the TTO

10.1. Determination of creatorship and ownership

- A Creator's name shall appear on patents regardless of IP ownership, except in Sponsored Research Agreements, where the University shall retain the status of Creator and shall negotiate agreements including IP ownership and Commercialization, with external parties.
- The University shall solely own all trademarks developed by Faculty Members, Staff Members, Students, and Visitors within the University.
- Creators shall sign all the legal documents provided by the TTO confirming creatorship. If disputes arise, the TTO shall determine contribution percentages or presume equal shares.
- After creatorship is established, Creators must formally assign their IP rights to the University through an assignment form outlining their obligations related to Commercialization.

10.2. Determination of IP protection and Commercialization

- The TTO shall analyze the IP Disclosure Form within ninety (90) days of formal receipt of such form and prepare a preliminary report for the IP Committee to decide on IP protection and Commercialization.
- The IP Committee shall decide whether to protect and commercialize the IP and the TTO must notify Creators of the IP Committee's decision within ninety (90) days of this decision.

10.3. Determination where protection and Commercialization is not pursued

- The IP Committee reserves the right not to protect or commercialize IP that it owns if it is not deemed to be in the best interest of the University or the public.
- Creators shall be notified by the TTO in writing of such a decision in a timely manner, allowing them to take action to protect the IP independently.
- Ownership may be transferred back to the Creators, subject to sponsor and external parties' rights, provided that upon Commercialization, the University shall be compensated for any expenditure it may have incurred in connection with the protection and Commercialization of such IP and shall be granted a non-exclusive, royalty-free license to use the IP for research, learning and teaching purposes.

11. IP Commercialization

The University, in coordination with the Commercialization Entity and with input from the Creators, shall determine the most appropriate strategy for the Commercialization of IP selected for protection, within six (6) months of the decision to protect or commercialize the IP. Creators are required to provide reasonable assistance to the TTO in the assessment, protection, and Commercialization of the IP, including preventing premature disclosure and executing necessary legal documents. The IP Committee retains full discretion over the Commercialization of University-owned IP, while ensuring reasonable efforts to keep Creators informed and involved, where appropriate. All transactions shall be governed by contracts that protect the University's interests, preserve rights for educational and research use, ensure the IP serves the public good, promote

its development into useful goods and services, and prohibit unethical or inactive use. The University further endeavors to foster entrepreneurship through its Commercialization Entity, reinforcing a dynamic and responsible approach to IP Commercialization.

12. Incentives and Revenue Distribution

The University's Commercialization Entity encourages knowledge transfer by offering financial and non-financial incentives to Creators and Enablers whose IP is commercialized.

12.1. Calculation of revenues for distribution.

12.1.1. Calculation of Gross IP Revenue. All revenue received from Commercialization before any deductions for IP Expenses, which includes, notably outright sale of IP, option payments received, license fees received, evaluation fees received, upfront and milestone payments received, royalty payments received, share of profits received, dividends received, commissions, income through disposal of equity, and direct sale of products or services.

12.1.2. IP Expenses. All expenses incurred by the University's Commercialization Entity in the management of IP for which Gross IP Revenue has been received. Before any other distribution, 10% of the revenues received from any IP shall be deducted and allocated by the University's TTO to cover administrative costs and other associated expenses related to licensing, securing, registration, administration, maintenance, enforcement, defense, litigation and others relating to the IP.

12.1.3. Calculation of Net IP Revenue. The TTO shall maintain accurate and transparent documentation of IP Expenses incurred for a particular IP and shall be entitled to cover all IP Expenses it has incurred, as set out in Article 12.1.2. above. The Net IP Revenue is calculated as the Gross IP Revenue less IP Expenses, it shall be distributed as determined in Article 12.2. below.

12.1.4. Co-owned IP. Where the IP is co-owned by the University and an external party, the Gross IP Revenue received by the University's Commercialization Entity shall be shared in accordance with a predetermined formula as per the Sponsored Research Agreement. Thereafter, the Gross IP Revenue received by the University and the Net IP Revenue shall be determined, and revenues will be shared in accordance with Articles 10.2.1. and 10.2.2. below.

12.2. Distribution of the Net IP Revenue

12.2.1. After the deduction of IP Expenses from the Gross IP Revenue, Net IP Revenue shall be distributed as follows unless stated otherwise in the Research Agreement: 30% to the Creators, 30% to the University and 30% to the faculties and institutions involved.

12.2.2. Implementation notes

12.2.2.1. Inventors. Joint Inventors shall share the percentage of Net IP Revenue allocated to the Inventor, except where there is a prior written agreement among all the Inventors. The Net IP Revenue for the Inventors will continue to be paid to them even after they leave the University, or to their lawful heirs in the case of death.

12.2.2.2. University. The University's share of Net IP Revenue shall provide funds for additional Research and cover the costs potentially incurred by the University with regards to IP matters.

12.2.2.3. Faculties and institutions. The faculties and institutions are joint beneficiaries.

12.2.2.4. Enabler's share. Creator(s) may choose to provide for Enablers to receive a share of the University's portion of the Net IP Revenue. They shall notify the University and the latter shall set aside 5% of the Net IP Revenue for an Enabler. Where there is more than one Enabler, they are entitled to an equal or pro rata share, based on practical contribution, of 5% of the Net IP Revenue, except where there is a prior written agreement between all Enablers to the contrary.

12.2.3. Payment. Payment to the Creators and Enablers shall be made by the University's Commercialization Entity on a periodic basis as agreed in writing, but no later than twelve (12) months after receipt of the Gross IP Revenue by the latter.

12.2.4. Taxes. Payments made as per Article 12.2.3. are subject to personal tax. The University's Commercialization Entity may, if so obliged by national tax laws, make any applicable tax deductions before making payments to the Creators and Enablers.

12.2.5. Entitlement. Creators and Enablers and their heirs will be entitled to Net IP Revenue sharing for as long as the University's Commercialization Entity receives Net IP Revenues from Commercialization of the University's IP.

12.3. Other incentives

12.3.1. Research funds. The University will actively, through its TTO, promote, source and/or facilitate collaborative arrangements with industry partners to secure funding for further Research by the Creators and Enablers.

12.3.2. Equity shares of spin-out company. Creators shall seek the approval of the University, if they wish to spin off the IP. The University and Creators shall negotiate a dilutable or non-dilutable equity distribution on a case-by-case basis, based on the effort invested by both parties in the development of IP to date, and their commitment to invest in the following steps (including formation of the company, locating investors, securing funds and managing client and investor negotiations). Parties shall sign a letter of understanding detailing the level of support committed to and the next steps, including the licensing of the IP to the startup.

13. Conflicts of Interest and Conflicts of Commitment

Staff Members, Faculty Members, Students, and Visitors are required to prioritize their time and intellectual contributions to the University's academic, research, and educational programs, projects, and activities. They must act in the best interests of the University, avoiding conflicts where external interests could affect their work or research integrity. All individuals must ensure that their agreements with external parties, particularly in consultancy or research services, do not conflict with their obligations under this Policy. Confidentiality must be maintained when working on sensitive information, and any potential Conflicts of Interest or Conflicts of Commitment must be promptly reported to the legal department for resolution. Additionally, individuals must ensure that their external activities, including agreements related to Inventions, align with this Policy.

14. Disputes

14.1. Violation.

Breach of the provisions of this Policy shall be dealt with under the University Bylaws, and in accordance with the relevant provisions of the Lebanese civil laws and regulations in force.

14.2. Dispute resolution.

14.2.1. Any internal disputes or questions of interpretation arising under this Policy must, in the first instance, be referred to the TTO for consideration and advice from the IP Committee, prior to being referred to the legal department.

14.2.2. If the matter cannot be resolved by the legal department within two (2) months, then the dispute or question of interpretation must be referred to the University's Professional Mediation Center for mediation as final arbiter.

15. Final Provisions

This Policy shall be implemented as of the date of its adoption by the University Board and may be amended at any time in writing by a decision of the IP Committee, subject to the approval of the University Board in accordance with Article 66 of the University Bylaws. In this case:

- All IP disclosed on or after the effective date of such amendment shall be governed by the Policy as amended; and
- All IP disclosed prior to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise commercialized on or after the effective date of any such amendment, regardless of when the IP is disclosed.