



ASIAN ISLAMIC
UNIVERSITIES ASSOCIATION
2018

Guidelines for
Knowledge
Dissemination



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Foreword

Assalamualaikum wr.wb.

As a result of eight meeting, 5-7 July 2018 in Yogyakarta, we are delighted to present AIUA guidelines that consist of: Student Exchanges and Mobility Programme, Guidelines for Business Economic Partnership, Guidelines for Joint Award, Guidelines for AIUA QA Assessment Manual, AIUA-QA Framework, Practical Approaches to the Management of Joint Degree (JD) Programmes and Guidelines for Knowledge Dissemination.

Contemporary changes and disruptive technology, however, pose crucial challenges to us and to higher education institutions in general. A greater expectation to be able to deal with those challenges rests on Islamic higher education institutions, in particular, as the latter carry ethics and values as part of their mission to educate the future generations. To do so, it is an imperative for Islamic higher education institutions to build their capacity as well as expand their networks within and across the nations. Asian Islamic Universities Association serves as a unique and excellent platform for Asian Islamic Universities to learn and help each other to remain relevant and even gain recognition from a wider and non-traditional audience.

We hope our policies and actions on which cooperation and partnerships are forged between AIUA members and other promoting parties.

We wish you could use these guidelines and implement them in your institution.

Wassalamualaikum wr. wb
Yogyakarta, 27 Agustus 2018

Prof. Drs. K.H Yudian Wahyudi, M.A., Ph.D.
President of AIUA

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Executive Summary

As agreed in the resolution of its establishment in Pekanbaru in 2015, AIUA aims to foster strategic collaboration between Islamic Higher Education institutions in Asia. Undoubtedly, knowledge disseminations are part of this strategic collaboration through which AIUA members may show and share their knowledge and expertise, provide resources to other members for capacity building, as well as collaboratively promote research publication and knowledge building among Asian Islamic higher education institutions in accordance to international standards. Knowledge disseminations are a critical element for public representation of Islamic Higher Education institutions amidst a tougher competition in the education market. Collaboration on knowledge disseminations at regional level are particularly important as it provides opportunities to pool resources and exposure, which otherwise limited in their respective communities or increase their exposure to the unprecedented level, and ensure their visibility to a wider audience.

To succeed, collaboration on knowledge dissemination requires guidelines through which different parties involved develop mutual respects, able to deploy necessary means to achieve the proposed objectives, ensure transparency, accountability, and justice in the delivery of corresponding dissemination benefits, and find settlements when disputes arise. Hence, the guidelines are a necessary framework to assure the goals of collaboration in knowledge dissemination to be achieved in the short and medium term, but also to ensure their sustainability in the long run.

Emphasizing the importance of setting considerations about the partnership in knowledge dissemination, the proposed guidelines outline related significant issues at multiple levels, such as at individual parties' capacity, respective national regulatory frameworks, and regional structure. They describe key factors that should be considered before entering partnerships; a strategic risk-benefit analysis and the determination of the scope and proposed objectives; assessment of legal framework in the respective countries; deployment of necessary resources by corresponding parties; obligations that are attendant to national research funding awards in the countries of involved parties which had made research findings to be disseminated possible; and the provisions on intellectual property and other benefits resulted from the partnerships.

The guidelines propose four main elements of an effective partnership in this issue:

- Formulation of objectives and scopes of the knowledge dissemination
- Availability of necessary assets in human resources, financial, management structure, and accessibility to the products of knowledge dissemination
- Provisions on intellectual property rights and distribution of other benefits which conform to the principles of equity and sustainability
- Mechanisms for dispute settlement

The general expectation underlying these guidelines is that if the multifaceted cultural, legal, funding, capacity, and other management issues required to making up the partnership are considered since in the beginning, the likelihood of partnership being compromised by misunderstanding and disputes will be reduced. It is hoped that by considering the points made in these guidelines, AIUA members will be able to optimise their chances of success in partnerships for knowledge dissemination.

Introduction

In its 2014 report, entitled *Innovative Asia: Advancing the Knowledge Economy*, Asian Development Bank (ADB) stated that it is an imperative for Asian countries to develop knowledge-based economy to be able to compete and even climb up the ladder of advanced economies. Adopting the definition from Powell and Snellman (2004), knowledge economy can be defined as “production and services based on knowledge intensive activities that contribute to accelerated pace of technological and scientific advance as well as equally rapid obsolescence”.

There has been a debate about when and to what extent knowledge economy has started to determine world’s macroeconomic and financial market development. Some observed that knowledge economy has greatly influenced world economy since 1960s by the fact that new science, innovation, and discoveries had driven manufacturing industries in a very different way than the regular inputs did. Some suggested that the rise of knowledge economy is shown by new kinds of employment and novel forms of work organization usually found in the preceding production era. Some other argued that the transformation of knowledge economy particularly happens within the firms where focus on learning and innovation are the key factors in their corporate. Regardless of those varying understandings, we are witnessing the accelerated role and expansion of knowledge-intensive factors in the production of goods and services which significantly transforms the way the world economy is being organized (Powell and Sellman 2004).

This accelerated role and expansion of knowledge-intensive economy are indicated by the significant shifts of patents, seen as signs for intellectual capital as well as economically valuable knowledge, in the developed economies. As shown by Powell and Sellman (2004), the growth of patents in the United States between 1960s to 2001 has shown an interesting perspective into how the patents' volume has sharply increased from 1980s onwards and how they shifted into more diversified inventions which later proved as sources for ideas and the creation of new products. Not only in big power such as the United States, the transformation of patents have also radically changed the smaller countries. Finland, for example, has moved from predominantly forestry and paper-related patents in between 1960s to 1993 to high-tech patents from 1990s onwards. This patent transformation reflected the transformation of its economy as a big player in world telecommunication businesses.

One of major contributors to this growing importance of knowledge-intensive economy are universities. Universities have been recorded to produce more patents than private firms and likely to lead to novel scientific findings. During late 1970s to 1990s, patents produced by universities had increase eightfold. Only a relatively small number of universities, however, have been able to raise as such research universities (Powell and Sellman 2004). It is by no means of surprise that world university rankings are determined by their number of research. Focused investment in research and excellence, however, will likely improve universities' performance, just like Chinese universities did. The latter's continued efforts in this factor in the last two decades have improved their world position, with nearly one-fourth of Asia's top 100 rankings occupied by Chinese universities and two Chinese universities in the world's top 30 of 2018 Times Higher Education (THE) rankings.

In the spirit for improvement in education services, research and excellence, it is therefore important for Asian Islamic Universities Association (AIUA) to encourage and facilitate its members by joining hand-in-hand to build this knowledge

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capacity both at individual university and AIUA's organizational level. One of the ways to accelerate this goal is through knowledge dissemination program in which the pooling, accumulating, producing, and sharing of expertise and intellectual capital will be carried out and made available in a more immediate network and affordable for AIUA members.

It is to provide a platform where the knowledge dissemination program will be grounded these guidelines are offered. The guidelines aim to set out preliminary conditions on which any AIUA members and outside parties interested in knowledge dissemination programs organized within AIUA framework may launch their initiatives. These guidelines takes into account five parts:

- (1) General understanding on knowledge dissemination
- (2) the objectives and scopes of knowledge dissemination programs within AIUA framework and their accordance with the respective national regulation in each member and the existing international regulatory frameworks;
- (3) Availability of necessary assets in human resources, financial, management structure, and accessibility to the products of knowledge dissemination;
- (4) Provisions on intellectual property rights and distribution of other benefits which conform to the principles of equity and sustainability; and
- (5) Mechanisms for dispute settlement

Understanding Knowledge Dissemination

Dissemination is defined as the active approach of targeted distribution of evidence-based informations (EBIs) via determined channels by using planned strategies. Evidence based information includes those collected from written materials, photographs, videos, audio recordings, and other forms. It conveys an active meaning in the sense that it involves awareness and readiness on the senders/producers, facilitators, and receivers/users. It differs from diffusion which carries more informal and passive meaning of transfer. Targeted distribution means EBIs are spread for specific audience, possibly tailored or packed according to particular objectives, strategies and platforms.

Apart from being evidence-based, information to be spread must of high quality or of high value for their specific audience. Their quality and value may be determined by their legitimacy, reliability, rigorous process of collection, economic potentials, or other factors deemed necessary for the improvement and strengthening academic positions of AIUA and its members.

To be successful, dissemination requires multiple parties to be willing to cooperate. To work, dissemination necessitates EBIs and the willingness of their producers to give access to their intellectual property with or without rewards in return. Dissemination also require transmitter or facilitator, which functions as a recognized intermediary for collaboration between EBI producers and their users by providing specific gateways, platforms, or mechanism for which they may or may not charge fees. Users played also crucial roles in this

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dissemination as they are the parties for which this targeted distribution of EBIs are aimed and for this purpose they may request tailoring of information contents with and or without payments.

Objectives of AIUA Knowledge Dissemination

Knowledge dissemination programs between AIUA members and through which AIUA is actively facilitating must carry one or more of the following objectives:

- (1) To improve academic services provided by AIUA individual university members and or AIUA Secretariat;
- (2) enhance academic positions and recognition of AIUA individual members in their respective national contexts, regional and international levels;
- (3) To strengthen academic cooperation between AIUA members in accordance to national legal frameworks of respective countries of AIUA members and the existing international ethical and regulatory frameworks;
- (4) To build database of researchers and research results generated through AIUA frameworks;
- (5) To increase exposure of AIUA university member-affiliated researchers to the otherwise limited audience;
- (6) To increase the traffic to online resources and sites belonging to AIUA university members or AIUA;
- (7) To facilitate mobility of knowledge, personnels and professionals of AIUA university members;
- (8) To create collective efforts for the capacity building of AIUA members by exploiting the existing resources and frameworks within AIUA circles at more immediate and affordable schemes;
- (9) To generate revenue for AIUA from subscriptions to its products and services;
- (10) To support institutional strength of AIUA, its credibility to international institutions, and its expanded roles in regional and international development.

Materials and Platforms for Dissemination

By considering the existing legal frameworks in AIUA members' respective countries, international ethical and regulatory frameworks, and respects for intellectual property rights, the following materials may be subjects for knowledge dissemination among AIUA members and or facilitated by AIUA:

- (1) Products generated by AIUA university members, which include but not limited to master theses, dissertation, teaching materials, teaching modules, academic journals, post-doctoral fellowship programs and research reports of lecturers and researchers affiliated with AIUA university members;
- (2) Products generated by and through AIUA frameworks, which include but not limited to minutes of meetings, organizational decrees, joint research reports, academic publications published by AIUA boards of experts, student exchange programs, AIUA-managed journals;
- (3) Collection of AIUA members which include but not limited to physical books, manuscripts, artifacts, or art products;
- (4) Skills and expertise belonging and existing to AIUA individual university members or within AIUA frameworks, which include but not limited to quality assurance system and resources, university management, information technology, or languages.
- (5) Institutional subscription and access to academic resources provided by outside AIUA parties, which include but not

limited to academic journals, academic associations, or conferences.

- (6) Other products and services, generated by AIUA individual university members, by AIUA frameworks, or by outside parties to be collectively accessed/managed through AIUA frameworks, deemed relevant to the above objectives of knowledge dissemination.

Those products and services may be disseminated, with or without fees, through one or more of the following channels:

- (1) Conferences, academic exhibitions, workshops, or trainings organized by AIUA individual university members, by AIUA Secretariat, or by partnership between AIUA and its members or with outside parties;
- (2) Journal publications, within each of AIUA university members, AIUA-owned JAIHI journal, or succeeding collective efforts through publication of additional journals organized by AIUA on its own or in partnership with other parties;
- (3) Web or online portals, facilitated by AIUA university members or AIUA Secretariat;
- (4) Post-doctoral fellowships, student exchange or other similar mobility programs organized within AIUA university members;
- (5) Committees, boards, panels or similar institutions established by AIUA;
- (6) Other channels and platforms deemed relevant for targeted distribution as stated in the above objectives of knowledge dissemination.

Requirements for Knowledge Dissemination

As mentioned earlier, knowledge dissemination requires the willingness to cooperate from multiple stakeholders, consisting of knowledge producers, intermediary actors, and end users of the knowledge products/services. Below are the guidelines which regulate the rights and obligations of the involved parties.

Producers of Knowledge Products and Services

On the part of producers of knowledge to be disseminated in and through AIUA frameworks, they are required to fulfill the following requirements:

- (1) AIUA or its university members which function as the producer must have legal possession or authorized access to share products and services to be disseminated;
- (2) In the case that AIUA or its university members, acting as the producer for knowledge products or services to be disseminated, are not the original owner of the concerned products/services, they must have written consent and authorization from their original owner before the dissemination;
- (3) Be aware of the existing regulations in their own institutions, research funding compliance rules, and home countries related to which knowledge and their products and services eligible for dissemination;
- (4) Be aware of confidentiality rules or restriction of the use of sensitive information;

- (5) Party or parties must be aware of the liabilities and obligations rising from the agreement for knowledge dissemination;
- (6) Party or parties must be knowledgeable about knowledge transfer policies, their strategies, along with their benefits and risks associated with the proposed dissemination;
- (7) Party or parties, acting as the producer, must ensure the quality of knowledge to be disseminated and their fulfillment to international academic standards.

During their participation in knowledge dissemination program, AIUA or AIUA university member(s) acting as the producer may be eligible for the following rights:

- (1) receive financial payments in return for the products and or services they disseminate;
- (2) set standards for authorized use and dissemination of the products and services in their possession;
- (3) depending on the terms of the knowledge dissemination agreement, they may be eligible to withdraw from the agreement, whenever it is no longer considered beneficial or violating the authorized use/dissemination agreed earlier.

Intermediaries in the Dissemination

AIUA or any other party (or parties) function as intermediaries which facilitate the dissemination are subject to the following obligations:

- (1) gain permission and or authorized rights to disseminate the products and services from the original owner(s) or copyright holders;
- (2) act in accordance to the rules agreed with the owner(s) and copyright holders;
- (3) consult and inform the original owner of the products and services and or their copyright holders about transfer policies, their strategies along with their legal and economic consequences;
- (4) provide resources and infrastructure through which the dissemination may be built and the products and services may be accessed;
- (5) employ the authorized rights to disseminate the knowledge products and services the intended and targeted users/ audience as agreed and or as stated in the objectives of the guidelines;
- (6) deliver the products and services which meet international quality standards.

For their endeavours in disseminating the products and services, these intermediaries may be eligible to the following rights:

- (1) formulate policies through which dissemination and access to products and services may be accessed;
- (2) receive financial payments for products and services they deliver;

- (3) extend access to products and services to outside AIUA audience, with prior approval from AIUA and or its university members acting as the producer;
- (4) depending the terms of agreement, they may terminate their partnership in this program with prior notice set within particular timeframe set in the agreement.

Users

AIUA university members or any outside AIUA parties which benefit from the knowledge dissemination programs are considered as users. Users are subject to the following obligations:

- (1) must have authorized access to use or take benefits from products and services offered through knowledge dissemination agreement;
- (2) conform to the rules stipulated in the agreements set by the producer directly or through the intermediary;
- (3) must gain approval and written consent from the original producer or copyright holders to reproduce the products and services accessed through this agreement for wider non-intended audience or commercial use;

On their part, the users are entitled to have quality products and services from the agreed dissemination program.

Intellectual Property

Materials, which mean any tangible and intangible things, to be disseminated may be wholly or partly composed of intellectual properties. Intellectual property can be defined as any creations of the minds, which include but not limited to inventions, designs, concepts, ideas, data, literary and artistic works, which may carry present or future rights under the laws of any jurisdiction.

To avoid any breach of laws of any jurisdictions with regards to this intellectual property, all parties involved in the knowledge dissemination are advised to:

- (1) be aware of any legal terminologies used in the agreement of knowledge dissemination;
- (2) take a careful evaluation of materials, platforms, benefits, risks and liabilities emerged from the knowledge dissemination agreement;
- (3) be aware of knowledge transfer policies and the legal constraints in their respective home institutions, home countries, and international regulatory frameworks;
- (4) consider issues of ownership over products or services to be disseminated, authorized license to dissemination, and accessibility to the products and services;
- (5) have a clearly defined understanding about rights and obligations of all parties involved in the agreement;
- (6) to be fully aware of the implications for breaching any laws, conventions and norms existing in intellectual communities.

Other Benefits Generated from Knowledge Dissemination

Other benefits may be involved and generated from the activities of disseminating knowledge products and services, which may include but not limited to licensing, and any profits from their employment in workshops, exhibitions and publications.

All these benefits must be regulated and, whenever possible, be distributed to relevant parties in accordance to the principles of equity and sustainability.

Dispute Resolution

Disputes may be avoided by observing the above rules and, whenever possible, litigation should be avoided. If, however, any disputes arise between parties, they must be resolved as quickly and amicably as possible. Agreements in the knowledge dissemination must include a time limit for negotiations between disputing parties before proceeding into an institutionalised, expensive and time consuming processes. Any agreements related with knowledge dissemination in and through AIUA should include provisions on non-litigation alternative for conflict resolution.

Annex - Checklist

AIUA university members that are considering entering agreements on knowledge dissemination with other AIUA members, within AIUA framework, or in collective agreement with outside AIUA party, are advised to consider the points below.

Preliminary considerations before drawing up an agreement:

- Senior management with the advice of experts (knowledge transfer professionals and lawyers) should strategically evaluate the entire scope of the agreement draft and its objectives and conduct a risk-benefit analysis.
- The culture and legal framework governing contracts and intellectual property of a partner's country.
- Alignment with national rules on public funding conditions.
- Legislative obligations or institutional policies regarding the ownership of Intellectual Property (IP).
- Secure access to professional knowledge transfer services (e.g. technology transfer offices), whether it involves internal staff or external services.
- Analyse and clarify the respective interests of the parties.
- Clarify the subject, scope and outcomes of the proposed agreement.
- Put confidentiality agreements in place before discussing substantive matters and before any IP is disclosed, whilst taking account of the other parties' cultural situation.
- Be clear about the meaning of terminology.
- Conduct a due diligence exercise on a potential partner's existing IP and obligations.

- Identify the personnel involved both in your organisation and other parties' organisations, particularly their roles, obligations and authority to execute agreements.

Establish an agreement which makes effective provision for the management of IP that addresses and defines:

- Commonly used terms.
- The freedom of parties to enter into arrangements having regard to their existing obligations, especially with respect to IP.
- The rights and obligations of all relevant parties are clearly defined.
- Rights of access of third parties to the pre-existing IP held by other parties in a project and whether this affects your access to pre-existing IP held by other parties to a project.
- Your ability to grant licences in the IP in the results to third parties outside the project and the rights of other parties to grant these rights.
- Obligations on the termination of an agreement whether the termination occurs at the agreed date or is premature, regarding ownership of IP, access to another party's IP and confidentiality.
- Provisions for the reversion of IP rights in the event that commercialisation is not pursued or that the partner cannot fulfil its obligations (e.g. becomes insolvent).
- Rules on the settlement of disputes.
- The law governing the agreement.

Before signing the agreement:

- Consider how other provisions in the agreement impact on the IP clauses for example, confidentiality, publication provisions and governing law.
- Review and evaluate the scope, objectives and potential outcomes of the IP clauses to ensure that they are aligned

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with your organisation's strategic objectives.

- That all relevant personnel and associated researchers or students or other staff who are involved in the agreement have read it and signed any relevant agreements that are necessary for the agreement to take effect.
- Ensure that a person with the appropriate authority signs the agreement.

