

## **Institute of Banking Studies**

### **Intellectual Property Rights and Copyrights Protection Policy**

#### **1. INTRODUCTION**

Since Institute of Banking Studies (IBS) delivers training and development activities to all employees of the banking and financial sectors institutions and all interested persons and institutions; IBS guarantees and protects the intellectual property rights, copyrights and protections that is stated under any local laws or regulations and/or under common and statutory laws of any country where and when ever applied within its activities.

#### **2. GENERAL DEFINITIONS**

- “Intellectual Property Rights” means all forms of institutional or individual intellectual property rights and include without limitation all right, title, all patents and all filed, pending or potential applications for patents, know-how, and equivalent rights, copyrights, and trademarks.
- “Materials and Software” shall mean the presentation materials, case studies, handouts, charts, graphs, content, and other materials (including software) developed or made available by IBS partners where and when applicable whether by individual or/and institution in connection with any training activity implemented by IBS.
- “Logos and Marks” shall mean trademarks, logos, trade names and similar designations under IBS partner’s license and property.
- “Intellectually Protected IBS Partner” means any individual or/and institution which officially have an intellectual property; patent; or any equivalent rights, copyrights, and trademarks that agrees with IBS and officially and clearly informs IBS to pay attention to.

#### **3. GENERAL POLICY STATEMENT**

- IBS acknowledges the exclusive ownership of all Intellectual Property Rights, Logos and Marks to IBS partner that informs IBS in advance about such rights formally.
- IBS aware that such Intellectual Property Rights, Logos and Marks must be used exclusively and only according to the terms and objectives clearly

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stated within the joint agreements, MOUs, Official Letters and correspondences, and for no other purpose.

- IBS agrees that it shall not edit, abridge, alter, or remove any disclaimers from any Materials provided under intellectual protection in connection with any stated training activities without in each case obtaining pre-approval from Intellectually Protected IBS Partner in writing in advance.
- IBS admits that any grant of Materials, Software, Logos and Marks License to IBS is a limited non-exclusive right and license to use them solely for the marketing, production and promotion of the related training activities.
- IBS acknowledges and agrees that Intellectually Protected IBS's Partner's Materials, Software, Logos and Marks are valuable assets of Intellectually Protected IBS's Partner. IBS agrees not to register, or attempt to register any confusingly similar variations of such valuable assets (including without limitation trademark, service mark, logo, domain name, corporate name, or fictitious business name) in any country, state or other jurisdiction.
- IBS will never allow unlicensed copies of any software or computer programs to be used within the training activities.
- International certification programs courseware includes copy rights that IBS commits to according to the listed above clauses. Regarding the rest of the programs/courses, IBS assigns a specific trainer to deliver and prepare instructional materials, in this case IBS asks each trainer to develop his/her own material according to the previously agreed upon objectives and main contents. Each assigned trainer receives an assignment letter asking him/her to develop the training material highlighting his/her references either books, periodicals, magazines, published papers, other colleagues/ experts training materials or else, since each trainer is responsible for committing to copyright practices. IBS commits to each trainer to recognize his/her effort in preparing his/her own training material through stating their name on the printed/used copies by IBS.
- IBS will not allow for anyone other than the same trainer who prepared the material to take advantage of the prepared material without the needed permission by IBS management and related trainer.
- IBS will promptly notify Intellectually Protected IBS Partner/Trainer of any known or threatened infringement, imitation or unauthorized use of the Marks, as a trademark, service mark, trade name, company name, domain name, training materials or otherwise, by any third party. Intellectually Protected IBS Partner/Trainer shall have the obligation, at their expense, to defend and/or settle solely this case if occurred.

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#### 4. MONITORING

- It is the responsibility of the related Divisions' Heads in coordination with IBS Director Assistant along with Quality Assurance Officer to ensure that all aspects of this policy are applied throughout IBS training activities and kept under revision.
- Where it appears that there is any infringement suspicion or possibility is/may occur for any intellectually protected rights or unauthorized usage of any program/course material; IBS Director will take the needed action to investigate and identify where the threat is, and will officially notify IBS Partners/Trainer of any threatened case(s) by any third party.

#### 5. GRIEVANCES

- Any proved case for breaching any intellectual property right or unauthorized usage of any program/course material is considered to be unacceptable conduct which may lead to disciplinary and judicial proceedings.
- Any complaints of breaching intellectual property right or unauthorized usage of any program/course material will be pursued through the official communication channels with related Division Head and the Quality Assurance Officer under supervision of the Director Assistants and the Director of IBS.