



**INTELLECTUAL PROPERTY MANAGEMENT
POLICY 2022**

SEPTEMBER 2022



A. Abbreviations and Acronyms

ARIPO	Africa Regional Intellectual Property Organization
COI	Conflict of Interest
DRGT	Directorate of Research and Graduate Training
GRs	Genetic Resources
IP	Intellectual Property
IPMC	Intellectual Property Management Committee
IPM@Mak	Intellectual Property Management at Makerere University
IPMO	Intellectual Property Management Office
IPRs	Intellectual Property Rights
Mak	Makerere University
NDP	National Development Plan
OERs	Open Educational Resources
TK	Traditional Knowledge
URSB	Uganda Registration Services Bureau
WIPO	World Intellectual Property Organization



B. Citation

This Policy may be cited as “The Makerere University Intellectual Property Management Policy, 2008 (as amended) “.

C. Definitions

The definitions set out below shall apply in accordance with applicable national laws.

Appointment	A formal agreement for a Visitor at the University, which is a prerequisite to participate in or conduct Research, scholarship, creative work, or teaching at the University.
Author	Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP laws of Uganda.
Background IP	Any pre-existing IP created before the execution of any Research Project, or prior to a Creator becoming subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract in the case of a Staff Member, or registration in the case of a Student.
Commercialization	Any form of utilisation of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. Commercialize is similarly defined.
Commercialization Entity	A company that has access to the IP of the University, through any one or more of the available Commercialization modes, to produce new products, processes or services. This can be a spin-off, spin-out or start-up.
Conflict of Interest (COI)	Any situation in which real or perceived interests of an individual Staff Member, Visitor or Student may run counter to



	the interests of the University or negatively affect their employment or duties.
Course Materials	All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, assessments, practicum and other teaching activities conducted by the University; and all IP in such materials.
Creator	Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of 'inventor', 'author' or 'breeder' as generally implied in the IP laws of Uganda.
Enabler	Any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by Creators - and as such may not be listed themselves as an author or inventor in terms of statutory IPRs - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution the IP would not have been created.
Genetic Resources (GRs)	"Genetic material of actual or potential value." Genetic material is defined as "any material of plant, animal, microbial or other origin containing functional units of heredity".
Gross IP Revenue	All revenue received by the University on Commercialization of University IP before any deductions for IP Expenses, as defined in Article 10.
Institution	The institution shall be used to refer to Makerere University and affiliated Colleges.
Institution IP	IP owned or co-owned by the University

Intellectual Property (IP) All outputs of creative endeavour in any field at the University for which legal rights may be obtained or enforced pursuant to the law. IP may include:

- a) literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notes and notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound/video recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of University resources or facilities;
- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patentable and non-patentable invention;
- g) designs including layout designs (topographies) of integrated circuits;
- h) plant/crop/animal/fish/microbial/biomolecules varieties and related information;
- i) trade secrets;
- j) know-how, information and data associated with the above; and
- k) any other Institution-commissioned works not included above.

Intellectual Property Rights (IPRs) The proprietary rights that may be granted for an invention, mark, design, plant variety, trade secret, copyright or other type of IP should the statutory requirements for protection be met to

	result in a patent, trade mark, trade secret, copyright, registered design or plant breeders' right, respectively.
Invention	Means a new and useful art whether producing a physical effect or not, process, machine, manufacture or composition of matter which is not obvious, or a new and useful improvement of it which is not obvious, capable of being used or applied in trade or industry; and includes an alleged invention
Inventor	Any person to whom this Policy is applicable, who individually or jointly with others makes an Invention and who meets the criteria for inventor-ship under the Industrial Property Act, 2014 of Uganda
IP Disclosure Form	The form [provided in Annex] to be completed by Creators and submitted to IPMO to document their creation.
IP Expenses	All expenses incurred by the University in the protection, management, and Commercialization of IP for which Gross IP Revenue has been received.
IP Management Committee (IPMC)	The committee within the University set up in terms of Subsection 5.1, which is responsible for overseeing the drafting, implementation, monitoring, and evolution of the Policy, and for providing strategic oversight of the IPMO.
IP Management Office (IPMO)	The administrative unit established in terms of Subsection 5.2, responsible for day-to-day management of all IP-related activities of the University.
Net IP Revenue	Gross IP Revenue less IP Expenses.
Plant Variety	A homogenous grouping of plants that can be protected by a form of plant breeder's right such as that defined in the International Convention for the Protection of New Varieties of Plants.

Policy	This Makerere University Intellectual Property Management Policy
Public Disclosure	The communication of information, relating to an invention, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show; or the industrial application of an Invention.
Public Domain	This refers to Intellectual Property for which no exclusive IPRs apply or subsist.
Research	Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture, and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research, and experimental development.
Research Contract	Any type of agreement between the University and an external party or research sponsor, concerning Research, which could result in IP being created at the Institution. This shall include, but is not limited to, all sponsorships, donation, and collaborations with the external party or research sponsor.
Research Project	Any project that forms the basis of Research undertaken by the University and includes projects undertaken by a Student, under the supervision of a Staff Member or a Visitor, as part of a research degree program or with an aim of creating new knowledge.
Scholarly Works	All copyright eligible works which are the outputs of academic Staff Members, Students, or Visitors, including Research;

	creative and other outputs in area(s) of his/her expertise. It does <u>not</u> include <u>Course Materials</u> .
Staff Member	Any person who is under a contract of employment with the Makerere University including academic, research, technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.
Student	Any student registered for an accredited program at the University.
Trade Secret	Confidential information not publicly available that has commercial value because of its confidential nature, <u>and</u> which the owner has taken reasonable efforts to keep secret.
Traditional Knowledge (TK)	A living body of knowledge resulting from intellectual activity in a traditional context, which includes expertise, practices, skills, and innovations. TK embodies the traditional lifestyles of indigenous peoples and local communities and is transmitted from generation to generation, often forming part of the cultural and spiritual identity of the community. TK is not limited to any specific technical field, and may include agricultural, environmental and medicinal knowledge. TK also often encompasses knowledge associated with Genetic Resources.
Visitor	Any person who is neither a Staff Member nor a Student of the University who engages in work at the University, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with the University.

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1.0 Preamble

Makerere University (hereinafter referred to as “Mak”) has since its inception been heralded as the beacon of research and innovation in Eastern and Central Africa. For all the research and innovation that has emanated from Makerere University, the Intellectual Property attributed to the University is still too low. The pursuit for Innovativeness and excellence in teaching, learning and research is core to Makerere University’s Mission and Vision. From the outset, the implementation of this mission has been conditioned by the commitment to ensure that activities are Makerere University’s and, indeed Uganda’s economic, social, and cultural development. Mak’s focus on research and innovation is consistent with the national objectives set out in the Government’s Vision 2040, the National Development Plan (NDP) 2020/2021-2024/2025, and the National Intellectual Property Rights Policy. The focus of Makerere University Intellectual Property Policy (“this Policy”) is on developing a positive culture of discovery and enterprise aimed at generating tangible benefits for the University, its researchers and the community at large, and contributing to the national knowledge economy.

2.0 Policy Statement

This policy aims to stimulate and support innovative thinking among students and staff, and to enable ownership and efficient management of intellectual assets and innovations produced at Makerere University and its affiliated institutions. In addition, implementation of the Intellectual Property Management Policy (IPM) is envisaged to increase income arising from research activities, as well as increase the contribution of Makerere to the wellbeing of society.

3.0 Objectives of the IPM Policy

The overall objective of this Policy is to establish guidelines for the ownership, protection, processes, and the professional management of intellectual property arising from the University’s research activities.

Specific objectives

- (a) To support and promote innovative ideas that can be transformed into useful products for the public good

- (b) To facilitate efficient and effective dissemination and use of the University's Intellectual Assets through various modalities of access.
- (c) To support the management of intellectual property of the University
- (d) To support and promote knowledge transfer mechanisms to students and the wider public
- (e) To promote economic activity arising from the products of research and innovation
- (f) To establish a conducive climate to encourage University personnel to generate, identify and commercialise their Intellectual Property

4.0 Scope and Binding effect of the Policy

4.1 Scope of the Policy

- 4.1.1 This Policy applies to all IP generated at the University, in particular by Staff Members, Students, and Visitors/Collaborators.
- 4.1.2. All background IP must be declared if it is to be excluded from the application of this Policy.
- 4.1.3. This Policy applies to all Staff Members, Students, and Visitors who participate in a Research Project or produce Inventive, Creative, Scholarly, or Artistic Works.
- 4.1.4. Rights and obligations under this Policy shall survive any termination of employment, enrolment, or Appointment at the University.

4.2 Binding effect of the Policy

- 4.2.1. All members of Staff of the University shall be bound by this Policy.
- 4.2.2. All Students of the University shall be bound by this Policy.
- 4.2.3. It shall be a requirement that Students participating in a Research Project sign an agreement before commencing the project, to the effect that they have read and will comply with the provisions of this Policy, in respect of Subsection 6.2.5.
- 4.2.4. Each student and her/his supervisor shall be required to complete and sign the IP Discussion Form prior to the student beginning his or her thesis research.

5.0 Governance and Operation

5.1 IPM Committee

- 5.1.1. The University shall establish an Intellectual Property Management Committee (IPMC) to oversee the implementation and evolution of this Policy and provide strategic guidance to the IPMO.
- 5.1.2. The IP Committee shall consist of One (1) Member of each College of the University, chaired by a person appointed by the Vice Chancellor on a two (2) year term, renewable once.
- 5.1.3. The IPM Committee shall be the ultimate decision making body in the determination of an IP management and Commercialization strategy for a particular IP.
- 5.1.4. The IP Management Committee shall establish regular meetings and also be available for ad hoc meetings.
- 5.1.5. The Directorate of Research and Graduate Training (DRGT) shall be secretary to the IPM Committee

5.2 The IP Management Office

- 5.2.1. The University shall establish an IP Management Office (IPMO) or designate a function within the Directorate of Research and Graduate Training or another organisation to act as such, to assist the University in managing and commercializing its IP in a form that will effectively promote its identification, capture, registration, development, and use for economic and social benefit.
- 5.2.2. The responsibilities of the IPMO shall include, but are not limited to:
 - (a) Promotion of the Mak IP Policy
 - (b) Outreach/awareness to Creators;
 - (c) Advising the relevant stakeholders on securing IP Rights and protection, and sorting commercially viable from commercially unviable IPRs;
 - (d) Negotiating and drafting licences and IPR transfer agreements;

- (e) Relationship management and establishment of linkages between Creators and industry;
- (f) IP application, registration and renewals
- (g) Technology marketing and IP contract negotiation;
- (h) Support Creators in the mobilization of resources for development of their IP
- (i) IP contract management; and
- (j) IP costs and revenue distribution.

6.0 Ownership of IP and Rights of Use

6.1 IP Created by Staff Members

- 6.1.1. The University is the primary owner of all IP created by a Staff Member in the course and scope of his/her employment with the University
- 6.1.2. Staff Members will own/co-own the IP they have created when such IP:
 - a) is outside the course and scope of their employment and has been developed without use of the University's resources;
 - b) vests in Scholarly Works in respect of Subsection 6.5.
- 6.1.3. In the absence of provisions to the contrary in any national law, the terms of the Research Contract will regulate ownership of IP created by Staff Members in the course of a Research Project that forms part of a Research Contract, as set out in Subsection 8.0.
- 6.1.4. University staff shall not disclose university IP in the course of performing outside work for reward unless prior permission has been obtained from the IPMO.
- 6.1.5. It is the responsibility of each Staff Member that holds an honorary or other academic or research appointment at another institution (Host Institution) to bring to the attention of the Host Institution, including its IPMO, his/her obligations in terms of this Policy, prior to the tenure at the Host Institution. To the extent that the Host Institution's IP Policy makes a claim on IP created by the Staff Member pursuant to such

appointment, the Staff Member shall ensure that the Host Institution negotiates a suitable IP arrangement with the University.

6.2 IP Created by Students

- 6.2.1. IP created by a Student in the course of study at the University (including theses, dissertations and other Scholarly Works) will be owned by the Student.
- 6.2.2. The Student shall grant a royalty-free licence to the University to reproduce his/her thesis or dissertation and to distribute copies thereof to the public.
- 6.2.3. IP emanating from a Student's Research Project shall be owned by the University in the following circumstances:
 - a) if the IP is created by making Substantial Use of the University's resources (excluding supervision) and there is no re-imbursement agreement concluded between the University and the Student; or
 - b) if the Research carried out by the Student forms part of the University's funded or commissioned Research Projects.
 - c) In the case of sponsored students, where the sponsoring body has not made any prior declaration to the University in respect of the claim to the intellectual property
- 6.2.4. 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 Subsection 8.0.
- 6.2.5. Where the University is the owner of IP created by a Student, in terms of Subsection 6.2.3 or Subsection 6.2.4 and hence created in terms of a Research Project or Research Contract, respectively, the University will:
 - a) provide the Student with information regarding the assignment of IP rights to the University;
 - b) obtain a deed of assignment from the Student for all IPRs emanating from the Student's Research Contract or Research

Project, where relevant, in return for revenue sharing as provided for in Article 11; and

- c) withdraw the Student from the Research Project or Research Contract if a Student elects not to assign the relevant IPRs to the University.

6.2.7. IPMO may, upon agreement, provide Commercialization services to Students for their IP. In this event, Students may be required to assign their IP to the University and will be afforded the same rights and obligations as Staff Members under this Policy.

6.3 IP Created by Visitors

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

- a) created in the course and scope of their Appointment at the University; or
- b) created by making Substantial Use of the University's resources.

6.3.2. Prior to departure from the University, a Visitor must sign and submit to IPMO an IP Disclosure form disclosing any IP created, as per Subsection 6.3.1, whilst at the University.

6.4 Special Rules for Course Materials

- 6.4.1. The University will 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 respect of 6.7.1
- 6.4.2. The University grants the Creators of Course Materials a royalty-free, non-exclusive licence to use the Course Materials created by them for teaching and Research purposes at the University.

6.5 Special Rules for Scholarly Works

- 6.5.1. The University recognises and endorses the rights of Staff Members, Students, and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible University IP shall first be cleared by IPMO after having an opportunity to protect such Institutional IP in respect of Subsection 11 (Annex 1).
- 6.5.2 Staff Members, Students, and Visitors should endeavour to obtain publishers' permission to include published Scholarly Works in the Institutional repository.
- 6.5.3. Staff Members, Students, and Visitors shall grant to the University a non-exclusive, royalty free license to use their Scholarly Works for the University's administrative, promotional, Research and teaching purposes.

6.6 Moral Rights

- 6.6.1 The University undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works.
- 6.6.2 The University acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:
 - a) the right of attribution of authorship in respect of the copyright works;
 - b) the right not to have authorship of the copyright works falsely attributed; and

- c) the right of integrity of authorship in respect of the copyright works.

6.6.3. The University will not require Staff Members, Students, or Visitors to waive their moral rights as a condition of employment, enrolment, Appointment, or funding.

6.7 Public Domain

6.7.1. University IP forms part of the Public Domain in the following circumstances:

- a) if a Research Contract provides that the Research results be placed into the Public Domain; or
- b) if Staff Members or Visitors made use of Open Educational Resources (OERs) or resources licensed through Open Source or Creative Commons Licences and the licensing conditions require release of derivatives into the Public Domain.

6.7.2. 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 deemed necessary by the University.

7.0 Publication, Non-Disclosure and Trade Secrets

7.1. The University encourages and supports the right of Creators to decide if, and when to publish their Research results, in respect of 6.5.

7.2. Non-disclosure for IP protection. In conjunction with the right of publication, Creators should be aware that premature Public Disclosure may result in loss of IP protection rights. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, in respect of Subsection 11, and shall consult IPMO before making any Public Disclosure of potential University IP or exercising their academic freedom rights.

7.3. The University may designate certain confidential information as a Trade Secret, owned by the University. In that event, all Creators will be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by IPMO.

8.0 Research Contracts

8.1. Staff Members, Students, and Visitors shall not have the right to enter into a Research Contract with external parties on behalf of the University unless they are authorized to do so by a designated officer of the University as per the Research Policy.

8.2. All Research Contracts must be executed and performed in compliance with the University's IP Policy.

8.3. Persons acting for and on behalf of the University shall exercise all due diligence and consult IPMO when negotiating and signing contracts that may affect the University's IPRs.

8.4. Subject to any provisions in law to the contrary, ownership and rights to use shall be agreed upon with the external entity, in accordance with the applicable National Laws.

8.5. Research Contracts shall comply with any applicable law and/or Government regulations and/or rules, which may be applicable to Research undertaken by the University, in particular, as far as it relates to the ownership of IP resulting from such Research

8.6. Proposed research contract and other legal statements concerning the University's IPRs shall comply with the provisions of this Policy.

8.7. Any variance from this Policy must be approved by the Vice-Chancellor on recommendation of the IPMC.

8.8. In certain cases, it may be necessary and/or beneficial to the University to enter into a Research Contract that contains exceptions to the provisions of this Policy. Any such exceptions require prior, written approval from the Vice-Chancellor on recommendation of the IPMC.

ANNEX 1:

GUIDELINES AND PROCEDURES FOR IMPLEMENTATION OF THE INTELLECTUAL PROPERTY MANAGEMENT POLICY

10.0 The IP clauses in all Research Contracts shall be governed by the following basic principles:

10.1. A Research Contract must be executed in writing and signed by the University and the external party (ies)/sponsor(s) prior to the commencement of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management, and use of IP arising from the Research Project as well as any Background IP.

10.2. All University Background IP must be properly recorded and declared prior to the commencement of a Research Contract and belongs to the University. Similarly, Background IP of the external party/sponsor, belongs to such party or sponsor. Use of such Background IP requires express written permission.

10.3. IP generated pursuant to a Research Contract by Staff Members, Students or Visitors shall be governed in terms of the above provisions relating to IP generated by these parties. The general rule is that such IP shall be owned by the University.

10.4. **Co-owned IP.**

- a) Co-ownership of IP generated pursuant to a Research Contract shall be in accordance with national legislative provisions. The ratio of co-ownership may be defined by the Research Contracts, failing which, the ratio will be determined as follows:

University	70.0%
External Party	30.0%

- b) The costs for protecting and maintaining any IPRs shall be shared between the University and the external party(ies)/sponsor(s) in accordance with the percentage of IP ownership; in an equal manner and/or as mutually agreed contractually.

- 10.5. Any IP created during the course of the Research Contract which falls outside of scope of the Research Contract shall be owned by the Researcher or the external party(ies)/sponsor(s) which developed such IP, unless agreed contractually otherwise in the Research Contract¹.
- 10.6. The Research Contract may include provisions giving the external party (ies)/sponsors, a right of first refusal to commercialize the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.
- 10.7. It is the strict policy of the University to allow Creators freedom to publish their work. However, the University acknowledges that delays in publication for the purpose of initiating statutory protection of the IP is often necessary. In this regard, the University will agree, on a case-by-case basis, to a contractual delay in publication by Creators. Such delay will not exceed 90 days from the date IPMO is notified of the intent to publish, unless authorized by the IPMO and/or Directorate of Research and Graduate Training.
- 10.8. Use of IP for teaching purposes without authorization of the IP owner constitutes an allowable exception under the IP law. It is therefore a policy of the University that IP shall be used as such without the need for licenses. In instances, where the University IP is licensed exclusively or assigned as part of the Research Contract, all efforts should be made to secure a royalty-free license for use of the IP for on-going Research and teaching purposes.

11.0 Determinations by the IPMO

11.1. Responsibility to Disclose IP

- 11.1.1. Creators shall keep appropriate records of their Research in accordance with the University's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the University who have a need to have access to such records for the performance of their duties are granted such access.

¹ Results are serendipitous when research that was originally funded for one purpose turns out to be useful for another purpose.

- 11.1.2. Where a Creator identifies potential IP resulting from his/her Research [or that of his/her team], he/she shall disclose such potential IP to IPMO promptly by means of an IP Disclosure Form (Annex 2).
- 11.1.3. Creators must provide to IPMO such full, complete, and accurate information as IPMO may reasonably require to enable it to sufficiently assess the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number and IPMO will share this reference number with the Creators to signify that the IP Disclosure has been formally received by the University.
- 11.1.4. Disclosure Clause for IP related to GRs and/or TK When potential IP has been developed using Genetic Resources and/or Traditional Knowledge, the IPMO shall require its Creators to disclose relevant information, in accordance with national legislation.

11.2. Creatorship and Ownership

- 11.2.1 Creators shall, upon request, sign the appropriate legal documents provided by the IPMO that attest to creatorship. Where there is more than one Creator, and there is a dispute as to the contribution to creatorship, IPMO shall in consultation with the Creators, assist in the determination of the percentage of IP creatorship; failing which it shall be assumed that there was an equal contribution.
- 11.2.2. Once creatorship has been determined, the Creators shall be required to formally assign any right, title or interest they may have in that IP to the University in the form of a contract that specifies the rights that will accrue to the Creator(s) and the University and the obligations they will have to assist the University with the Commercialization of that IP. Subsection 10.3 will apply.

11.3. Determination as to IP Protection and Commercialization

11.3.1. IPMO will analyse the information disclosed in the IP Disclosure Form within 8 weeks of formal receipt. The analysis will include: whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. After evaluation, IPMO will prepare a preliminary report with findings that enable the University to decide if it will proceed with IP protection and Commercialization. IPMO shall share the preliminary report with the Creator(s), and seek their input.

11.3.2. The University will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or commercialize the IP. IPMO will use all reasonable efforts to notify the Creator(s) of the University's decision within 90 (ninety) days of formal receipt of the IP Disclosure Form. IPMO will also make a determination in relation to the validity of any claim made by a Staff Member, a Visitor, or a Student that they are the true Creator(s) of that IP and in relation to their rights under this Policy.

11.4. Institution elects not to protect /commercialize the IP

11.4.1. The University reserves the right not to protect or Commercialize IP that it owns if after consultation with the Creators:

- a) there is no reasonable prospect of commercial success;
- b) it is not deemed to be in the best interest of the University; or
- c) it is not deemed to be in the public interest.

11.4.2 In the event the University decides not to pursue IP protection and/or Commercialization, it will take steps to return said IPRs to the Creator(s), contingent on any other superseding contract rights of external party (ies)/sponsor(s).

- 11.4.3. If the University is unable to or decides not to protect or commercialize the University IP, it should notify the relevant Creator(s) of its decision in writing and in a timely² manner.
- 11.4.4. The Creator(s) should receive the written notification in a timely manner that enables the relevant Creator(s) to take any formal steps to ensure the protection of IP, should they so desire.
- 11.4.5. If the Creator elects to take assignment of the IP, the University shall ensure that a deed of assignment is executed without delay.
- 11.4.6. If the University assigns IPRs to the Creator in terms of this Subsection 9.4.5, the assignment may be subject to one or more of the following terms and conditions:
- a) that upon Commercialization, the University be compensated for any expenditure it may have incurred in connection with the protection and/or Commercialization of such IP; and/or
 - b) that the University be granted a non-exclusive, royalty-free licence to use the IP for Research and teaching purposes.

12.0 Commercialization of IP

- 12.1. Within three (3) months of the decision to protect or commercialise the IP under Subsection 11.3.2, the University will determine, with input from the Creators, the most appropriate Commercialization strategy.
- 12.2. Creators of IP which has been selected for IP protection and Commercialization by the University shall provide IPMO with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Commercialization of the IP.
- 12.3. The University shall have the sole discretion regarding the Commercialization of IP owned by it. Notwithstanding, the University shall ensure that reasonable efforts are made to keep the Creators

² "Timely" means sufficient to not cause the loss of IP rights by failure to act.

informed and, where appropriate, involved in the Commercialization of the IP to which they contributed. The Commercialization of University IP shall be planned, executed, and monitored by the University through the IPMO.

12.4. Modes of IP Commercialization may include:

- a) license, either exclusive or non-exclusive, and variations thereof
- b) assignment (sale)
- c) formation of a Commercialization Entity to which the IP is licensed or assigned in terms of this Policy;
- d) non-profit use or donation;
- e) joint ventures;
- f) royalty free access on humanitarian or other grounds; or
- g) various combinations of the above.

12.5. Regardless of the mode of IP Commercialization, the transaction will be executed in a contract which:

- a) protects the interests of the University, its Staff Members, Students and Visitors;
- b) retains rights for the University to use the IP for educational and research purposes;
- c) assures that the IP will be utilized in a manner which will serve the public good;
- d) assures that the IP will be developed and brought to the marketplace as useful goods and services; and
- e) prohibits the "shelving" or "mothballing"³ of the IP or its use in any illegal or unethical manner.

12.6. The University will endeavour to Commercialize IP in a manner that enhances local, regional, and national economic development.

12.7. The University will endeavour to Commercialize IP in a manner that encourages and fosters entrepreneurship by Staff Members and others and which supports Commercialization entities.

³ Shelving or mothballing of academic IP refers to IP and invention disclosure bundles that remain unexplored, unlicensed or unused.

13.0 Incentives and Distribution of Revenues

- 13.1. The University shall ensure equitable sharing of benefits arising from commercialized IP so as to ensure reward for creativity and provide incentives, monetary and non-monetary, to encourage further research and innovation.
- 13.2. Sharing of revenue shall be determined on Net IP revenue after taxation and other statutory subtractions. The University shall keep 60% of the revenue coming out of the commercialization with 40% to the researcher/research team. This share shall be applicable but not limited to lump-sum payments and, where negotiated as per the IP commercialization plan, to royalty payments, license fees, dividends and incomes arising out of the IP.
- 13.3. "Gross IP Revenue" is defined in Article C as "*all revenue received by the University for Commercialization of Institutional IP before any cost recovery or deductions for IP Expenses*" and includes, but is not limited to, outright sale of IP, option payments received, licence 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.
- 13.4. IPMO or a designated office in DRGT shall maintain accurate and transparent documentation of IP Expenses incurred for a particular IP and shall be entitled to cover all IP Expenses it has incurred. The "Net IP Revenue" is calculated as the Gross IP Revenue less IP Expenses
- a) The University's share of Net IP Revenue is distributed internally as follows:

50% for further Research [the Inventor]; 25% to IPMO; 15% for further IP prosecution and maintenance costs; and 10% to institutional overheads.
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- b) As a means to incentivise the generation of innovations, IP protection shall be factored into the promotion criteria of staff as per the Makerere University Human Resource Manual.

14.0 IP Portfolio Maintenance

- 14.1. IPMO [or an external entity designated by the University] shall maintain records of the University's IP in an appropriate form and in sufficient detail. It 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.
- 14.2. IPMO shall maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

15.0 Traditional Knowledge and Genetic Resources

- 15.1. When Research is conducted at the University using TK and/or GRs, provisions of national legislation must be observed,⁴ which provisions may include prior informed consent, and access and benefit-sharing, and the need to obtain any relevant permits.
- 15.2. The University shall formulate procedures and mechanisms for access to GRs and/or TK in order to comply with national legislation.
- 15.3. The University shall make provision in all Research Contracts concluded for the protection of any IP, which may arise from the use of TK and/or GRs.

16.0 Conflicts of Interest

- 16.1. Staff Members' and Visitors' primary commitment of time and intellectual contributions should be to the education, research, and academic programs of the University.

⁴ For instance, when a member of Makerere University needs to access and use GRs for the purpose of the research or when it is envisaged to share samples of GRs with partners from other countries, the Institution shall abide by the national laws in place.

- 16.2. Staff Members and Visitors have a primary professional obligation to act in the best interests of the University; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.
- 16.3. 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. 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.
- 16.4. Staff Members and Visitors shall promptly report all potential and existing Conflict of Interest (COI) to the appropriate University authority, in compliance with applicable COI policies. The authority will be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned
- 16.5. The University will develop a separate and comprehensive policy on COI, in order to increase the awareness of Staff Members and Visitors about COI; outline requirements for disclosure of COI and establish procedures to identify them, avoid or properly manage such conflicts.

17.0 Dispute

- 17.1. 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 laws and regulations in force.
- 17.2. Dispute Resolution
 - a) Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to IPMO for consideration and mediation by the IP Committee.
 - b) If the matter cannot be resolved by the IPM Committee within 60 days, then the dispute or question of interpretation must be referred to the

Deputy Vice Chancellor (DVC) responsible for Research and Innovations Development for mediation.

- c) The DVC Research and Innovations Development may at his/her sole discretion refer the matter to University's Executive Committee and/or an independent committee for arbitration as final arbiter of any disputed issues or for final determination.

17.3. Individuals covered by this Policy shall have the right to appeal the application of any aspect of this Policy to the IP Committee.

[End



Lorna Magara
CHAIRPERSON OF COUNCIL



Yusuf Kirinda
SECRETARY TO COUNCIL

ANNEX 2: INTELLECTUAL PROPERTY DISCUSSION FORM



DIRECTORATE OF RESEARCH AND GRADUATE TRAINING

Intellectual Property Discussion Form

This form is intended to promote early discussion of intellectual property matters during the graduate student's program. Each graduate student and her/his supervisor are encouraged to complete and sign this form prior to the student beginning his or her thesis research. Students in non-thesis graduate programs should complete the form with the appropriate administrator (e.g. Program Chair, Head of Department, or Dean), if relevant. If a student's research is supported by external/sponsored agreement(s), or if the research may lead to major inventions or commercialization, the student and supervisor(s) should consider signing a formal agreement, in consultation with the Department, School, Directorate of Research and Graduate Training, or Directorate of Legal Affairs.

SECTION A: TO BE COMPLETED BY THE STUDENT [Please type or print]

Name _____ Registration _____

Program _____ Department _____

School _____ College _____

Supervisor(s):

1. _____
2. _____
3. _____

Please read the University's Intellectual Property Management Policy, any applicable University policies related to intellectual property, and discuss with your supervisor(s)/graduate coordinator before answering these questions.

A1	Have you read the Makerere University Intellectual Property Management Policy?	☐ Yes ☐ No
A2	Have you discussed intellectual property issues that may arise in the course of your studies (e.g., authorship in publications) with your supervisor(s)/graduate coordinator?	☐ Yes ☐ No
A3	If you are supported by a scholarship, fellowship, external funding agreement, or your supervisor's research grants, have you discussed with your supervisor/graduate coordinator any potential impact these may have on intellectual property?	☐ Yes ☐ No ☐ Not Applicable

A4	If you are also a research associate/technician or other type of employee of Makerere University, have you discussed with your supervisor any potential impact on intellectual property?	☐ Yes ☐ No ☐ Not Applicable
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If the answer to any of these questions is “No”, please explain:

Student's Signature _____ Date _____

SECTION B: TO BE COMPLETED BY THE STUDENT'S SUPERVISOR/GRADUATE COORDINATOR

B1	Have you reviewed this form after it was completed by this graduate student?	☐ Yes ☐ No
B2	Have you reached an agreement with this graduate student on any anticipated intellectual property issues? <i>[It is recommended that any written agreement be kept on file].</i>	☐ Yes ☐ No ☐ Not Applicable

If the answer to any of these questions is "No", please explain:

Supervisor/Graduate Coordinator Signature _____ Date _____

Return the complete form to the appropriate program, department, or faculty administrator. A copy should also be forwarded to the Directorate of Research and Graduate Training for inclusion in the student's file.

SECTION C: FOR DEPARTMENTAL USE ONLY

On behalf of the Department/School/College, I have reviewed this form.

Head of Department /Supervisor's Signature _____ Date _____