

# **MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY**



## **MBARARA UNIVERSITY INTELLECTUAL PROPERTY POLICY**

**July 2017**

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**1. Forward**

[Forward by Vice Chancellor – to be completed]

## **2. Abbreviations and acronyms**

**IP** Intellectual Property

**IPP** Intellectual Property Policy

<b>IPR</b>	Intellectual Property Rights
<b>MUST</b>	Mbarara University of Science and Technology
<b>MUST-IPMC</b>	Mbarara University of Science and Technology Intellectual Property Management Committee
<b>R &amp; D</b>	Research and Development
<b>TRIPS</b>	Trade Related Aspects of Intellectual Property Rights
<b>WTO</b>	World Trade Organization

### 3. Definition of terms

**Intellectual Property:** *Refers to inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrighted works.*

**Commercialization:** *Refers to any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the University and commercialization via a spin-off enterprise, whether in return for cash or payment in kind or any other form of value*

**Copyright:** *Copyright to the type of IP that exists in original literary, scientific and artistic works fixed in a material form*

**Copyrighted works:** *Refers to original literary, scientific and art works including articles, books, pamphlets, poems, lecture notes, addresses, sermons, and other literary works of similar nature, dramatic works, music, and artistic musical performances, audio-visual performances, sound recording, broadcasts, and other works of similar nature, computer programs, and data bases (both electronic and hard copy), drawings, maps, illustration, architectural plans, sketches, topography, paintings, photography, typography, mosaic, architecture, sculpture, engraving, lithography, and tapestry, design works, derivative works arising from selection and arrangement of content, translations, adaptations, transformation of pre-existing works, collection of pre-existing works into encyclopedia and anthologies.*

**Creator:** *Any person who is covered by this policy and has invented, authored, developed, or created an IP.*

**Industrial design:** *An industrial design is the ornamental or aesthetic aspect of an article.*

**Industrial Property:** *Industrial Property is a type of IP which refers to patents for inventions, trademarks, industrial designs, and geographical indications.*

**Intellectual Property Right (IPR):** *Refers to ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, 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 and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.*

**Invention:** *Refers to a product or process that provides a new way of doing something, or offers a new technical solution to a problem.*

**Inventive contribution:** *An inventive contribution is either a critical conceptual or creative contribution towards the development of an invention*

**Normal duties:** *The normal duties refer to those responsibilities specified in the terms of appointment of MUST staff.*

**Patent:** *A patent is a document that gives an exclusive right granted for an invention.*

**Premature disclosure:** *Premature disclosure is the release of information on an invention to the public before patent application is filled. It includes abstracts, theses, poster presentation, or oral talks.*

**Research Agreement:** *May refer to 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 Intellectual Property created at the University.*

**Researcher:** *means:-*

- (i) Persons employed by the University, including student employees and technical staff;*
- (ii) Students, including graduate and postgraduate students of the University;*
- (iii) Any persons, including visiting scientists who use the University resources and who perform any research task at the University or otherwise participate in any research project administered by the University, including those funded by external sponsors.*

**Spin out Enterprise:** *Means a company established with a view to commercializing IP originating from the university (whether on its own or with other IP).*

**Substantial use of University resources:** *Means the use of University facilities, equipment, personnel, library resources, office space and facilities, administrative staff, and postgraduate students*

**Trademarks:** *A Trademark is a distinctive sign, which identifies certain goods or services as those produced or provided by a specific person or enterprise.*

**University Personnel:** *Refers to the Faculty, staff, and students at the University combined.*

**Visiting Researcher:** *Means individuals having an association with the University without being either employees or students. Visiting Researchers includes academic visitors, individuals with honorary appointments in the University and emeritus staff.*

#### **4. Preamble**

Mbarara University of Science and Technology, hereinafter referred to as “MUST,” is dedicated to teaching, research, and the extension of knowledge to the public. Faculty, staff, and students at the University, hereinafter referred to as “University Personnel,” recognize as two of their major objectives the production of new knowledge and the dissemination of both old and new knowledge. Inherent in these objectives is the need to encourage the production of creative and scholarly works and the development of new and useful materials, devices, processes, and other inventions, some of which may have potential for commercialization. Such activities contribute to the professional development of the individuals involved, enhance the reputation of the MUST, provide additional educational opportunities for participating students, and promote the general welfare of the public at large.

Such creative and scholarly works and inventions that have commercial potential may be protected under the laws of various countries that establish rights called “Intellectual Property,” a term that includes patents, copyrights, trade secrets, trademarks, plant variety protection, and other rights. Such Intellectual Property often comes about because of activities of University Personnel who have been aided wholly or in part through use of facilities of the MUST. It becomes significant, therefore, to insure the utilization of such Intellectual Property for the public good and to expedite its development and marketing. The rights and privileges, as well as the incentive, of the authors, creators, or inventors, hereinafter referred to as the “Originators,” must be preserved so that the use of their abilities and the abilities of others at the University may be further encouraged and stimulated.

In order to establish the respective rights and obligations of MUST, its faculty, students, and other employees in Intellectual Property of all kinds now and hereafter existing and of all countries, regions or other political entities, MUST has established the following Intellectual Property Policy.

MUST shall require as a condition of employment that all University faculty and staff agree in writing to recognize and adhere to this policy. Students and others working on research projects at MUST requiring University assistance or utilization of University facilities will be required to agree in writing to recognize and adhere to this policy except if exempted by the University Chancellor under authority within this Policy.



## 5. Why IPP is important for MUST

Uganda is a member of the World Trade Organization (WTO). It is therefore bound to implement the WTO Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement), which aims to provide a minimum level of IP protection in all WTO members states. Mbarara University of Science and Technology being a university of Science and Technology fully involved in teaching and research activities is obliged to protect her IP interests, hence this IPP.

Secondly, due to the weak link between universities, research and development institutions in Uganda and industry, the income flow from intellectual property with potential for commercial exploitation is minimal. Therefore, the IPP will provide mechanisms for strengthening this link, hence bringing income to the university.

Furthermore, there is inadequate government funding for research and development in universities in Uganda; thereby making it difficult for universities to fully achieve their research obligations. Therefore, the IPP will provide a framework for access to additional source of funding.

## 6. Purpose / aim of the policy

**Aware** that Mbarara University of Science and Technology (MUST) under section 24 (2a) of the Universities and other Tertiary Institutions Act of 2001 is obliged to provide higher education, promote research, and advance learning;

**Pursuant** to the Act, the University Council is empowered to mobilize financial resources to support research and other core activities of MUST;

**Mindful** that during the course of executing their core responsibilities, especially through research and other intellectual activities, the staff and students of MUST can create new knowledge or Intellectual property;

**Conscious** that the intellectual property arising from the intellectual activities of the staff and students of MUST will involve several stakeholders, a guiding mechanism for the management of the intellectual property is very imperative;

**Cognizant** of the MUST Vision, Mission and core values the Policy has been developed in a framework with these in mind and guiding the University.

**Therefore** this Policy was established to guide the management and administration of Intellectual Property created by staff and students of MUST.

## **7. Guiding Instruments**

The principles in this policy involve interpretation authority, exceptions or waivers, policy implementation, applicability, amendments, effective date, policy scope, and policy objectives.

## **8. Policy objectives**

The objectives of the IP Policy are:

- (i) Provision of enabling environment that promotes and expedites the dissemination of discoveries, inventions, and new knowledge created by MUST staff and students for the greater public benefit.
- (ii) Avail guidelines for protection of traditional rights of scholars for better management of the products of their intellectual activities.
- (iii) Ensuring fair and equitable distribution of royalties accruing from the commercial proceeds from the IP.
- (iv) Ensuring compliance with the applicable legislations and regulations relevant to IP management.
- (v) Creation of awareness on IP related matters.

## **9. Interpretation Authority**

The authority to:

- (i) Make decisions on behalf of MUST under this Policy shall rest with the Vice Chancellor.
- (ii) Interpret the Policy shall rest with the Vice Chancellor.

## **10. Guiding Principles**

Support and promote innovative ideas that can be transformed into useful products for the public good.

The policy recognizes the importance of a well streamlined procedure where all the research activities and innovations are documented. The policy, therefore, stipulates that the University shall:

#### 3.1.1 Develop an inventory/database of all research activities and innovations

(i) University employees engaged in approved research at the University shall maintain a notebook of their findings which shall contain the information set out in the format approved by the University Research Council, and submit a copy thereof to the Intellectual Property unit through their Supervisor/Head of Department.

(ii) Researchers shall be required to complete the Intellectual Asset Identification Form approved by the University Research Council and submit a copy thereof to the Intellectual Property unit through their Supervisor/Head of Department.

(iii) Research Reports including theses or dissertations approved for the award of University Degrees or Diplomas shall constitute intellectual assets and shall be deposited with the Mbarara University Library and the National Library upon protection under the relevant law shall be transformed into Intellectual property.

### **11. Exceptions or waivers to this Policy**

- (i) Mbarara University of Science and Technology shall reserve the right to grant exceptions to any provisions of this Policy.
- (ii) Any exceptions to this Policy shall be considered on case-to-case basis.
- (iii) All exceptions to this Policy shall be authorized by the Vice Chancellor.
- (iv) Any exceptions granted shall be communicated in writing and duly endorsed by the Vice Chancellor.

### **12. Scope of the Policy**

1.1 This Policy shall apply to all the staff and students of MUST, any person(s) associated with MUST, any person(s) who make(s) significant use of resources of MUST in the process of creating the IP.

1.2 The present Policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with the University before the effective date of the Policy, or the University previously entered into an agreement with a third party concerning rights and obligations set out in this Policy.

### **13. Legal Issues Regarding Researchers**

- (i) The person exercising the authority of employment on behalf of the University shall ensure that the employment contract or other agreement establishing any type of employment relationship between the University and the Researcher includes a provision placing the Researcher under the scope of the Policy.
- (ii) A person authorized to enter into an agreement on behalf of the University shall ensure that Researchers not employed by MUST, including Visiting Researchers shall sign an agreement to be bound by this Policy and an assignment agreement in respect of ownership of IP created by them in the course of their activities that arise from their association with MUST before commencing any research activity at the University.
- (iii) Special arrangements may be needed for research activities pursued by a Researcher employed by MUST, but working in another institution as academic visitor. In such cases the Researcher may be required by a third party to sign any document which might affect the University's IP Rights. In order to avoid any subsequent disputes, the Researcher is not permitted to sign any such documents without the written approval of the Vice Chancellor. The approval shall not be denied if no University IP Rights are being affected.
- (iv) Rights and obligations under this Policy shall survive any termination of enrollment or employment at Mbarara University of Science and Technology.

### **14. Research Collaboration with Third Parties**

- (i) It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a Research Agreement.
- (ii) Researchers shall not have the right to enter into a Research Agreement with third parties on behalf of the University unless they are authorized to do so by the Vice Chancellor.
- (iii) Persons acting for, and on behalf of, the University shall exercise all due diligence when negotiating agreements and signing contracts that may affect the University's IP Rights.

- (iv) Depending on the relative intellectual and financial contributions of MUST and the third party to the conception of the Intellectual Property, it may be appropriate for either cooperating party to obtain certain IP Rights and/or share in the revenue generated from its commercialization.
  
- (v) In the absence of such an agreement defined in Paragraph 9.1 it is the policy of the University that IP Rights shall be distributed among the cooperating parties in the proportion that reflects the proportions of contributing to the creation of the Intellectual Property.

## **15. Ownership of the IP**

- (i) MUST shall own the Intellectual Property Rights (IPRights) created, made or otherwise devised by a MUST employee in the course of their normal duties.
  
- (ii) Where an employee of the University creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of the University resources he or she will be deemed to have agreed to transfer the IPRs in such Intellectual Property to the MUST as consideration for the use of University resources.
  
- (iii) MUST shall own all the IPRs to all inventions, original literary and artistic works, trade secrets and trademarks arising from research funded by the University.
  
- (iv) In case the research activity is externally funded, the ownership of the IPR arising from the research shall be managed in accordance to the terms of the contract agreement governing the external funds.
  
- (v) In the absence of a contract agreement as provided for in paragraph 9.1, this Policy shall prevail. The ownership of intellectual Property arising from collaborative projects shall be managed in accordance with the terms of the Memorandum of Understanding (MoU) governing the collaboration, otherwise, this Policy shall prevail.
  
- (vi) Visiting Researchers are required to transfer to the University any Intellectual Property they create in the course of their activities arising from their association with the

University. Such individuals will be treated as if they were University employees for the purposes of this Policy.

- (vii) Students who are not employed by the University shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies provided that:
  - a) Where a student creates Intellectual Property with the significant use of the University resources in connection with his or her research activity, he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the University as consideration for the use of University Resources.
  - b) The University shall claim ownership of all Intellectual Property created in the course of postgraduate (doctorate) students' research activity.

## **16. Copyright Ownership**

- (i) All rights in Copyrighted Works are owned by their authors regardless of the use of University Resources. Copyrighted Works specifically commissioned by the University or developed in the performance of a sponsored research or other third party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.
- (ii) MUST shall own all the IP Rights for instructional materials created by her staff and students during the execution of their normal duties.
- (iii) Such instructional materials shall be created primarily for teaching at MUST; however, if the instructional materials are created for external use, the provisions of royalty distribution in this Policy shall apply.
- (iv) Instructional materials developed without substantial use of MUST resources shall be owned by the author, provided the author does not use the name of MUST without express written permission from MUST.

(v) All MUST-owned copyright distributed to off-campus recipients shall bear a copyright notice clearly printed on the reverse side of the title page or on the graphic user interface of computer software or otherwise conspicuously placed.

(vi) The standard format of the copyright notice shall be as shown below.

**© Copyright (year)**

**Mbarara University of Science and Technology**

**All rights reserved**

(vii) MUST shall own the IP Rights to all copyrightable materials commissioned by the University for hire.

(viii) The author of any works protected by this Policy shall have a moral right to claim authorship of the work, cite author's name each time the work is used, and to seek relief in case of distortions, mutilation, or modification of the work. The author of the work shall have the moral right to withdraw the work from public domain if the work no longer reflects the intellectual concepts of the author.

(ix) Moral rights shall not be assigned to any party.

(x) If the work is created by more than one author and the contribution of each co-author is indistinguishable, all the co-authors shall have equal economic and morals rights over the works.

(xi) The economic right of an author over works is protected during the remaining life of the author and fifty years after the death of the author.

(xii) If the work is of joint authorship, the economic right is protected during the remaining life time of the last surviving author and fifty years after the death of the last surviving author.

(xiii) If the economic right is owned by MUST, it shall be protected for fifty years from the date of first publication.

- (xiv) In the case of works such as audio-visual, sound recording, photographs, and broadcasts, the economic rights of the author shall be protected for fifty years after consenting to release the work to the public.
- (xv) The moral rights of an author shall exist in perpetuity irrespective of whether the economic rights are valid or not.

## **17. Inventions under this policy**

- (i) An invention shall be defined as a solution to a problem related to a product or a process.
- (ii) An invention to be patentable should be new and non-obvious (it involves an inventive step), and shall be industrially applicable.
- (iii) The novelty in an invention shall imply that the invention shall bear characteristic(s) which is/are not known to exist in the body of knowledge (prior art) in that specific discipline.
- (iv) An invention shall have an inventive step, which shall not be obviously deduced by a person with average knowledge in the specific discipline of the invention.
- (v) An invention shall bear industrial application if it can be made or used in any kind of industry.
- (vi) The subject matter of the invention shall be accepted as patentable under the law. Inventions cannot be protected by under this Policy include scientific theories, mathematical methods, plant or animal varieties, discoveries of natural substances, commercial methods, methods for medical treatment, and diagnostic methods.

## **18. Disclosure**

- (i) All staff and students of MUST are obliged at the acceptance of their appointment to identify and disclose to the MUST-IP Office research results with potential commercialization value and which may enhance the reputation of the University through bringing them to public use and benefit.



- (ii) The research results mentioned in paragraph 12(i) shall be those created during the course of staff carrying their normal duties at MUST.
- (iii) If the invention is created through more than incidental use of MUST's resources, it shall be disclosed to MUST.
- (iv) The quantification of "more than incidental" use of MUST resources shall be determined by the MUST-IP Office.
- (v) Non-compliance to the provision in paragraph 12(i) shall lead to forfeiture of the entire IP to MUST.
- (vi) Successful protection and commercialization of intellectual property depends on prompt and efficient administration of the intellectual property. Creators shall therefore, fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, in particular the percentage of their contribution to the creation of the Intellectual Property and the circumstances under which it was created.
- (vii) Disclosures may not be made for articles for publication in Journals, literature materials for use within MUST with no commercially exploitable potential.
- (viii) Premature disclosure may disqualify an invention for patentability. However, an invention may be safely disclosed outside MUST during the evaluation period, only if the disclosure is protected by a confidential disclosure agreement.
- (ix) A disclosure shall be made in writing on an Intellectual Property Disclosure Form(IPDF) to the MUST-IP Office
- (x) A duly completed IPDF is a document that contains information about the creator(s), the process or product invented, description of the invention, sponsorship, dates of design, prototyping, and projected publication.
- (xi) The description of the invention provided for in paragraph 12(x) shall be complete, detailed, and accurate. It shall be written in ink, paginated, accurately collated and well-bound.

- (xii) The description of the invention shall include what the invention is, what it does, and why it appears significant. Sketches or diagrams may be included to further illustrate the invention.
- (xiii) Where the creator is in any doubt whether an Intellectual Property falls within that that is potentially commercially exploitable, the Creator should submit the IPDF to the MUST- IP Office for consideration prior to making public disclosure of the Intellectual Property.
- (xiv) The MUST-IP Office shall be responsible for the protection and commercialization of the University's Intellectual Property. The creator(s) however, shall be consulted in each phase of the procedure and disclosures shall be reported by MUST-IP Office to the MUST IPC within 48 hours of receipt from the creator. The MUST IPC shall report the disclosures to the Vice Chancellor.
- (xv) In case of incomplete disclosure, the form may be sent back to the Creator(s) requesting for additional information otherwise following full disclosure of all relevant information the MUST-IP Office shall record the Intellectual Property in its register.
- (xvi) The MUST-IP Office shall invite the creator within five (5) working days to discuss the invention. The Creator(s) shall cooperate with the MUST- IP Office, the patent attorney or any other professional experts involved by the University. Creator(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by providing information, attending meetings and advising on further development.
- (xvii) The MUST-IP Office shall, within reasonable time, commence the process for acquiring legal protection, if needed, and it shall proceed with all due diligence to obtain protection. Creator(s) shall avoid any public disclosure of research results prior to filing applications for protection.
- (xviii) The University may decide not to apply for registered industrial property protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential know-how. In such cases, Creator(s) shall be requested in writing to refrain from any public disclosure of the Intellectual Property. When choosing this option, however, the University shall take the Researchers' freedom to publish as well as public interest into account.

- (xix) Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis MUST-IP Office, giving due consideration to all circumstances.
- (xx) Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the University.
- (xxi) If the University cannot, or decides not to, exploit any Intellectual Property to which it lays claim, it shall forthwith notify the creator(s). The notification shall be made at least one month prior to any act or any intentional omission liable to prevent the obtainment of protection. In such cases the creator(s) shall have the option to acquire related IP Rights; however, the University may claim a share from the income of any subsequent exploitation of the Intellectual Property to the extent equaling the verified expenditures of the University incurred in connection with the protection and commercialization of such IP. The University may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license. The University may also claim for a percentage of any net income generated by the Creator(s) from the commercialization of the Intellectual Property. The University shall not unreasonably withhold or delay an assignment of the IP Rights to the Creator(s); however, it reserves the right to delay exploitation where it is in its interests to do so.

## **19. Confidentiality**

Certain contractual obligations and governmental regulations require that information be maintained in confidence. Additionally, some works, such as certain computer software, may best be protected and licensed as trade secrets, and inventions must be maintained in confidence for limited periods to avoid the loss of patent rights. Accordingly, the timing of publications is important, and University Personnel shall use their best efforts to keep the following items confidential:

1. All information or material designated confidential in a contract, grant, or the like;
2. All information or material designated or required to be maintained as confidential under any applicable governmental statutes or regulations; and
3. All information relating to Intellectual Property developed by University Personnel which may be protected under this Policy until application has been made for protection.

## **20. Distribution of Revenue**

- (i) The University provides an incentive to creator(s) by distributing revenue generated from the commercialization of the Intellectual Property.

- (ii) The expression ‘net income’ shall mean all license fees, royalties and any other monies received by the University arising from the commercialization of Intellectual Property less all the expenses incurred in connection with the protection and commercialization of the Intellectual Property at the University.

**21. Revenue Distribution Criteria**

- (i) The distribution of net income generated from the commercialization of the IP is protected shall be in accordance with the schedule shown in Table 4.1.

**Table showing revenue distribution**

<b>Stakeholders</b>	<b>External Sponsor (%)</b>	<b>MUST Sponsored (%)</b>	<b>Normal Duty (%)</b>
Creator	40	30	50
MUST Research Fund	10	50	20
Department	5	10	15
MUST-IPC	5	10	15
External Sponsor/Collaborator	40	-	-

- (ii) The creator’s share shall be distributed in a proportion which reflects the respective contributions among joint creators of the IP.
- (iii) The provision in paragraph 15(ii) shall not hold if there exists a written agreement (duly signed by all creators) pertaining to revenue distributions amongst all the creators.
- (iv) Such agreement shall be valid if it is filed with MUST-IPC prior to the distribution of the net income.
- (v) In any case the co-creators fail to agree on revenue sharing criteria despite the provisions in (4.1.4), MUST shall arbitrate and make the final decision after consultations with all the co-creators.

- (vi) If multiple creators belong to different departments, the departments shall distribute their share in proportion to the percentage amount of the net income received by their staff member(s).
- (vii) This Policy does not provide income tax exemptions for the various stakeholders benefiting from revenue distribution provided for in this Policy.
- (viii) In certain cases MUST reserves its right to negotiate special terms concerning revenue distribution, in particular when income is generated through sale of shares or payment of the dividend of shares in cases where shares have been allocated to the University in an entity to which the Intellectual Property is licensed or assigned but which is not a spin-off enterprise.
- (ix) All cases in which questions arise as to equities, rights, division of royalties, or any other Intellectual Property-related matter shall be referred to the Intellectual Property Committee for consideration, interpretation of policy, and decision. Appeal of an Intellectual Property Committee decision shall be to the Top Management through the Director Directorate of Research and Graduate Studies, then to the University Senate, and finally to the University Council. Appeals within the University must be made in writing within sixty (60) days of written notice of a final decision. Appeals to the University Council shall be filed within twenty (20) days of the final decision of the University Senate.

**22. Mbarara University of Science and Technology Intellectual Property Management Committee (MUST-IPMC)**

- (i) There shall be established an Intellectual Property Management Committee of Mbarara University of Science and Technology.
- (ii) An Intellectual Property Management Committee shall (IPMC) be established and shall compose of members appointed by the Vice Chancellor.
- (iii) The MUST-IPMC members shall be drawn from;
  - (a) Each Faculty/Institute,
  - (b) The University Lawyer
  - (c) One person external to the university, preferably a lawyer,
  - (d) One person from the Grants Office, and the Academic Registrar.

- (iv) A member shall be replaced by the Vice Chancellor for reasons of expiry of the term of service, resignation, retirement, death, or for any other reason that prevents the member from rendering her/his service.
- (v) The MUST-IPMC members shall be appointed for a maximum of two terms and each term shall last for three years, however the University Lawyer will not be restricted to the membership limitation but will always be a member.

**23. Secretariat to the Intellectual Property Management Committee**

- (i) There shall be a MUST IP office, which shall be run by the IP Officer, IP Assistant, accountant and any personnel as may be deemed necessary according to the situation prevailing at the time. It will be incumbent to the Vice Chancellor to ensure that the MUST IP office is established and operationalized.
- (ii) The officers in the MUST-IP Office shall form the Secretariat to the IPMC.

**24. Functions of the MUST-IP Office**

- (i) Management of all aspects of ownership, protection, and administration of IP related matters.
- (ii) Maintain records of the University's Intellectual Property including monitoring the deadlines for the payment obligations related to the maintenance of protected Intellectual Property.
- (iii) Distribution of royalties and maintain accounting records on each intellectual Property.
- (iv) Recommend review of relevant guidelines, regulations, and the IP Policy document.

**25. Administration and Implementation of this Policy**

- (i) The routine administration and implementation of this Policy shall be done by MUST IP office. However, the Intellectual Property Committee which shall be responsible for the overall management of the Intellectual Property related matters at MUST.

- (ii) Breach of the provisions of this Policy shall be dealt with under the normal procedures of the University disciplinary actions in the MUST Human Resource Manual 2010 and in accordance with the relevant provisions of law.

## **26. Amendments**

- (i) Any article, subsection, or statement(s) in this Policy may be amended at any time by the University Senate.
- (ii) Such amendment(s) shall be approved by the University Council.
- (iii) Amendments to this Policy shall come to force immediately after approval by the University Council.
- (iv) Amendments shall be drafted by the Intellectual Property Office and discussed by the IPC before submission to University Senate.
- (v) The draft shall then be submitted to University Senate for approval.

## **27. Legal Consideration.**

The Intellectual Property Policy of Mbarara University is not only emanating from the MUST Human Resource manual as earlier stated but is also based on the Laws governing Intellectual Property Rights in Uganda as listed below and any section of this policy that is not clear the governing Law below take precedence over the Policy in resolving them.

### **A. Statutes**

- Copyright Act Cap 215 (Laws of Uganda, 2000 Edn)
- Patents Act Cap 216 (Laws of Uganda, 2000 Edn)
- Trademarks Act Cap 217 (Law of Uganda 2000 Edn)
- United Kingdom Designs (Protection) Act, Cap 218 (Laws of Uganda 2000 Edn)

### **B. Treaties**

- Harare Protocol on Patents & Industrial Design, 1982 WTO,
- Trade Related Aspects of Intellectual Property Rights (TRIPS), 1994.

## **28. Notification**

The Academic Registrar's office shall inform all persons subject to this Policy of its terms as soon as efficiently possible after its adoption and at regular intervals thereafter.

**29. Effective date**

This Policy shall come to force after approval by the University Council.