

UGANDA MARTYRS UNIVERSITY



Intellectual Property Policy

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Table of Contents

DEFINITIONS	3
ACRONYMS.....	8
1.0 PREFACE	9
2.0 SCOPE OF THE POLICY	10
3.0 POLICY STATEMENT.....	11
4.0 GOVERNANCE AND OPERATION	11
5.0 OWNERSHIP OF IP AND RIGHTS OF USE	13
6.0 PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS	18
7.0 RESEARCH CONTRACTS	18
8.0 DETERMINATIONS BY THE IPTTO.....	21
9.0 COMMERCIALIZATION OF IP	23
10.0 INCENTIVES AND DISTRIBUTION OF REVENUES.....	25
11.0 IP PORTFOLIO MAINTENANCE	30
12.0 TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES	30
13.0 CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT	31
14.0 DISPUTE	31
15.0 AMENDMENT	32
16.0 LEGAL FRAMEWORK AND OTHER COMPLIMENTARY POLICIES	32
17.0 RESPONSIBLE OFFICERS	33
18.0 AUTHORIZATIONS.....	33

DEFINITIONS

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

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 the Republic 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 or start-up.

Conflict of Commitment (COC). Any situation in which an individual Staff Member's or Visitor's primary professional loyalty is not to the University because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contract of Appointment, respectively.

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 the Republic 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 Commercialization would not have been possible.

Genetic Resources (GRs). “Genetic material of actual or potential value.”¹ Genetic material is defined as “any material of plant, animal, microbial or other origin containing functional units of heredity”. Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific Research. Examples include medicinal plants, agricultural crops and animal breeds.

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.

University. Means the Uganda Martyrs University (UMU)

University 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 notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of University resources or facilities;

¹ As defined under Article 2 of the Convention on Biological Diversity (CBD) to which Uganda is a contracting party.

- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patentable and non-patentable technical information ;
- g) designs including layout designs (topographies) of integrated circuits;
- h) plant varieties and related information;
- i) trade secrets;
- j) know-how, information and data associated with the above; and
- k) any other University-commissioned designs and works not included above.

Intellectual Property Rights (IPRs). The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trade mark, registered design or plant breeders' right, respectively.

Invention. As defined by the Industrial Property Act 2014 of the Republic of Uganda.

Inventor. Any person to whom this Policy is applicable, who individually or jointly with others makes an Invention and who meets the criteria for inventorship under the Industrial Property Act 2014 of the Republic of Uganda.

IP Disclosure Form. The form provided in Annex 1 to be completed by Creators and submitted to IPTTO to document their creation.

IP Expenses. All expenses incurred by the University in the management and Commercialization of IP for which Gross IP Revenue has been received.

UMU Intellectual Property Committee. The body within the University, set up in terms of Article 4.1, which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the IPTTO.

IP and Technology Transfer Office (IPTTO). The administrative unit established in terms of Article 4.2, responsible for day-to-day management of all IP-related activities of the University.

Net IP Revenue. Gross IP Revenue minus IP Expenses.

Open Educational Resources (OER). Teaching, learning and Research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.

Plant Variety. As defined under the Plant Variety Protection Act, 2014 of the Republic of Uganda

Policy. The Uganda Martyrs University Intellectual Property Policy.

Public Disclosure. The communication of information, relating to IP, 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. The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

Research.² 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 University. This shall include, but is not limited to, all sponsorships, donorships 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 any other project related to research at the university.

Scholarly Works. All copyright works which are the outputs of academic Staff Members, Students or Visitors, including Research, creative and other outputs in

² Definition from the [Frascati Manual](#).

area(s) of his/her expertise. It does not include Course Materials and computer software and databases.

Senior Responsible Officer. The person at the University who has the ultimate decision-making authority regarding IP.

Staff Member. Any person who is under a contract of employment with the 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 approved course at the University.

Substantial Use. Extensive [unreimbursed] use of the University's resources which include but are not limited to facilities, equipment, human resources or funds and Background IP that is not publicly available. Not included is routine use of libraries and/or office space.

Trade Secret. As defined by the Trade Secrets Act, 2009 of the Republic of Uganda

Traditional Knowledge (TK). A living body of knowledge resulting from intellectual activity in a traditional context, which includes know-how, 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.

ACRONYMS

COI	Conflict of Interest
COC	Conflict of Commitment
GRs	Genetic Resources
IP	Intellectual Property
IPRs	Intellectual Property Rights
IPTTO	Intellectual Property Technological Transfer Office
TK	Traditional Knowledge
TTO	Technology Transfer Office
OERs	Open Educational Resources
UMU	Uganda Martyrs University
UIPC	UMU Intellectual Property Committee
WIPO	World Intellectual Property Organization

1.0 PREFACE

1.1 Introduction

The core mission of the Uganda Martyrs University (hereinafter referred to as the University”) is to provide quality higher education, training and research, for the betterment of society guided by ethical values. This policy gives guidelines on how to manage Intellectual property of UMU.

1.1. Purpose of the IP Policy

- 1.1.1. **Promotion of IP utilization.** The intent of the IP Policy is to facilitate the widespread use of, through various modalities of access to, the University’s IP.
- 1.1.2. **IP management.** The IP Policy seeks to set the framework for the translation of the IP arising from the University’s Research into products, services and processes. It encourages Staff Members, Students and Visitors to become Creators and to identify IP with potential commercial value. It also establishes clear rules and procedures for the management and Commercialization of such IP generated at the University.
- 1.1.3. **Balance of interests.** The IP Policy seeks to ensure the legal protection, where applicable; effective management and Commercialization of University IP; while at the same time not impeding with the traditions of education and scholarship, academic freedom, open and timely publications, University sovereignty, and the University’s mission serving the public interest.
- 1.1.4. **Intellectual Property Rights.** Safeguard the rights of researchers and creators to their scholarly works

1.2. Overall Principles

The University operates under the following overall principles:

- 1.2.1. **Responsible Commercialization.** Where IP arises that has commercial potential as a result of Research, the University intends to make such IP available in a form that shall most effectively promote its development and use for economic and social benefit.
- 1.2.2. **Incentives.** The University wishes to recognize and reward Staff Members, Students and Visitors whose IP generates a demonstrable socio- and/or economic impact.

- 1.2.3. **Local development.** The University encourages Research that responds to the local, regional and national needs. In its efforts to Commercialize University IP, the University shall seek to optimize the economic and societal benefits for industry from Uganda and to address the various national and regional priority needs as set out in the National and Regional Development Agendas.

2.0 SCOPE OF THE POLICY

- 2.1. **IP.** This Policy applies to all IP generated at the University, in particular by Staff Members, Students and Visitors.
- 2.2. **Background IP.** Upon commencing employment, enrolment or an Appointment, Staff Members, Students and Visitors must declare any existing IP they wish to exclude from the application of this Policy due to creation prior to their employment³, enrolment or Appointment at the University.
- 2.3. **Applicability.** This Policy applies to all Staff Members, Students and Visitors who participate in a Research Project or produce Scholarly Works. Rights and obligations under this Policy shall survive any termination of employment, enrolment or Appointment at the University.
- 2.4. **Binding effect of the Policy.** This Policy constitutes an understanding that is binding on the University, Staff Members, Students and Visitors on the following grounds:
- 2.4.1. **Staff Members.** The University shall ensure that the employment contract or other agreement establishing any type of employment relationship between the University and Staff Members includes a provision placing Staff Members under the scope of this Policy.
- 2.4.2. **Students participating in a Research Project.** The University shall ensure that Students participating in a Research Project⁴ sign an agreement before commencing the project, to the effect that they

³ This shall require an amendment to the HR policy to cover the staff members, students and visitors before enrolment and employment.

⁴ This clause shall work alongside the research policy which requires the researcher to fill a form with the necessary details prior to the research.

have read and shall comply with the provisions of this Policy, according to Article 5.2.5.

2.4.3. **Visitors.** The University shall ensure that Visitors sign an Appointment agreement before commencing any activity at the University. Such agreement shall place the Visitor under the scope of this Policy and shall make reference to this Policy, a copy of which shall be made available to the Visitor.

2.4.4. **Informed consent.** This Policy shall be included on the University's website. In addition, a reference to this Policy shall be made in [the terms and conditions of enrolment of Students], academic catalogues or their equivalent. Said reference shall be in sufficient detail to enable the full text of the Policy to be easily accessed.

2.4.5. **University Brands.** University owned brands including logos, mascots, designs, acronyms (like UMU) and any other works designed for brand marketing for the university.

3.0 POLICY STATEMENT

3.1 The University is committed to ensuring that Intellectual Property (IP) emanating from its research activities is used in support of the objectives set out in its Charter, Statutes and Strategic Plan, and in accordance with its legal obligations, for the benefit of the University, the Creators and, most importantly, society-at-large.

4.0 GOVERNANCE AND OPERATION

4.1. UMU Intellectual Property Committee

4.1.1 **Purpose.** The University shall establish a committee named the UMU Intellectual Property Committee (UIPC) to oversee the implementation and evolution of this Policy and provide strategic guidance to the IPTTO (according to Article 4.2 below).

4.1.2. **Composition.** The UIP Committee shall be constituted to ensure balanced representation of expertise and interests in intellectual property

management, protection, and commercialization within the university. The committee shall consist of the following members:

i. **Chairperson**

- A senior university official, such as the Deputy Vice-Chancellor for Research, Innovation, or Academic Affairs, appointed by the Vice-Chancellor to provide leadership and ensure alignment with University strategic goals.

ii. **Committee Members**

- A representative from the university's Legal Office.
- A representative from the Research Office.
- A faculty member with practical experience in intellectual property protection and commercialization.
- The Committee may co-opt members in case of need.

iii. **External Members⁵**

- An intellectual property attorney or consultant with specialized expertise in IP law, strategy and experience in IP management, technology transfer and industry collaboration.

iv. **Ex-officio Members**

- The Head of the IPTTO
- A representative from the University Programs' office

4.1.4. **Term of Office.** Members of the Committee shall serve a term of a period of three years renewable for an extra term. Appointments to the UIP Committee shall be made by the Vice-Chancellor or their designate.

4.1.3. **Responsibilities.** The UIP Committee is the ultimate decision-making body in the determination of an IP management and Commercialization strategy for a particular IP.

4.1.4. **Meetings.** The UIP Committee shall establish regular meetings and also be available for *ad hoc* meetings.

4.2. **The IP and Technology Transfer Office (IPTTO)**

⁵ These shall be co-opted whenever the meetings require consideration of a specific IP for registration and potential commercialization.

- 4.2.1. **Purpose.** The University shall establish an IP and Technology Transfer Office (IPTTO) or designate a function within the University or another organisation to act as such, to assist the University in managing and commercializing its IP in a form that shall most effectively promote its development and use for economic and social benefit.
- 4.2.2. **Responsibilities.** The responsibilities of the IPTTO shall include, but are not limited to:
- a. Outreach/awareness to creators;
 - b. Relationship management with creators;
 - c. IP management;
 - d. Technology marketing and IP contract negotiation;
 - e. IP contract management; and
 - f. IP costs and revenue distribution.

5.0 OWNERSHIP OF IP AND RIGHTS OF USE

5.1. IP created by staff members

- 5.1.1. **University ownership.** The University owns all IP created by a staff member:
- a. in the course and scope of his/her employment; or
 - b. making substantial use of the University's resources.
- 5.1.2. **Staff Member ownership.** Staff members shall own/co-own the IP they have created when such IP:
- a. is outside the course and scope of their employment and without substantial use⁶ of the University's resources;
 - b. vests in scholarly works (see Article 5.5);
 - c. or for which the University cannot or does not wish to claim ownership and the University has communicated such in writing.
- 5.1.3. **IP emanating from Research Contracts.** 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 shall regulate

⁶ Use shall be deemed not Substantial if minimal overhead costs have been incurred by the University (such as the use of office space, the library, facilities or traditional desktop computers); only a minimal amount of time has been spent using significant University facilities; or the IP has been written or developed in the personal (unpaid) time of the Creator.

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 Article 7.

5.1.4. **Appointment of Staff Members at another University.**⁷ It is the responsibility of each staff member that holds an honorary or other academic or research appointment at another University (Host University) to bring to the attention of the Host University, including its IPTTO, his/her obligations in terms of this Policy, prior to the tenure at the Host University. To the extent that the Host University'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 University negotiates a suitable IP arrangement with the University.

5.2. IP created by students

5.2.1. **Student ownership.** IP created by a student in the course of study at the University (including theses, dissertations and other scholarly works) shall be owned by the student. This is in contrast to IP created by a student in a research project, as per Article 5.2.3 below.

5.2.2. **Theses or dissertations.** The student must submit his/her final thesis or dissertation to the University repository.

5.2.3 **University ownership.** 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 Research Projects.

5.2.4. **IP emanating from Research Contracts.**⁸ 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 Article 8.

5.2.5. **University ownership responsibilities.**⁹ If the University is the owner of IP created by a student, in terms of Article 5.2.3 or Article 5.2.4, and hence

⁷ This means that such Staff Members are a visitor at another University.

⁸ That is, if the Student is participating in a Research Project under a Research Contract between the University and an external entity or research sponsor.

created in terms of a research project or research contract, respectively, the University shall:

- a. provide the student with a written explanation of the reasons for the assignment of IP rights to the University;
- b. advise the student to seek independent advice regarding the assignment;
- c. 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 10; and
- d. withdraw the Student from the Research Project or Research Contract if a student elects not to assign the relevant IPRs to the University.

5.2.6. **Bursaries/scholarships.** An external party that grants a bursary or scholarship to a student may elect to own the IP created by that student in the course of his/her study at the University provided the student and the University have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable national law.

5.2.7. **Student Owned IP.** IPTTO may, upon agreement, provide Commercialization services to Students for their IP. In this event, Students may be required to assign¹⁰ their IP to the University and shall be afforded the same rights and obligations as Staff Members under this Policy.

5.3. IP Created by Visitors

5.3.1. **University ownership.** 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.

5.3.2. **University IP.** On departure¹¹ from the University, a Visitor must sign and submit to IPTTO an IP Disclosure form disclosing any IP created, as per Article 5.3.1, whilst at the University.

⁹ See also Article 3.4.2 of this Policy.

¹⁰ A form shall be filled to this effect in line with the research policy.

¹¹ HR shall amend its departure form to include IP disclosure form as part of requirements before exist.

5.4. Special Rules for Course Materials

- 5.4.1. **University 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 Article 5.7.1.
- 5.4.2. **Licensed by the University.** 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. With the express prior written permission of the University, such licence may be utilised for commercial purposes outside the University.
- 5.4.3. **Declaration of Use.** University staff should declare to the University whenever course materials developed within the university are used elsewhere.

5.5. Special Rules for Scholarly Works

- 5.5.1. **Publication.** 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 IPTTO after having an opportunity to protect such University IP according to Article 8.
- 5.5.2. **University repository.** The University, Staff Members, Students and Visitors should endeavour to obtain publishers' permission to include published Scholarly Works in the University repository whether as a published edition or in pre-publication form.
- 5.5.3. **Licensed to the University.** Staff Members, Students¹² 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.

5.6. Moral Rights

¹² This obligation can be enforced against Students through a provision in the Student registration form in terms of which the licence is granted to the University.

- 5.6.1. **Recognition.** The University undertakes to respect and protect the moral rights which the Copyright and Neighbouring Rights Act, 2006 of the Republic of Uganda confers on Authors of copyright works.
- 5.6.2. **Rights granted.** 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.
- 5.6.3. **No waiver.** The University shall not require Staff Members, Students or Visitors to waive their moral rights as a condition of employment, enrolment, Appointment or funding.

5.7. Public Domain

- 5.7.1. **Public Domain.** 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 OERs or resources licensed through Open Source or Creative Commons Licences and the licensing conditions require release of derivatives into the Public Domain.
- 5.7.2. **Release into the public domain.** The University shall 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.

6.0 PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

- 6.1. **Right of publication.** The University encourages and supports the right of Creators to decide if and when to publish their Research results, in accordance with Article 5.5 above and the research policy¹³.
- 6.2. **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 rights¹⁴. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to Article 8, and shall consult IPTTO before making any Public Disclosure of potential University IP or exercising their academic freedom rights].
- 6.3. **Trade Secrets.** The University may designate certain confidential information as a Trade Secret, owned by the University. In that event, all Creators shall be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by IPTTO.

7.0 RESEARCH CONTRACTS

- 7.1. **Authority.** 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 in writing by the responsible office of the University.
- 7.2. **Research Contract Policy.** All Research Contracts must be executed and performed in compliance with the University's relevant policies and guidelines governing research and contracts.
- 7.3. **Due diligence.** Persons acting for and on behalf of the University shall exercise all due diligence and consult IPTTO when negotiating and signing contracts that may affect the University's IPRs.
- 7.4. **Ownership and rights to use.** Subject to any provisions in law to the contrary, ownership and rights to use shall be agreed upon with the external

¹³ Research policy should look out for predatory reporting.

¹⁴ Patents provide protection for technical inventions but there are strict procedures and rules which must be followed. A patent cannot be granted if the invention has already been disclosed and so care must be taken to avoid premature disclosure before the patent application has been filed.

entity, in accordance with the University's relevant policies and guidelines governing research and contracts.

- 7.5. **Government rules.** 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. The appropriate legal representative of the University shall be consulted in this respect before signature of any Research Contract unless this responsibility has been delegated to IPTTO by the University.
- 7.6. **Approval.** Proposed Research Contract and other legal statements concerning the University's IPRs shall comply with the provisions of this Policy. Any variance from this Policy must be approved by the Vice Chancellor with advice from the IPTTO.
- 7.7. **Basic Principles.** The IP clauses in all Research Contracts shall be governed by the following basic principles:
- 7.7.1. **Concluded from the outset.** 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.
- 7.7.2. **Background IP.** 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.
- 7.7.3. **Foreground IP (IP arising from the Research Contract).** 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.
- 7.7.4. **Co-owned Foreground IP.**

- a. **Terms for co-ownership.** Co-ownership of IP generated pursuant to a Research Contract shall be in accordance with national legislative provisions, failing which, as mutually agreed contractually.
 - b. **Costs for protecting and maintaining co-owned IP.** The costs for protecting and maintaining any IPRs shall be shared between the University and the external party(ies)/sponsor(s) as mutually agreed contractually.
- 7.7.5. **Serendipitous IP¹⁵.** Any IP created during the course of the Research Contract which falls outside of scope of the Research Contract shall be owned by the University or the external party(ies)/sponsor(s) which developed such IP, unless agreed contractually otherwise in the Research Contract.
- 7.7.6. **Right of first refusal to the IP.** 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.
- 7.7.7. **Publication delay.** 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 shall agree, on a case-by-case basis, to a contractual delay in publication by Creators. Such delay shall not exceed 60 calendar days from the date IPTTO is notified of the intent to publish, unless authorized by the Senior Responsible Officer. The IPTTO may, if so required, shall 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.
- 7.7.8. **Use of the IP for Research and teaching.** In instances, where the University IP is licensed exclusively or assigned as part of the

¹⁵ Results are serendipitous when research that was originally funded for one purpose turns out to be useful for another purpose.

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.

- 7.8. **Exceptions to the Policy.** 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 Senior Responsible Officer.

8.0 DETERMINATIONS BY THE IPTTO

8.1. Responsibility to Disclose IP

- 8.1.1. **Recording.** 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.
- 8.1.2. **IP Disclosure.** 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 IPTTO promptly by means of an IP Disclosure Form.
- 8.1.3. **Complete disclosure.** Creators must provide to IPTTO such full, complete and accurate information as IPTTO 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 shall be registered and assigned a reference number and IPTTO shall share this reference number with the Creators to signify that the IP Disclosure has been formally received by the University.
- 8.1.4. **Disclosure Clause for IP related to GRs and/or TK.** When potential IP has been developed using GRs and/or TK, the IPTTO shall require its Creators to disclose relevant information, in accordance with national legislation.

8.2. Creatorship and Ownership

- 8.2.1. **Creatorship.** Creators shall, upon request, sign the appropriate legal documents provided by IPTTO that attest to creatorship. Where there is

more than one Creator, and there is a dispute as to the contribution to creatorship, IPTTO shall in consultation with the Creators, assist in the determination of the percentage IP creatorship, failing which it shall be assumed that there was an equal undivided contribution.

- 8.2.2 **Ownership.** 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 shall accrue to the Creator(s) and the University and the obligations they shall have to assist the University with the Commercialization of that IP. Article 9.3 shall apply.

8.3. Determination as to IP Protection and Commercialization

- 8.3.1. **Evaluation and recommendation.** IPTTO shall analyse the information disclosed in the IP Disclosure within 60-90 days of formal receipt. The analysis shall 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, IPTTO shall prepare a preliminary report with findings that enable the University to decide if it shall proceed with IP protection and Commercialization. IPTTO shall share the preliminary report with the Creator(s), and seek their input.
- 8.3.2. **Decision to protect/Commercialize.** The University shall decide, as soon as reasonably practicable, whether or not it wishes to protect and/or commercialize the IP. IPTTO shall use all reasonable efforts to notify the Creator(s) of the University's decision within 60-90 days of formal receipt of the IP Disclosure. IPTTO shall 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.
- 8.3.3. **University's obligation to notify Creators of its decision.** Within no more than 90 days, IPTTO shall notify the Creator(s) of the decision of whether the University shall or shall not pursue IP protection and Commercialization of their IP Disclosure.

8.4. University Elects not to Protect /Commercialize the IP

- 8.4.1. **IP abandoned or not Commercialized.** The University reserves the right not to protect or Commercialize IP that it owns if after consultation with the Creators:
- there is no reasonable prospect of commercial success;
 - it is not deemed to be in the best interest of the University; or
 - it is not deemed to be in the public interest.
- 8.4.2 **Transfer of Ownership.** In the event the University decides not to pursue IP protection and/or Commercialization, it shall take steps to return said IPRs to the Creator(s), contingent on any other superseding contract rights of external party(ies)/sponsor(s).
- 8.4.3. **Written notification.** 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 timely¹⁶ manner.
- 8.4.4. **No prejudice to IP protection.** 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.
- 8.4.5. **Assignment.** If the Creator elects to take assignment of the IP, the University shall ensure that a deed of assignment is executed without delay.
- 8.4.6. **Terms and conditions.** If the University assigns IPRs to the Creator in terms of this Article 8.4.5, the assignment may be subject to one or more of the following terms and conditions:
- 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
 - that the University be granted a non-exclusive, royalty-free licence to use the IP for Research and teaching purposes.

9.0 COMMERCIALIZATION OF IP

- 9.1. **Determination of the Commercialization Strategy.** Within 120 days of the decision to protect or commercialise the IP under Article 8.3.2, the University shall determine, with input from the Creators, the most appropriate Commercialization strategy.

¹⁶ "Timely" means sufficient to not cause the loss of IP rights by failure to act.

- 9.2. **Assistance to IPTTO.** Creators of IP which has been selected for IP protection and Commercialization by the University must provide IPTTO 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.
- 9.3. **Sovereignty and Cooperation.** 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 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 IPTTO.
- 9.4. **Commercialization Pathways.** 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.
- 9.5. **Guidelines.** Regardless of the mode of IP Commercialization, the transaction shall 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 shall be utilized in a manner which shall serve the public good;
 - d. assures that the IP shall be developed and brought to the marketplace as useful goods and services; and

- e. prohibits the “shelving” or “mothballing”¹⁷ of the IP or its use in any illegal or unethical manner.
- 9.6. The University shall endeavour to Commercialize IP in a manner that enhances local, regional, and national economic development.
- 9.7. The University shall endeavour to Commercialize IP in a manner that encourages and fosters entrepreneurship by Staff Members and others and which supports Commercialization Entities.

10.0 INCENTIVES AND DISTRIBUTION OF REVENUES

10.1. The University’s Incentive Structure

- 10.1.1. **Purpose and scope.** The University, in the interest of promoting knowledge transfer, shall give due consideration to incentives to researchers to foster Research that has socio-economic impact; such incentives may be financial or non-financial. A Creator/Enabler may receive incentives from each IP they created/enabled which is Commercialized.

10.2. Sharing of Revenues

- 10.2.1. **General.** The University, in line with the minimum requirements set out in relevant national legislation, shall award Creators/Enablers in the sharing of monetary benefits that may accrue to the University from the Commercialization of University IP.
- 10.2.2. **Calculation of revenues for distribution.** Calculation of Gross IP Revenue, IP Expenses, and Net IP Revenue shall be in accordance with the following rules:
 - 10.2.2.1. **Calculation of Gross IP Revenue.** “Gross IP Revenue” is defined in Article 2 as *“all revenue received by the University for Commercialization of University 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,

¹⁷ Shelving or mothballing of academic IP refers to IP and invention disclosure bundles that remain unexplored, unlicensed or unused.

dividends received, commissions, income through disposal of equity, and direct sale of products or services.

10.2.2.2. **IP Expenses.** “IP Expenses” is defined in Article 2 as “*all expenses incurred by the University in the management of IP for which Gross IP Revenue has been received*” and includes, but is not limited to, those expenses that relate to (i) the University’s expenses incurred by payment to external entities for securing, maintaining and enforcing IP protection, such as patenting and litigation expenses; (ii) costs incurred by the University in the licensing/assignment of IP, including marketing costs, contract negotiation and drafting costs; and (iii) costs in making, shipping or otherwise distributing products, processes or services that embody the particular IP, but not including staff time or general administrative costs.

10.2.2.3. **Calculation of Net IP Revenue.** IPTTO 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, as set out in 10.2.2.2 above. The “Net IP Revenue” is calculated as the Gross IP Revenue less IP Expenses.

10.2.2.4. **Co-owned IP.** Where the IP is co-owned by the University and an outside organization, the Gross IP Revenue received by the University shall 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 shall be determined, and revenues shall be shared in accordance with section 10.2.3.1 and 10.2.3.2 below.

10.2.3. **Sharing of revenues – Creators/Enablers**

10.2.3.1. **Standard Creator’s share.**

Sixty percent (60%) of the Net IP Revenue shall be allocated to the Creator. Where there is more than one Creator, the Creators are entitled to an equal or *pro rata* share, based on contribution, of 60% of the Net IP Revenue, except where there is a prior written agreement between all the Creators to the contrary.

10.2.3.2. **Standard Enabler’s share.**

The University may in variable circumstances elect to set aside a particular percentage of the Net IP Revenue for an Enabler. This decision shall be at the discretion of the IP committee with guidance from the IPMO. Where there is more than one Enabler, the Enablers are entitled to an equal or *pro rata* share except where there is a prior written agreement between all the Enablers to the contrary

- 10.2.3.3. **Disputes.** 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.
- 10.2.3.4. **Payment.** Payment to the Creators/Enablers shall be made by the University on a periodic basis as agreed in writing, but no later than six (6) months after receipt of the Gross IP Revenue by the University.
- 10.2.3.5. **Taxes.** Payments made as per 10.2.3.4 are subject to personal tax. The University may, if so obliged by national tax laws¹⁸, make any applicable tax deductions before making payments to the Creators/Enablers.
- 10.2.3.6. **Entitlement.** Creators/Enablers and their heirs shall be entitled to IP revenue sharing for as long as the University receives Gross IP Revenues from Commercialization of the University IP. The entitlement to a Creator's/Enabler's share of Gross or Net IP Revenue shall survive any resignation/termination of employment.
- 10.2.3.7. **Banking details.** The onus is upon each Creator/Enabler to ensure that the University has their current banking details for the purpose of revenue sharing. The University shall keep the relevant IP revenue amounts in reserve for a maximum period of 3 (three) years after which all rights of Creators/Enablers to receive such payments shall be forfeited. If the University pays an amount into

¹⁸ This shall be in conjunction with the Finance Manual that is managed by Finance department.

an incorrect account as a result of information supplied to it being outdated or incorrect, the University shall not have any further obligation or liability in respect of such payment, which shall be deemed to have been duly and properly made.

10.2.4. **Sharing of revenues – University.** The University's share of the remaining forty percent (40%) Net IP Revenue is distributed internally as follows:

- i. Fifteen percent (15%) to the University;
- ii. Ten percent (10%) for the support of research grants or fellowships;
- iii. Ten percent (10%) to an IP Fund to be established in support of IP protection, marketing and commercialisation activities.
- iv. Five percent (5%) to the Inventor's Faculty, Directorate or School;

10.3. Other Incentives

10.3.1. **General.** As a default position, the University shall refrain from accepting non-monetary benefits for the Commercialization of its IP or from offering incentives other than revenue sharing, unless they are in addition to the revenue sharing as per 10.2.3.1 and 10.2.3.2, as appropriate. The University shall thus give consideration, on a case-by-case basis, to the provision of other incentives, where monetary benefits (revenues) are not available or where the Creator/Enabler elects to choose other benefits *in lieu of* revenue sharing, which may only be realized in due course. Other incentives shall include, but are not limited to, the incentives described in Article 10.3.2. – 10.3.4.

10.3.2. **Growth, development and acknowledgement.** A framework for growth and development of the Creator/Enabler in their professional and personal capacity shall be developed including (i) recognition of IP generation and Commercialization performance in appraisal procedures; and (ii) opportunities for enterprise development or capacity development through, for example, specific training opportunities, sabbaticals, and local and international exchanges in their relevant Research field or in the field of IP management and knowledge transfer.

10.3.3. **Research funds.** The University shall actively, through its IPTTO, promote, source and/or facilitate collaborative arrangements with industry partners to secure funding for further Research for the Creators/Enablers.

10.3.4. Creator/Enabler receiving shares in a Commercialization Entity or other licensee.

10.3.4.1. In the case where a Creator/Enabler is granted equity in a Commercialization Entity that licences the University IP which the Creator/Enabler has created,¹⁹ such Creator's/Enabler's portion in the standard revenue sharing formula of Article 10.2.3.1 or 10.2.3.2 shall be adjusted accordingly, taking into account the shares held in the company by the Creator/ Enabler. All other Creators/Enablers shall be rewarded in accordance with the formula in Article 10.2.3.1 or 10.2.3.2.

10.3.4.2. Where the University receives shares in a licensee company, which company may be a Commercialization Entity, as consideration for an IP license, the University shall hold all the shares until liquidation, at which time the income shall be considered Gross IP Revenue and the Creators/Enablers shall receive their share according to the revenue sharing formula in Article 10.2.3.1 or 10.2.3.2

10.3.4.3. Notwithstanding the benefit sharing in respect of shares in terms of this Article 10.3.4, the Creators/Enablers shall still be entitled to their share of any other revenues under the IP license.

10.4. Contact Details

10.4.1. **Contact details.** The onus is upon each Creator/Enabler to ensure that the University is in receipt of their current address details for the purpose of revenue sharing. Unless contrary to law, should the University be unable to locate the Creators/Enablers through reasonable efforts, in order to effect payment of the revenue share amount, and a period of five years has passed since an initial attempt, then the portion owed to that Creator/Enabler or his/her heirs shall be paid to the University's central fund to be used to support Research and innovation activities.

¹⁹ The University's policy regulating Conflict of Interests must be consulted to assess additional measures that should be put in place especially when the researcher outsources research to the spin-off or start-up company, in which the researcher has a material interest.

11.0 IP PORTFOLIO MAINTENANCE

- 11.1. **Recording and monitoring.** IPTTO or an external entity designated by the IPTTO 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.
- 11.2. **Accounting.** IPTTO shall maintain income/expense accounting records on each IP so that revenue sharing allocations can be calculated.

12.0 TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES

- 12.1. When Research is conducted at the University using TK and/or GRs, provisions of national legislation must be observed,²⁰ which provisions may include prior informed consent, and access and benefit-sharing, and the need to obtain any relevant permits.
- 12.2. The University shall formulate procedures and mechanisms for access to GRs/TK in order to comply with national legislation.
- 12.3. When filing a patent application for inventions based on GRs and/or associated TK (TK), patent disclosure requirements for those GRs and TK that may apply under national legislation shall be observed.
- 12.4. The University should implement procedures and systems to track and trace GRs and TK used in its research to facilitate compliance with any such patent disclosure requirements under national legislation.
- 12.5. In accordance with the above, the University shall include provisions in all Research Contracts about the protection and exercise of any IP rights which may arise from the use of TK and/or GRs.

²⁰ For instance, when a member of the 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 University shall abide by the national laws in place.

13.0 CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT

- 13.1. **Commitment to the University.** Staff Members' and Visitors' primary commitment of time and intellectual contributions should be to the education, research and academic programs of the University.
- 13.2. **Best Interests of the University.** 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.
- 13.3. **Agreements with External Parties.** 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.
- 13.4. **Disclosure of External Activities and Financial Interests.** Staff Members and Visitors shall promptly report all potential and existing Conflict of Interest (COI) or Conflict of Commitment (COC) to the appropriate University authority, in compliance with applicable COI/COC policies. The authority shall be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned.
- 13.5. **Policy.** The University shall develop a separate and comprehensive policy on COI²¹, in order to increase the awareness of Staff Members and Visitors about COI and COC; outline requirements for disclosure of COI and COC; and establish procedures to identify them, avoid or properly manage such conflicts.

14.0 DISPUTE

- 14.1. **Violation.** 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.

²¹ This shall be done in conjunction with the conflict-of-interest policy.

14.2. **Dispute Resolution.**

- 14.2.1. Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to IPTTO for consideration and mediation by the UIP Committee²².
 - 14.2.2. If the matter cannot be resolved by the UIP Committee within two months, then the dispute or question of interpretation must be referred to the University Management for mediation.
 - 14.2.3. The University Management may at their sole discretion refer the matter to an independent committee for arbitration as final arbiter of any disputed issues or for final determination if not resolved within the university's designated dispute resolution processes.
- 14.3. **Appeal.** Individuals covered by this Policy shall have the right to appeal the application of any aspect of this Policy to the UIP Committee.

15.0 AMENDMENT

- 15.1. **Revision.** This Policy shall be reviewed every five years but may be amended at any time by a decision of the IP Committee. In this case:
- a. all IP disclosed on or *after* the effective date of such amendment shall be governed by the Policy as amended; and
 - b. all IP disclosed *prior* to the effective date of the amendment shall be governed by the Policy prior to such amendment, 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.

16.0 LEGAL FRAMEWORK AND OTHER COMPLIMENTARY POLICIES

This policy was developed with guidance of Uganda National Council for Science and Technology. In developing it, reference was made to several documents including WIPO's Handbook on Intellectual Property, WIPO's Guidelines on Developing Intellectual Property for Universities and Research and Development Organisations, the National Intellectual Property Policy and Strategy of Uganda of 2019, Trade Secrets Act, 2009, Trade Marks Act 2010, Copyright and Neighbouring

²² The HR Policy shall govern the dispute resolution process

Rights Act 2006, The Geographical Indications Act 2013, Plant Varieties Act 2014 and Industrial Property Act 2014.

The policy shall also be implemented alongside the following UMU policies;

- a) Human Resource Policy
- b) Finance Manual
- c) Entrepreneurship Education Policy
- d) Community Engagement Policy
- e) Research Policy
- f) Projects and Grants Management Policy
- g) Communications Policy
- h) ICT Policy

17.0 RESPONSIBLE OFFICERS

17.1 Accounting officer

The accounting officer for this policy shall be the Deputy Vice Chancellor

17.2 Responsible University Officer

The responsible University Officer shall be the Head of Enterprise who shall also be responsible for the Intellectual Property Technology Transfer Function.

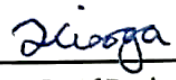
18.0 AUTHORIZATIONS

This policy was approved by the **101st University Council meeting** that sat on **8th February 2025**.

Review date: This policy shall be reviewed every after five (5) years



Most Rev. Raphael p'Mony Wokorach, MCCJ
Chairperson, UMU Council



Rev. Dr. Josef Buchana Kisoga
Secretary, UMU Council