



UNIVERSITY *of*
RWANDA

UR INTELLECTUAL PROPERTY POLICY

October 2020

Approved by the Board of Governors held on 14th October 2020

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ACRONYMS AND ABBREVIATIONS

| Acronvm/ | Exoplanation |
|----------|--|
| CIE | Center for Innovation and Entrepreneurship |
| ICT | Information and Communication Technology |
| IP | Intellectual Property |
| MTA | Material Transfer Agreement |
| SDGs | Sustainable Development Goals |
| UR | University of Rwanda |
| SME | Small and Medium Entreprises |

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PREAMBLE

The present University of Rwanda (UR) Intellectual Property Policy describes how Intellectual Property developed within UR should be managed within UR and in UR's relations with external actors.

UR, being the only public University in Rwanda, has the largest concentration of students and researchers in the Country. UR aims to meet the increased internal and external demands and expectations that the University is capable of creating innovations that address societal challenges. Thus, UR has high responsibility for ensuring that the knowledge available and developed within UR is beneficial for the society. This will be achieved through a number of strategies including supporting its own intellectual achievements. This is the purpose of the present policy.

The present policy provides a framework guiding UR employee, students, visitors and its partners on the ways through which UR Intellectual Property is disclosed, owned, managed and commercialized, or utilized for the general benefit of the society. The Policy is further intended to protect the interests of all concerned by ensuring that the benefits of such property accrue to the public, to the Creator, to partners and to sponsors of specific research.

By doing so, the present policy will create an attractive environment for creativity, research and innovation, which will improve the quality of teaching at UR, on one hand. It will foster the use of intellectual property as a tool for socio-economic development, strengthen and maximize the potential areas where the University has comparative and competitive advantage, on the other hand.



CONTEXT AND PROBLEM STATEMENT

Context

In 2015, University of Rwanda (UR) formulated a policy with a view to awaken interest in Intellectual Property (IP), guide its staff and students in the development, ownership, management and marketing IP. In 2017 UR created the Center for Innovation and Entrepreneurship with the core mandate of coordinating the implementation of University initiatives in innovation and entrepreneurship. One of the Center's attributions is the management of the University's IP, including educating the university community on the intellectual property policy topics as one of the ways of creating IP awareness. Until 2019 the Center undertook a series of campus based public lectures on entrepreneurship, innovation and IP, which revealed gaps in the 2015 UR Intellectual Property Policy. A review of this policy revealed areas for improvement, especially the necessity of adding chapters on copyright, trade-mark, public domain, commercialization, responsibilities of stakeholders, etc.

This revised UR IP policy therefore seeks to address these gaps. Another important consideration was that the Government of Rwanda had revised the 2009 national IP policy. Revising UR IP policy also aimed to align the UR IP policy to the new developments in the national policy.

The economy of Rwandan is transforming fast into a knowledge-based and competitive economy. It is important that UR follows and contributes by involving its critical mass of scientists. Therefore, the UR IP policy was revised in ways to create an enabling environment for effective IP protection and utilization, and to put in place a well-functioning IP system at UR.

Problem Statement

The status of patent secured at UR and other IP generated and protected shows a limited capacity for generation, protection, commercialization and enforcement of IP, as well as low level of awareness on IP matters. These limitations have a negative impact on the country's drive towards attainment of the aspirations of Sustainable Development Goals (SDGs), and the Country vision. Supported by various IP awareness strategies, this policy will enable the four pillars that constitute the IP value chain, namely creation, protection, commercialization and enforcement in order to spur the exploitation of University IP for sustainable development.



POLICY GOAL, SCOPE AND GUIDING PRINCIPLES

General goal

This policy provides a framework for IP Management at UR. It does so by addressing issues related to IP rights, IP use and promotion, and IP institutionalization within the UR structures, both administrative and academic. Ultimately, the UR intellectual property policy aims to provide environment ensuring that discoveries, inventions and creations generated by staff and students at UR are utilized in ways most likely to benefit the public.

Objectives of this policy

The UR intellectual property policy aims to achieve the following:

- To create awareness about intellectual property rights among the University community;
- To promote and stimulate creation of intellectual property at UR;
- To protect and manage intellectual property rights of UR and UR stakeholders from infringement, improper exploitation and abuse;
- To stimulate and foster use, technology transfer and commercialization of UR's IP assets;

Scope of the Policy

The present policy covers areas under WIPO (world Intellectual Property Organisation) guidelines and principles. Thus, the areas covered by this Policy shall include the following:

- (1) Patent;
- (2) Trade Mark;
- (3) Copy rights and related rights;
- (4) Industrial Design;
- (5) Utility Model;
- (6) New Plant Varieties;
- (7) Geographical Indications;
- (8) Genetic resources.

Governing Laws

This UR Intellectual Property Policy shall be interpreted in accordance with all applicable National Laws, Regulations and Policies.

Commencement

This Policy shall become effective upon adoption and approval by UR Board of Governors.

Implementation

This Policy shall be implemented in a manner consistent with other University Policies and Regulations, as well as National IP related Laws. The Board may make appropriate changes to this Policy from time to time.

CHAPTER I. DEFINITION OF TERMS

In this Policy, unless the context otherwise requires, the following terms shall have the meanings assigned to them:

1. Academic Materials:

Materials used for pedagogical purposes including, but not limited to, recorded and live digital, video, and audio presentations; photographs, films, graphic illustrations, transparencies, and other visual aids; programmed instructional packages; computer programs and data bases; and books, booklets, monographs, articles, scripts, study guides, syllabi, tests, and other items that accompany, or are used to present or demonstrate, the above described materials;

2. Assignment:

A written agreement by the holder of intellectual property rights assigning all or part of the Innovator's right, title or interest in or to an innovation of the University.

3. Background Intellectual Property:

Background Intellectual Property is held by individual(s) before a project is started. Background IP of a Party means (a) the Intellectual Property of a Party that is owned or controlled by that Party before the effective date of the research/innovation collaboration/agreement, or (b) created by a Party outside the scope of the collaboration/agreement.

4. Benefit(s):

The contribution to the socio-economic needs of the Republic and includes capacity development, technology transfer, job creation, enterprise development, social upliftment and products, or processes or services that embody or use the Intellectual Property;

5. Breeder:

In the area of genetic resources, a breeder means a person who has bred or discovered and developed a plant variety. Breeder in this Policy has a same meaning as "Creator" or "Inventor", as defined in the paragraphs below.

6. Commercial Venture:

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A startup company, partnership, joint venture, corporation or any other enterprise entity that has obtained a License to University technology in exchange for equity in the enterprise entity.

7. Commercialisation:

The process by which any Intellectual Property emanating from research and development by UR's Employees, Students and Visitors is or may be introduced into the general market or used for any purpose that may provide any benefit.

8. Conception:

Creation in the inventor's mind of a new and useful way to solve a problem; the act of visualizing an Invention, complete in all essential detail; this occurs when a solution is formulated, not when a problem is recognized. Conception is the unequivocal mental discovery of an invention.

9. Confidentiality Agreement:

A separate agreement between disclosing and recipient parties, or a term in a research contract or license agreement. When it applies to information disclosed by a company to a university employee, the recipient employee may agree to be personally bound not to release the company confidential information unless expressly permitted by the company. When it applies to information disclosed by a university employee to a company, it is usually meant to prevent the company from using the information without permission, and to protect the patentability of any invention, or trade value of other technology, disclosed by the university inventor or creator to the company.

10. Contract:

A legally binding mutual agreement between two or more parties in which an exchange of value (consideration) occurs, and which obligates each party to certain duties covering this exchange. Those signing such an agreement must be authorized to bind the entity that they represent.

11. Computer Software:

Any computer program (including, without limitation, microcode, subroutines and operating systems), regardless of form of expression or object in which it is embodied, together with any user manuals and other accompanying explanatory materials and any computer database.



12. Copyright:

An original work of authorship which has been fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, such as books, articles, journals, software, computer programs, musical works, dramatic works, videos, multimedia products, sound recordings, paintings, pictorial, sculpture or graphical works.

13. Course Materials:

All materials produced in the course of or for use in teaching in any form (including digital, print, video and visual material) and all Intellectual Property in such materials and will include lectures, lecture notes and material, study guides, images, multi-media presentations, web content and course software.

14. Creative Commons:

A non-profit organisation which is committed to facilitating the legal sharing of creative works through a range of licenses which allow creators to stipulate which rights they reserve, and which rights they waive for the benefit of other creators. Creative Commons licenses follow a "some rights reserved" model in contrast to traditional copyright which follows an "all rights reserved" model. Creative Commons therefore provides a continuum of rights between "all rights reserved" on the one end of the continuum and "no rights reserved" (public domain) on the other. ☐

15. Creator:

An individual or group of individuals to whom this Policy is applicable, who create or conceive (author), or otherwise make a substantive intellectual contribution to the creation of Intellectual Property. Creator thus means any person responsible for the content of Inventions and other works. Creator in this Policy has a same meaning as "**Inventor**".

16. Creator's notebook:

Usually a bound workbook. Details should be entered in ink, dated, entered regularly and witnessed; the notebook may become crucial in a court proceeding or in research integrity investigations.

17. Creator's share:

The creator's share of net income is determined by university policy. If there is more than one creator, each receives an equal portion of the creator's share, unless the co-creators agree to a different distribution.

18. Disclosure:

The sharing of information with one or more individuals. There are two types of disclosure:

- Sharing of proprietary information (such as the description of an Invention), that is protected against unauthorized disclosure by a confidentiality agreement between the disclosing and receiving parties (**confidential disclosure**).
- A description of an invention, in a patent application or in a publication, that could allow a person skilled in the art to replicate the invention (**enabling disclosure**).

19. Discovery:

A discovery concerns something that already exists at the time of discovery, but was previously unknown. As a result of the discovery, nothing has changed apart from an associated increase in knowledge¹. Discoveries are thus the first description of something that was previously unknown but which was already existing.

Therefore, a discovery is not same as **invention**. Invention concerns something that was not previously there (i.e something completely new). The definition of an *invention* is provided in the paragraph below.

20. Domain Name:

Domain names are the human-friendly forms of Internet addresses, and are commonly used to find web sites. For example, the domain name UR is using to locate the UR web site is www.ur.ac.rw

21. Employee:

A person who has entered into an employment relationship with UR, whether academic or professional, administrative and support staff, paid or unpaid, full time or part time, full appointment or joint appointment, affiliation appointments or assistantships.

¹Freie Universität Berlin, website (<https://www.fu-berlin.de/en/forschung/service/patente-und-lizenzen/entdeckungen/index.html>). Accessed on September 15th, 2019).

22. Enabler:

Those individuals who do not meet established legal standards of inventorship and thus may not be named on a patent application, but who have assisted with the validation of an invention, discovery or advancement of patentable Intellectual Property. ☒

23. Expenses:

Those expenses assignable to the management of a specific UR Intellectual Property case including costs for achieving and maintaining patent or other Intellectual Property protection, financing costs, loans, marketing, licensing and other ☒ legal actions related to the enforcement of Intellectual Property and contract rights, which does not include staff time or general administrative expenses.

24. Equity:

Shares of stock or securities including, but not limited to, stock options, warrants or any other rights to purchase stock or securities.

25. Full Cost(s):

Full Cost(s) of research means the full cost of undertaking the research and development as determined in accordance with international financial reporting standards, and includes all direct costs (including staff salaries, bursaries, equipment and other running costs) and indirect costs (costs that cannot be specifically attributed to an individual project e.g. space usage, rent, services e.g. financial services and other overheads, etc.).

26. Generation:

“Generation” means the creation, production, initiation, origination, inception, inspiration of something.

27. Genetic Resources:

Genetic material of actual or potential value.

28. Geographical Indications:

An IP right pertaining to a sign used on products that have a specific geographical origin and possess qualities or a reputation that are due to that origin. It is an indications which identify a good as originating in the territory of a country, or a region or locality in that territory, where a given quality, reputation or other characteristic of a good is essentially attributable to its geographical origin.



29. Gross Revenues:

All income received by the University from Commercialisation of Intellectual Property or under a license agreement that includes option payments, upfront and milestone payments, royalties, share of profits, dividends and through disposal of equity. ²

Gross Revenue does not include research funds (unless the research funds offset future royalty obligations) and maintenance fees received under the license agreement.

30. Industrial Designs:

An IP right that protects the ornamental or aesthetic aspect of an article (products of industry, handicraft, technology or architecture). An industrial design may consist of three dimensional features, such as the *shape* of an article, or two dimensional features, such as *patterns, lines or color*.

31. Innovation:

A new or original product or process. OECD (Organisation for Economic Co-operation and Development) defines innovation as follow “An innovation is the implementation of a new or significantly improved product (good or service), or process, a new marketing method, or a new organisational method in business practices, workplace organisation or external relation².”

32. Innovator:

Innovator in this Policy is a person who introduces a new method or new procedures, a new idea, or a new product.

33. Invention:

Generally speaking, an *invention* is a new product or new process that solves a technical problem. This is different from a *discovery*, which is something that already existed but had not been found³. The definition of a discovery is provided above.

²OECD (Organisation for Economic Co-operation and Development), 2005, “The Measurement of Scientific and Technological Activities: Guidelines for Collecting and Interpreting Innovation Data: Oslo Manual, Third Edition”; p146. (Accessed at <https://stats.oecd.org/glossary/detail.asp?ID=6865> on September 15th, 2019).

³WIPO (World Intellectual Property Organization), 2010, “LEARN FROM THE PAST, CREATE THE FUTURE: Inventions and Patents”; p. 5. (Accessed at https://www.wipo.int/edocs/pubdocs/en/patents/925/wipo_pub_925.pdf on March 16th, 2020). ISBN 978-92-805-1431-5.



34. Invention Disclosure:

The written submission to UR Center for Innovation and Entrepreneurship (UR-CIE), on the standard or prescribed invention or innovation disclosure forms available from Legal Office, of a written description of any Invention that an Innovator claims he or she has made; Inventions: New, useful, and non-obvious ideas and/or their reduction to practice that result in, but are not limited to, new products, devices, processes, and/or methods of producing new and/or useful industrial operations and materials; any article useful in trade; any composition of matter, including chemical compounds and mechanical mixtures; biological materials including cell lines, plasmids, hybridomas, monoclonal antibodies, and genetically-engineered organisms that is industrially useful or that have commercial potential; new varieties of plants; any new design in connection with the production or manufacture of an article including computer software, data bases, circuit design, prototype devices and equipment; and any improvement upon existing processes or systems.

35. Inventor:

Inventor in this Policy has a same meaning as “Creator”, as defined in the paragraphs above.

36. Integrated circuits or layout designs:

The three-dimensional disposition, however expressed, of the elements of computer circuit, at least one of which is an active element and of some or all of the interconnections of an integrated circuit intended for manufacture.

37. Intellectual Property:

“Intellectual Property (IP)” means a legal concept, which refers to creations of the mind for which exclusive rights are recognized. These rights are conferred to a variety of intangible assets, such as musical, literary and artistic works; discoveries and inventions; words, phrases, symbols, and designs.

All outputs of creative endeavour in any field that can be protected either statutorily or not, within any jurisdiction, including but not limited to all forms of copyright, design right, whether registered or unregistered, patent, patentable material, trademarks, know-how, trade secrets, rights in databases, information, data, discoveries, mathematical formulae,

specifications, diagrams, expertise, techniques, research results, inventions, computer software and programs, algorithms, laboratory notebooks, business and research methods, actual and potential teaching and distance learning material, UR's name, badge and other trade marks associated with the operations of UR, Tangible Research Property, and such other items as UR may from time to time specify in writing.☐

38. Intellectual Property Disclosure Form/tool:

The form which needs to be completed by a Creator(s) to document their Invention and provide key information regarding the Creator(s), funding used to develop the Intellectual Property and the rights of third parties, for submission to UR-CIE for assessment of the Intellectual Property. Intellectual Property can also be disclosed using any other tool put in place by UR.

39. Intellectual Property Policy:

A set of measures formulated and implemented by government/institution/organization, to encourage and facilitate effective creation, development and management of IP assets. It defines approaches towards developing the infrastructure and capacities necessary for enabling inventors and creative industries protect, develop and exploit their inventions and innovations.

40. Intellectual Property Rights:

“Intellectual Property Rights” refers to the assignment of monopoly rights on the use of intellectual content for a specified period of time; through patents, copyright, trademarks, industrial designs, geographic indicators, utility models and trade secrets.

41. Know-how:

Includes actual human artistic or technical skills derived from experience in working a certain art or technology.

42. License:

A license is a contract which awards to a party other than the owner(s) of the intellectual property the right to make, use, sell or import products or services based on the owner's intellectual property. Licenses may be awarded on an exclusive or nonexclusive basis and may provide for payment of license fees, milestones, royalties or other income to the owner(s) of the intellectual property.



43. License Agreement:

A license is frequently called a license agreement.

44. License Fee:

Generally, the money paid by a licensee to the licensor at the time License is signed. Can also be called a License Issue Fee.

45. License Option:

A contract between the university and another party which conveys to that party the right to negotiate for a license to certain intellectual property, generally on terms within certain specified parameters. If the option is exclusive, the university agrees to refrain from granting a License to a third party during the option period. Exclusive options on future inventions are often offered in return for the agreement of the unrelated party to pay for patent costs and/or to support research. Not to be confused with stock options, which are agreements that require conveyance of equity. (see also: Right of First Refusal)

46. Marketability:

Ability of invention to be sold; whether an invention will possibly be licensed by a company or transferred with compensation.

47. Material Transfer Agreements:

The transfer of proprietary tangible property, often biological materials, is covered by a contract called a Materials Transfer Agreement (MTA). Such contracts may cover materials coming into the university from academic or industrial sources, or may cover materials going out from the university to academic or industrial recipients. Negotiated terms of such agreements may cover the use of the original materials, progeny materials produced by self-replication of the original sample, and modifications of the original materials. Points of contention in negotiations include preservation of publication rights, preservation of ownership, disposition of liability arising from hazardous materials, and ownership of new inventions arising from the use of the materials. MTA may significantly affect the ability of the faculty to collaborate with or accept funding from unrelated parties.



48. Neighbouring or related rights:

Rights that are related or auxiliary to copyright and include sound recordings, audio-visual works, broadcasts and performances.

49. New Plant Varieties:

Varieties of plants, which have been discovered or bred, and which are new, distinct, uniform and stable.

50. Net Revenue:

Gross Revenue less expenses received by UR, associated with the protection or commercialization of innovation or invention.

51. Net Royalties:

Gross royalties less expenses incurred in protecting or promoting the innovation or invention.

52. Open Source:

Open Source in the context of software means software whose source code is published and made available to the public, enabling anyone to copy, modify and redistribute the source code in accordance with the specific conditions that are imposed.

53. Patent:

An IP right from a government authority or license conferring a right or title for a set period, especially the sole right to exclude others from making, using, or selling an invention. It is an exclusive right granted for an invention, which is a product or a process that provides a new, non-obvious way of doing something or offers a new innovative and useful technical solution to a problem in industry or commerce or public life.

54. Patentable Invention:

Intellectual Property that involves an *inventive step* and by law is deemed to be patentable and is regarded as *novel* (i.e. that has not been Publicly Disclosed), *inventive* (not obvious to a person skilled in the technical discipline) and *useful* (can be applied in trade or industry or agriculture). Such an invention is regarded as meeting “**Patentability**” requirements.

55. Patent ownership (also, Patent title):

In the case of a patent, the owner is the entity, which holds the patent assignment. Ownership originally vests in the inventor(s), but law or agreement may require that patents be assigned to an employer or another.

56. Person:

Includes both natural and juridical persons. Plant Breeders' Rights: Proprietary rights in respect of plant varieties.

57. Pirated Copyright Goods:

Any goods which are copies made without the consent of the right holder or person duly authorized by the right holder in the country of production and which are made directly or indirectly from an article where the making of that copy would have constituted an infringement of a copyright or a related right under the law of the country of importation.

58. Plant Variety:

An assemblage of cultivated plants which is clearly distinguished by any characters (morphological, physiological, cytological, chemical or others) and which, when reproduced (sexually or asexually), retains its distinguishing characters.

59. Protection:

"Protection" means a legal or other formal measure intended to preserve civil liberties and rights.

60. Publications:

In the context of intellectual property policy as related to inventions and patents, a publication is a public enabling disclosure of an invention, and may be verbal or printed. Printed publications include abstracts, student theses and, in certain instances, grant proposals, whether funded or unfunded. A public enabling disclosure is a non-privileged, non-confidential communication. It is important to emphasize that such a publication may jeopardize the ability to obtain a patent, in the U.S. and abroad.

61. Public Disclosure:

In the absence of a non disclosure or confidentiality undertaking, the oral or written communication of information relating to Intellectual Property to a person, or people, that

are external to UR, for example, but not limited to, by email, web blog, news report, press release or interview, journal article, abstract, poster, conference presentation and through the submission of a thesis for examination. A thesis placed in the library constitutes public disclosure.

62. Public Domain:

Works that are not covered by intellectual property rights at all, either because the rights have expired or the rights have been forfeited; and as such are held by the public at large and are available for anybody to use freely and without reference to the original creator or permission from a third party.

63. Publicly Financed:

Publicly financed research means research and development undertaken using any public funds; that is funds allocated by the Government of Rwanda, or Government of Rwanda Agency/Institutions. "Publicly financed" excludes scholarships and bursaries. Any research and development that is undertaken by UR at below Full Cost is deemed to be inherently subsidised by the Government of Rwanda is regarded as being "Publicly Financed".

64. Registrable Intellectual Property

Registrable Intellectual Property may include patents, trade marks, copyrightable works (in material form), plant variety rights, technical and aesthetic designs, business methods, surgical methods and geographical indications, and copyright (protecting original works of authorship). The latter is a major form of Intellectual Property, does not protect facts, ideas, systems, or methods of operation (although it may protect the way these things are expressed), until a copyrightable work is reduced to material form such as databases, Computer software, literary, dramatic, musical, and artistic works, such as poetry, novels, movies, songs, computer software, and architecture.

65. Resources of the University:

Funds, supplies, equipment, physical facilities, personnel, and/or other services or property of the UR. The resources include all tangible resources made available by University to inventors, including: office, laboratory and studio space and equipment; computer hardware, software and support; secretarial services; research, teaching and laboratory assistants; supplies and utilities; funding for research and teaching activities, travel and other funding or reimbursements. University resources do not include the

employee's time, use of the library, or use of personal office including any office computer or data processor located therein.

66. Royalties:

Royalties are compensation for rights in intellectual property and are usually expressed as a percentage of revenue received by the licensee from sales of a product.

67. Royalty-free:

Royalty-free (RF) material subject to copyright or other intellectual property rights may be used without the need to pay royalties or license fees for each use, per each copy or volume sold or some time period of use or sales. RF means that after the initial permission is secured, usually through payment, additional uses can be made without payment.

68. Service Mark:

Includes any word, phrase, logo, name, symbol, device, sign or any combination thereof, used by a person or which a person has a bona fide intention to use in commerce and uses or applies to register, identify and distinguish his, services from those of others.

69. Significant Use of University Resources:

Significant use of UR resources will mean that for the project that produced the intellectual property the Creator received staff, salary or material support beyond that normally provided to the Creator at UR. The following shall not be regarded as significant use:

- use of library facilities, facilities available to the general public and occasional use of office equipment and office staff.
- If the Creator receives advance written approval of the proposed use from the UR and compensates the University for the fair market value of the facilities and equipment (as actually charged by the University to outside users);
- If the Creator is not using the University's committed time; and
- If the Creator does not use any University-provided funds or University administered funds in connection with the activity.

70. Staff:

Shall mean any person employed by UR on contract or on permanent and pensionable terms.



71. Statutory Protection of Intellectual Property

Protection of Intellectual Property by means of national or international law(s); either under single or multitude IP laws.

72. Student(s):

A full-time or part-time student(s) of UR from undergraduate to post-graduate level, including students in training and post-doctoral fellows.

73. Tangible Research Property:

Anything having a physical embodiment arising from research activities such as but not limited to: prototypes, drawings and diagrams, biological organisms and material, cell lines, reagents, integrated circuit chips, software, devices, data and compositions of matter irrespective of whether or not protectable under any intellectual property regime.

74. Technology Development:

“Technology Development” means the use of scientific and technological knowledge to solve practical problems.

75. Technology Transfer:

“Technology Transfer” means the transfer of new technology from the originator to a secondary user, especially from developed to less developed countries in an attempt to boost their economies.

76. Trade mark:

An IP right pertaining to a symbol, legally registered, and used by a person or company in commerce, to identify a company or its product(s) and distinguish them from those of others. Trademark symbols include; word(s), logo, brand, emblem, sign, mark, stamp, symbol, badge, crest, monogram, colophon, phrase, name, device, or any combination thereof.

77. Trademark Counterfeit Goods:

“Trademark Counterfeit Goods” refers to goods, including packaging, bearing without authorization a trademark which is identical to the trademark validly registered in respect of such goods, or which cannot be distinguished in its essential aspects from such a trademark, and which thereby infringes the rights of the owner of the trademark in



question under the law of the country of importation.

78. Trade Secret:

“Trade Secret” includes, confidential data, and means a formula, practice, process, design, instrument, pattern, or compilation of information used in research, business, commerce and industry which is not generally known or reasonably ascertainable, by which a business can obtain an economic advantage over competitors or customers. The information has commercial value because it is secret or confidential. There must be an intention to keep such information confidential.

79. Traditional Knowledge:

Generally, “Traditional Knowledge” refers to knowledge held and used by people who identify themselves as indigenous to a place based on a combination of cultural distinctiveness and prior territorial occupancy. It focuses on the knowledge resulting from intellectual activity in a traditional context, and includes knowledge, practices, skills and innovations. It embodies the traditional lifestyles of indigenous peoples and local communities and is transmitted from generation to generation.

80. UR Resources:

UR Resources includes, without limitation, UR facilities, office space, funds, financial or other administrative support, equipment, personnel, tangible research materials, information that is not freely available to the public, contract or other type of award or gift to UR.

81. Utility Model:

An IP right to protect any form, configuration or disposition of element of some appliance, utensil, tool, electrical or electronic circuit, instrument, handicraft mechanism or other object or any part of the same allowing a better or different functioning, use, or manufacture of the subject matter or that gives some utility, advantage, benefit, saving or technical effect not available in Rwanda before and includes microorganisms or other self-replicating material, products of genetic resources, herbal as well as nutritional formulations which give new effects.

82. Visitor(s):

All persons who are neither Employees nor Students of UR who engage in work at UR and includes visiting professor, adjunct professors, lecturers/teachers, researcher or scientist, volunteers as recognized by UR and any other individual participating in research or teaching, sponsored or hosted by the funds or other resources of the University.

83. Work, for hire:

A work prepared by a University employee within the scope and in the course of his or her employment with UR and shall include expressly commissioned works for instructional, public service, or administrative use, by the UR whether the person commissioned is an employee of the University or not.

84. Value Chain:

“Value Chain” means the process or activities by which value is added to an article or system. In this policy the value chain involves generation, protection, commercialization and enforcement.



CHAPTER II. INSTITUTIONAL FRAMEWORK AND OBLIGATIONS

UR has established in 2017 the Center for Innovation and Entrepreneurship (UR-CIE) to offer Intellectual Property and Technology Transfer services. Thus, UR-CIE fulfils the role commonly referred to as an “*Intellectual Property Services Office*” or “*Technology Transfer Office*”. UR-CIE is therefore the UR implementing unit of this policy. UR-CIE is assisted by an Intellectual Property Advisory Committee (*IP Advisory Committee*) that supports innovation, Intellectual Property and commercialization efforts of UR.

Employees, students and visitors have the obligations to comply with the present policy.

II.1. UR Center for Innovation and Entrepreneurship

In the context of Intellectual Property, the responsibilities of UR-CIE include, but are not limited to the following:

(1) Protection and Management of Intellectual Property

UR-CIE is responsible for

- Conduct evaluations of the scope of the statutory protection of the Intellectual Property.
- The establishment of suitable mechanisms for protection of the Intellectual Property.
- Intellectual Property auditing (review of Intellectual Property assets and opportunities, IP-related agreements, policies and procedures).
- Selection of Intellectual Property development and marketing strategies.
- Negotiate the Intellectual Property clauses of sponsored research agreements in accordance with the objectives of this policy and the National Intellectual Property Law and any other applicable legislation after consultation with the Employee leading the research project concerned.
- Decide whether UR wishes to retain the Intellectual Property and if necessary attend to all aspects of statutory protection of the Intellectual Property.
- Determine any rights of a third party, such as a funder or collaborator, to the Intellectual Property or a share in the Intellectual Property and whether the National Intellectual Property Law or any other legislation is applicable; ☐



Thus UR-CIE shall support Colleges in matters involving Intellectual Property, by liaising with UR researchers and innovators to:

- Identify and protect Intellectual Property generated at UR;
- Advise them on the timing and scope of the protection process of Intellectual Property;
- Make them aware of what they need to protect and what they should think about before publishing;
- Make them aware of what rights they have to commercialize their research findings;
- Institutional compliance with national and international regulations on Intellectual Property.

(2) Management of invention disclosures

UR-CIE shall also be responsible for the management of invention disclosures by:

- Assisting Colleges, individual staff and students in writing invention disclosures;
- Receiving and managing disclosures of potential Intellectual Property through the submission of an Intellectual Property Disclosure Form by a Creator (staff and Students);
- Evaluating Intellectual Property disclosures for their commercial and licensing possibilities.

With regards to **Intellectual Property disclosure and protection**, UR-CIE shall conduct the specific role described under Chapter III.

(3) Technology Transfer and Commercialization

UR-CIE is responsible for

- Promoting the transfer of UR technology for national and regional use and benefit.
- Raising funds for commercialization initiatives.
- Development and implementation of commercialisation strategies.
- Managing and selling Intellectual Property assets of UR.
- Working in collaboration with UR Enterprise in generating income from innovations, technologies and creations developed at UR.
- Managing, selling and monitoring license agreements.
- Attend to all aspects of Intellectual Property transactions associated with the Commercialisation of the Intellectual Property, including the negotiation of licenses

to, or assignment of UR Intellectual Property. UR-CIE shall make the final decision on the terms of any Commercialisation agreement, with due consideration being taken of the Creator's opinion.

- Administer the distribution of the Gross Revenues arising from the Commercialisation of the Intellectual Property, where such revenues accrue.

(4) Partnership and Networking

UR-CIE helps UR Researchers and Innovators to identify, connect and work with potential partners to allow them gaining collaborative advantage by engaging external resources to find solutions for specific problems faced by communities. Thus, UR-CIE facilitates partnerships by advising on:

- Who should be and how to cooperate with partners outside the University to complement their innovative projects.
- What should be included in collaborative agreements with partners (*NB: UR-CIE does this in cooperation with UR Legal Department*).

II.2. Intellectual Property Advisory Committee

(1) Composition

An Intellectual Property Advisory Committee (IP Advisory Committee) shall be established on commencement of this policy and appointed by the UR Vice-Chancellor. The IP Advisory Committee shall comprise the representatives of UR Senior Management, and other members who shall include University Professors in selected areas and two external members, who are accomplished experts from entrepreneurial and technology business communities.

Representatives of UR Senior Management are:

- All the Deputy Vice Chancellors
- Two College Principals, who are to serve a two-year term on a rotational basis.

Other members are:

- A Senior Academic of Law
- A Senior Academic with ICT background

- A Senior Academic with science background
- A Senior Academic with arts background
- A Senior Academic with business background
- The University Director responsible for research
- The Director of Center for Innovation and Entrepreneurship (UR-CIE), who shall also serve as the Committee Secretary.
- Two (2) external experts (from entrepreneurial and technology business communities)

Any other expert from UR or from outside UR may be invited to IP Advisory Committee meeting on need basis.

(2) Responsibility

The IP Advisory Committee shall mainly handle policy matters pertaining to intellectual property rights and commercialization of inventions. Specifically, the IP Advisory Committee shall be responsible to advise UR-CIE on matters relating to:

- advise UR-CIE on policy matters relating to Intellectual Property;
- advise on settlement of disputes arising from this policy;
- advise on deviations from this policy;
- propose amendments considered necessary to the Intellectual Property Policy;
- approve protectability (including patentability) and marketability of intellectual property created at UR when referred by UR-CIE;
- approve the report on innovation information and IP created at UR;
- approve distribution of revenue received from Commercialisation activities;
- decide on various IP matters as specified in this policy;
- the establishment of spin-out companies and the share in equity of the founders of such companies;
- such other matters as UR-CIE may deem appropriate.

(3) Meeting frequency

The IP Advisory Committee shall meet at least quarterly; and any time on need basis after approval by the Deputy Vice Chancellor having Intellectual Property in his/her attributions. Related facilitation will be provided in accordance with existing regulations at UR.

(4) Procedures

UR-CIE will regularly submitted to the IP Advisory Committee any intellectual property matters as instructed by this policy.

In the event that intellectual property matters referred to the IP Advisory Committee show a University ownership interest and commercial potential, the IP Advisory Committee will recommend appropriate allocations of ownership, revenues or royalties based on this policy.

When students and employees create intellectual property outside the scope of this policy, they may still disclose it to UR-CIE. UR-CIE will submit the case to the IP Advisory Committee. The IP Advisory Committee can recommend confirmation of independent ownership, and the creator is free to decide on what will be the next steps, including the protection of the intellectual property.

It is strongly encouraged that any situation involving intellectual property that is not clearly outside the scope of this policy should be reported to UR-CIE to determine any policy applicability.

Recommendations of the IP Advisory Committee, being administrative or technical/IP related will be forwarded to the Vice Chancellor. The Vice Chancellor's decision on matters submitted from the IP Advisory Committee will constitute final administrative action. The Vice Chancellor will promptly notify any concerned individual(s) including the Creator(s) of the IP Advisory Committee decision.

II.3. Employees, Students and Visitors

- (1) Employees and Students conducting research that may lead to innovations are required to retain appropriate records of their research, such as through the use of laboratory notebooks and the records of Inventions in the form of original research data.



- (2) Employees and Students must disclose the development of any Intellectual Property to UR-CIE as early as possible, but within 90 days of the discovery, by means of an IP Disclosure Form, or any other tool put in place by the University.
- (3) Employees and Students must review their work prior to any Public Disclosure to assess whether it contains any potentially protectable Intellectual Property, in particular a patentable invention, and if so to timeously disclose it to UR-CIE on an IP Disclosure Form/tool ahead of the planned Public Disclosure so that if warranted the Intellectual Property can be protected.
- (4) Employees and Students must take steps to maintain confidentiality of protectable Intellectual Property until protection has been obtained. Guidelines as to how confidentiality can be maintained shall be developed by UR-CIE.
- (5) Employees and Students must conclude in a timely manner, all assignments of Intellectual Property necessary to give effect to the ownership provisions set out below and to allow for the use and Commercialisation of the Intellectual Property by UR in accordance with this policy.
- (6) Employees and Students are expected to co-operate with UR-CIE and assist in preparing, reviewing, signing, and abiding by the terms of all documents necessary for the protection and exploitation of an Invention (including but not limited to patent specifications, official forms, marketing material, technical descriptions, confidentiality agreements and licence agreements).
- (7) An Employee or Student must ensure that the Intellectual Property rights relating to their work have been clarified in writing prior to any sabbatical visit or exchange programme and that any contractual arrangements are approved and authorised by UR-CIE.
- (8) On leaving UR an Employee or Student must contact UR-CIE to negotiate terms for continued access to Intellectual Property and Tangible Research Property even if they are a Creator of it.
- (9) The onus is upon the Creator, or their heirs, to ensure that UR-CIE is in receipt of their current address details for the purpose of revenue sharing.



(10) Background Intellectual Property of Employees (and/or previous employers' right thereto) and Students must be declared to UR-CIE within 3 (Three) months of arrival at UR.

Students

(1) Where Students are involved in activities that could lead to the development of Intellectual Property over which UR or a third party may claim ownership, the following conditions will apply:

- The Student's rights in Intellectual Property in any theses or publications arising from the research will be protected;
- The Student's future career choices will not be closed by the choice to work in a confidential area of research;
- It will be made clear to Students what the nature of the work is before they undertake the activity that leads to the claimable Intellectual Property;
- Any confidentiality and ownership of Intellectual Property agreement will only be signed by Students after they have been properly advised by the Principal Investigator/Project Leader or their supervisor on the contents of the agreement;
- Any delays in the publication of the thesis that arise from a confidentiality agreement, will be subject to the approval of the relevant UR Organ in charge of degrees, for periods of 6 months, up to a maximum of two years.

(2) Where Students of UR may be involved in research at institutions, which are affiliated with UR or at institutions other than UR, agreement should be reached with the institution regarding the rights of the Student to Intellectual Property with a view to ensuring that the Student's rights under this policy are maintained as far as practicable.

(3) Supervisors electing to supervise a Student in an area likely to lead to the creation of Intellectual Property to which a funder has been granted rights in terms of a funded research agreement, must ensure that a confidentiality and Intellectual Property assignment agreement, which may form part of a Student-Supervisor Memorandum of Understanding (MoU) is completed with the Student before the work is commenced. This may result in some projects not being available to Students who choose not to sign a confidentiality and Intellectual Property assignment agreement.

Visitors

- (1) In the absence of an agreement to the contrary, all points under sub-paragraph II.3 from (1) to (10) will apply to Visitors.
- (2) Prior to or on arrival at UR, a Visitor must declare to UR-CIE their Background Intellectual Property relating to work that will be undertaken whilst visiting UR.
- (3) On departure from UR, a Visitor must declare to UR-CIE any Intellectual Property created whilst at UR.

II.4. Interaction with other UR Units

In the course of implementing the present policy, the implementing Unit will closely interact with other UR Units as deemed necessary and in line with other existing UR Policies in the respective Units. These Units shall include, but not limited to Units having administration, human resources, planning, finance, logistics, student registration, teaching and learning, library, postgraduate studies research, resource mobilization and partnerships in their attributions. The key players including the Director having research in his/her attribution are represented in the "IP Advisory Committee", as described under sub-paragraph II.2.

CHAPTER III. INTELLECTUAL PROPERTY DISCLOSURE

III.1. General Considerations

- (1) Any UR employees, student or visitor before publishing the data, or present it at a conference, or otherwise share his/her ideas with outside parties, must submit an invention disclosure to UR-CIE.
- (2) The information provided to UR-CIE in the invention disclosure form will be then reviewed by the relevant Committee put in place to evaluate the commercial potential of the innovation and whether it is protectable through patents, copyrights or other intellectual property rights.
- (3) Submission of an invention disclosure form does not provide any form of Intellectual Property protection for the concerned invention. It is solely the first step in seeking protection for the concerned innovation and determining its commercial potential.

III.2. Administrative Procedures

When existing or proposed material subject to intellectual property protection including copyright and trademark appears to be protectable and to have commercial potential, the Creator will submit an inquiry to UR-CIE to obtain a determination on marketability and to begin the process of protection/assignment of rights. In this case, all the information (including inventions and discoveries when applicable) is to be disclosed to UR-CIE.

- In collaboration with the National Intellectual Property Office, UR-CIE will proceed to the protection of intellectual property submitted by the Creator.
- UR-CIE will seek the guidance on patentability and marketability from IP Advisory Committee when necessary.
- UR-CIE will annually report to IP Advisory Committee on all innovation information and intellectual property created at UR.

III.4. Publishing Disclosed Information

The UR shall encourage dissemination of research results, while ensuring adequate and timely protection of the rights to such property.

However, no individual shall publish, in any form, information relating to research for which an innovation or invention disclosure has been submitted without the express written consent of the Deputy-Vice Chancellor having intellectual property in his/her attributions, after advise from the IP Advisory Committee provided that the consent shall not be unreasonably denied or delayed, and the decision shall be communicated within a period of one month.

(1) UR-CIE shall conduct the following specific roles related to **evaluating IP disclosures**:

- a. How the Intellectual Property may be of benefit to the population and contribute to the socio-economic needs and competitiveness of Rwanda;
- b. Forms of Intellectual Property protection (refer to "Registrable IP" below) that are most appropriate for the Intellectual Property in question;
- c. The extent of readiness of the Intellectual Property for protection and whether any additional research and development needs to be undertaken before Intellectual Property protection can be obtained;
- d. The costs and advantages of the various possibilities for protection;
- e. The potential for commercialisation of the Intellectual Property and/or its licensing; and
- f. Whether the Intellectual Property should be placed in the Public Domain.

(2) After analysis in clause 2 above, elect to proceed on an appropriate course of action, which may include:

- a. Proceeding with an application for protection of the Intellectual Property;
- b. Requesting that the IP Creator conduct additional work to enable an application envisaged in (a) above to be made; whilst confidentiality is maintained;
- c. Where the Intellectual Property is found to have no prospects of addressing the socio-economic needs of Rwanda or prospects of being commercialised:
 - not proceeding with statutory protection;
 - advising the IP Creator that they are free to publish the work.

CHAPTER IV. OWNERSHIP OF INTELLECTUAL PROPERTY

IV.1. Meaning of Ownership of Intellectual Property

Ownership of the intellectual property means that the owner has the right to exploit created intellectual property through a lot of means including to exploit it commercially, such as selling the right of the invention to someone else who will then become the new owner of the patent, giving permission to use the invention, or licensing other parties to use the invention on mutually agreed terms.

IV.2. Intellectual Property Other than Copyright

IV.2.1. General Considerations

- (1) It is understood that the intellectual property rights vest, in the first instance, in the author and the Creator, and as long as the author or the Creator is an employee or student of UR, the University shall be entitled in principle to ownership of the intellectual property concerned, where the intellectual property is generated within the scope and in the course of the student program, staff employment or commission unless otherwise agreed.
- (2) In line with the bullet number (1) above, there should be signing of an agreement (see Annex 1) stating that:
 - The created intellectual property is assigned to University of Rwanda;
 - The Creator (employees or student of UR) shall remain the author of the intellectual property
 - The University of Rwanda may assign such intellectual property rights to any authorized institution for protection
 - The University of Rwanda will manage such intellectual property in accordance with University of Rwanda Intellectual Property Policy, including commercialization and/or licencing, as well as benefit sharing.
- (3) If there is more than one Creator from UR employees or student, in respect of any particular Intellectual Property, the agreement mentioned in bullet number (2) shall

clarify it. However, other internal arrangement among the group of Creators shall not be part of this agreement.

- (4) The agreement mentioned in bullet number (2) shall be negotiated and drafted by UR-CIE and signed by the Office of the Deputy Vice-Chancellor having Intellectual Property in his/her attributions.
- (5) If the results have been generated in collaboration with outside UR partners, then, a joint ownership agreement must be signed whereby the joint owners (UR and partner) agree in writing on the terms of the joint ownership. Terms and conditions for "Joint ownership" should be established already in the initial stage of the collaboration. UR must at the end of the project take measures for the exploitation of results or resulting intellectual property.
- (6) The above provisions concern all intellectual property conceptualized or developed by
- **Employees** in the course of normal duties,
 - **Students**, and
 - **Visitors**

All the three above as a result of participation in UR programs, including programs offered at UR or outside UR (in Rwanda or abroad) as a results of funds and support channelled through UR when:

- a The intellectual property was developed pursuant to a UR sponsored or commissioned research agreement; or
 - b The intellectual property was developed with **significant use** of facilities, resources or funds owned or administered by the UR. (NB: "significant use": *see 69th definition of terms*).
- The above provisions also concern **any other persons** who create or discover applicable intellectual property after receiving funds or other rewards for their services (work-for-hire).
- Support staff such as research assistants, photographers, artists, producers, computer programmers, printers, and others who contribute to the works shall not be considered inventors or creators unless they substantially influence the original or novel aspects of the works.

NB: Should a question arise about whether the Creator did not use substantial/significant University resources, and assessment concerning the level of use of UR support and facilities will be conducted by UR-CIE in collaboration with concerned University Units and Offices (administrative and academic such as College/School/Department), which will be forwarded to IP Advisory Committee for decision.

- (7) The UR may allow ownership of intellectual property in the following circumstances:
- a. Where the author and the Creator had disclosed the nature and scope of his or her research and has been allowed to compensate the University for the use of the University's facilities and equipment as charged by the University to outsiders;
 - b. Where the University is involved in collaborative research with another person, institution, or business entity, in which case a contractual agreement between the parties has been concluded according to which the intellectual property may be jointly owned (*also see below under point 10; "Collaborative research"*);
 - c. Where it has been expressly provided for between UR and the research sponsor (*also see below under points 8 and 9; "Publicly and non-publicly funded research"; respectively*); and
 - d. Where it has been expressly provided for between the University, employees, students, visitors and others;
 - e. Emanating from an undergraduate Student's studies, except for final year student projects (undergraduate or postgraduate) or any other research activities that is directly linked to the same; where there has not been significant use of University resources.
- (8) In case the Student is employed by another employer than UR and conducting his/her work entirely outside of UR at his/her employer's facility without making-use of UR resources, the input from the supervisor can be regarded as notional. In this instance UR will enter into an agreement with the Student's employer regarding intellectual property rights and will make provision for a separate agreement to be entered into should the supervisor make an inventive contribution to the intellectual property.
- (9) The UR-CIE through IP Advisory Committee may approve IP rights or Commercialisation terms that are exceptions to the provisions of the current policy or of the National Intellectual Property Policy and Laws, provided that the Ministry custodian of the National IP is consulted in writing. In this case, the new arrangements shall be communicated to the UR Vice-Chancellor for final approval.

- (10) Wherever possible, UR shall attempt to secure residual rights to any Intellectual Property created at UR for continued use at UR for research and teaching purposes on a royalty-free basis in perpetuity.

IV.2.2. Publicly Financed Work

- (1) Where research or any other intellectual work which is publicly financed is conducted and where a private organization is involved:
- a. There should be an agreement between UR and the private organization describing arrangements regarding intellectual property ownership, its commercialization and benefit-sharing for intellectual property creators at UR.
 - b. Any private organization involved in that research can co-own the Intellectual Property arising from that research with UR, if the following criteria have been fulfilled:
 - There has been a contribution of resources, which may include relevant background intellectual property by the private entity or organization;
 - There is joint Intellectual Property creatorship, i.e. that members of the team employed by the private entity or organisation make an inventive contribution to the creation of the Intellectual Property arising from the research;
- (2) Students shall own any intellectual property that they make, discover, or create in the course of their research unless the research
- a. has been funded by a sponsor under a grant or sponsored research agreement, or
 - b. is subject to a materials transfer agreement, confidential disclosure agreement or
 - c. other legal obligation that restricts ownership of the intellectual property.

IV.2.3. Non-publicly Financed Work

If a work is not publicly financed, a funder may negotiate rights to Intellectual Property arising from research that they fund with UR. In that case, and under the guidance from UR-CIE and UR Legal Department, an agreement should be negotiated and signed between UR and the funder.

IV.2.4. Collaborative Work

Where Intellectual Property emanates from a collaborative research or any other intellectual work and development agreement involving one or more donor organisations, research institutions or organizations, UR will:

- (1) retain ownership of Intellectual Property developed by UR's Employees or Students, or co-own where the Intellectual Property is jointly developed with the collaborators;
- (2) use reasonable endeavours to ensure the commercialisation of the Intellectual Property;
- (3) provide reasonable access to collaborators in accordance with international agreements and norms and/or in accordance with available national guidelines;
- (4) The three actions above should be backed by a relevant agreement negotiated under the guidance from UR-CIE and UR Legal Department;
- (5) seek approval from UR-CIE as appropriate prior to the commencement of work, where the collaborative research agreement requires the Intellectual Property to be made available for commercialisation on a royalty-free basis or not, or that it should not be commercialised.

IV.3. Copyright Protected Works

- (1) UR holds copyright in:
 - a. Banks of multiple choice test and examination questions
 - b. Syllabuses and curricula
 - c. Computer Software developed as part of a research project, unless assigned by research agreement to another party.
 - d. Computer software developed at, or commissioned by UR to support academic, research or administrative processes or the general UR operational management.
 - e. All UR produced publications provided that they are officially recognized by the University (e.g. but not limited to, University News Papers, electronic media and content on the UR websites, etc.)
 - f. Photographs and digital images taken by Employees for UR media or publicity or specifically commissioned by UR



- g. Specifically commissioned works and course materials that fall outside the scope of normal academic work
- (2) UR automatically assigns to the author(s) the copyright, unless UR has assigned ownership to a third party in terms of a research contract, in:
- a. Scholarly and literary publications
 - b. Paintings, sculptures, drawings, graphics and photographs produced as an art form
 - c. Recordings of musical performances and musical compositions
 - d. Course materials, with the provision that UR retains a perpetual, royalty-free, non-exclusive licence to use, copy and adapt such materials within UR for the purposes of teaching and or research
 - e. Film.

(3) Scholarly works:

- a. The texts of all student theses and dissertations, and works derived from such works, are considered exempted scholarly works.
- b. UR assigns the copyright in the scholarly works subject to UR retaining a royalty-free right to reproduce and publish the scholarly work in any form. Whilst the Student has the right to enter into agreements with the publishers who may wish to publish the thesis in whole or in part, the Student shall ensure that UR's rights are acknowledged by the third party and maintained and shall with the consent of their supervisor(s) ensure that such publication is not in conflict with any past, or planned future, assignment of rights to another publisher, e.g. of a journal article, or other literary publication.

University research contracts shall protect the right of the employees, students and other employees to publish the results of their work, but may allow brief delays for the filing of patent applications or other move to protect intellectual property.

All copyrightable material from the University shall bear the copyright notification "© UR" and year of compilation/publication.

(4) Fair dealing:

UR recognises the user's right to use a copyright protected material for teaching, learning or research purposes without seeking the copyright owner's permission or paying

copyright royalties, provided that this practice is “fair”. UR shall develop fair dealing guidelines to determine the nature, the amount and consequences of the dealing on the original work.

IV.4. Open Source and Creative Commons Materials

Open Source and Creative Commons licences are mechanisms for exploiting material that is automatically protected (copyright) or where other forms of Intellectual Property Protection have been sought.

(1) **Open Source.** UR has adopted Open Source as the default for research and teaching related to software development at the university. At the outset of a project involving Open Source licensing, an Employee or Student should submit the Open Source license agreement that is intended to be used to govern the licensing of the project outputs to UR-CIE for review, to ensure compliance with the requirements of the National IP Law, policies and guidelines. Further details are developed in the UR open educational resources policy.

- a. Where necessary UR-CIE shall refer agreements to National Intellectual Property Office to seek approval for their use.
- b. Where necessary and required, UR-CIE shall in writing authorise investigators to enter into the Open Source license agreements in their personal capacity.

(2) **Creative Commons.** UR supports the publication of materials under Creative Commons licences to promote the sharing of knowledge and the creation of Open Education Resources. UR undertakes certain research and innovation projects that seek to publish the research outputs in terms of a Creative Commons licence. ☐

- a. Author(s) of Copyright protected materials that are listed under sub-paragraph II.3 point (b) and (c) above is free to distribute their material under a Creative Commons licence.
- b. Author(s) of Copyright materials that are listed under sub-paragraph IV.3 point (a) above should seek permission from UR-CIE, who on behalf of UR, may grant permission for the material to be distributed under a Creative Commons licence.



IV.5. Public Domain

UR may place Intellectual Property (IP) in the public domain in the following conditions:

- (1) Where it is the desire of the IP Creator or IP owner to place Intellectual Property in the public domain and this desire is supported by UR-CIE;
- (2) Where it is the desire of UR when high societal needs of Rwanda are expressed and UR has the commitment to contribute;
- (3) UR does not wish to obtain statutory protection, or to retain ownership of the IP.

All the above should be supported by UR-CIE; UR-CIE will seek approval from National Intellectual Property Office before releasing the Intellectual Property into the public domain, to make sure that local and international Intellectual Property laws are observed.

IV.6. Trade Marks

IV.6.1. Policy Statement on Trade Mark

- (1) Where the trade mark has university-wide significance, as determined by the University, UR-CIE shall take responsibility for the registration of the trade mark and its maintenance, and the University should bear the associated costs.
- (2) UR-CIE shall take responsibility for trade mark registration and maintenance, where the trade mark is directly related to Intellectual Property that may be Commercialised, e.g. the name of a product, process or device. Costs will be funded by UR-CIE and as such, the trade mark may form part of a license or assignment agreement.
- (3) Where the trade mark is associated with a functional entity within the University (e.g. the name of a College, School, Department or any other Unit), UR-CIE shall take responsibility for the registration of the trade mark and its maintenance but all associated costs will be borne by the entity seeking the trade mark, or alternatively by the University only if it is justified that the trade mark has university-wide significance.
- (4) Internal functional units and entities within UR have no legal persona, so in all applications of the trade marks in clause (c) affiliation to UR should be clear and branding may not be used in a manner that would confuse or deceive a third party into believing that the entity is independent of UR.

(5) No trade mark associated with UR or any UR activity may be registered in conditions different from all the above without obtaining the prior permission of the UR Vice-Chancellor upon UR-CIE advice after analysing the case, and all such trade marks will be owned by UR.

IV.6.2. Use of the Trade Mark, Name and Logo of UR

No person, institution or organization shall use the name, trade mark, service mark or logo of UR or any combination thereof for any application or process whatsoever unless a written permission from UR Vice-Chancellor is provided. In this case, UR-CIE will be requested to provide advice after analysing the case.

IV.7. Domain Names

(1) Domain Names associated with UR or any UR activity are owned by UR.

(2) No Domain Names associated with the Commercialisation of Intellectual Property emanating from UR may be registered without the written permission of UR Vice-Chancellor, after consultation with UR-CIE and concerned UR Unit/Office in charge of Information Management. Where appropriate, UR-CIE will be responsible for the registration and maintenance of the domain name, which shall be owned in the first instance by UR, but may be licensed or transferred to a third party in terms of a license or assignment agreement.

IV.8. Ownership of Equipment

Equipment purchased under a company funded research contract or donated by a collaborating institution shall remain the property of the University on completion of the contract or as agreed by the parties.

IV.9. Intellectual Property Donation

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

(1) The person makes the offer through the Vice Chancellor as if the intellectual property has been created within the University;



- (2) The person discusses provisions and makes an agreement (including distribution of income provisions) with the Vice Chancellor through the Legal Office;
- (3) The person warrants that he or she owns all rights, titles and interests to the intellectual property, and that to the best of his or her knowledge, the intellectual property does not infringe upon any existing intellectual property;
- (4) The University may accept charitable donations of intellectual property from governmental or private organizations; and
- (5) Upon the transfer of title in the intellectual property to the UR, the intellectual property will be managed in accordance with this Policy.

CHAPTER V. COMMERCIALIZATION AND TRANSFER OF TECHNOLOGY

V.1. Commercialization Options

This chapter elaborates on different commercialisation and transfer of technology options in order to cater for all possible scenarios that can fit the university community contexts, the stakeholders and partners needs.

(1) UR will generally adopt a commercialisation strategy that will involve one of the following three routes, as deemed appropriate:

- Selling or assigning ownership of the technology to an existing company;
- Licensing the technology to an existing company;
- Starting a new company.

(2) Preference will be given to:

- Non-exclusive licensing;
- Small and medium enterprises (SMEs);
- Parties that seek to use the Intellectual Property in ways that provide optimal benefits to the Rwandan socio-economy and the well being of the population;
- Creators who can demonstrate that they have the capacity to operate a spin-off business (e.g have put together a team with the necessary skills to operate a spin-off business, have submitted a business plan that is acceptable to the IP Advisory Committee and who have appropriate funding in place).

(3) UR employees, students and visitors who create intellectual property may request a license to commercially develop their UR-owned innovations, inventions or new plant varieties where such licensing would enhance the transfer of technology, is consistent with UR obligations to third parties, and does not involve a conflict of interest. Such licenses could include Creative Commons licenses which allow creators to communicate which rights they reserve, and which rights they waive for the benefit of recipients or other creators.

(4) UR-CIE will pursue the licensing and commercialization of all intellectual property by researching the market for the technology, or new plant variety identifying third parties to commercialize it, entering into discussions with potential licensees,



negotiating appropriate licenses or other agreements, monitoring progress, and distributing royalties to the Creators and other parties in accordance with this Policy.

- (5) In order to facilitate the licensing and commercialization, the Creators, as the case may be, shall execute assignment agreements and related documents pursuant to this Policy.

V.2. Benefit Sharing

The following are general considerations for **distribution of revenues**:

- (1) A Creator and their heir(s) are granted a right to a portion of the revenues that accrue to UR from the Commercialisation of their Intellectual Property for as long as revenues are derived from such Intellectual Property.
- (2) Revenues received as a result of licensing agreements in the form of cash royalties and/or equity holdings, shall be distributed in such a manner as to encourage the development of intellectual property, technology development and technology transfer in the University.
- (3) "Revenues" shall not include funds received for research support.
- (4) The University costs for filing, processing intellectual property applications and maintaining these rights shall be reimbursed from gross revenue prior to distributing royalties to Creators and departments.
- (5) The revenue distributable shall be net of all the expenses incurred by the University in protecting and commercializing the intellectual property, and defending or prosecuting any and all infringement suits that might arise.
- (6) Where a Creator is on the UR payroll, tax will automatically be deducted by Human Resource Office and payment made through the University payroll system. An heir will have no claim to portions of revenue other than to the portion which is allocated to the specific Creator taking points (k) and (g) below into consideration.



(7) If there is more than one Creator in respect of any particular Intellectual Property, the allocation will be shared equally between them unless another arrangement has been reached by written agreement.

(8) Where the University prevails and receives a financial settlement, the relevant Creator, departments and the University shall be reimbursed for their shares of royalties used by the University in prosecuting or defending the infringement. Any funds received in excess of the royalties shall be distributed in accordance with the royalty distribution arrangements of the present policy.

(9) A Creator may at her/his sole elect and make provision for an Enabler(s) to receive a share of the Creator portion of the revenue. This arrangement will be agreed to by all Creators should there be more than one, reduced to writing, signed and lodged with UR-CIE.

(10) Disbursements to a Creator, and if appointed to Enablers, will be made within one year of receipt of the revenue by UR.

(11) The distribution of Net Revenue from Commercialisation activities shall be made annually (reference is the fiscal year) and in accordance with the following scheme:

a. Distribution scheme

| | |
|------------|-----|
| Creator(s) | 70% |
| UR | 30% |

b. Amounts due to third parties who may be either co-owners of Intellectual Property or beneficiaries in terms of benefit share agreements entered into by UR, if received by UR, will be paid to those third parties prior to any internal distribution within UR;

b. In the event of multiple Creators, they will agree among themselves and execute an appropriate agreement thereon. The Creators will share the amount that would have accrued if there had only been one Creator on a *pro rata* basis as determined by the Creator's share in the creation of the Intellectual Property as per point (g) above.



- (12) A portion of revenue going to the UR (30%) will be apportioned to the UR central fund, to the department where the Creator comes from and to UR-CIE according to the arrangement proposed by the IP Advisory Committee.
- (13) When meeting to decide on the weight of each portion, the IP Advisory Committee should invite representatives of the Creator and the Creator's department to allow reasonable distribution and avoid later disputes or appeals.
- (14) The portion of the revenues going to the UR central fund, the department where the Creator comes from and UR-CIE should be used to support further University innovations, and UR-CIE's activities, such as (but not limited to) patenting and Intellectual Property protection costs, innovation and Commercialisation, training in entrepreneurship and Intellectual Property management. All the above Units shall, before any requisition of funds, propose to UR, through IP Advisory Committee for approval, clear annual plans of using their portions of revenue.
- (15) In the event of multiple Creators and where a group of Creators has been duly established;
- If a Creator, who is a Student or an Employee, moves within UR, the Creator group's portion of the revenue will remain with the original group.
 - If a Creator, who is an Student or an Employee, moves within UR in the manner creating confusions in distributing revenues, or if the Creator's group is dissolved, then the IP Advisory Committee shall determine to which entity the Creator group's portion will be allocated.
- (16) If a Creator leaves UR, then the Creator group's portion of the revenue and any residual research funds will be dealt with according to UR policies and financial regulations. In this case, UR-CIE makes a proposal to the IP Advisory Committee for approval.
- (17) If a Creator cannot be located using reasonable efforts by UR-CIE, then the portion accrued to that Creator or his/her heirs will after a period of 5 years from the time when the amount became due to the Creator, be distributed to the UR central fund, to the department where the Creator comes from and to UR-CIE according to the arrangement proposed by the IP Advisory Committee.



V.3. Duration

- (1) As long as there is revenue stream
- (2) Revenue receipt even after inventor leaves employment
- (3) Next of kin entitled to benefits

V.4. Non-monetary Benefits

It is possible that non-monetary benefits may accrue through the Commercialisation of Intellectual Property, for example, but not limited to, shares or equity in companies, receipt of free or reduced rate services or free products or equipment being received by UR instead of a monetary amount.

- Wherever possible, UR-CIE will strive not to include any non-monetary benefits in any Commercialisation agreement.
- Reward to a Creator from other non-monetary benefits will be negotiated with a Creator on a case-by-case basis by UR-CIE and approved by the IP Advisory Committee according to the procedure described under sub-paragraph II.2 above, prior to the conclusion of any Commercialisation agreement that may include non-monetary benefits.

V.4.1. Distribution of Tangible Research Property

- (1) UR encourages the distribution of Tangible Research Property that it owns that arises from research (just as it encourages the publication of all research for peer scrutiny) on appropriate terms, and provided that this distribution does not conflict with existing obligations.
- (2) An Employee wishing to make such distribution must inform UR-CIE in advance and ensure that an appropriate materials transfer agreement is put in place and that this complies with the requirements of the National Laws and Regulations connected to this matter.
- (3) Whilst scientific exchanges should not be inhibited by potential commercial considerations, Tangible Research Property may have potential commercial value and an Employee may elect to make it available to a third party through a commercial license agreement that will be put in place by UR-CIE.

(4) Where Tangible Research Property is distributed under commercial terms such as those envisaged in point (c) above:

- a. each Tangible Research Property item should have an unambiguous identification code or name;
- b. the Project Leader shall identify the Students and Employees responsible for creating the Tangible Research Property, i.e. the Creator, and they will agree in writing to their relative contributions;
- c. UR-CIE will maintain a record of this Tangible Research Property and distribute any revenue according to the principles described under sub-paragraph VI.2 above.

V.4.2. Equity Interests

(1) UR may accept equity in lieu of full or part payment of royalties in addition to monetary consideration for intellectual property in a company pursuant to the provisions of this Policy.

(2) Equity will typically be held by UR on behalf of any Creator who is not directly participating in a company. Dividends and proceeds from the disposal of equity will be distributed according to the principles described under sub-paragraph V.2 above. ☐ The decision as to the timing of any equity disposal will be made by UR-CIE, taking due consideration of the Creator's opinion.

(3) If a Creator holds equity in a UR spin-out company, such Creator will not share in UR's receipts, whether dividends and/or royalties and/or sale of equity, from such company. All other Creators will be rewarded in accordance with the distribution regime as described above.

(4) University acceptance of equity in consideration of licensing a University innovation shall be based upon the principles of transparency, objectivity and fairness in decision-making and the pre-eminence of the education, research, and public service



missions of the University over financial or individual personal gain. Such licensing activity shall be conducted in accordance with this and other related UR policies and guidelines.

- (5) The University shall handle all subsequent relationships with a licensee with whom the University has accepted equity in a commercial manner, pursuant to relevant University policies and guidelines.
- (6) The terms of an innovation license, other than those related to the acceptance of equity in the company by the University shall be consistent with University transactions for comparable innovations.
- (7) When the University accepts equity in a company as partial consideration for a license, the University shall take into account any legal restrictions and the wishes of each Creator involved.
- (8) The University shall pay the Creator's share of equity consistent with the regime established under this Policy for the distribution of royalties.
- (9) The University shall distribute cash upon conversion of equity to cash, in accordance with the royalty distribution regime under this policy.

V.4.3. Impractical Royalties

In some cases distribution of royalties to individuals will be **impractical or inappropriate**; for example, where the material was developed as a UR project (or a UR Unit such as a College/School/Department/Research Center project) or where the Creators are not easily identifiable. The Director of UR-CIE, in consultation with the Project Leader (or College/School/Department/Centre head if not under a sponsored agreement) will review the circumstances of development when such situations have been identified. Generally in such cases, royalties will be split equally between the College/School/Department/Centre and UR. In any situation when royalty distribution to individuals is not recommended, distribution of income is subject to the approval of the IP Advisory Committee according to the procedure described under sub-paragraph V.2 above.

V.5. Conflict of Interest

- (1) Any of the following factors may signify a conflict of interest, which will be taken into account prior to waiving or licensing UR's rights to Creators under this policy.
- a. an adverse impact on UR educational responsibility to its students;
 - b. undue influence on the employment commitment of the Creator or author to UR in terms of time or direction of effort;
 - c. a detrimental effect on UR obligations to serve the needs of the general public; and
 - d. potential conflict of interest as defined in the national laws, UR regulations, Policies and procedures.
- (2) An UR employee or a student shall disqualify himself or herself from participating in any licensing negotiations or other matters of Intellectual Property management and technology transfer where the University is likely to be disadvantaged by such a decision in the following circumstances;
- a. where an employee has an external relationship with a company that itself has a financial interest in a UR project; or
 - b. where UR Official serves on a Board of a company that has financial transactions with UR; or
 - c. where an employee has equity holding or royalty expectations that could influence the decision; or
 - d. where the employee of the University is an interested party and by virtue of his or her position is likely to influence the decision.

CHAPTER VI. COMPLIANCE WITH THE POLICY

(1) All employees, students, fellows, visitors, persons and institutions shall be required to comply with the provisions of this Policy. This Policy applies to all of them in the following contexts:

a. All **Employees** and **Students** who:

- Conceive any patentable invention;
- Prepare a copyright protected work;
- Contribute substantially to the existence of any tangible research property; or
- Otherwise create an item of Intellectual Property.

Students entering into UR undergraduate and postgraduate programs, and employees newly hired at UR shall be, in writing, notified of this Policy and acknowledge that they are aware that they are bound by this Policy.

b. **Visitors**, in the absence of any written agreement to the contrary, and who make use of UR Resources and who through their use of UR Resources:

- Conceive any patentable invention;
- Prepare a copyright protected work;
- Contribute substantially to the existence of any tangible research property; or
- Otherwise create an item of Intellectual Property.

Employees who permit Visitors access to UR Resources shall ensure that the Visitor has been notified of this Policy and obtain written acknowledgement from the Visitor that they are aware that they are bound by this Policy in the absence of any written agreement to the contrary.

c. IP developed in terms of an **agreement between UR and a third party**.

(2) This Policy does not apply to Intellectual Property developed solely in terms of a private contract, outside of the course and scope of employment or contract of service or study with UR, by an Employee and a third party, approved in compliance with the relevant UR Private and Professional Work policies, provided that in the case of any potential conflict of interest (real or perceived), the Employee must notify UR of the Intellectual Property, or possible creation of Intellectual Property.

In particular, should any Intellectual Property be created as part of a private contract, or private and professional work that falls within the technical scope of the Creator's employment at UR, the Creator is bound to disclose this Intellectual Property to UR-CIE. In the absence of an agreement signed by UR to the contrary, the Intellectual Property will be deemed to be owned by UR.



CHAPTER VII. DISPUTE RESOLUTION

- (1) Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to the IP Advisory Committee for resolution, at the request of any interested party.
- (2) If the matter cannot be resolved by the IP Advisory Committee, any party aggrieved by the decision of the IP Advisory Committee shall have a right of appeal to the Vice Chancellor upon which the Vice Chancellor shall appoint a five member independent panel comprising of persons knowledgeable with the discipline, for amicable settlement of the dispute. The panel shall elect its Chair and Secretary.
- (3) The panel shall hear both parties to the dispute and any other person they deem fit.
- (4) In the event of any party being dissatisfied with the decision of the panel he or she shall have a right of appeal to the University Board of Governors through the Board Chair. The Board shall set up an independent panel to hear the appeal and report back to Board with its recommendations within one month from the date of appeal. The Board shall determine and communicate its decision on the matter within one month from the date of receipt of the panel report.
- (5) In the event of an authorship or creatorship dispute arising with an external third party, the matter shall be resolved amicably. If the dispute is not resolved, the matter must be referred to the Deputy Vice-Chancellor having Intellectual Property in his/her attributions for further legal action

CHAPTER VIII. MISCELLANEOUS

VIII.1. Traditional Knowledge, Genetic Resources and Folklore

- (1) The University recognizes the role of traditional knowledge, genetic resources and folklore in the development of inventions, innovations, new plant varieties and creative works.
- (2) The University shall, guided by applicable laws in Rwanda, formulate procedures and mechanisms for access to genetic resources, use of traditional knowledge and the sharing of benefits with holders of such knowledge whether or not the intellectual property is commercialized by University.

VIII.2. Professional, Product Liability and Indemnity

- (1) The terms of all contracts entered by the University shall state that the University is absolved from liability, within the limits of the law and University shall not to give indemnities to any person whatsoever.
- (2) The University shall not be held responsible for any consequences of any inaccuracies or omissions and no liability shall attach to the University for the effects of any product or process that may be produced or adopted by the sponsor, notwithstanding that the formulation of the product or process may be based on the findings of the projects.

VIII.3. Consultancy

Consultancy undertaken by UR employees and students, as agents acting for or on behalf of the University shall be the subject of agreements or contracts with clients, and the income shall be shared in accordance to with the Consultancy Policy.

VIII.4. Recognition

UR shall put in place an appropriate mode for recognition in perpetuity of the IP Creators and any other contributor to Intellectual Property creation based on their levels of contribution.



CHAPTER IX. IMPLEMENTATION STRATEGIES

UR aims at creating a culture of innovation to promote creativity and creation of intellectual property among the University community. The following strategies but not limited to, shall be used by the University to promote creativity and intellectual property:

- (1) Promote greater awareness of intellectual property among the university community (student and staff).
- (2) Strengthening Intellectual Property Education and Intellectual Property Human Resources Development for effective protection, management and enforcement of University intellectual property.
- (3) Adding innovation in Schools attributions and designating the responsible official at School/Department level.
- (4) Partnerships between UR and public-private Institutions: Encouraging partnerships between UR and government entities, the private sector and the general public to improve the use of Intellectual Property generated at UR.
- (5) Putting in place other Intellectual Property System related Resources.
- (6) Establish incentive mechanisms for IP Creators at UR.
- (7) Attract IP experts and professionals for public talks, seminars, and workshops.

Inspired from the above, the present policy proposes an implementation action plan for a 5-year period (2021 – 2026). By 2026, we shall see further improvement of the significant enhancement of the capability for the creation, utilization, protection and management of IP. Strategies to be implemented per policy objectives in order to attain the policy goals in the short, medium and long term period are proposed in the table below. Short term refers to a period of one year, medium term includes activities that should be implemented within a period of between two and three years, and long term refers to activities that may extend during the period of the plan (e.g. until the end of the planning period beginning from the approval of the present IP Policy).

Implementation matrix of UR IP Policy

| Strategies | Timeline | Key performance Indicator |
|--|-------------|---|
| Objective 1: To create awareness about intellectual property rights among the University community | | |
| Strengthen the capacity of CIE staff to enable them effectively discharge responsibilities related to the creation of IP awareness in the University | Medium term | Responsible staff at CIE trained |
| Design and implement target oriented, coordinated and continuous IP awareness programs | Short term | IP program put in place and implemented |
| Integrate IP in the University curriculum | Medium term | IP teaching integrated in "Innovation and Entrepreneurship" common module delivered at UR |
| Organize awareness campaigns and public lectures/talks on IP offered to the University community | Long term | Number of awareness campaigns/public lectures/talks on IP offered to the staff and students |
| Identify and popularize success stories to show case the benefits of IP at UR | Long term | Number of identified success stories |
| Produce and disseminate IP promotional materials | Short term | Availability and accessibility of IP promotional materials to the University Community |
| Objective 2: To promote and stimulate creation of intellectual property at UR | | |
| Encourage generation of IP assets by schools/departments | Long term | Report of activities conducted to encourage and support schools/departments to create IPs |
| Facilitate access to and use of technological/patent information by UR researchers in supporting of inventive and innovative effort. | Long term | Mechanisms to access WIPO technological and patent information established |
| Establish linkages with international | Long term | Number of MOUs signed with |

| | | |
|---|-------------|--|
| institutions advanced in IP creation | | international institutions in the area of IP |
| Objective 3: To protect and manage intellectual property rights of UR and UR stakeholders from infringement, improper exploitation and abuse | | |
| Build and strengthen the capacity of CIE staff for the management of IP creation value chain in the University | Medium term | - Responsible CIE staff trained on IP protection and management - Guidelines and operational manuals put in place |
| Identification of no-protected IP assets currently existing at UR for formal protection | Short term | - Number of UR IP assets identified and protected - Database of UR IP assets constituted |
| Develop electronic mechanism supporting the management of IP at UR | Short term | An e-tool for fast-tracking and management of IP at UR developed |
| Objective 4: To stimulate and foster use, technology transfer and commercialization of UR IP assets | | |
| Build IP valuation Capacity for CIE staff | Medium term | Responsible CIE staff trained on valuation and technology transfer |
| Foster linkages with industry to ensure exploitation of innovative works generated at UR | Long term | - Number of MOUs creating linkages and cooperation entered into. - University-Industry linkage Policy developed |
| Promote IP-driven technology development | Long term | Number of IP protected technologies and used/transferred |

Signed:

Prof Philip Cotton
Vice Chancellor



ANNEX: IP AGREEMENT MODEL

The following is an IP Agreement model for Students/Employees For Use When Assigning Intellectual Property to UR:

Intellectual Property Agreement Between University of Rwanda And [put the name(s) of the other party/IP Creator]

Hereinafter referred to as "agreement" is entered into by and between the University of Rwanda (UR) having its office located at KK 737ST Gikondo, P.O.BOX 4285 Kigali, Rwanda (Hereinafter referred to as the "Owner"), represented by, the Director of the UR-Center for Innovation and Entrepreneurship and [put the name(s) of the other party/IP Creator], Student/Employee in the College/School/Department of.....[fill in as appropriate], ID:, hereinafter referred to as "Creator"

Article 1: General rules

I understand that UR Intellectual Property Policy would normally control how the ownership of intellectual property that I create as a student/employee at UR is determined.

I understand that I am not required to assign my rights in order to fulfil the requirements of any program course, including grading and/or evaluation of performance.

[To be added if the agreement is be signed by a student]

However I also understand that under certain circumstances, opportunities are presented to students to participate in an undergraduate level course that requires the participating students to assign all intellectual property rights to UR in exchange for the opportunity to work on a specific project or activity. This particularly requires students to transfer their intellectual property to UR.

Independent Legal Advice: I understand that this intellectual property agreement is a binding legal document and I was advised to understand it or seek independent legal advice prior to signing it.



Article 2: The Objective of the agreement

The objective of this agreement is the protection and enforcement for intellectual property rights related to the work on the title “.....” (referred as “Work” in this agreement) on the name of UR upon mutual agreement of both parties.

Article 3: agreement Documents

The following documents shall constitute the agreement between the owner and Creator each shall be read and construed as integral part of the agreement:

- a) This Agreement
- b) Annex:
 - *Work to be protected on CD*
 - *Process flow document*
 - *Screenshots of the application*
 - *Schema of data base*
 - *Summary of the work*

And any other document required for IP protection of the work.

Article 4: Language

All notices, correspondence, documentation or communications of whatsoever nature, reports submitted or prepared under or in connection with this agreement shall be in the English language. Supporting documents and printed literature that are part of the agreement may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the agreement, this translation shall govern.

Article 5: Notices

Whether for serving any communications of whatsoever nature and for any other purpose arising from this agreement, each party will use the address mentioned under each signatory below, for all purposes under this agreement.

Article 6: Session of ownership and maintenance

I agree that all Work shall be the property of UR. I do hereby assign to UR all rights that arise from my participation in the Work, title and interest in the Work. The Work shall belong



exclusively to UR, with UR having the right to obtain and hold in its own name, patents, copyrights and or other protections as may be appropriate to the subject matter.

Article 7: Cooperation in obtaining the legal protection

I understand that my responsibilities under this agreement will continue after completion of the Work and my affiliation with UR. Thus, I will fully cooperate with UR, during and after my affiliation with UR, to obtain any legal protection UR desires to obtain on the Work, including but not limited to the preparation and execution of all document and material necessary to obtain, maintain, and enforce intellectual property protection of the Work.

Article 8: Management of the intellectual property of the Work

I understand that if I assign my intellectual property rights to UR that I will remain the author. UR will manage the intellectual property and can develop or dispose of such intellectual property as it sees fit.

I understand that UR may assign such intellectual property rights to any authorized institution for protection, and manage it and related rights in accordance with UR Intellectual Property Policy, including commercialization and/or licencing, as well as benefit sharing. I understand that I will be entitled to share in resulting royalties, if any, in accordance with UR Intellectual Property Policy.

I understand that I have the right, without restriction due to my involvement in the Work, to publish under the guidance of UR Office in charge of intellectual property, in academic publications any information developed in the course of this Work. The use or publication of the Work results leading to benefits (patent including technology transfer and/or commercialization) will be co-shared with both parties and shall be dealt in separate contracts between UR and all concerned parties; such contract negotiation shall jointly involve UR and the Creator, and respect UR rules.

Article 9: Confidential Information

In this agreement, “Confidentiality” and “Disclosure” should be understood in the contexts elaborated on in UR Intellectual Property Policy.

I acknowledge that during the course of my participation in the Work, certain information, data or result from the Work may be considered confidential by UR. All parties shall maintain



confidentiality of such information unless both parties agreed on a written permission to disclose it.

However, I agree that UR may share my name and information about my participation in the Work with third-parties to the extent necessary to commercialize the Work even though such information would be considered confidential information under policies in this matter.

I understand that I am permitted to disclose and discuss the general nature of the Work in resumes, job interviews, advanced degree applications and the like.

Article 10: Governing Law

This agreement embodies the entire understanding between university of Rwanda and Student with respect to the Work intellectual property, and supersedes any previous oral or written agreement. It may be amended only in writing and is not assignable.

This agreement is binding upon all parties and governed by Rwanda law

Article 11: Date of effectiveness of the agreement

This agreement is made effective upon signing it,

SIGNATURES:

- On behalf of the Owner (UR):

Dated thisday of, 20.....

Names and signature:.....

Position:.....

Physical address: P.O.Box;// [Town, Country]

Mobile phone number:

Email address:



- On behalf of the Creator:

I have read and understand the terms of this agreement and voluntarily enter into such.

Dated thisday of, 20.....

Student/Employee Names and Signature:.....

Date of Birth:.....

Physical address: P.O.Box;// [Town, Country]

Mobile phone number:

Email address:



DOCUMENTS REVIEWED

With respect to “Reviewing existing Country policies and Strategies”, the following Republic of Rwanda policy documents were reviewed:

- Rwanda Vision 2020. (2000)
- The Rwanda we want: towards ‘Vision 2050’. [Draft presented on Dec. 16th, 2016]
- Economic Development and Poverty reduction Strategy II, 2013 2018. (2013)
- Rwanda Policy on Science, Technology and Innovation. (2016)
- Rwanda Intellectual Property Policy. (2009)
- Rwanda ICT Strategic and Action Plan (NICI III – 2015)
- National Industrial Policy. (2011)
- Education Sector Policy. (2003)
- Youth Sector Strategic Plan 2013-2018. (2003)
- Agricultural Mechanization Strategies for Rwanda Shifting from Subsistence Agriculture to Market-Oriented Agriculture. (2010)

With respect to “Identifying and examining existing University policies, strategies and procedures” at University of Rwanda, the following University documents were reviewed:

- University of Rwanda Strategic Plan 2018 -2026.
- University of Rwanda Research Strategy
- Guidelines for monitoring College Research
- University of Rwanda Consultancy Policy. (2016)
- University of Rwanda Guidelines for Academic Programs, Validation and Process Approval
- UR Academic Regulations for Undergraduate Programmes
- UR Framework and Regulations for Research Degrees

With respect to “Reviewing IP policies and strategies from other Universities”, the following documents were reviewed:



- Addis Ababa University (AAU). *Establishment Document for AAU Pilot Technology Business Incubation Center*. (2013). Available at: www.aau.edu.et/?wpdmact=process&did=MzQuaG90bGluaw==
- University of Nairobi (UoN). *UoN Intellectual Property Policy 2006*. (Revised 2013). Available at: http://www.uonbi.ac.ke/sites/default/files/main_uon/Intellectual%20Property%20Policy.pdf
- University of Cape Town (UCT). *UCT Intellectual Property Policy*. (2011). Available at: https://www.uct.ac.za/downloads/uct.ac.za/about/policies/intellect_property.pdf
- University of Gothenburg (UG). *Policy for utilization of Intellectual Property Rights at the UG*. (2008).
- University of St Andrews. *Policy on Intellectual Property Policy*. (2016). Available at: <https://www.st-andrews.ac.uk/media/teaching-and-learning/policies/policy-on-intellectual-property-rights.pdf>
- University of Southern California (USC). *USC Intellectual Property Policy*. (2001). Available at: https://policy.usc.edu/files/2014/02/intellectual_property.pdf
- Carnegie Mellon University. *Intellectual Property Policy of Carnegie Mellon University*. Available at: <https://www.cmu.edu/policies/administrative-and-governance/intellectual-property.html>

