



INTELLECTUAL PROPERTY POLICY

2023

CITATION

This policy shall be cited as “**Kyambogo University Intellectual Property Policy, 2024**”

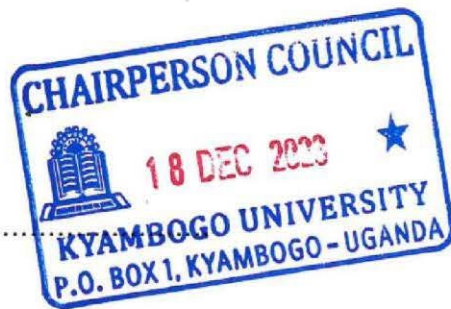
Date of Approval by the University Council on **18th December 2023**

Signature

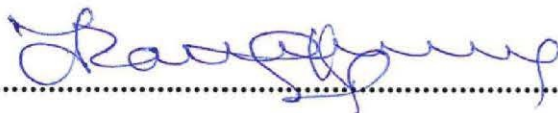


Mary Gorreti Nakabugo, PhD

CHAIRPERSON

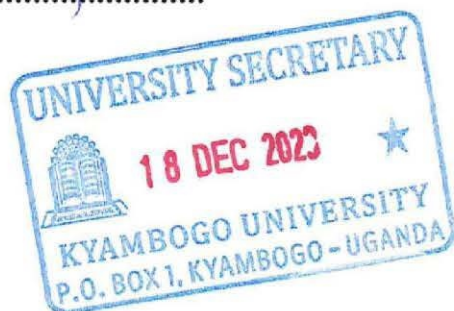


Signature



Arthur Katongole

SECRETARY TO COUNCIL



FOREWORD OF THE VICE CHANCELLOR

The role of universities in enhancing human capital development while pursuing the truth in all its forms through intellectual inquiry, integration, imaginative and creative exploration of new ideas as well as dissemination of knowledge is well documented as reaffirmed by many organisations like UNESCO. In fact, the vast arrays of innovations, inventions, discoveries technologies and information in the public domain and communities is a testament that universities are and will remain the epitome of knowledge as well as centres of excellence where the next generation of leaders and policy makers, researchers and innovators, business incubators, inventors and entrepreneurs/creators are equipped with knowledge and skills to tackle societal challenges and provide policy guidance. Although, the outputs of these intellectual engagements are cherished for being critical in leapfrogging societies to economic development, very little attentions are paid to their management in terms of incentive and rewards to the originators/creators especially in the sub-Saharan African universities like Kyambogo University

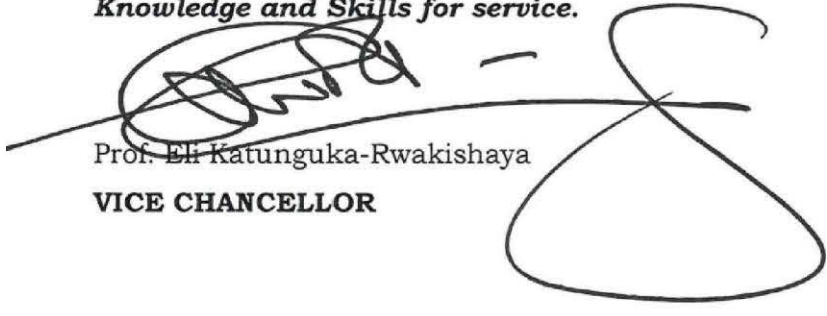
Kyambogo University is cognisant of the role of science, technology and innovation (STI) in the knowledge-based economy as a key driver to economic development and industrialisation as articulated in the global, regional and national development frameworks as well as institutional strategic plans. Accordingly, as embodied in the strategic plan 2015/16-2019/20 currently under review, the strategic direction of Kyambogo University is anchored on five strategic focus areas including 1) teaching and learning, 2) research, innovations and knowledge production, 3) physical and ICT infrastructure development, 4) strategic marketing and 5) institutional development. The second strategic focus area of research, innovations and knowledge production is therefore critical in the realisation of the overall Uganda Vision 2040 with the current focus on NDP III aiming at strengthening of competitiveness for sustainable wealth creation, employment and inclusive growth.

Cognisant of the global, regional and national trend to provide an enabling environment to harness the management of intellectual property created at the universities, KyU has developed this IP policy to contribute to the development and promotion of technological innovations, transfer and dissemination of technology in a manner conducive to socioeconomic welfare, a balance of rights and obligations of the creators and users in tandem with the provisions of the agreement on trade related aspects of intellectual property rights (TRIPS). The IP policy shall therefore provide a framework structure and procedures upon which innovations, inventions and discoveries made in the course of university engagement shall be made readily available to the public through commercialisation or other means and/or establish

standards for determining the rights and obligations of the university, creators of intellectual property (e.g., inventors, developers, authors) and their sponsors with respect to inventions, discoveries and works created at the university so as to stamp out the common abuses like infringement, non-disclosure, biopiracy and piracy related to IPA but encourages innovativeness, creativity, inventiveness and entrepreneurial capacity of the university community. Although, the policy seeks to ensure the entire Intellectual Property value chain which includes; generation, protection, commercialisation and enforcement compliment the academic right to publish research outputs.

It is therefore my sincere hope that this IP policy will be a landmark to spur intellectual creativity through engagement in research, innovations and knowledge production in line with the university strategic plan as well as national, regional, continental and global research agendas.

Knowledge and Skills for service.



Prof. Eli Katunguka-Rwakishaya

VICE CHANCELLOR

ACRYONYMS

ABS	Access Benefits Sharing
ARIPO	African Regional Intellectual Property Organisation
BIC	Business Incubation Centre
CBD	Convention on Biological Diversity
CC	Creations of Commons
COC	Conflict of Commitment
COI	Conflict of Interest
EPO	European Patent Organisation
ICT	Information and Communication Technology
IP	Intellectual Property
IPA	Intellectual Property Assets
IPR	Intellectual Property Rights
ITEK	Institute of Teacher Education, Kyambogo
MTA	Material Transfer Agreement
NDP	National Development Plan
NSTIP	National Science, Technology and Innovation Policy
OAC	Open Access
OER	Online Educational Resources
PBR	Plant Breeders Rights
PCT	Patent Cooperation Treaty
PIC	Prior Inform Consent
SDG	Sustainable Development Goals
SSA	Sub-Saharan African
STI	Science, Technology and Innovations
STISA	Science, Technology and Innovations Strategy for Africa
TCE	Traditional Cultural Expression
TISC	Technology Information Support Centre

TK	Traditional Knowledge
TRIPS	Trade Related Aspects of Intellectual Property Rights
UNISE	Uganda National Institute of Special Education
UPK	Uganda Polytechnic, Kyambogo
WIPO	World Intellectual Property Organisation

DEFINITIONS OF TERMS

Academic and artistic works	means personal art works, books (including textbooks), educational courseware, syllabi, lesson plans, articles, works of non-fiction, novels, poems, musical works, dramatic works including any accompanying music, pantomimes and choreographic works, architectural drawings, design artefacts, pictorial, graphic and sculptural works, software, motion pictures and other similar audio-visual works, and sound recordings
Author	means any individual who creates a work that is protectable under the Copyright and Neighbouring Rights Act Cap 222 of the Uganda system.
Benefit	means contribution to a society's socio-economic needs including in the form of capacity development, knowledge and technology transfer, job creation, enterprise development, social empowerment and products, or processes or services that embody or use the IP.
Commercialisation	means any activity or initiative that has commercial returns or benefits to the owners of the IP.
Commercialisation cost	means either of the following expenses: 1) protecting any research Institute/University IP; 2) third party expenses in connection with developing, marketing or licensing any research Institute/University IP; 3) contractual obligations associated with any research Institute/University IP such as distributing revenues to joint owners or joint inventors who are not research Institute/University personnel through inter-institutional agreements.
Computer software	means any computer program including, and without limitation to, microcode, subroutines and operating systems, regardless of form of expression or object in which it is embodied, together with any user manuals and other accompanying explanatory materials and any computer database.
Confidential information	means any and all written information communicated between participants in the framework of a project clearly

identified or marked as being confidential at the moment of its disclosure.

Consulting agreement

means the provision of consulting or a related service in which the parties include the research Institute/University personnel; and a third party that is not affiliated to the research Institute/University.

Copyright

means the exclusive right given to an author or an assignee of a literary, artistic or musical work.

Copyrighted works

means literary, scientific and art works, including academic publications, books, articles, lectures, musical compositions, films, presentations and other materials or works other than software, which qualify for protection under the copyright law.

Course

means a comprehensive set of works that has been developed and combined to substantiate a presentable program of study. Courses often transcend a single faculty member's design, to engage institutional sanction and authority.

The use within Course of Course Materials or other Exempted Scholarly Works, standing alone, shall not deprive creators of their ownership of such materials.

Course material

means any material, whether electronic, digital, written or in any other media format, created by an employee specifically for use in, or in connection with, a course, subject or unit offered by the research Institute/University including, but not limited to, all: lecture notes; lecture materials including course outlines and reading materials; audio-visual works; online material; assessment and examination questions; any computer programme written by an employee; any other copyright works created by an employee for the purpose of teaching a course or unit offered at the research Institute/University.

Creator / Inventor

means any person or persons to whom this Policy is applicable, who create, conceive, reduce to practice, author, or otherwise make a substantive intellectual contribution to the creation of IP and who meet the definition of 'inventor' as generally defined in Patent Acts and/or the definition of 'author' as generally defined in Copyright Acts.

Dissemination	means disclosure by any appropriate means other than that resulting from the formalities for protection, and including the publication in any medium.
Employee	means a person who has entered into an employment relationship with the research Institute/University, whether academic or professional, administrative or support staff, paid or unpaid, full-time or part-time, full appointment or joint appointment, affiliation appointments or assistantships.
Genetic material	means any material of plant, animal, microbial or other origin containing functional units of heredity
Genetic resource	means genetic material of actual or potential value
Expenses	means costs assignable to the management of a research Institute/University's IP including those for achieving and maintaining patents or other IP protection, financing costs, loans, marketing, licensing and other legal actions related to the enforcement of IP and contract rights, which do not include staff time or general administrative expenses.
Industrial Designs	means exclusive rights that protect the ornamental or aesthetic aspect of an article. An industrial design may consist of three-dimensional features such as the shape of an article or two-dimensional features, such as patterns, lines or color.
Intellectual Property	means all outputs of creative endeavor in any field that can be protected either statutorily or not, within any jurisdiction, including, but not limited to, all forms of industrial property, copyrights and plant variety
Intellectual Property Agreement	means any written contract entered into by an employee, student, or third party and the research Institute/University which relates to the ownership and use of any form of IP which may arise.
Intellectual Property Asset	means all intellectual property with values and can be traded or protected including a) Collaborative Agreements; b) Confidentiality Agreements; c) Copyright, d) Databases; e) Employment Contracts, f) Field Data / Notes; g) Information/Data from Third Parties; h) Institutional Policy; i) International Agreements, j) Laboratory Notebooks / Notes;

	k) Licenses – reagents, software; and l) Software / Simulations package;
Intellectual Property Disclosure Form	means the form which is completed by a creator(s) to document their invention(s) and provide key information regarding the creator(s), funding used to develop the IP and the rights of third parties, for submission to the IP Committee for assessment of the IP.
Intellectual Property Rights	means ownership and associated rights relating to IP, including patents, rights in utility models, plant breeders rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each case all rights or forms of protection having equivalent or similar effect anywhere in the world.
Invention	means a new, useful and non-obvious discovery, process, composition of matter, article of manufacture, design, mask work, model, technological development, biological or plant material, strain, variety, culture or portion, modification, improvement, translation, or extension of these items. It includes any discovery, invention or other development of a technical nature, whether or not patentable.
Innovation	means the act of making changes to an existing process or product or an idea.
Innovation space/hubs	means a facility that supports interdisciplinary hands-on education and training, engineering design and entrepreneurship to deal with complex societal and industrial challenges, create prototypes and develop innovations in collaboration with researchers, businesses and other stakeholders
Innovator	means an individual covered by this policy who individually or jointly with others makes an innovation.
License	means a right to exploit IP is granted to a third party under certain conditions and for a pre-determined term, usually with the University receiving a royalty on the sales turnover of the product, and as university retains ownership of the IP,

	if the third party does not fulfil its contractual obligations, the license can be cancelled
Material Transfer Agreement (MTA)	means an agreement that governs the transfer of tangible research materials between two parties. Usually, the recipient intends to use it for his or her own research purposes, but the material may also be transferred for commercial purposes. MTAs define the rights of the provider and the recipient with respect to the materials and any derivatives thereof.
Net Revenues	means the gross revenue received by the research Institute/University, in consideration for a commercial transaction.
Patent	means an exclusive right granted for an invention, for a limited period of duration (with exception to extension), which is a product or a process that provides a new, non-obvious way of doing something or offer a new innovative and useful technical solution to a problem in industry or commerce or public life.
Patentable Invention	means any invention that meets the criteria for patentability including novelty, inventive step and industrial applicability.
Plant Variety Protection	means a form of sui generis system to protect new varieties of plants. Plant Breeders' Rights offers legal protection to plant breeders for the investment they make in breeding and developing new varieties of plants.
Personnel	means a person or a group of people employed by a research Institute/University responsible for various organized undertakings of the research Institute/University.
Public Disclosure	means in the absence of a non-disclosure or confidentiality undertaking, the oral or written communication of information relating to IP to a person, or people, that are external to research Institute/University for example, by email, web blog, news report, press release or interview, journal article, abstract, poster, conference presentation and through the submission of a thesis for examination and others. A thesis or dissertation placed in the library constitutes public disclosure.
Public Domain	means works that do not qualify for protection under any IP title, either because the rights have expired or the rights

have been forfeited and as such are held by the public at large and are available for anybody to use without permission from the original creator or the original right owner.

Research Agreement

means research service agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by researchers and/or IP created at the Research Institute/University.

Research Data

means recorded factual material commonly accepted by the research and scholarly communities as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scholarly manuscripts, plans for future research, peer reviews or communications with colleagues.

University Resources

means facilities, office space, funds, financial or other administrative support, equipment, personnel, tangible research materials, information that is not freely available to the public, contract or other type of award or gift, any form of funds, facilities or resources, including equipment, consumables and human resources directly or indirectly provided by the research Institute/University.

Researcher

means someone who carefully and comprehensively conducts an organized and systematic study or investigation ('research') into a subject to interrogate existing and discover new information that improves the understanding of the subject matter. A researcher may be:

- i) a person employed by the research Institute/University, that may be as a student, employee or technical staff;
- ii) a student (graduate or postgraduate) of the research Institute/University;
- iii) any person, including a visitor, who uses the research Institute/University's resources and who performs any research task at the research Institute/University or otherwise participates in any research project

administered by the research Institute/University, including those funded by external sponsors.

Royalty(ies)	means payments of various types to owners of intellectual property for the right to use that IP such as copyrights, patents, and trademarks. This is usually calculated as a percentage of revenue received by the licensee from sales of a product.
Spin-off	means a company established for the purpose of exploiting IP originating from the research Institute/University.
Sponsored Project	means a university-sanctioned project or research Institute/University-sanctioned work that arises out of or is supported by the contribution of funds, equipment, facilities, or other consideration by the research Institute/University or an outside party facilitated through the research Institute/University.
Staff	means personnel/officers employed by the research Institute/University and are responsible for the internal and/or external operations of the research Institute/University. Staff also includes central administration staff and museum staff working on research Institute/University projects.
Stakeholders	mean entities, both persons and Organisations that have an interest in and/or investment in research and/or IP of the research Institute/University and are impacted by and care about the outcomes of research and/or IP at the research Institute/University.
Start-up	means a company created by people outside the research institution built on a license from a research Institute/University.
Student	means any fulltime or part-time graduate or undergraduate student or visitor enrolled at the university with an admission and enrolled for any course or programme offered at or in conjunction with the university or whose body of work, completed while so enrolled (e.g. a research dissertation or thesis), is still under examination.
Teaching and Learning Materials	means traditional paper-based material, teaching and learning materials including digital media, web-based

	content, broadcasts, video and audio materials, and software. Teaching and learning materials also include copyright for printed materials and software. Further, IP Rights can include performing rights, design rights, database rights and trademarks. Moral rights for the creator of the material also exist for the copyright materials.
Technology	means tangible and intangible results of research and scholarship and related IP rights, whether or not patentable or copyrightable.
Technology Transfer	means a process of disseminating technology from its origin to wider distribution among more people and places.
Technology Transfer Office (TTO)	means research Contracts and IP Services of the research Institute/University.
Third Party	means any legal entity which is not party to a contract or a transaction, but has some involvement.
Traditional Cultural Expressions	means literally, artistic and musical productions collectively referred to as intangible cultural expressions.
Traditional Knowledge	means a living body of knowledge passed on from generation to generation within a community. It often forms part of a people's cultural and spiritual identity, genetic resources (GRs) and traditional cultural expressions (TCEs).
Visiting Researcher	means an individual or individuals having an association with the research Institute/University without being either employees or students. These include academic visitors, individuals with honorary appointments in the research Institute/University and emeritus staff.
Visitor	means persons not affiliated to the research Institute/University that visit, reside or are present with approval at research Institute/University's premises for academic, research and other relevant approved purposes.

Table of Contents

ACRYONYMS	iv
DEFINITIONS OF TERMS.....	vi
1.0. PREAMBLE.....	1
2.0. VISION, MISSION, MOTTO AND CORE VALUES.....	3
2.1. Vision	3
2.2. Mission	3
2.3. Motto	3
2.4. Core values	3
3.0. LEGAL FRAMEWORK	3
4.0. POLICY STATEMENT.....	4
5.0. PURPOSE OF THE POLICY.....	4
6.0. GUIDING PRINCIPLES.....	4
7.0. SCOPE OF THE POLICY	5
8.0. POLICY OBJECTIVES AND IMPLEMENTATION STRATEGIES	5
8.1. Policy objectives	5
8.2. Implementation Strategies.....	5
8.3. Types of IP protection.....	6
8.3.1. Industrial property	6
8.3.2. Patents	7
8.3.3. Copyright.....	7
8.3.4. Genetic resources.....	7
9.0. GOVERNANCE AND MANAGEMENT	7
9.1. University Council.....	8
9.2. Senate	8
9.3. Deputy Vice Chancellor Research and Engagement.....	8
9.4. Intellectual Property Management Committee.....	8
9.5. Faculty IP Management Committee.....	9
9.6. Intellectual Property Management Office	9
9.7. Staffing.....	10
10.0. INTELLECTUAL PROPERTY POLICY GUIDELINES.....	10
10.1. Creator(s) duty to disclosure of Intellectual Property	10
10.2. Timing of patent registration.....	10
10.3. Right to a patent.....	10
11.0. LEGAL PROTECTION AND COMMERCIALISATION.....	11
12.0. Forms of protection.....	11
12.2. Costs of protection	12
12.3. Technical support for generation and commercialisation.....	12

13.0. OWNERSHIP AND RIGHTS OF INTELLECTUAL PROPERTY	12
13.2. Intellectual Property created by Employees of the University	13
13.3. Intellectual Property created by Students	13
13.4. Student ownership	14
13.5. Institution ownership of Student Intellectual Property	14
13.6. Research carried out by the student forms part of the university research projects.	14
13.7. Intellectual Property emanating from research contracts	14
13.8. Institution ownership responsibilities	15
13.9. IP Created by sabbatical, seconded and visiting scholars.	15
13.10. Multiple creators / inventors	16
13.11. Intellectual Property donations	16
13.12. Bursaries/scholarships	16
13.13. IP created by visitors	17
13.14. Moral rights	18
13.14.1. Recognition	18
13.14.2. Rights granted	18
13.14.3. No waiver	18
13.15. Public Domain	18
13.16. Rights which the University shall not claim	19
14.0. PUBLICATION, NON DISCLOSURE AND TRADE SECRETS	20
14.1. Non-disclosure for IP protection for publication	20
14.2. Disclosure of potential Institutional IP	20
14.3. Applicability of disclosable work	20
14.4. Obligations of Recipients	21
14.5. Publications of project findings	21
15.0. COMMERCIALISATION OF IP	22
16.0. INCENTIVE AND DISTRIBUTION OF REVENUES	22
16.1. Distribution of income and other benefits from Intellectual Property	22
16.2. Distribution of net income	22
16.3. Calculation of Gross IP Revenue	23
16.4. Calculation of revenues for distribution	23
16.5. Calculation of Gross IP Revenue.	23
16.6. Calculation of Net IP Revenue	23
16.7. IP Expenses	24
16.8. Co-owned IP	24
16.9. Standard Creator's Share	24

16.10. Standard Enabler’s Share.....	24
16.11. Payment to Creators	24
16.12. Contractual Obligation.....	25
16.13. Disputes in Sharing	25
17.0.IP PORTFOLIO MAINTENANCE.....	25
18.0.CONFLCIT OF INTEREST AND CONFLICT OF COMMITMENT.....	26
19.0.DISPUTE RESOLUTION.....	26
20.0.REPORTING.....	27
21.0.POLICY REVIEW	27
22.0.MONITORING AND EVALUATION.....	27
23.0.COMMENCEMENT DATE.....	27

1.0. PREAMBLE

2.0. VISION, MISSION, MOTTO AND CORE VALUES

2.1. Vision

To be a Centre of Academic and Professional Excellence.

2.2. Mission

To advance and promote knowledge and development of skills in Science, Technology and Education and such other fields having regard to quality, equity, progress and transformation of society.

2.3. Motto

Knowledge and skills for service.

2.4. Core values

- a) **Quality:** Ensuring high quality of output and service delivery.
- b) **Equity:** Ensuring equal opportunity for all in all its programmes.
- c) **Integrity:** Promotion of high sense of moral and ethical standards in all its dealings with stakeholders and the public.
- d) **Professionalism:** Professionalism is to be observed in all dealings and execution of the University's mandate.

3.0. LEGAL FRAMEWORK

- a) Constitution of the Republic of Uganda 1995
- b) Vision 2040
- c) University and Other Tertiary Institutions Act Cap 262
- d) Uganda National Council for Science and Technology Act, Cap 211
- e) National Council for Science, Technology and Innovations Policy, 2009,
- f) National Intellectual Property Policy 2019
- g) Trademarks Act Cap 225
- h) Geographical Indication Act Cap 223
- i) Copyright and Neighbouring Rights Act Cap 222
- j) Trade Secrets Protection Act Cap 80
- k) Industrial Property Act Cap 224
- l) Plant Variety Protection Act Cap 40
- m) Business Names Registration Act Cap. 105
- n) Uganda Registration Services Bureau Cap. 217

4.0. POLICY STATEMENT

Kyambogo University recognises that any intellectual creations may be discovered in the course of engagements supported by facilities, equipment or funds furnished by the University, governmental agencies or outside sponsors. The University further recognizes that copyrightable works may be created as part of the normal assigned duties and scholarly activities of staff, students and other stakeholders. Accordingly, the significant role of IP value chain management in propelling innovation and socioeconomic growth and development cannot be underrated as highlighted in the National IP Policy (2019), Africa Regional Intellectual Property Organisation (ARIPO) and World Intellectual Property Organisation (WIPO). The University is therefore desirous to foster the creation and publication of scholarly works by authors at the University of which this IP policy is seeking to harmonise the different interests on behalf of the public, the University, the inventors, the authors and the sponsors.

5.0. PURPOSE OF THE POLICY

The purpose of this IP policy is to provide a framework for effective management of the Intellectual Property Assets value chain emerging from the university and its key stakeholders.

6.0. GUIDING PRINCIPLES

The IP policy shall be guided by the following principles:

6.1. Ethics and Professionalism

Due diligence shall be observed in pursuit for intellectual creations in the knowledge-based economy.

6.2. Accountability and Transparency

All IPA generated by staff, students and other stakeholders shall be openly declared for purpose of accountability and transparency.

6.3. Disclosure of information

Sharing of proprietary information against unauthorised disclosure shall be governed by a confidentiality agreement between the disclosing and receiving parties.

6.4. Equity and Equality

All benefits accruing from IP generated by staff, students and other stakeholders during the course of their engagement at university shall be

shared equitably and equally without regard to sex, race, designation, religion and other forms of preference.

6.5. Access and Benefits Sharing

The outcomes of research arising from all genetic resources acquired from the community shall be shared for the benefits of all including the community from which the materials were accessed without restriction.

6.6. Non exclusivity royalty

Non exclusivity royalty shall be granted free for research purposes to all for use for non – commercial markets, and on a non-exclusive reasonable royalty basis for use by clients in a commercial market.

7.0. SCOPE OF THE POLICY

This policy shall be limited to the management of all IPA generated by staff, students and stakeholders during the course of their engagement at the university.

8.0. POLICY OBJECTIVES AND IMPLEMENTATION STRATEGIES

8.1. Policy objectives

The objectives of this IP policy are to:

- 1) Enhance creativity and generation of intellectual property
- 2) Establish an appropriate IP infrastructure that supports innovation and creativity.
- 3) Protect innovations of IPs generated by staff, students and other partners;
- 4) Establish an equitable basis for resolving issues relating to ownership, disclosure and equitable distribution of revenue accruing from the use of IP;

8.2. Implementation Strategies

SN	Objective	Strategy
1.	To enhance creativity and generation of intellectual property	a) Establish an IPMO b) Strengthen the IP physical, technological and human infrastructure. c) Decentralize IP services to Departments d) Integrate IP in the curriculum e) Provide incentive for generating quality IP assets.

2.	To establish an appropriate IP infrastructure that supports innovation and creativity	a) Build an environment that supports research. b) Facilitate access to technology information for research; c) Create a data base for research innovation products at the University; d) Strengthen and enhance IPMO
3.	To protect innovations of IPs generated by staff, students and other partners	a) Encourage disclosure b) Support registration of IP c) Develop IP management procedures d) Define and clearly document the rights and obligations of researchers/innovators, the University and other partners
4.	To establish an equitable basis for resolving issues relating to ownership, disclosure and equitable distribution of revenue accruing from the use of IP	a) Transparent administrative system; b) Apply transparent and effective procedures and penalties for IP rights violations; c) Build synergies between the University, staff, students and partners to ensure compliance with IP legislation and regulations; d) Develop effective IP enforcement training and capacity development programmes for staff and students.

8.3. Types of IP protection

Depending on the nature, intellectual creations and the jurisdictions concerned, intellectual property can be protected broadly through:

8.3.1. Industrial property

Industrial property (e.g., patents, trademarks, geographical indications, industrial designs utility models and trade secrets),

8.3.2. Patents

A patent is granted in exchange for the disclosure of the patentable invention to the public for novelty, inventive step and industrial applications either through:

- i) National or Direct or Paris route,
- ii) Regional route African Regional Intellectual Property Office (ARIPO),
- iii) European Patent Organisation (EPO) and
- iv) Patent Cooperation Treaty (PCT) avenues for 20 years.

8.3.3. Copyright

- i) Copyright (such as literary, artistic and music productions comprising of books, films, articles, scientific papers, computer software or algorithms and arrangements of data as well as traditional cultural expressions collectively referred to as intangible cultural heritage) and
- ii) Copyright protection is automatic without any need for registration or other formalities, and subsists for the life of the author plus fifty (50) years from the end of the calendar year in which the author dies, in accordance with section 9 of the Copyright and Neighbouring Rights Act 2002.

8.3.4. Genetic resources

- i) Genetic resources (such as microorganisms, plant varieties, animal breeds, genetic sequences, nucleotide and amino acid sequence information, traits, molecular events, plasmids, and vector) used in the generation of products of research.
- ii) Access and utilisation of genetic resources for research and education purposes shall be granted based on mutually agreed terms subject to Prior Informed Consent (PIC) as governed by the Access and Benefits Sharing (ABS) provisions of the Convention on Biological Diversity (CBD) but regulated by Materials Transfer Agreements (MTA). These recognise the transfer of proprietary tangible property often biological materials, Traditional Knowledge (TK) of community, rights and stewardship of the native communities or the plant breeders, respectively. However, these protections are limited in time scope before the relevant IPA can revert to the public domain

9.0. GOVERNANCE AND MANAGEMENT

The implementation of this policy will depend on the current Kyambogo University governance and management structures including the University Council, Senate

and IPMO and others that will support the policy. The details instructions are provided in the guidelines annexed to this policy.

9.1. University Council

The University Council is the supreme organ of the University, responsible for the overall administration, policy development and implementation. It shall therefore provide oversight role in the implementation of this policy. Council, as it approves the annual budget, shall ensure that a significant amount of funds is set aside annually for various research activities. These activities form part of core business activities of the University that complements teaching and gives the University national, regional and international recognition.

9.2. Senate

Senate is the supreme academic organ of the University responsible for organisation, control and direction of academic matters and as such it is in charge of research and innovation in the University. Therefore, Senate shall provide guidelines and monitor the implementation of this policy. It shall receive reports on the intellectual property management activities from the intellectual property management committee.

9.3. Deputy Vice Chancellor Research and Engagement

The Deputy Vice Chancellor Research and Engagement shall be responsible for the following:

- i) Chairing the IPMC
- ii) Reporting and appraising the governance and management on IP issues at the university

9.4. Intellectual Property Management Committee

There shall be IPMC to oversee the implementation of intellectual property policy in the University.

- 1) The IPMC shall be chaired by the Deputy Vice Chancellor Research and Engagements
- 2) The IPMC shall be responsible for the management of all matters relating to intellectual property assets generated by staff, students and other stakeholders in the University.
- 3) The IPMC membership shall be appointed by the Vice Chancellor and shall include a representative from the Ministry of Science, Technology and Innovations

9.5. Faculty IP Management Committee

- 1) There shall be a committee to oversee the implementation of intellectual property policy at the faculty/ school levels.
- 2) The committee shall be chaired by the Dean
- 3) The committee shall be responsible for the identifying and recommending IPA with potential for protection and commercialisation to intellectual property management committee.
- 4) Creating awareness and sensitizing of the staff on the role of IP in knowledge production

9.6. Intellectual Property Management Office

- 1) Kyambogo University shall establish an Intellectual Property Management Office (IPMO) to handle all matters relating to Intellectual Property Assets and Disclosable works.
- 2) The office shall serve as a one stop centre to provide all information on creation, ownership, protection, disclosure, licensing, and commercialisation, equitable distribution of income, dispute resolutions and arbitrations among others to the staff, students and other stakeholders.
- 3) The office shall be responsible for:
 - a) Advising the University creators and the persons of the University on the process and best practices of protecting and commercialising intellectual property (IP).
 - b) Advocating and ensuring that appropriate actions are exercised to maximise the benefits of any IP to the creator(s), general public, the University and its members.
 - c) Arranging and obtaining the necessary legal protection for the invention/ inventor (creator).
 - d) Evaluating the commercial potential of any ideas or claims,
 - e) Managing IP precedents, including confidentiality agreements, license agreement and revenue sharing agreements
 - f) Negotiating all License Agreements for the University IP
 - g) Reviewing all written disclosures of IP in a timely manner
 - h) Spearheading the preparation of business and marketing plans, and in securing financial assistance for any commercialisation project activity
 - i) Verifying and Determining inventorship, innovativeness, creativity.
 - j) Conducting awareness and outreach activities for the creators/inventors/innovators etc.

- k) Reviewing all outstanding contracts including disclosures, licensing, commercialisation, disputes, waivers, enforcements, expiration and termination etc
- l) Providing legal services on IP related issues.

9.7. Staffing

The office shall be staffed with the following category of staff:

- 1) Director/Deputy Director
- 2) IP officer (IP identification and protection)
- 3) IP officer (commercialisation and technology transfer)
- 4) Secretary
- 5) Drivers

10.0. INTELLECTUAL PROPERTY POLICY GUIDELINES

These guidelines are formulated to help streamline the management of IPA created at the university by staff, students and other stakeholders during the course of their engagement at the university.

10.1. Creator(s) duty to disclosure of Intellectual Property

Creators / inventors shall disclose to the IP management office any Intellectual Property that is owned by the University under this policy, including improvements and reductions to practice and Intellectual Property created under Sponsored Research irrespective of the financier(s).

10.2. Timing of patent registration

Any publication or verbal disclosure that describes a patentable invention prior to filing for patent protection may entirely preclude patenting. In recognition of this complexity, individuals covered by this policy shall be encouraged to disclose as soon as possible after the conception of the invention or seek for guidance from the IPMO within a period of one month (30 days)

10.3. Right to a patent

- 1) Subject to this section, the right to a patent belongs to the inventor.
- 2) Where two or more persons have jointly made an invention the right to the patent belongs to them jointly.
- 3) Where more than one staff / student of the University has participated in the creation of intellectual Property, all participants must sign the disclosure notice. The creators shall agree between or among themselves as to their relative contributions and how they shall share any benefits accruing to the creators consistent with terms of this policy.

11.0. LEGAL PROTECTION AND COMMERCIALISATION

- 1) Whereas, creators have the right to profit, protect and generally control use of their own creative endeavours, the law places limits on the period of ownership.
- 2) The principal intellectual property rights which this policy addresses itself falls under the broad category of;
 - a) Industrial property (e.g., patents, trademarks, geographical indications, industrial designs, plant variety protection, utility models and trade secrets), and

- b) Copyright.

12.0. FORMS OF PROTECTION

12.1. The intellectual property rights this policy addresses include but not limited to;

- a) Industrial property (eg patents, industrial designs, utility models, geographical indications trademarks and trade secrets),
- b) Copyrights, and
- c) Genetic resources

12.1.1. All IP shall be filed and registered with the Uganda Registration Services Bureau (URSB) in line with the applicable relevant legal provision.

12.1.2. IP rights are territorial in the sense that they must be obtained and enforced on a country-by-country basis or in some cases on a region-by-region basis or European route or internationally).

The IPMO, with guidance of the IPMC, shall protect generated IPs through the following avenues as appropriate;

- a) National or Direct or Paris route,
- b) Regional route African Regional Intellectual Property Office (ARIPO),
- c) European Patent Organisation (EPO) and
- d) Patent Cooperation Treaty (PCT)

12.1.3. Some forms of IP protection such as patents, registered trademarks and designs may require a formal application to be filed and examination process to be conducted by the relevant national or regional authority.

12.1.4. Other IP rights such as copyright and unregistered trademarks and trade secrets may subsist automatically upon the creation and/or use of the article, with or without registration with an authority. However, the IPMO shall put in place deliberate efforts and mechanisms for their protection as laws may require.

12.2. Costs of protection

All costs involved in obtaining and maintaining legal protection of Kyambogo University-owned Intellectual Property shall be borne by the University, unless

the University disclaims, releases or waives its ownership rights or unless a license accepted by the Creator agrees to bear such costs pursuant to the terms of a written license agreement.

12.3. Technical support for generation and commercialisation

The Ministry of Science, Technology and Innovation, through the Department of Innovation and Intellectual Property Management shall provide technical and financial support towards the effective management of the IP value chain. The support is probono and an extension of the Ministry Mandate to support all players in the tertiary education sub-sector.

13.0. OWNERSHIP AND RIGHTS OF INTELLECTUAL PROPERTY

13.1. Intellectual Property created at or under Kyambogo University.

The ownership of Intellectual Property created at or under Kyambogo University shall be determined and vested in accordance with the provisions of this Chapter.

13.1.1. Subject to the specific provisions of clauses of this Policy, the University shall own all Intellectual Property created by an employee, student, visitor or contractor in any of the following circumstances:

- a) In the course and scope of their employment, engagement, enrolment or appointment at the University; or
- b) By making substantial use of the University's resources, whether or not such creation occurred on university premises or during university hours.

13.1.2. A Creator or Inventor shall retain ownership of all Intellectual Property created entirely from their own private resources and without any use of university resources, time, facilities or funding. Where any doubt arises as to whether University resources were used in the creation of such Intellectual Property, the matter shall be referred to the Intellectual Property Management Office for determination in accordance with this Policy

13.1.3. Where Intellectual Property is created in the context of a collaborative research agreement or other written contractual arrangement involving a third party, ownership rights shall be governed by the terms of that agreement, provided that:

- a) Such terms are not inconsistent with the applicable laws of Uganda; and
- b) Such terms are not inconsistent with this Policy, unless the University has expressly authorised a departure therefrom in writing prior to execution of the agreement.

In the absence of a written agreement, ownership shall be determined solely in accordance with the provisions of this Policy.

13.2. Intellectual Property created by Employees of the University

13.2.1. The University shall automatically own all intellectual property created by employees;

- a) In the course of their university duties,
- b) When using university facilities, or
- c) In the course of duties falling outside his/ her normal duties but specifically assigned to him/her.

13.2.2. An employee will own/co-own the Intellectual Property they have created when such IP:

- a) Is created outside the course and scope of their employment and without substantial use of University's resources;
- b) Vests in scholarly works
- c) consists of other IPRs which, as stipulated by national law, the University cannot or does not wish to claim, and in respect of which the University has communicated such decision to the employee in writing

13.3. Intellectual Property created by Students

Unless the University agrees otherwise in relation to any individual student or category of students, all graduate research students shall be provided with a

copy of this IP Policy on enrolment and shall agree as a condition of enrolment that:

13.3.1. The provision in policy shall apply to all disclosable work;

13.3.2. All IP generated by them shall be assigned to the University if: -

- a) It is created jointly with a university employee (academic(s);
- b) A fellow postgraduate research student;
- c) If the intellectual property is created with the use of university facilities;

In an event that the intellectual property is created as part of the research carried out by a postgraduate student registered on a programme of study that involves research project(s). In return such assignment, the student shall become entitled to share in revenue as described in the provisions on distribution of net income.

13.3.3. Where a student assigns the Intellectual Property rights in any disclosable work to the University, and Kyambogo University shall manage the commercialisation of the intellectual property.

13.3.4. Kyambogo University may also agree with the student by arrangement on a case-by-case basis to manage the commercialisation of any intellectual property in disclosable work provided such intellectual property is assigned to the University.

13.3.5. In return the student shall may entitled to share in revenue as described in schedule under distribution of net income below.

13.4. Student ownership

13.4.1. Theses or dissertations

- a) The student must submit his/her final thesis or dissertation to the university institutional repository both in soft and hard copy.
- b) The student must grant a royalty-free license to the University to reproduce his/her thesis or dissertation and to distribute copies thereof to the public after a period of a least two (2) years.

13.4.2. Student owned IP.

The IPMO may, upon agreement, provide commercialisation services to students in respect of their own IP in any of the following circumstances:

- (a) At no cost to the student;
- (b) In exchange for an agreed fee being paid to the University; or
- (c) By sharing commercialisation revenues accruing to the student.

Where the IPMO provides such services, the student may be required to assign their IP to the University so as to be afforded the same rights and obligations as staff members under this Policy.

13.5. Institution ownership of Student Intellectual Property

IP emanating from a Student's Research Project shall be owned by the Institution in the following circumstances if the:

- a) IP is created by making substantial use of the institution's resources (excluding supervision) and there is no re-imbursement agreement concluded between the institution and the student; or

13.6. Research carried out by the student forms part of the university research projects.

13.7. Intellectual Property emanating from research contracts

13.7.1. All research undertaking at Kyambogo University shall be conducted in accordance with the approved research and innovations policy or other related policy of the University.

13.7.2. Sourcing for funding for all research undertakings shall be the responsibility of Kyambogo University or the relevant stakeholders of the university. However, no staff, students or visiting scholars shall commit the University for any Research Contracts unless otherwise authorised by the relevant university organs or its delegated representatives.

13.7.3. In the absence of provisions to the contrary in any national law or where there is no substantial use of the University's resources, the terms of the research contract will regulate ownership of IP created by a staff member in the course of a research project that forms part of a research contract, as set out in the clauses above.

13.7.4. The terms of the research contract shall regulate the ownership of IP created by a student in the course of such research contract, as set out in the clauses above.

13.8. Institution ownership responsibilities

Where the university is the owner of IP created by a student, in terms of clauses above for a research project or research contract, respectively, the University shall:

- a) provide the student with an explanation of the reasons for the assignment of IP rights to the institution;
- b) advise the student to seek independent advice regarding the assignment;
- c) obtain a deed of assignment from the student for all IPs emanating from the student's research contract or research project, where relevant, in return for revenue sharing as provided for in this Policy; and
- d) withdraw the student from the research project or research contract if a student elects not to assign the relevant IPs to the institution.

13.9. IP Created by sabbatical, seconded and visiting scholars.

13.9.1. Any scholar or other person working in the University shall be subject to this policy even if not an employee of the University or otherwise contracting with the University.

13.9.2. This Policy above shall apply to them in exactly the same way as if they were so employed. Examples of such persons include:

- a) Visiting scholar/academics,
- b) Emeritus Professors,
- c) Session Lecturers,
- d) Persons on whom the University has conferred an honorary title,
- e) Anyone working at the University whilst on sabbatical or any form of secondment from another organisation,
- f) Anyone else who is engaged in teaching, study or research at the University but;
 - i) Is not employed by the University
 - ii) Is not enrolled as a student at the University; and
 - iii) Does not have any other contract with the University.

13.10. Multiple creators / inventors

13.10.1. Where more than one staff / student of the University has participated in the creation of intellectual Property, all participants must sign the disclosure notice.

13.10.2. The creators will agree between or among themselves as to their relative contributions and how they will share any benefits accruing to the creators consistent with terms of this policy.

13.11. Intellectual Property donations

If an individual chooses to offer to or share with Kyambogo University any form of intellectual Property in which the University has no claim, Kyambogo University may accept ownership or control of the intellectual property provided that the:

- a) person makes the offer as if the intellectual property has been created within the University;
- b) person discusses provisions and makes an agreement including distribution of income provisions with KyU;
- c) person warrants that he or she owns all rights, titles and interests to the intellectual property, and that to the best of his or her knowledge, the intellectual property does not infringe upon any existing intellectual property;
- d) University may accept charitable donations of intellectual property from governmental or private Organisations; and
- e) upon the transfer of title in the intellectual property to the KyU, the intellectual property shall be managed in accordance with this Policy.

13.12. Bursaries/scholarships

An external party that grants a bursary or scholarship to a student may, by written agreement with the University, acquire ownership of the IP created by that student in the course of his or her study at the University, provided that:

- a) The student has executed a formal deed of assignment in favour of the external party, in compliance with the Copyright and Neighbouring Rights Act and of the Industrial Property Act, as applicable;
- b) The University has provided its prior written consent to such assignment; and

- c) The terms of such assignment are not contrary to any applicable national law.

13.13. IP created by visitors

13.13.1. Institution ownership

Unless otherwise agreed to in writing by the university and the visitor's home institution prior to the tenure at KyU, visitors are required to assign to the university any IP:

- a) created in the course and scope of their appointment at the institution;
or
- b) created by making substantial use of the university's resources.

13.13.2. Disclosure on Departure

On departure from the institution, a visitor must sign and submit to IPMO an IP Disclosure form disclosing any IP created, as per clauses above whilst at the institution.

13.13.3. Special rules for course materials

a) Institution ownership

The university shall own the IP in course materials created by a staff member or a visitor, with the exclusion of course material that is created from or for Open Educational Resources, in accordance with the clauses above.

b) Licensed by the institution

- i) The university shall grant the creators of course materials a royalty-free, non-exclusive license to use the course materials created by them for teaching and research purposes at the Institution.
- ii) With the express prior written permission of the university, such license may be utilised for commercial purposes outside the university.

13.13.4. Special rules for scholarly works

a) Publication

The university recognises and endorses the rights of staff, students and visitors to publish their scholarly works provided that any scholarly work which may disclose any possible institutional IP shall first be cleared by IPMO after having an opportunity to protect such institutional IP according to clauses of this Policy.

b) Institutional Repository

Staff, students and visiting research researchers should endeavour to obtain publishers' permission to include published scholarly works in the institutional repository whether as a published edition or in pre-publication form.

c) License to the University

Staff, students and visitors shall grant to the university a non-exclusive, royalty free license to use their scholarly works for the administrative, promotional, research and teaching purposes.

13.14. Moral rights

The University shall, at all times, respect and protect the moral rights of creators as provided under the Copyright and Neighbouring Rights Act Cap 222. The University shall acknowledge the creator by name whenever a particular work is reproduced, published, performed or otherwise used, in accordance with the right of attribution of authorship recognised under that Act.

13.14.1. Recognition

The university undertakes to respect and protect the moral rights which copyright law confers on authors of copyright works.

13.14.2. Rights granted

The university acknowledges that moral rights vest in authors of copyright works irrespective of the copyright ownership thereof including the right:

- a) of attribution of authorship in respect of the copyright works;
- b) not to have authorship of the copyright works falsely attributed; and
- c) of integrity of authorship in respect of the copyright works.

13.14.3. No waiver

The university shall not require staff, students or visitors to waive their moral rights as a condition of employment, enrolment, appointment or funding.

13.15. Public Domain

13.15.1. Intellectual Property in the public domain refers to all IP that is not subject to exclusive intellectual property rights protection. All IP in the public domain may be exploited or used without restriction. Intellectual Property in the public domain refers to all IP that is not subject to exclusive intellectual property rights protection. All IP in the public domain may be exploited or used without restriction.

- 13.15.2.** The University IP forms part of the public domain in the following circumstances if:
- a) a research contract provides that the research results be placed into the public domain; or
 - b) staff or visitors made use of OERs or resources licensed through Open Source or Creative Commons Licenses and the licensing conditions require release of derivatives into the public domain.

13.15.3. Release into the public domain

The University may release IP into the public domain in the following circumstances:

- a) Where it is deemed to be in the public interest;
- b) If the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
- c) If otherwise deemed necessary by the University, subject to compliance with any applicable statutory procedure, including the Industrial Property Act with respect to patents.

13.16. Rights which the University shall not claim

13.16.1. Unless, it has specifically commissioned them from university students or employees, the University shall not claim ownership of copyright in certain types of disclosable work described in this policy as “Creator Copyright Works”:

- a) abstracts;
- b) articles written for publication in journals;
- c) artistic works;
- d) lyrics; and
- e) musical scores.
- f) oral presentations at conferences;
- g) papers to be presented at conferences;
- h) plays/ comedies;
- i) posters for presentation at conferences;
- j) text and artwork for publication in books;
- k) theses and dissertations;

Where a university student or employee has created a Creator Copyright Work, the University, will assign the copyright to that student or employee.

13.16.2. Except for copyright, Kyambogo University will own all intellectual property rights in the Creator Copyright Works.

13.16.3. Nothing will prevent either the creator or the University from placing Creator Copyright Work into electronic archives or similar repositories.

14.0. PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

The University recognizes, encourages and protects the rights of staff, students and visitors to publish their scholarly work, provided any work which may be disclosed shall first be cleared by Intellectual Property Management Office (IPMO) after having an opportunity to protect such IP.

14.1. Non-disclosure for IP protection for publication

Premature public disclosure may result in loss of IP protection rights. Therefore, Creators are strongly advised to identify any protectable IP as early as possible and consults IPMO before making any public disclosure of potential University IP.

14.2. Disclosure of potential Institutional IP

- a) Delays in publication may occur for the purpose of initiating statutory protection of the IP whichever is necessary. The University therefore, will agree on a case-by-case basis to a contractual delay in publication by Creators. However, such delays will not exceed 90 calendar days from the date IPMO is notified of the intent to publish.
- b) IPMO may, if so, required will facilitate the signing of a non-disclosure agreement by the journal appointed peer reviewers, such that review of the article for publication can proceed while the necessary procedures are being followed for IP protection.
- c) all IP disclosed on or *after* the effective date of the policy review shall be governed by the Policy as reviewed; and
- d) all IP disclosed *prior* to the effective date of the policy review shall be governed by the Policy prior to such review 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.

14.3. Applicability of disclosable work

Whereas it is not possible to list all kinds of disclosable works, where there is any doubt as to whether this policy may apply to any work that has been done, it is essential that this is notified to the University IPMO urgently.

However, the following is a non-exclusive list of examples of disclosable works:

- a) databases, computer hardware, software, firmware and related material;
- b) films, videos, typographical arrangements, field and laboratory notebooks;
- c) inventions (whether or not patentable);
- d) multimedia works, any other works created with the aid of Kyambogo University facilities.
- e) registered and unregistered designs, trademarks and plant varieties;
- f) reports to sponsors and other works created specifically in the performance of projects supported by external sponsors;
- g) work methods, protocols, operating procedures and similar works;
- h) works generated by computer hardware or software owned or operated by the University;
- i) plant varieties

14.4. Obligations of Recipients

14.4.1. A recipient of any disclosable work shall;

- a) Recipients must keep all disclosable work confidential and avoid disclosing this prematurely and without consent;
- b) They may only disclose any disclosable Work and the intellectual property relating to it in accordance with the University's instructions;
- c) Recipients must seek the University's consent to any publication of information relating to any disclosable work.

14.4.2. A Recipients shall not;

- a) Apply for patents or other protection in relation to the disclosable work; and
- b) Use any disclosable work for their own personal and/or business purposes and/or on their own account.

14.4.3. Where a recipient creates any new IP in the course of or arising from the receipt of a disclosable work;

- a) Such new IP shall be treated as a disclosable work for the purposes of this Policy; and
- b) The recipient shall be treated as a Creator, and the relevant provisions of this Policy shall apply accordingly.

14.5. Publications of project findings

The University reserves the right to publish or present the findings of the project, subject to only the right of the external party to require the delay of any publication or presentation in order to;

- a) remove any of its confidential information or
- b) for the filing of any patents in accordance with the term of the research agreement for the project.

15.0. COMMERCIALISATION OF IP

- a) The University shall be entitled to approach, negotiate and enter into any binding IP agreement with any third party on such terms and conditions as the University, being the legal and beneficial owner of such IP, shall in its sole and absolute discretion deem fit.
- b) The University shall be entitled to assign rights or grant licenses, whether exclusive or not, in respect of the IP for such periods as it shall deem fit, or make such other arrangements relating to such IP as it may deem appropriate in order to facilitate technology transfer while protecting the rights of the University and the Creators.
- c) The University may use any means whatsoever, as it shall in its sole and absolute discretion deem fit, to protect any IP owned by it, including but not limited to instituting proceedings concerning infringement of IP rights and breach of license agreements.
- d) The University shall work closely with the inventor or creator on all commercialisation activities including negotiations.

16.0. INCENTIVE AND DISTRIBUTION OF REVENUES

16.1. Distribution of income and other benefits from Intellectual Property

A Creator / Inventor of University-owned Intellectual Property is entitled to share the income, including royalties, equity interests and dividends, earned from the commercialisation of that Intellectual Property,

16.2. Distribution of net income

The University IPMO shall receive the revenue and share royalty income with employees (Staff) and/or students involved in producing disclosable work whose exploitation generates revenue for the University.

- a) This may be either as a lump sum or as royalty income over a period of time.
- b) The revenue to be shared shall be calculated after deduction of all costs incurred by the University in developing, protecting, exploiting and marketing the disclosable work and the intellectual property it contains.

16.3. Calculation of Gross IP Revenue

"Gross IP Revenue" means all revenue received by the University from the commercialisation of Institutional IP before any cost recovery or deduction for IP expenses, and includes, without limitation;

- a) Proceeds from outright sale of IP;
- b) Option payments;
- c) Licence fees;
- d) Evaluation fees;
- e) Upfront and milestone payments;
- f) Royalty payments;
- g) Shares of profits;
- h) Dividends;
- i) Commissions;
- j) Income from disposal of equity; and
- k) Proceeds from direct sale of products or services embodying the IP.
- l) Sharing of Revenues

Employees shall be entitled to a share of any revenues resulting from exploitation of IP they have created in accordance with terms of this policy.

16.4. Calculation of revenues for distribution

Calculation of Gross IP Revenue, IP Expenses, and Net IP Revenue shall be in accordance with the following rules:

16.5. Calculation of Gross IP Revenue.

All revenue received by the university for commercialisation of Institutional IP before any cost recovery or deductions for IP expenses including but not limited to 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.

16.6. Calculation of Net IP Revenue

This is the revenue obtained after all expenses are subtracted from the Gross IP.

16.7. IP Expenses

Are all expenses incurred by the university in the management of IP for which Gross IP Revenue has been received including but not limited to:

- a) the expenses incurred by the University for payment(s) made to external entities for securing, maintaining and enforcing IP protection, such as patenting and litigation expenses;
- b) costs in making, shipping or otherwise distributing products, processes or services that embody the particular IP,

16.8. Co-owned IP

Where the IP is co-owned by the university and an external organisation, the Gross IP Revenue received by the university will be shared in accordance with a pre-determined formula as per a contractual arrangement. Thereafter, the Gross IP revenue received by the university and the Net IP Revenue will be determined, and revenues will be shared as below.

16.9. Standard Creator's Share

- a) 50% of the Net IP Revenue will be allocated to the Creator.
- b) Where there is more than one Creator, the Creators are entitled to an equal or pro rata share, based on contribution, of 50% of the Net IP Revenue, except where there is a prior written agreement between all the Creators to the contrary.

16.10. Standard Enabler's Share

[Option 1]

Creator(s) may at their joint sole discretion choose to provide for Enablers to receive a share of the Creator(s)' portion of the Gross or Net IP Revenue. This arrangement must be agreed to in writing by all Creators, if more than one.

[Option 2]

The university may elect to set aside 10% of the Gross or Net IP Revenue for an Enabler. Where there is more than one Enabler, the Enablers are entitled to an equal or pro rata share, based on practical contribution, of 10% of the Gross or Net IP Revenue, except where there is a prior written agreement between all the Enablers to the contrary.

16.11. Payment to Creators

Payment to the Creators / Enablers will be made by the university on a periodic basis as agreed in writing, but no later than [typically twelve] months after receipt of the Gross IP Revenue by the university.

The resulting “proceeds” shall be distributed in the following four (4) categories:

Categories of Beneficiaries	Proportion (%)	Remarks
Allocation to the Creator(s) or Inventor(s)	50%	Where a student is involved, the parties must agree the percentile of distribution before sales of the patent
Allocation to University Central Administration	30%	General university’s overheads and IP prosecution and maintenance costs
Allocation to the Faculty/ School	20%	The fund is meant to support research and scholarly activity in the faculty;

16.12. Contractual Obligation

Persons bound by this policy shall continue to acknowledge the University’s rights in intellectual property created during the period of their employment at Kyambogo University or other contractual obligation to the University in a clear manner to avoid misleading future employees, collaborators or other interested third parties as to the ownership of and interests in the intellectual property concerned.

16.13. Disputes in Sharing

In the event of a dispute or uncertainty regarding the Creators’ / Enablers’ share of the Gross or Net IP Revenue from a specific IP, the issue shall be brought for resolution to the IP Committee.

17.0. IP PORTFOLIO MAINTENANCE

- 17.1.** The University IPMO shall be responsible for maintaining accurate records of the University’s IP in an appropriate form including use of appropriate technological applications and in sufficient details.

- 17.2. The IPMO will maintain a register of all IPA including payment obligations related to the maintenance or annuity fees of protected IP. It will also be responsible for reminding the persons or departments designated to make such payments.
- 17.3. The IPMO will conduct periodical stocktaking of the University IP to check for growth in volumes, status and numbers.
- 17.4. IPMO or an external entity designated by the IPMO shall maintain records of the Institution's IPA in an appropriate form and in sufficient detail.
- 17.5. IPMO shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the person or department designated to make such payments.
- 17.6. IPMO shall maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

18.0. CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

- 18.1. Upon commencing employment, enrolment or appointment, staff members, Students and other partners must declare any existing IP they wish to exclude from the application of this policy due to innovation prior to their employment, enrolment or appointment at the University.
- 18.2. Staff Members' and Visitors' primary commitment of time and intellectual contributions should be to the education, research and academic programs of the Institution.
- 18.3. Staff Members and Visitors have a primary professional obligation to act in the best interests of the Institution; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.
- 18.4. It is the responsibility of all Staff Members and Visitors to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with external parties.
- 18.5. Each individual should make his/her duties and responsibilities clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.
- 18.6. Staff and visitors shall promptly report all potential and existing Conflict of Interest (COI) or Conflict of Commitment (COC) to the appropriate Institutional authority, in compliance with applicable COI/COC policies. The authority will be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned.

- 18.7.** The decision must be approved by a high-level academic functionary (e.g., Dean or Deputy Vice Chancellor Research and Engagements).

19.0. DISPUTE RESOLUTION

Breach of the provisions of this Policy shall be dealt with under the normal procedures of the university, and in accordance with the relevant provisions of the laws and regulations in force.

- 1) Any internal disputes or questions of interpretation arising under this Policy shall in the first instance be referred to IPMO for consideration and mediation by the IP Committee.
- 2) If the matter cannot be resolved by the IP Committee within [two months], then the dispute or question of interpretation must be referred to the Deputy Vice Chancellor Research and Engagements for mediation.
- 3) The Deputy Vice Chancellor Research and Engagements may at their sole discretion refer the matter to University Top Management and/or an independent committee for arbitration as final arbiter of any disputed issues or for final determination.
- 4) Individuals covered by this Policy shall have the right to appeal the application of any aspect of this Policy to the IP Committee.

20.0. REPORTING

The Vice Chancellor or his delegated representative shall report annually to the University Council and Senate on intellectual property activity at the University.

- 1) The report shall include data for the previous year on disclosures, patent applications, patent granted, licenses, business incubations and start-up companies established by staff or business incubatees.
- 2) The report shall also provide data on revenue and expenditures associated with the University's technology function.

21.0. POLICY REVIEW

This Policy shall be review/amended every five years as decided by the University Council.

22.0. MONITORING AND EVALUATION

IPMC shall be responsible for monitoring and evaluating the implementation of IP Policy of the University. The Committee shall develop its own Terms of Reference (ToR).

23.0. COMMENCEMENT DATE

The policy shall only become operational after approval by the relevant University organs.