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No. 4540/ ORIC  
Date. 26-07-2022

Worthy Vice-Chancellor  
The Islamia University of Bahawalpur

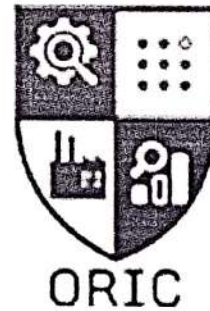
Subject: **SUBMISSION OF AGENDA ITEMS FOR PERUSAL and APPROVAL TO PLACE BEFORE THE SYNDICATE**

Referring to the subject cited above, I hereby submit below mentioned documents for perusal, and grant approval for onward submission to the Syndicate for approval, please;

1. Intellectual Property Policy for The Islamia University of Bahawalpur (Annexure-A).
2. Working paper for approval of rates /charges and terms & conditions of the activities/jobs done in the Soil Microbiology and Biotechnology Laboratory, Department of Soil Sciences (Annexure-B).
3. Working Paper for approval of sales committee and bench mark rates for sale of various plants grown at the Nursery of the Department of Horticultural Sciences (Annexure -C).

  
Director 26/07/2022  
Office of Research Innovation &  
Commercialization

**INTELLECTUAL PROPERTY POLICY**  
**FOR**  
**THE ISLAMIA UNIVERSITY OF**  
**BAHAWALPUR**



Prepared by:

Directorate of Research, Innovation and Commercialization  
The Islamia University of Bahawalpur

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## Contents

1-Preamble .....	3
2- Jurisdiction.....	4
3- Implementation .....	4
4- Intellectual Property Policy.....	4
5- Objectives of IUB Intellectual Property Policy .....	5
6- Definitions.....	5
7- Ownership Principles .....	7
8- The Administration Principles .....	8
9- Intellectual Property Disclosure.....	9
10- Revenue Distribution and Management.....	10
11- Dispute Resolution.....	11
12- Power to Make Rules .....	12

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### 1-Preamble

The value of an organization's intellectual property is directly proportional to the extent to which it can differentiate itself from its competitors. The IP know-how, innovations, brands, designs, and other creative and unique goods that an organization has are examples of intangible assets. In today's business world, the value of an organization's intangible assets is often higher than the value of its physical assets. Both the academic community and society as a whole have shown a greater awareness and understanding of the financial value that may be derived from intellectual property over the course of the last decade. Concerns over the ownership of intellectual property, dissemination, and confidentiality of information are becoming more widespread. The rapid pace at which the human mind is evolving, which is leading to the creation of innovative and helpful inventions, is what sparked the need for a centralized policy at the University to determine the path that will be taken toward the production, protection, and commercialization of intellectual property. Not only are the intellectual property rights being utilized as a weapon to protect innovation and produce cash, but they are also being used to form strategic alliances for the advancement of the socioeconomic system and the technology sector.

The Islamia University of Bahawalpur has taken several measures for promoting innovative research by encouraging cross-disciplinary research through inter-university, intra-university, university-institute, and university-industry collaborations. These steps were taken with the idea that higher education plays an important role in bringing about societal changes and transforming the economic fortunes of a country by placing an emphasis on innovations.

An Intellectual Property Policy document has been formulated to provide guidance to the researchers of The Islamia University of Bahawalpur. These researchers include academic and non-academic staff members, students, research scholars, post-doctoral fellows, visiting scientists, and outside agencies that are involved in the collaborative work. Keeping in mind the intellectual strength of The Islamia University of Bahawalpur, the growing awareness about innovative research of commercial value, and the need for the protection of intellectual property (IP) rights, this document has been formulated. This document highlights the practices and rules of The Islamia University of Bahawalpur regarding IPR and obligations depending upon the nature of intellectual property, requirements of its ownership, its confidentiality, licensing, technology transfer, and revenue sharing. Specifically, the document focuses on the nature of intellectual





property, the requirements of its ownership, and the requirements of revenue sharing. To satisfy the University's commitment to promoting academic freedom and providing an atmosphere favorable to research and development of commercial value, it is envisaged that the policy outlined in this document will fulfill the pledge made by the University.

This document outlines standards for IPR and applies to any intellectual property IP established or created at The Islamia University of Bahawalpur. The primary aim of this policy is to implement, preserve and protect IP resulting from faculty, staff, and student research activities of The Islamia University of Bahawalpur.

## **2- Jurisdiction**

2.1- This policy applies to The Islamia University of Bahawalpur, it's all campuses, faculties, colleges, institutes, departments, as well as all faculty members, staff, and students working there on a full-time, part-time, or volunteer basis.

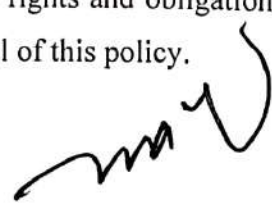
2.2- This Policy applies to any IP developed or created in the course of activity or study funded by or through the University.

## **3- Implementation**

The policy must become effective without delay and immediately come into effect.

## **4- Intellectual Property Policy**

The IP Policy is meant to serve as a reference for The Islamia University of Bahawalpur's personnel and students. The faculty, staff, and students of The Islamia University Bahawalpur create patentable inventions, copyrightable works, and other forms of intellectual property that merit legal protection and have financial as well as scientific and scholarly value in their research, scholarship, education, and other endeavors. When feasible, the University attempts to purposefully translate such IP for the benefit of society. While the University is steadfast in its commitment to timely evaluation of legal protection and the potential social value of university intellectual property, it is also dedicated to participating equally in the rights and revenues that come from IP licensing. Defining intellectual property rights and obligations for the University and its academic members as well as students is the goal of this policy.



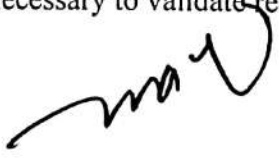
### **5- Objectives of IUB Intellectual Property Policy**

The followings are the objectives of the IUB Intellectual Property Policy;

- 5.1- To offer a venue for the promotion of the spirit of discovery among teachers and students, and to stimulate and support scientific exploration and research.
- 5.2- To develop the systems for IP identification, ownership, protection, and commercialization.
- 5.3- To safeguard the ownership rights of researchers and innovators concerning their intellectual endeavors, and to aid researchers in patenting their creative works and patents.
- 5.4- To increase understanding and sensitivity toward IPR's.
- 5.5- To guarantee that the economic gains resulting from the commercialization of IP are dispersed fairly and equitably among the Inventors, the University, and any other relevant parties.
- 5.6- To ensure that the name, insignias, and emblems of IUB are used appropriately, and to earn a fair part of any commercial profits derived from their usage.
- 5.7- To defend the IUB's interests and ensure that it obtains value from the commercialization of its IP.

### **6- Definitions**

**6.1- Intellectual property** “means and refers to all forms of technology and expression whose ownership is subject to legal protection in Pakistan and/or internationally, including but not limited to patents, copyrights, mask works, trademarks and service marks, tangible research property, and rights in data and other proprietary information. Patentable discoveries and inventions may include any new and useful process, the machine, article of manufacture, or composition of matter. Copyrightable works include written and graphic works, computer software, and photographic video and audio works. Mask work is a visual representation of a semiconductor chip. A trade or service mark is a word, name, symbol, or device used by an organization to identify its goods or services. Tangible research property includes matter such as biological materials, prototype devices, and engineering designs. Protectable data includes the recorded factual material as well as supporting materials such as experimental protocols and code written for statistical analyses commonly accepted in the scientific community as necessary to validate research findings”.





**6.2- University** means The Islamia University of Bahawalpur, hereinafter also referred to as IUB.

**6.3- ORIC** means Office of Research, Innovation, and Commercialization in The Islamia University of Bahawalpur.

**6.4- Inventor** means “a personnel of The IUB community who participates in the conception of a patentable invention”.

**6.5- Author** means “a personnel of The IUB community who authors or co-authors a copyrightable work”.

**6.6- The Islamia University of Bahawalpur Community** includes faculty, staff, and students at The Islamia University of Bahawalpur.

**6.7- The Islamia University of Bahawalpur Resources** “includes funds, space, personnel, or facilities used to support research and scholarship, including direct funding such as gifts, contracts, grants, and University-allocated funds laboratory space or shared research facilities and supervision or employment, including student employment, on any such University-funded scholarship or research”.

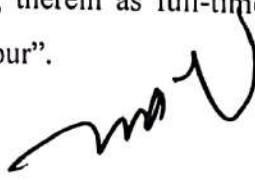
**6.8- Contract** means “a legally binding agreement between two or more parties in which an exchange of value occurs, and which ties each party to certain liabilities covering that exchange. Those signing such an agreement must be authorized to bind the entity that they represent”.

**6.9- Student(s)** include all full-time and part-time students of The Islamia University of Bahawalpur including visiting students.

**6.10- Signing Authority**, “in all cases, will be the Vice-Chancellor of The Islamia University of Bahawalpur. However, the Vice-Chancellor can authorize the Registrar or any other official to act as the signing authority on behalf of the University to deal with routine matters”.

**6.11- Personnel** includes “faculty, staff, and students working therein as all full-time and part-time employees of The Islamia University of Bahawalpur. It also includes fellows and residents, interns, volunteers, and any non-employees who receive university support and/or utilize university resources, including visiting faculty, in respect of their work at the university”.

**6.12- Employee** “includes faculty and staff working therein as full-time, part-time, or on an honorary basis for The Islamia University of Bahawalpur”.



**6.13- HEC** means “the Higher Education Commission of Pakistan”.

**6.14- Intellectual Property** “is the term given to the production of original intellectual or creative works”.

**6.15- Dispute Resolution Committee** means a permanent committee approved by the Vice-Chancellor of IUB to resolve any dispute, disagreement, ownership issue, or any other related matter. The committee shall consist of Director ORIC as its Chairman and two other members (one must be ORIC official nominated by The Vice-Chancellor on the recommendations of Director ORIC, and one must be nominated by the Vice-Chancellor among the faculty members of IUB).

**6.16- Training** includes all the trainings conducted or organized by the University or its department or faculty or any other organ and which also involves any other fee or sort of commercialization.

## **7- Ownership Principles**

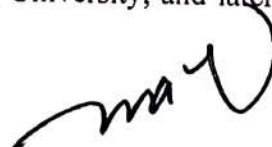
**7.1-** All rights and titles in IP conceived or generated by a University employee or student during their employment shall thereafter belong to the University and be subject to this policy. This, however, excludes articles, dissertations, theses, and books written solely by University students or faculty as part of a research agreement.

**7.2-** If the University's resources are employed and external financing is created, the University should be the proprietor of any resulting IP.

**7.3-** If the research that resulted to an IP was financed by or through the University through a grant or other (government or private) funding agency, the requirements of the grant or funding agency may trump any restrictions that conflict with the University's IP Policy.

**7.4-** If a University employee generates IP outside the scope of his or her responsibilities and with considerable use of University resources, the employee will be assumed to have consented to transfer the IPR to the University in return for the use of the University resources.

**7.5-** Intellectual Property developed during or according to funded research or another form of arrangement with a third party must first belong to the University, and later ownership shall be decided following the terms of such agreements.





7.6- In the case of inventions, improvements, or discoveries, as well as any works of authorship originating from joint sponsorship, all rights, and titles to Joint Intellectual Property shall be retained jointly by the University and the Sponsor following the provisions of this Agreement.

7.7- Visiting Researchers are obligated to transfer to the University any Intellectual Property they develop during their time at the university. For this policy, such people shall be regarded as University employees.

7.8- The University should claim ownership of any intellectual property developed by doctoral students in the course of their study.

7.9- Copyrighted works are the exclusive property of their authors, regardless of their usage of University resources. Copyrighted works particularly commissioned by the University or generated in the conduct of funded research or other third-party agreement shall represent an exception for which the terms of such agreements should be considered.

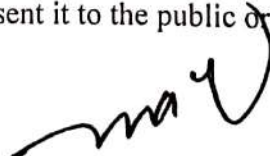
#### **8- The Administration Principles**

8.1- The Office of Research, Innovation, and Commercialization (ORIC) will administer this policy, including the implementation, evaluation, parenting, and preparation of patent applications, as well as the licensing of University-generated technologies and discoveries. Requests for any transfer of rights from the University to the inventor(s) or any other third party must be filed to the University-designated person or ORIC in the first instance.

8.2- Before applying to IPO-Pakistan, HEC, or any other foreign authority, the inventor(s) must officially notify the University through ORIC in writing of their intent to continue with the filing of the invention.

8.3- Even if not patentable, all university personnel and students must inform the University ORIC of any beneficial, patentable, or otherwise protectable discovery or invention, including potentially helpful biological materials, and technology, software, etc.

8.4- With University clearance, the institution or the inventor(s) may seek the services of a lawyer or outside agency to analyze or defend the idea and present it to the public or market.



8.5- If the institution decides not to seek patent protection for the idea, it will tell the inventor(s), who may independently pursue patent protection at no cost to the university. In such instances, however, the agreement must give the University with a proportionate portion of the resulting earnings.

8.6- University personnel and students must not be permitted to sign any agreement or document about the IP without the signing authority's prior consent.

8.7- Any additional exemption may be handled on a case-by-case basis by the University's higher authorities.

8.8- The University has the right to alter its policies as necessary. Any alteration or amendment may be made by the signing authority and implemented on an emergency basis, which can then be submitted to the governing body for official approval.

8.9- In case any ambiguity arises or interpretation is needed regarding any rule of this policy, the Vice Chancellor has the final authority to remove that ambiguity or to interpret that rule on the advice of the Director ORIC.

### **9- Intellectual Property Disclosure**

9.1- The University encourages its researchers to discover research outputs with prospective commercialization value and which may also enhance the University's reputation in the society.

9.2- The ORIC is responsible for protecting and commercializing the IP of the University. Inventor(s) must be contacted at every stage of operation by the ORIC.

9.3- Before publication, researchers must submit draft publications containing scientific results for approval by the relevant Head of the Department and certify in writing that, to the best of their knowledge, these works do not include any results for which protection can be obtained or which can be exploited in any way.

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9.4- Inventors are required to reveal all research efforts and findings pertinent to the IP, as well as information about themselves, including the proportion of their contribution to the production of the IP and the conditions under which it was developed.

9.5- The complete description of the IP must be provided to ORIC in such a way that its industrial applicability become apparent and unambiguous.

9.6- Researchers, including faculty, staff, and students, must report all IP covered by this policy to the University.

9.7- If an inventor has created IP whose ownership is vested in the University, the inventor(s) must reveal the entire details of the IP to the ORIC within one month. The ORIC will analyze the patentability and economic viability of the IP. The ORIC may engage qualified, independent experts in the area for assessment assistance. In every instance in which a staff member discloses intellectual property for future commercialization, the University is required to evaluate its economic viability. The University typically considers IP disclosures to be secret; nevertheless, to determine its economic viability, ORIC will disclose all members and solicit their input.

#### **10- Revenue Distribution and Management**

10.1- The general formula for revenue sharing resulting from any commercialization activity including IP, workshop – research, seminar – research, trainings – research etc. shall be 60/40 i.e., 60% for the University and 40% for inventor(s), resource person(s), organizer(s) etc. However, it shall be discussed on a case-by-case basis, taking into account the level of the University assistance and costs for the development/organizing the commercialize able IP/activity.

10.2- In case of laboratory/facilitation unit/nurseries/research journals etc. is involved in the commercialize able activity, the amount per test/analysis/production etc. in each category shall be divided as;

40%- University account operated by Treasurer

30%- Laboratory/facilitation unit/nursery etc. for development, maintenance, purchase consumables/chemicals/software/printing cost of journal etc.





30%- Principle scientist/ principle breeder/ laboratory in charge facilitating the experiment/ editorial board/ commercial test group who executed and are signatories of deliverables (test reports)

The idea of sharing earnings should be determined on a case-by-case basis, taking into account all of the parties with whom the University's income will be shared, as well as broader economic considerations. It is a basic rule that the University's proportion of the Net revenue rises as the Net income rises.

10.3- The revenue generated from activities listed in 10.1 and 10.2 will be collected in the university account operated by the treasurer. However, the University share (i.e., 40%) for any activity falling under 10.1 and 10.2 shall be transferred to the ORIC bank account.

10.4- The distribution of net revenues gained from intellectual property/commercializing activity held by the university must be split between the inventor/organizer/resource person and the institution, or on mutually agreed upon terms and circumstances.

10.5- The invention filing fee or any other fees associated with the invention, such as lawyer or outside agency fees, shall be paid equally by the University and the Inventor i.e. 50% each.

10.6- All the training should be routed through ORIC and a detailed report of its results and summary should be submitted in the office of ORIC by the concerned department or body. Other documents should also be submitted that show the total income generated by such activity.

### **11- Dispute Resolution**

11.1- In case any dispute arises, it must first be resolved by the person or entity appointed by the University. In case of dispute is not resolved then it shall be filled in ORIC and the dispute shall be referred to the Dispute Resolution Committee, which will decide within 30 days. In addition to the above, the relevant provisions of the Arbitration Act shall be applied to any legal dispute arising in connection with the rules of this Policy.

11.2- If a disagreement emerges over ownership of the IP, the ORIC should attempt to settle it. If the conflict continues, the offended party must contact the Director ORIC who shall refer the case to the Dispute Resolution Committee.



11.3- If the aggrieved party disagrees with the decision of the Director ORIC or the Dispute Resolution Committee, they may approach the Vice-Chancellor IUB to resolve the matter. The Vice-Chancellor's decision will be final and binding on all parties.

11.4- Any IP ownership issue between the University personnel and students or among students should be reported to the Director ORIC who shall refer the matter to Dispute Resolution Committee.

11.5- The appeal may be filed against the decision of the Dispute Resolution Committee under the preceding sections to the Vice-Chancellor IUB, whose decision on the matter shall be final.

#### 12- Power to Make Rules

12.1- The Vice-Chancellor has the power to amend or make the rule in the IUB IP policy on the advice of the Director ORIC.

12.2- The Vice-Chancellor IUB has the power to interpret any rule or clear any ambiguity that arises from any rule.

12.3- These rules have over-riding effects and in case of conflict these rules will prevail.

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**Intellectual Property Agreement**

I confirm that I have received and read the Intellectual Property Policy of the Islamia University of Bahawalpur. In consideration of The Islamia University of Bahawalpur's provision of support in the form of funds, space, personnel, employment, facilities, instruction, supervision, or other assistance, I hereby accept the policy as to determine my rights and obligations regarding any discoveries or patentable inventions and agree to abide by it and comply fully with it. I agree to complete and deliver all paperwork and do all required and suitable to effectuate this assignment.

**Signature**

**Agreed and accepted on Behalf of University**

**Name**

**By**

**Department**

**Designation**

**Date**

**Date**

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Working Paper

Subject: Approval of Rates / Charges and terms & conditions of the activities / jobs done in the Soil Microbiology and Biotechnology Laboratory, Department of Soil Science

1. The Soil Microbiology and Biotechnology Laboratory at the Department of Soil Science, the Islamia University of Bahawalpur is equipped with state-of-the-art instruments for analytical work at undergraduate and postgraduate levels. The research team specialized in advanced analytical techniques related to Soil Microbiology and Biotechnology, soil and plant tissue analysis, heavy metal analysis in soil, plants and wastewater, and water quality analysis for irrigation and drinking purposes. The laboratory is providing analytical facilities to undergraduate and postgraduate students and researchers of different Departments at the Islamia University of Bahawalpur in addition to advisory services to local community.

**Rates and Charges**

2. At present, the laboratory is providing following analytical facilities for students of different departments of IUB at cost charges basis as well as for commercial samples on enlisted cost.

Sr. No.	Name of equipment	Particulars of test	Rates / charges per sample (Rs.)		
			Department of Soil Science, IUB	Other Departments at IUB	Commercial / other institutes
1	Conductivity meter / TDS meter/oven	TSS/TDS/ Total Dissolved Solids of drinking/ irrigation/ wastewater and soil	30.00	50.00	100.00
2	pH of water, soil, or any solution	pH meter	30.00	50.00	100.00
3	Incubation studies	Microbial colony morphology / microbial character	300.00	400.00	600.00
4	Spectrophotometer	Phosphorus from soil sample by Olson method	100.00	150.00	250.00
5	Spectrophotometer	Optical Density of Biological samples	100.00	150.00	250.00

6	Titrimetry / Flame Photometer	Ca + Mg from water	50.00	100.00	150.00
7	Flame photometer + Titrimetry + EC meter	Irrigation water quality, EC, TSS, SAR, RSC	100.00	200.00	250.00
8	Digestion/ spectrophotometer	Phosphorus from Plant /meat/ food and feed sample	100.00	200.00	250.00
9	Spectrophotometer / centrifuge	Antioxidants (SOD, POD, etc.) / per antioxidant	250.00	350.00	500.00
10	Flame photometer	Na, K, Ca, and Mg from water sample per element	50.00	100.00	150.00
11	Flame photometer	Potassium from soil / plant / wastewater / fertilizer sample	150.00	250.00	500.00
12	Furnace	Carbon contents from food, feed, and waste sample	100.00	300.00	500.00
13	Atomic Absorption Spectrophotometer	Zn, Cu, Fe, Mn, Ni, Na, K, Ca, Mg, Se, Co, Cr, Mg and Pb from water, wastewater, and urine samples	Rs. 100/- per sample per element	Rs. 200/- per sample per element	Rs. 250/- per sample per element
14	Atomic Absorption Spectrophotometer	Zn, Cu, Fe, Mn, Ni, Na, K, Ca, Mg, Se, Co, Cr, Mg and Pb from Food, Meat, Soil, Plant, fruit, and feed sample	Rs. 100/- per sample per element and Rs. 250.00 per sample as digestion charges	Rs. 200/- per sample per element and Rs. 500.00 per sample as digestion charges	Rs. 250/- per sample per element and Rs. 500.00 per sample as digestion charges
15	Titrimetry / Flame photometer / TDS meter / pH meter / EC meter / Incubation / Digital colony counter	Drinking water complete analysis including microbial analysis	Rs. 1000.00	Rs. 1200.00	Rs. 1500.00


16	Titremetry / Flame photometer / TDS meter / pH meter / EC meter / Incubation / Digital colony counter	Drinking water complete analysis excluding microbial analysis	Rs. 600.00	Rs. 800.00	Rs. 1000.00
17	Arsenic kit /AAS	Drinking water arsenic analysis	Rs. 400.00	Rs. 500.00	Rs. 600.00
18	Study/experiment under axenic conditions	Growth room/Growth Chamber	Rs. 3000 for trial up to 15 days plus 200 per day for each extra day	Rs. 4500 for trial up to 15 days plus 250 per day for each extra day	Rs. 6000 for trial up to 15 days plus 350 per day for each extra day

**Terms and Conditions:**

As per guidelines of ORIC and IUB IP Policy.

**Point of Consideration**

Working paper is submitted for perusal and may be approved to place before the Syndicate for approval, please.

  
 Dr. Maqshoof Ahmad  
 Laboratory Incharge/Associate Professor  
 Department of Soil Sciences  
 ASSOCIATE PROFESSOR  
 Department of Soil Science  
 The Islamia University of Bahawalpur



## Working Paper

Subject: Request for the Approval of Sales Committee and Bench Mark Rates for Sale of Various Plants Grown at the Nursery of Department of Horticultural Sciences, FA&E, IUB

Respected Sir

It is stated that the Department of Horticultural Sciences has established sanitized horticultural plants nursery which has been certified from Federal Seed Certification Department for ten years. Your kind self is requested to please grant approval for the following two items through syndicate.

A) Approval of Sales Committee (TORs: Observe the plant sales and revise the rates time to time based on local market)

- |   |                  |
|---|------------------|
| 1. Chairman Department of Horticultural Sciences                      | Chairman         |
| 2. Two Senior faculty members of Department of Horticultural Sciences | Member           |
| 3. Director ORIC/Nominee  | Member           |
| 4. Registrar/Nominee  | Member           |
| 5. Treasure/Nominee   | Member/Secretary |

B) Approval of Bench Mark Rates

*i) Fruit Plants*

Plant Name	Rate (PKR/plant)
Grafted Mango and Litchi	180
Grafted Citrus plants (e.g., Kinnow, Orange, Grape fruit, Feutral's Early, Lemon, Chakotra etc.)	150
Sweet lime and Loquat	100
Grapes, Pomegranate, Olive, Desi mango, Khatti	70
Guava, Mulberry	30
Fig, Jaman, Kachnar, Phalsa	20

*ii) Ornamental Plants*

Plant Name	Rate (PKR/plant)
Queen palm, Yucca, Money plant (double)	100
Bogain (Variegated), Hamilia	70
Salvia, Red Dracaena, Ficus, Bougain (simple), Song of India, Cactus (round), Marva, Hibiscus, Euphorbia, Budded Rose	50
Kuronda, Motia, Rat ki rani, Rubber plant, Bohar	30

*of*

Annual flowers, Table palm, Niazbo, Gul e Daudi, China palm, Lillium, Aloe vera, Alternanthera, Cactus (simple), Dracaena, Khalifa, Croton, Gul e Cheen, Salvia, Jhmka bel, Chandni, Lagerstromea, Jatrupha, Chamba, Kachnar, Sukhchain, Niazbo, Din ka Raja, Tacoma bel, Money plant (single)	20
Neem, Bakain, Siris, Peepal, Pilkin, Kikar, Moringa, Lal patti, Cornocorpus, Desi Rose, Bombay creeper, Gardenia, Mahndi	10

**Terms and Conditions:**

As per the guidelines of the ORIC and IUB IP Policy.

  
 Prof. Dr. Muhammad Nafees  
 CHAIRMAN  
 Department of Horticultural Sciences  
 Faculty of Agriculture & Environmental Sciences  
 Dept. of Horticultural Sciences, Bahawalpur