



TUMAINI UNIVERSITY MAKUMIRA

**KILIMANJARO CHRISTIAN MEDICAL UNIVERSITY
COLLEGE**

INTELLECTUAL PROPERTY POLICY AND GUIDELINES

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FOREWORD

In pursuit of its Vision and Mission, Kilimanjaro Christian Medical University College (KCMUCo) acknowledges that, research, innovation and other intellectual activities play greater role in socio-economic development of any society. To that end the College continually motivates its employees and collaborators not to adopt a “me-too” approach in research undertakings, but rather to explore novel and innovative strategies.

The evidence that KCMUCo is giving research a high priority is embodied in various policy documents including the KCMUCo Research, Consultancy & Innovation Policy of 2014.

The KCMUCo strongly believe in exploration and validation of novel ideas in research, innovation and other intellectual activities. It is thus the College’s objective to protect the rights of individuals, the College and any collaborating entity.

This Policy therefore provides necessary protections and incentives to encourage both discovery and development of new knowledge and creative works.

Prof. Egbert Kessi
Provost
Kilimanjaro Christian Medical University College.

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LIST OF ABBREVIATIONS

CDA	CONFIDENTIAL DISCLOSURE AGREEMENT
DRC	Directorate of Research and Consultancy
DPAA	Deputy Provost Academic Affairs
IP	Intellectual Property
IPR	Intellectual Property Right
KCMCo	Kilimanjaro Christian Medical University College
MTA	Material Transfer Agreement
R&D	Research and Development
TRP	Tangible Research Property

PREAMBLE

The Kilimanjaro Christian Medical University College (KCMUCo) was founded as result of the 1993 Executive Council of Evangelical Lutheran Church in Tanzania (ELCT) decision to establish a Lutheran University “*Tumaini University*” comprising among others, The Kilimanjaro Christian Medical College.

The College became operational on 1st October 1997 under the name of “*Kilimanjaro Christian Medical University College*” starting with the Faculty of Medicine and soon afterwards expanded to incorporate more faculties, institutes and directorates.

KCMUCo is the centre for intellectual life, a locus of research activity extending the boundaries of knowledge, a resource for professional development and a key player in the growing global network of scholarship.

KCMUCo recognizes that the growing application and use of educational technology and computer programs in research raises new and complex problems relating to the proper and equitable distribution of rewards and obligations. To that end, KCMUCo understands that the need and concern to properly manage its intellectual property and the intellectual property of others is paramount.

As KCMUCo increasingly becomes active in research and technology, and as academic and non-academic staff actively engage in the pursuit of entrepreneurial activities, there is a need for KCMUCo to promulgate the ‘Intellectual Property Policy & Guidelines’. The Policy seeks to:

- (i) provide guidelines that can be consistently applied to facilitate commercialization of research outputs;
- (ii) encourage the development of inventions, innovations, and other intellectual creations for the best interest of the public, the creator, and the research sponsor where necessary; and

- (iii) (iii) Provide equitable solutions on IP matters relating to research conduct, technology transfer and commercialization.

COLLEGE VISION STATEMENT

The vision of the Kilimanjaro Christian Medical University College is to be a centre of excellence in teaching, research, and development of health professionals who influence society through dignified health care delivery to promote the love and compassion of Christ.

COLLEGE MISSION STATEMENT

The mission of the College is teaching, research and healing in order to proclaim Christ in the sense that:

1. We are called to serve by teaching so that people can see the light;
2. Through healing services, the people of Tanzania can be set free from bondage of disease and spiritual sickness;
3. By creating knowledge through research, the people of Tanzania can master of their physical environment and overcome poverty.

POLICY RATIONALE

There is need for the College to have an intellectual property policy to:

- a) enhance collaboration with other institutions and individuals;
- b) protect the interest of the College;
- c) promote demand driven research;
- d) generate income for the College;
- e) take care of the conflicting interests of the various stakeholders;

- f) promote creativity and innovation;
- g) expedite knowledge and technology transfer;
- h) reward staff for inventiveness and protect their interests;
- i) ensure equitable sharing of commercial benefits;
- j) spell out obligations of all stakeholders in IP generation and commercialization; and
- k) expedite commercialization of research outcomes through incubation and industrial collaborations.

POLICY MISSION

To create awareness of Intellectual Property Rights (IPR), promote creativity and facilitate the development of viable innovations for social and economic development.

POLICY OBJECTIVES

- a) To create awareness within the College community on IPR and its importance;
- b) To optimize the environment and incentives necessary for research and for the creation of new knowledge;
- c) To ensure compliance to the Policy within the College and in all collaborative Research and Development (R&D) arrangements with other partners;
- d) To protect the Intellectual Property (IP) rights of the College, its creators, innovators, inventors, collaborators, research sponsors and the public;
- e) To encourage innovation disclosures and protection;

- f) To ensure fair and equitable distribution of all benefits accruing from all innovations, creations and inventions;
- g) To promote linkages with industry and stimulate research through developing and utilizing novel technologies and creative works for commercialization and plough back resources to the College and to the sponsoring parties;
- h) Promote, preserve, encourage and aid scientific investigation and research;
- i) Protect the rights of scholars and the College to control the products of scholarly works;
- j) Provide an organizational structure and procedures through which documents, publications, inventions and discoveries made in the course of the College research and other activities may be made readily available to the public through channels of commerce;
- k) Establish standards for determining the rights and obligations of the College, creators of IP (e.g., inventors, developers, and authors) and their sponsors with respect to inventions, discoveries and works created at the College;
- l) Ensure that both IP and other products of research are made available to the public through an efficient and timely process of technology transfer from the College to all stakeholders and industry.
- m) Encourage, assist and provide mutually beneficial rewards to the College and its members who transfer the College IP to the public domain through commercial channels under this Policy;

- n) Ensure compliance with applicable laws and regulations and enable the College to secure sponsored research funding at all levels of research;
- o) Enhance the reputation of the College as an academic research institution by pursuing the highest ideals of scholarship and teaching and by conferring the benefits of that scholarship and teaching on the College community and the society;
- p) Ensure that the College is aware of the different IP systems in place in the countries where the acquisition of IP rights is sought.

DEFINITION OF KEY TERMS

Unless otherwise stated in this policy the following terms shall have the following meanings:

“Assignment”—transfers of IP rights in writing with the result that the assignee is vested with rights of ownership;

“College”—Kilimanjaro Christian Medical University College;

“College resources”—are defined as all tangible resources provided by the College to researchers including:

- a. facilities such as offices, laboratories, studio space and equipment;
- b. computer hardware and software;
- c. support and secretarial services;
- d. research teaching and laboratory assistants;
- e. supplies;
- f. utilities; and
- g. funding and reimbursement for research and teaching activities, including travel.

College resources do not include salary, insurance or retirement plan contributions paid to or for the benefit of Creators.

“Company”—means a corporation or a business enterprise;

“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. Conception occurs when a solution is formulated, not when a problem is recognized. Conception is the unequivocal mental discovery of an invention;

“Confidentiality Agreement”—means a separate agreement between disclosing and recipient parties or a term in a Research Contract or License Agreement;

“Confidential Disclosure”—sharing of proprietary Information (such as the description of an invention), and/or information or data which is protected against unauthorized disclosure by a Confidentiality Agreement between the disclosing and receiving parties;

“Confidential Information -means any information or data of a confidential nature, including all oral and visual information or data, and all information or data recorded in writing or in any other medium or by any other method, and all information and data which the College is under an obligation, whether contractual or otherwise, not to divulge;

“Conflict of Interest”—two or more goals are advanced simultaneously, placing them in potential conflict with each other;

“Copyright”— is the legal protection extended to the owner of the rights in “original artistic or literary works of authorship” fixed in any tangible medium of expression, now known or later developed from which the work can be communicated in some manner;

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

"Creator"—Person or persons, who may be academic or non-academic staff or students, either inventors or those who do not meet established legal standards of inventorship and thus may not be named on a Patent application, but who have participated in the creation or authorship of an invention, discovery or advancement of some technology;

"Creator's Laboratory"—college facilities, providing the means and opportunity for experimentation, observation and/or practice in the creator's particular field of study;

"Derivative work"—is work based on another copyrighted work and is portrayed in a different style/format/media, such that it has acquired the minimum threshold required for copyright protection;

"Enabling Disclosure"—is the description of an Invention, in a Patent application or Publication, which could allow a person skilled in the art to replicate the Invention;

"Escrow"—a means to sequester tradable equity during the period of a high level Conflict of Interest, such as the ownership of more than 5% of the financial interest of a licensee company that also supports research in the laboratory of the Creator(s) of the licensed technology;

"Equity or Equity Shares"—shares of common or preferred stock, warrants, options, convertible instruments, units of a limited partnership, or any other instrument conveying ownership interest in a Commercial Venture;

“Gross Income”—means funds obtained from commercialization of technology under a License Agreement. Gross Income may include license fees, milestone payments, minimum annual royalties earned or running royalties, equity, equipment, or reimbursement of patent expenses and fees. It however, does not include research support in a mixed purpose Research Contract/License Agreement;

“IP Policy”—means the College’s “Intellectual Property Policy and Guidelines” as may be amended from time to time;

“Industrial design”—is any composition of lines or colors or any three-dimensional form, whether or not associated with lines or colors; provided that such composition or form gives a special appearance to and can serve as pattern for an industrial product or handicraft.

"Industrial property"—a subset of intellectual property referring to those types of IP having an industrial application;

"Infringement"—means an unauthorized exercise of any of the exclusive rights solely granted to the owner of a respective intellectual property;

"Integrated circuit"—refers to a small electronic device made out of a semiconductor material for use among others microprocessors, audio and video equipment and automobiles;

"Intellectual property"—means all statutory and other proprietary rights (including rights to require information be kept confidential) in respect of inventions, copyright, trademarks, designs, patents, plant breeder's rights, circuit layouts, know-how, trade secrets, and geographical indications. It also includes all other rights as defined by the respective pieces of legislation and international conventions governing intellectual property;

It gives moral and economic rights to creators in their creations and the rights of the public to access those creations; to promote creativity and

the dissemination and application of its results, and encourage fair trading which would contribute to economic and social development;

"Invention"—New, useful, and non-obvious ideas and/or their reduction/translation 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 are 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;

Invention disclosure"—a formal (written), confidential submission by an Inventor to the relevant College Office. The submission includes but is not limited to a description of the invention; circumstances leading to the invention; facts concerning subsequent activities; details as to co-inventors; and funding sources. Such a Disclosure is the "first alert" to The College that an invention has been made;

"Inventors or Creators"— The person(s) responsible for the conception, ideas, and content of Inventions and other works. 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 have evidentially and substantially influenced the original or novel aspects of the works;

"Know-how"—means any methods, techniques, processes, discoveries, inventions, innovations, non-patentable processes, specifications,

recipes, formulae, designs, plans, documentation, drawings, data and other technical information;

"License"—permission to use an IP right within a defined time, context, market line or territory. It may be exclusive or non-exclusive;

"License Fee"—refers to the monies paid by a licensee to the licensor at the time the license is signed;

"Material Transfer Agreement (MTAs)"—is a contract, covering the transfer of proprietary tangible property, often-biological materials. It may cover materials coming into the College from academic or industrial sources, or materials going out of the College to academic or industrial recipients. Negotiated terms of such agreements may cover the use of the original materials, materials produced by replication of the original sample and modifications of the original materials;

"Net Income"—refers to Gross Income less unreimbursed College expenses for Patent prosecution and licensing expenses associated with a particular License Agreement (e.g., travel made expressly to negotiate a particular License Agreement). Net Income may be subject to sharing with Inventors and Creators and is distributed in accordance with The College Policy;

"New Plant Variety"—refers to a plant variety meeting the criteria for obtaining plant breeders' rights as set under the Protection of New Plant Varieties (Plant Breeders' Rights) Act of 2002 and the Convention for the Protection of New Varieties of Plants (UPOV) the 1991 Version;

"Patent"—is a grant giving the owner of an invention, covered by the Patent, the right to exclude all others from making, using, selling or importing the invention in the country;

"Publication"—as related to Inventions and Patents, 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. Such a Publication may jeopardize the ability to obtain a Patent;

“Researcher”—means:

- (i) persons employed by the College, including student employees and technical staff,
- (ii) students meaning all matriculated undergraduates, student employees, and higher degree students i.e. graduate students, candidates for masterial and doctoral degrees, post-doctoral fellows,
- (iii) any persons, including visiting scientists who use the College’s resources and who perform any research task at the College or otherwise participate in any research project administered by the College, including those funded by external donors.

“Research Contract or Agreement”—is a separate agreement to fund and conduct research, which may or may not be related to licensed technology. Hence, it may refer to a Research Service Agreement; Cooperative Research and Development Agreement; Material Transfer Agreement; Confidentiality Agreement; Consultancy Agreement and any other type of agreement concerning research and funding pursued by the researcher and/or IP created at the College.

“Royalties”—means compensation for rights in IP and are usually expressed as a percentage of revenue received by the licensee from sales of a product;

“**Staff**”—includes all Researchers, Academic Staff, administrative staff, non-researchers or any other persons employed by the College participating in research projects, whether part-time or full-time.

“**Tangible Property**”—is anything having a physical embodiment (e.g., cell-lines, compositions of matter) whether or not patentable or copyrightable;

“**Trademark**”—a trade or service mark consists of a word, symbol, phrase or design, or combination of these, and exists for the exclusive use of the holder in identifying the source of a product or service. Trademarks are used to distinguish goods and identified by the symbol ® while service marks distinguish services and identified by SM. Marks have no necessary relation to Invention or discovery. Unlike Patents and Copyrights, marks can exist for an indefinite time;

“**Trade Secret**”—comprise of confidential data (including scientific and technical data); business, commercial or financial information or compilations used in research, business, commerce, industry. It may also include confidential scientific and technical data and business, commercial or financial information not publically known, which is useful in an enterprise and that confers competitive advantage on one having a right to use such information;

“**University**”—means Tumaini University Makumira.

ARTICLE 1

INTRODUCTION

- (1) The primary functions of a KCMUCo include education, research, expansion of knowledge, and the application of that knowledge to health care services.

- (2) In the context of pursuing its mission, The College shall support and encourage efforts directed towards bringing the fruits of its teaching, service and research in the diverse fields to public use and benefit. In this endeavor, The College written documents, or any literary work and published results of research and its inventions, discoveries and other works shall be made available for the common good. In many cases, publication of research results and other scholarly works will be sufficient to serve this purpose.
- (3) It will be necessary to secure protection of the College's Intellectual Property (IP) in order to encourage commerce, industry, and investment for economic development.

ARTICLE 2

POLICY COVERAGE

- (1) *Personnel Covered*—this Policy applies to the College staff, undergraduate students, graduate students, post-doctoral fellows and non-employees (including visiting staff, affiliate and adjunct staff, industrial personnel, fellows, etc.) who participate in research and other projects at the College unless the College specifies other arrangements in such person's letter of appointment with the College.
- (2) *IP Rights Covered*—this Policy shall cover and protect the following types of IP: Patents, Copyrights, Industrial designs, Trade and service marks, Trade secrets, Utility model, New plant varieties, Geographical Indicators (GIs), Tangible Research Property (TRP) and genetic resources including living organisms; Traditional Knowledge and Folklore; Domain names; Sound or visual recordings; Multimedia presentations;

Models, machines, devices and prototypes; Designs, drawings and plans; Apparatus, Instrumentation; Computer programs and databases; Biological material or specimen; Chemical compounds and other composition of matter.

ARTICLE 3

GOVERNING LAWS AND LEGAL ASPECTS

- (1) This policy shall be interpreted in a manner consistent with other KCMUCo Policies, all applicable Laws in Tanzania, and International Conventions/ Treaty.
- (2) *Legal issues concerning the status of researchers:*
 - (a) The person or office exercising the authority of employment on behalf of the College shall ensure that the employment contract or other agreement establishing any type of employment relationship between the College and the Researcher includes a provision placing the Researcher under the scope of this Policy.
 - (b) Students of the College shall be required to sign an agreement to be bound by this Policy before commencing any research activity.
 - (c) Postgraduate students enrolling in research doctoral programs shall be required to sign an agreement to be bound by the Policy upon registration.
 - (d) The Person/Office authorized to enter into an agreement on behalf of the College shall ensure that Researchers not employed by the College, including Visiting Researchers, shall sign an agreement to be bound by this Policy and an assignment agreement in respect of ownership of IP created by them in the course of their activities arising from their

association with the College before commencing any research activity at the College.

- (e) Notwithstanding Paragraph 4 above, special arrangement may be needed to meet prior obligations of Visiting Researchers. Any such requested special arrangements shall be assessed and decisions shall be taken on a case-by-case basis by the person or Committee designated by the College.
- (f) Rights and obligations under this Policy shall survive any termination of enrollment or employment at the College.

ARTICLE 4

OWNERSHIP OF INTELLECTUAL PROPERTY

4:-The College shall promote the widest possible distribution of academic and public benefits and facilitate the development of IP, both to meet its social obligations as an institution of higher learning and to meet its obligations to disseminate the benefits of research funded by public grants and contracts. Effective dissemination and commercialization of such inventions and/or technology may therefore require protection and licensing of the College IP. The College shall therefore manage its IP through the Directorate of Research and Consultancies (DRC). The College shall determine in liaison with relevant authorities ownership basing on criteria set forth here below:

(1) *General Statement of Ownership*

- (a) except as noted below, all IP (including laboratory notebooks, cell lines and other tangible research property, literary works and all other written documents, examinations etc., in hard copy or electronic form) shall be owned by the College if significant College resources were used or if it was created pursuant to a research project funded through corporate, government or other external sponsors administered by the College. Creators will

provide, upon request by DRC, assignments or other documents necessary to protect College ownership rights. Generally, creators and research investigators will retain custody of tangible research property while at the College.

- (b) The College shall own any IP that is made, discovered or created by any person, specifically hired or commissioned by the College for that purpose unless otherwise provided under the written agreement between the person and College.
- (c) Ownership of any IP that is made discovered or created in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, shall be governed by the terms and conditions stipulated in the relevant College agreement forms. If there are no such agreement(s) made prior to execution of the grant, the College shall claim ownership.

(2) *Employees of the College*

- (a) All rights in IP devised, made or created by an employee of the College in the course of his duties and activities of employment shall generally belong automatically to the College.
- (b) If an employee creates IP outside the normal course of his duties of employment, with significant use of the College's Resources he will be deemed to have agreed to transfer the IP rights in such intellectual property to the College as consideration for the use of the College Resources.
 - i. The use of library facilities, computers and storage servers, office equipment and office staff constitutes resources that are ordinarily available to College

personnel and students and so do not constitute substantial use of College Resources.

- (c) IP created in the course of, or pursuant to a sponsored research or other type of agreement with a third party, shall initially belong to the College and then ownership shall be determined according to the terms of such agreements.
- (d) Section 4(2) (a)-(c) shall apply to student employees of the College.

(3) *Employees Pursuing Research Activities*

- (a) IP rights created during an academic visit by a College employee to another institute shall be governed by an agreement between the College and the other institution. If the College's IP rights are not affected, the IP created during the visit shall belong to the other institution unless otherwise provided in an agreement.

(4) *Non-employees*

- (a) Visiting Researchers are required to transfer to the College any IP they create in the course of their activities arising from their association with the College. These individuals will be treated as if they were College employees for the purposes of this Policy.

(5) *Students*

- (a) Students shall own any IP that they make, discover or create in the course of their research unless:
 - (i) The student received financial support from the College in the form of wages, salary, stipend or grant funds for the research;

- (ii) The student has made significant use of the College resources in connection with his research activity;
 - (iii) The research has been funded by a sponsor under a grant or sponsored research agreement, or is subject to materials transfer agreement, confidential disclosure agreement or other legal obligations that restricts ownership of the IP. The student must agree that the IP shall initially belong to the College and ownership will then be determined in accordance with the terms of the agreement concluded with the third party;
 - (iv) The texts of all student theses and dissertation, and works derived from such works, are considered “Exempted Scholarly works”. The student shall own copyright in the scholarly work subject to a royalty-free license to the College to reproduce, publish and publicly distribute copies of the thesis, in whatever form, electronic or otherwise;
 - (v) The IP was created in the course of the student’s postgraduate (doctoral) research activity, where the College shall claim ownership of all such IP created.
- (b) Students shall be given the option to assign IP rights to the College and shall then be granted the same rights as any employee Inventor as set out in this Policy.

(6) *Student Thesis/Dissertation*

- (a) A student shall own the copyright of his thesis/dissertation subject to any agreement with the College or external parties.

- (b) If a thesis or dissertation contains information on an invention that may be patentable, the thesis may be required to be withheld in accordance with the procedures below:
- i) The Department may withhold public access to the Student's thesis/dissertation containing information on patentable invention until such time a patent application is filed by the DRC;
 - ii) If the DRC decides to not pursue a patent protection, the thesis/dissertation may be released in accordance with procedures adopted by the College;
 - iii) If the Inventor request a return of the IP and wishes to pursue patent protection for the invention himself, the Inventor may request that the Department withholds the thesis/dissertation for not more than three (3) months from the date of the return of the IP in order for the relevant patent application to be filed;
 - iv) Requests for any transfer of rights from the College to the Inventor or any other third party should be made in the first instance to the DRC.

7:- Exceptions to the General Statement of Ownership

- (1) The creator shall retain ownership of the following:
- a. All IP developed without a significant use of College resources, corporate, government or other external sponsorship administered by The College. Insignificant use of College resources shall include use of the library facilities or any other College resource available for public use;

- b. All rights in artistic, literary and scholarly IP, such as scholarly books, articles, and other publications (including those in electronic form), works of art, literature and any recordings despite the use of the College resources so long as such works are neither created under the direction and control of the College, nor developed in the performance of a sponsored research or other third party agreement;
- c. All copyright in papers, theses and dissertations written by students to earn credit in the College courses or otherwise to satisfy academic award requirements.

8:-Other Ownership Options:

- a) Upon mutual agreement, a creator may assign IP he would otherwise own under this Policy to the College, to be managed by DRC. Creators may dedicate their College-owned inventions or discoveries to the public domain, thereby foreclosing the possibility of patenting and/or licensing, provided there is no conflict with the desires of co-creators, third party or College rights, or applicable laws and regulations;
- b) If the College decides not to protect and/or license its IP, shall assign ownership to the Creator upon request to the extent permitted by law. In this case the College shall notify the Creator/Inventor in writing of the assignment of rights. The notification shall be made at least one month prior to any act or any intentional omission liable to prevent the obtainment of protection;
- c) In all cases where the creation or invention is assigned to the Creator/Inventor, the College shall retain the right to a non-

exclusive, non-transferable, irrevocable, royalty-free worldwide license on the invention for research and educational purposes, without the right to business exploitation and without the right to sub-license. The College may also claim indicative percentage of 5-20 of any net income generated by the Inventor from the commercialization of the IP. For electronic materials, no faculty, administrator, or academic unit may copy an individual's e-learning course(s) without obtaining permission to use the material from the College or copyright owners, whichever may be applicable.

- d) The College may not unreasonably withhold or delay an assignment of the IP rights to the Inventor; however, it reserves the right to delay exploitation where it is in its interest to do so.

9:- Publications

Nothing in this Policy shall limit or restrict the right of College staff and students to publish results of their research, subject to reasonable delays to preserve patent or other Intellectual Property Rights (IPR). Delays in publication required by the College or third parties in sponsored research agreements, as a rule, shall not exceed ninety (90) days from initial disclosure of the IP to College or the sponsor.

ARTICLE 5

INTELLECTUAL PROPERTY RESPONSIBILITIES

5:-College Responsibilities Associated with IP:

- (1) The College recognizes that the research and teaching missions are paramount missions within academia. At the same time, the College shall encourage the development by industry of inventions and technology, which will result

from research, and seek to facilitate the transfer of such technology for the use and benefit of the public. To these ends, it shall:

- a. Educate staff regarding IP and tangible research property, provide support as it deems necessary or desirable to obtain legal protection of the College IP, facilitate the transfer of IP to public use and develop mechanisms within DRC's office for the licensing and management of technology;
- b. Provide legal and administrative support as it deems necessary and desirable to defend and protect the interests of the College and creators of IP against third party claims or unauthorized use, share royalties, equity or other income derived from IP with the creators;
- c. Report to research sponsors as required by research and licensing agreements, and applicable laws and regulations, in a timely manner, return to the creator the ownership of IP which DRC through; the DRC Committee cannot, or decides not to, patent and/or license;
- d. Provide a process for resolution of disputes that arise between and among the College staff, sponsors and creators regarding IP;
- e. Publish or advertise the technology, as it deems appropriate;
- f. Assist the creator in finding a partner for the College or a sponsor for the creator;

- g. Negotiate and manage agreements to the best advantage of the creator and the College, in consistency with the IP Policy and Guidelines;
- h. Prepare legal instruments necessary to realize the technology transfer objectives;
- i. Manage conflicts of interest, including negotiating agreements, which are consistent with the College policy.

(2) *Responsibilities of the Creators of IP:*

The creator of new IP shall:

- a. Disclose in a thorough and timely manner all creations, inventions, discoveries and other works that belong to the College as described in this Policy;
- b. Provide such assistance as may be necessary throughout the technology transfer process to protect and effectuate transfer of the IP, including assignment or transfer of the IP to the College, if necessary;
- c. Arrange for the retention of all records and documents that are necessary to the protection of the College interest in the IP;
- d. Abide with all commitments made in license, sponsored research and other agreements, and laws related to government and private funded research;
- e. Promptly disclose all potential conflicts of interest to the appropriate Committee;
- f. Should also provide such assistance as may be necessary throughout the technology transfer process to realize the goals and objectives set forth in these guidelines;

- g. Should properly consider, disclose and manage any possible conflicts of interest arising from agreements to commercialize IP. The creator should work with DRC's office to resolve such conflicts.

ARTICLE 6

ADMINISTRATION

6:- Oversight of Technology Transfer Activities

(1) *DRC Committee*—the monitoring of the Intellectual Property Rights shall be executed by the DRC Committee. The committee shall pay particular attention to the technology transfer, budget, resolution of disputes and the division of IP income. This committee shall make recommendations to the Provost.

(2) Functions of the DRC Committee in relation to IP Rights

It is the responsibility of DRC Committee to:

- a. Serve as the oversight committee that will monitor the implementation and management of the College's IP Policy by the DRC Office;
- b. Verify that the DRC Office carries out its mission in accordance with the Policy and Guidelines;
- c. Review requests for the interpretation of the Policy; resolving disputes arising from IP Policy interpretation requests; and making written recommendations regarding such requests. If the matter cannot be resolved by the DRC Committee, such matter shall be referred to the College Provost for his decision, which will be final and conclusive;

- d. Review annually the financial situation related to IP and Technology transfer with particular attention on expenditure, share of IP income and DRC's share of indirect costs earned from non-government research agreements;
- e. Provide advice to the Provost regarding disputes between creators and the College;
- f. Review and possibly recommend to the Provost adjustment of plans for the division of IP income after every two years;
- g. Review and endorse license agreements negotiated by the DRC Office or Committee and periodically review the patent management and licensing practices of the College.

(3) *Creation of the Directorate of Research and Consultancy Office*

DRC Office shall be created with the following functions and responsibilities:

- a. administer implementation of the IP Policy and the day-day IP administration;
- b. evaluate the potential of the works and/or inventions submitted for commercialization;
- c. promote the transfer of the College's technology for public use and benefit while generating income to support research and teaching;
- d. negotiate with College personnel with respect to the development of independently owned technologies after a determination of their commercial potential for

purposes of registration, licensing or joint venture agreements;

- e. filing of patent applications with the Patent Office under the umbrella of Business Registrations and Licensing Agency (BRELA) of Tanzania, and the maintenance of granted patents and registered trademarks;
- f. administer the funds allocated for patenting and activities related to protection and commercialization of the College's IP; and administration of the numerous IP developed via industrially funded research, publicly funded research, the use of unrestricted funds, or by some other course of research or creative activity;
- g. evaluate, obtain proprietary protection for, and assist in the commercial development of selected technology; and
- h. negotiate all license agreements for the College's IP.

(4) *Staffing of the DRC Office*

The DRC Office may have the following personnel, the number of which depends on the volume of activities that will be handled:

- a. *Technology Licensing Officer*—who shall direct and supervise the day-to-day operation.
- b. *Associate Technology Licensing Officer*—who shall evaluate the patentability and commerciality of the College IP assets submitted to the DRC Office.
- c. *Financial Operations Staff*—who shall handle financial matters of the DRC Office.

- d. *Marketing Officer*—who shall be responsible in locating suitable commercial development partners.
- e. *Legal Officer*—who shall handle legal matters and issues arising relating to College IP assets.
- f. *Office Operations Staff*—who shall provide administrative support to the Office.

ARTICLE 7

DISCLOSURE, EVALUATION AND COMMERCIALIZATION

7:- Intellectual Property Disclosure

- (1) *Disclosure*—If an Inventor has developed an IP, the ownership of which is vested in the College under Article 4, or pursuant to any obligation to disclose such IP under any agreement the College may have with an external party, the Inventor(s) must promptly disclose the full details of the IP to the DRC by submitting in writing an Intellectual Property Disclosure Form, if the College has ownership interests. The Inventor shall consult the DRC with respect to their duties to disclose inventions and the manner and timeliness with which such disclosures should be made to the DRC.
 - a. *Sponsored Programs*—the terms of sponsored research and other agreements normally create obligations with respect to the reporting of inventions, technical data, and copyrightable works. In particular, inventions or discoveries and copyrightable works developed under nationally or privately sponsored research should be promptly disclosed to the DRC. Reporting to private sponsors can be accomplished directly by the Researcher or Creator. Reporting required actions by the

government shall be done by the DRC. Invention reporting to the government shall be done within two (2) months, or such other time as may be prescribed by government regulations.

- b. *Other Programs*—technology either developed under the College programs, as a work-for-hire or with significant use of the College resources, shall also be disclosed to the DRC. Technology that is not developed under government or privately sponsored research or with the use of significant College resources need not be disclosed to DRC unless the Creator desires DRC’s office to commercialize the technology. Technology that cannot be patented, but needs protection by other means such as copyright shall also be disclosed.
- c. *Forms and Content of Disclosure*—the Creator(s) shall make disclosure to the DRC in writing, on a Disclosure form which will be created and can be obtained from the DRC’s office, within a reasonable time.
 - (i) The disclosure should contain sufficient detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, biological and technical characteristics of the invention.
 - (ii) The Creator(s) should also disclose any publication or submission for publication, or public use of the invention.
 - (iii) All Inventors should disclose any sale or offer of sale, including the identity of any party interested in the commercial exploitation of the IP in sufficient

detail and as soon as practicable after the relevant facts have come to their knowledge.

(iv) The responsibility is also on the Creator(s) to update the DRC in a timely manner of any developments involving publication, sale or use of which they become aware after the initial disclosure.

(v) Researchers, including employees. Students and Visiting Researchers are obliged to disclose all IP falling within scope of Article 4 to the DRC.

(2) *Premature disclosure*—the release of information of an invention to the public before the patent application is filed may disqualify an invention for patenting. Such premature disclosures include abstracts, poster sessions, shelved theses, presentations, or prescribing an invention to an open audience, even if given by a person who is not the Inventor.

(3) *Incomplete disclosure*—in the case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting additional information. The date of disclosure shall be the day on which the DRC receives the full disclosure signed by all Inventors.

(4) *IP Determination*

If the Creator claims ownership interest in IP or has a question about whether an assignment must be made to the College, the property will be disclosed to the DRC and the claim or question clearly stated. The College, through the DRC's office, may provide a determination of rights within a reasonable time following submission, generally not exceeding ninety (90) days. The determination may be appealed to the

Deputy Provost for Academic Affairs (DPAA). The party aggrieved by the decision of the DPAA shall lodge his appeal within ninety (90) days to the Provost for a final determination.

(5) *Evaluation of IP for Protection and Commercial Development*

The DRC's office through the DRC Committee shall evaluate the inventions and other IP's disclosed and suggest the form of IP protection, if any, that should be considered and the potential for technology transfer. Costs associated with obtaining protection for IP shall not be funded by the DRC.

- a. *Copyright*—the DRC shall review copyrightable College IP disclosed to it. In other instances, the DRC may consult Creator(s) to help ensure that proper notices are affixed to the property and that registration is made in a timely manner. The copyright warning notice must be clearly marked on all print copies of materials, and a similar notice shall be displayed on the e-learning platform and E-mails for all electronic copies. Any variations of this copyright warning notice must be approved in advance by the DRC.
- b. *Patents*—the DRC shall review invention disclosures and may consult with the Inventor(s) and others as necessary to investigate the patentability and commercial potential of inventions. The DRC shall also assist in determining whether a patent application should be filed.
- c. *Other types of protection*—the DRC shall review inventions meeting all other forms of protection such as industrial design, trade secret or as the case may be and make recommendations to the College accordingly.

- (6) The DRC may consult with other University Personnel or independent experts who are competent in the field to assist in the evaluation if appropriate or necessary.
- (7) The DRC shall, within three (3) months from the date of receipt of the Disclosure Form, confirm in writing to the Inventor(s) whether or not the University will pursue patenting and/or commercialization of the IP, subject to any obligations that may be owed to external parties. Failure of the DRC to act within the period as stated herein shall be deemed as a waiver by the College of its right to patent and/or commercialize.
- (8) The DRC generally will seek patent protection in order to pursue commercialization of the invention and/or protect scientifically meritorious inventions.
- (9) If there are obligations owed to an external party under the terms of a grant or research agreement in respect to IP, the DRC will contact the external party and proceed with the management of the IP in accordance with the terms of the agreement with such party.
- (10) The Inventor(s) shall at all times maintain confidential, the details of the invention in accordance with the Confidentiality policy set out in Article 8.3, in particular during the period when the DRC is assessing the viability of commercialization and/or patenting of the invention. Any publication (even verbal disclosure) which describes an invention prior to filing for a patent may jeopardize the patenting process. During the evaluation process, the Inventor is obliged to delay public disclosure until the patent

application has been filed. The College must endeavor to minimize delays in publication.

(11) *Return of IP to the Inventor(s)*

The DRC shall within three (3) months return the IP to the Inventor(s) for commercial exploitation where:

- a. The DRC has informed the Inventor(s) that it does not wish to pursue the commercial exploitation and patenting of the IP; or
- b. The DRC does not inform the Inventor(s) within three (3) months of the acknowledgment of receipt of the Disclosure Form whether it wishes to pursue commercial exploitation and/or patenting of the IP;
- c. The College has not commercialized the IP after three (3) years from the date of receipt of the Disclosure and there are no ongoing discussions with any interested parties.

(12) *Commercialization Development*

- (a) The College, through the DRC and the Creator(s), shall closely cooperate with each other, share the responsibility for disclosing inventions and other licensable IP, and co-operate to make the IP available commercially. Creator(s) are required to give reasonable assistance in protecting and commercially exploiting IP by providing information, attending meetings and advising on further development.
- (b) The DRC and the Creator(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within two (2) months from the date

of Institute's decision. The strategy will outline the tasks of each concerned party in the commercialization process and establish deadlines for the specific actions.

- (c) The DRC shall be responsible for carrying out the commercialization plan and it shall submit specific proposals, such as draft agreements or business plans, to the Provost for a decision.
- (d) Commercial decisions, such as those concerning the terms of an assignment/licensing agreement or establishing a spin-off enterprise, shall be taken on a case-by-case basis by DRC Committee, giving due consideration to all circumstances.
- (e) The College may decide not to apply for IP protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the IP as a confidential know-how. In such cases Creator(s) shall be requested in writing to refrain from any public disclosure of the IP. When choosing this option, however, the College shall take the Researchers' freedom to publish as well as public interest into account.
- (f) If the College decides to discontinue an application, to withdraw it, or not to maintain a granted or registered right the decision shall be taken by the DRC for implementation.
- (g) IP not falling within scope of Article 4 may also be disclosed to the College by Researchers under the terms of this Policy. In such cases the College shall decide, within ninety days from the full disclosure of all relevant information, whether to exploit the IP. If the College decides to undertake the protection and

commercialization of the IP, the rules set out in this Policy shall apply.

- (h) Expenses incurred in connection with protecting and commercializing IP shall be borne by the College or in such terms and conditions as shall be determined.
- (i) During the evaluation and commercialization period the IP's full description shall be disclosed to third parties under a confidentiality agreement.

(13) *Dissemination of the College Intellectual Property*

- (a) *Public Domain*—a Creator may request that the IP he developed be published and made available to the public without restriction on its use. The DRC shall investigate whether such a request may be fulfilled or whether the IP should be protected in some form. The Creator's request shall be further discussed and considered by the DRC through the DRC Committee and accorded due weight consistent with requirements imposed by law, agreements with research sponsors and the rights and interests of co-creators.
- (b) *Commercialization*—when it has been determined that protection of IP is likely to help commercialize the property, the DRC shall recommend that the College seek protection. In addition, protection of IP may be obtained or pursued although commercial potential is unknown, to preserve opportunities for commercialization in the future, or when required by an outside sponsor.
- (c) *Publication*—these guidelines are not intended to limit or restrict the right of Creators to publish results of their research, subject to reasonable delays to preserve patent or other IP management. Delay of publication required

by the College or third parties in sponsored research agreements should, as a general rule, not exceed ninety (90) days from initial disclosure of the IP to the DRC or the sponsor. In order to direct determination of ownership of IP, avoid conflicts between the College, Researchers and sponsors and enforce confidentiality, agreements shall be signed between the College, foreign researchers and donors using agreement forms available in the DRC office.

(d) *Limits to online access:* The College shall limit access of material on e-learning sites to the general public and should only be accessible by restricted web sites where authentication is required. If the course instructors find it necessary to e-mail copyrighted material to students and other stakeholders, this should apply to enrolled students or College faculty and staff only.

(14) *Commercial Interactions*

- (a) A commercial organization or company may interact in a variety of ways with an IP Creator. Interactions are defined in a variety of agreements among the company, the Creator and the College, which may include:
 - i. Consulting Agreements;
 - ii. Research Agreements;
 - iii. Licensing Agreements.
- (b) More than one agreement may be active concurrently, which requires great care in reconciling the terms of the agreements. Interactions may be divided into those in which there is no personal income to the Creator and no uncommitted income to the College, and those in which either the Creator may receive personal income and/or

the College may receive uncommitted income. In general, a Consulting agreement between a Creator and a company can result in direct personal income that will not pass through College.

- (c) A Licensing Agreement to develop a particular piece of IP results in income (cash or equity) to the College, which shall be distributed as specified by this Policy and the Guidelines. This may result in direct personal income to the Creator as well as income to the College, which is not committed to a particular project. A Research Agreement will provide funds to conduct agreed upon research, which is administered by the College and shall include no direct personal income.

(15) *Agreements with no Personal Income to the Creator and no Uncommitted Income to the College.*

- (a) *Patent Costs*—a company may agree to pay the cost of patent prosecution plus Tanzanian and foreign patent maintenance fees as part of a Licensing Agreement.
- (b) *Equipment Grants*—a company may provide equipment or access to equipment for use, possibly for a defined set of studies.
- (c) *Exchange of Personnel between the College and a Company/Institution*—a company or another institution may send personnel to be trained or provide for the College personnel to work in company/institution facilities.
- (d) *Research Support Agreements*—a company may provide support to the College for research conducted by the Creator, either as a contract (with specified performance criteria) or a grant (to support an endeavor).

(16) *Agreements with Personal Income to the Creator and/or Uncommitted Income to the College*

- (a) *Licensing Income*—licensing income should be received in the form of royalties from sales or guaranteed payments.
- (b) *Equity Interest*—in some cases, particularly with start-up companies, licensing income or milestone payments may be made in the form of equity rather than cash. The equity may be in a variety of forms, including publicly tradable shares, privately held shares or options to acquire shares.
- (c) *Creator as Compensated Consultant*—a Creator may also be retained as a paid consultant to a company, through a personal consulting agreement.

(1) *Creator as Compensated Officer*: A creator may have a position in the company, most often in the case of a start-up company formed by the creator or formed around the creator’s IP.

(17) *Interactions between Companies, Creators and the College*

Basic principles must be observed in the structuring of interactions among the Creator, the College and a company as follows:

- a. *Publications*—the publication of research results must not be hampered by agreements made to commercialize IP. However, a minimal and defined delay to protect IP through patent applications may be necessary. Similarly, Creators may be required to observe confidentiality and nondisclosure agreements covering defined company IP. The covered IP must be clearly identified in the agreement.

- b. *Educational Mission*—the educational mission of the College should not be compromised. Trainees (students, fellows, associates) must have access to the best guidance and choice of research opportunities, which the staff member can provide. They also must have the ability to publish the results of their research and should not be prohibited from continuing work on a project when they leave a laboratory, as a result of an agreement to develop IP.
- c. *Scientific Integrity*—any agreement should not compromise or appear to compromise the design, conduct or reporting of research conducted by the creator or the College.
- d. *Patient Care*—patients must receive the best and most appropriate advice and treatment, and must also perceive that their care is not compromised by other concerns.
- e. *Contracts*—the terms of any agreement shall be in conformance with applicable laws and regulations. The terms of an agreement shall not be in conflict with existing licensing or research agreements.
- f. *Indemnification*—the College requires the external party to indemnify the College with respect to general liability, product liability and/or infringement claims related to licensed IP to be used in any product; or due to the external party’s use (commercial or otherwise)of the results or generated IP.
- g. *Warranties*—as the research is only conducted on a reasonable efforts basis, the results are provided “as-is” and without any representation or warranty of

merchantability or fitness for any particular purpose or any warranty that any use will not infringe or violate any patent or other proprietary rights of any other person.

(18) *Sharing of Intellectual Property Benefits*

The College shall encourage the commercialization of the technology and other IP developed by its academicians, students, trainees and other staff and shall provide for the sharing of any income derived from the IP or technology produced by its Creators. The mechanism for the division of this income is hereby described:

- a. The College may share royalties, equity and other income derived from the licensing of patented inventions and other transfers of technology (including licensing of non-patented technology, material transfer agreements, etc.) with the Creator, unless prohibited or restricted by a third party agreement. The sharing of income from IP will be based on the net value after deducting the College overheads. Joint Creators or Inventors will mutually agree on the formula to be used for sharing of the inventions.
- b. The Creator's share shall be fifty percent (50%) and the College fifty percent (50%) of net income. The College income shall be shared with respective Schools/Institutes and Departments:
 - (i) **50%** to the Department
 - (ii) **35%** to the School (15% creators lab, 10% creator's department, 10% School administration), and
 - (iii) **15%** to the central College administration.

- c. It is recognized that the DRC's office through the DRC Committee has an important role including negotiating non-government research agreements in addition to technology transfer agreements. The central administration, individual Schools/Institutes and departments should contribute to the annual support necessary to enable the DRC's office to continue in this role. It is recommended that the DRC receive annual support equivalent to 10% of the indirect costs derived from non-government research support negotiated by the DRC's office.
- d. A plan for the division of IP and indirect cost income consistent with the above recommendations shall be prepared and reviewed by the DRC Committee. After review, the DRC may recommend to the DPAA adjustments or amendments to the plan for division then in force.

ARTICLE 8

GENERAL OBLIGATIONS

8:- Conflict of Interest

- (1) A Researcher's primary commitment of time and intellectual contributions as an employee of the College should be to the education, research and academic programs of the College.
- (2) It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to the College or this Policy. This provision shall

apply in particular to private consultancy and other research service agreements concluded with third parties. Each Researcher should make his obligations to the College clear to those with whom such agreements may be made, and should ensure that they are provided with a copy of this Policy.

To minimize or prevent conflict of interest situations, especially with regard to the transfer of technology to industry, College Staff must make full and honest disclosure to, and seek approval of, the DRC in the following situations:

- a. undertaking sponsored or collaborative research with a company that has licensed IP from the College, where the research is related or in the same area as the IP licensed;
- b. deployment of Students to do product and/or process research and development for a company in which the College Staff has an interest. In cases where a College Staff supervises final-year projects and higher degree students, this includes working on thesis topics in which the College Staff has a commercial interest in the research area;
- c. transmitting to a company information that is not generally available to the public. This includes withholding or reducing publications after transferring technology to the company, or failing to attend to industry visitors from competing companies;
- d. undertaking or changing the orientation of the College Staff's research (whether supported by College funds or

external grants) to serve the research, product development or other needs of a company;

- e. use of the College Staff's position in the College to participate in company activities;
- f. purchasing of equipment, instruments, materials or other items for College teaching and/or research from a company in which the College Staff has an interest;
- g. engaging in consultation with a company in which the College Staff or any person related to him (including without limitation, his parent, spouse, brother, sister, son, daughter, or any person who is holding legal title for the benefit of the College Staff) has an interest, whether legal, beneficial or otherwise.

(3) *Management of Conflicts of Interest*

- (1) The possibility of conflict of interest is inherent in the commercial development of IP. The College shall adopt a conflict of Interest Management applicable to all schools and the DRC shall implement administrative mechanisms to manage such conflicts for staff engaged in research.
- (2) Conflict of interest occurs when a conflict-containing situation exists and does not presume that undesirable actions have, or will, occur. Further, a conflict of interest is material if an ordinary person would consider it in making a decision. A material conflict of interest is one, which must be disclosed and managed.

The College may also have institutional conflicts of interest, which must be evaluated by the DRC Committee and other responsible parties. Such conflicts shall be handled on an ad

hoc basis. In general, the following factors increase the perceived level of risk present in a material conflict of interest:

- a. Increasing magnitude of personal compensation;
 - b. Increasing number of financial relationships between a Creator and a company;
 - c. Increasing commitment of a Creator's time to a company;
 - d. Holding of equity in a company;
 - e. Involvement of trainees or students;
 - f. Involvement of patients or other human participants.
- (3) A factor of particular relevance to interactions during the development of IP is the ability of the Creator to influence the value of a financial interest.

For example, in the case of royalty payments from an established technology no longer being actively investigated at the College, the Creator has little ability to change the amount of income. However, in the case of ownership interest in a small company whose IP portfolio is based on the Creator's technology, particular results of studies performed under the direct supervision of the Creator might have a significant effect on the value of that ownership interest.

- (4) The management strategies shall be graded according to the degree of perceived risk. Management strategies include (but not limited to) disclosure to all parties, concurrent review and negotiation of all relevant agreements, escrow of equity, and/or divestiture. In the event a conflict of interest cannot

be effectively managed, the College will be unable to enter into an agreement.

- (5) The overall concern, and hence, the level of management required increases as more risk enhancing factors are present. As a rough guide, the following interactions between a company and a Creator will be ranked in terms of increasing risk:
- a. Patent costs paid by licensee (very low risk).
 - b. Cash royalties on sales paid by licensee (low risk). The payments occur only after a product is taken to market, and the income is largely independent of the actions of the creator.
 - c. Research support paid by licensee (**low risk**). No direct payment to the Creator is involved.
 - d. Cash consulting fees paid by licensee (**low risk**). These fees are not linked to any performance criteria, and are not directly associated with professional activities conducted by the Creator at the College.
 - e. Milestone payment by licensee for a research deliverable (**medium to high risk**). These payments may be predicted on work performed by others (for example, company in-house animal studies), in which case the risk is reduced. Alternatively, the payment may be made based on a particular research result obtained in the Creator's laboratory in the College, in which case the risk is intensified and may be difficult to manage.
 - f. Equity ownership in a company concurrent with its support of research (**medium to high**). In general, the value of equity holdings may be influenced by the

actions of the Creator. In this case escrow of equity will be a likely management strategy. The risk presented by equity ownership is particularly severe in small companies, in which the IP developed by a Creator may represent a significant part of the intellectual portfolio of the company.

- g. Creator is a company principal concurrent with the company's support of related research (**high risk**). The risk will be viewed as difficult to manage.
- h. Equity ownership in a company concurrent with active participation in clinical trials (**high risk**). The risk will be so high as to essentially preclude participation of an equity holder in such trials.

(6) Confidentiality

- (a) All academic and non-academic staff shall keep the College's business secret in confidence. In terms of this Policy, *inter alia*, every fact, information, solution or data related to the research carried out at the College, whose public disclosure, or its acquisition or exploitation by unauthorized persons could damage or endanger the College's lawful financial, economic or market interests shall qualify as business secret. Researchers shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.
- (b) The above confidentiality obligations shall not apply in any of the following circumstances:
 - i) where disclosure is required by law or any government agency;
 - ii) where the information is in the public domain or becomes generally available to the public; or

- iii) where disclosure is made with the prior consent of the College.

ARTICLE 9

GENERAL PROVISIONS

(1) Dispute Resolution

Any disputed issues related to IP, or the interpretation of The College IP Management, shall be received and reviewed by the DRC through the DRC Committee. Any disputed issues that cannot be resolved by the DRC shall be referred to the DPAA. The DPAA may refer disputed issues to the Senate for its recommendations and advice. The University Council is the final arbiter of any disputed issues related to IP, income distribution or the interpretation of the Policy.

(2) Reports to the Senate

The DPAA shall report annually to the Senate on College IP Management and Technology Transfer program. This report will include the program's financial results and a brief description of copyright, patenting and licensing activities. The report will also include comments and recommendations from the DRC Committee.

(3) Amendment of the Policy and Guidelines

The Provost may approve amendment to these Guidelines upon recommendation by the DRC and the Senate shall approve.

(4) Breach of the Policy and Guidelines

Breach of the provisions of this Policy shall be dealt with under the normal procedures of the College in accordance

with the relevant provisions of law. Any violation of these policies shall be considered as a disciplinary offense.

(5) Conflict between Policy and Guidelines

In all instances of real or apparent conflict between College policies, including College Intellectual Property Policy and these Guidelines, the policies shall prevail.

(6) Authentication

This policy and Guidelines was approved by the Directorate of Research and Consultancy Committee Meeting held on 2nd March 2015.

FIRST SCHEDULE
MATERIAL TRANSFER AGREEMENT (MTA)

Whereas Kilimanjaro Christian Medical University College desires to provide Research Material or associated information detailed hereunder on the terms and conditions hereinafter set forth, and whereas the Recipient/Borrower is ready and willing to accept the material and/or related information on the said terms and conditions. Now therefore the Parties hereby agree as follows:

(a) This Agreement covers the following “*MATERIAL(S)*”, related information and/or activities:

- i. _____
- ii. _____
- iii. _____

(b) Any activities involving the said MATERIAL and/or related information that are not expressly authorized by the provisions of this Agreement shall be considered as **expressly prohibited**.

(c) The prohibition shall be understood so as to include, but not be limited to, any activities involving transfer to third parties, activities aimed at commercialization or the claiming of rights of any kind over material and/or related information not specifically addressed by this Agreement.

(d) The Borrower shall retain ownership of the following resultant from the said material:

- i. Modifications/derivatives which incorporate the Material and
- ii. Substances created through the use of the Material or Modifications, but are Not Unmodified progeny or derivatives of the offered Material.

However, in case of any creation/innovation/invention whose genesis is the Material, and which is resultant from collaborative efforts between the two Parties, joint ownership may be negotiated.

(e) The Borrower shall solely use the Material for not for profit purposes. The Material shall not be used for any purpose inconsistent with stipulations herein, and in relation to any activity that is subject to consulting or licensing obligations to any third party. The borrower also commits to dispose of the Material as per the dictates of the College.

(f) The Recipient agrees not to use the Material in human subjects, in clinical studies, or for diagnostic purposes without explicit and written consent by the College.

(g) The Borrower shall disclose to the College any manuscripts intended for submission for publication or any scheduled presentations at least 60 days prior to submission. The College reserves the right to

review the manuscripts/presentations with an object of protecting its proprietary rights and interests. The College shall undertake to communicate such modifications or removal of confidential material within 30 days.

(h) The Borrower shall grant the College a non-exclusive and royalty-free right to use for its internal research or educational purposes any information or new Material developed using the College's parent material, whether patentable or not. The College shall not publish results containing the Recipient's data without due acknowledgement to the latter.

(i) Either of the parties may disclose Confidential Information to a government authority to the extent allowed by law or regulations or by order of court of competent jurisdiction, provided that such disclosure is subject to all applicable governmental or judicial protection available for like material and the other party receives advance notice.

This agreement shall terminate when the recipient completes the primary intended purposes for which the Material was borrowed, or on 30 calendar days written notice by either of the parties to the other.

I, the Employee/The Collaborator hereby certify that, I have read and understood the provisions of the Kilimanjaro Medical Christian University College's MTA.

**SIGNED and SEALED on behalf and for the College this.....
Day of2015**

Signature:

Name:

Address:.....

Position:

**SIGNED and SEALED on behalf and for Recipient's/ Borrower
this..... Day of2015**

Signature:

Name:

Address:.....

Position:

SECOND SCHEDULE
KILIMANJARO CHRISTIAN MEDICAL UNIVERSITY COLLEGE
INTELLECTUAL PROPERTY AGREEMENT

I understand that my duties as employee/Collaborator of KCMUCo may include some form of research and access to proprietary data. I agree that the facilities, equipment, funds, and/or stimulation provided to me by or through College has greatly contributed to my effort and the conception and/or actualization to practice of discoveries, invention, development of apparatus, or software and/or the creation of related documentation, data, reports (hereinafter referred to as proprietary information).

In consideration of my employment/association with and/or studies in the College; and in order to settle in advance any question regarding the ownership of any patent or copyright which may be granted to me, or the rights in any proprietary information which may be developed by me,

I agree that the College shall own any proprietary information that is conceived by me, either solely or jointly with others, during the course of my employment/association and/or through the use of facilities and/or equipment of the College, whether made during my usual working hours or otherwise, and the College also shall own any patents or copyrights relating to such proprietary information. I further agree

that I will promptly and fully disclose such proprietary information to the College.

I will co-operate with the College in making application for Tanzania and foreign patents or copyright at the request of and at the expenses of the College should it determine, in its sole discretion, that an application is warranted. I will do all acts required to assist the College in obtaining, maintaining, and enforcing patents and copyrights or other protecting proprietary interests in programs and software systems and in otherwise protecting proprietary information in any and all countries, all to be done without further compensation to me other than reimbursement for direct expenses in providing such assistance.

Upon request of the College, I will assign DRC office all proprietary information and/or application for patents and/or copyrights issued on such proprietary information based on my disclosure, with full rights, powers and privileges of ownership. The College may:

- a) Determine in its sole discretion that the ownership of the proprietary information will not be retained by the College and will notify me of the relinquishment of its rights to me;
- b) Notify me that the proprietary information will be accepted on a provisional basis;
- c) Accept the proprietary information.

The DRC may assign the ownership of the proprietary information and/or application, patent, or copyright on such proprietary information back to me should it determine, in its discretion, that further expenses for development is unwarranted. I, the Employee/The Collaborator hereby certify that I have read and understood the provisions of the KCMUCo Intellectual Property Policy 2015.

SIGNED and SEALED on behalf and for the College this.....Day of2015

Signature:

Name:

Address:.....

Position:

**SIGNED and SEALED on behalf and for Collaborator's/Employee
this... Day of2015**

Signature:

Name:

Address:.....

Position: