

**AL-MAKTOUM COLLEGE OF ENGINEERING AND TECHNOLOGY
(AMCET)**



INTELLECTUAL PROPERTY POLICY AND GUIDELINES (2020)

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EXECUTIVE SUMMARY

The Intellectual Property Rights Policy sets out the conditions, criteria and procedure for intellectual property generation and commercial exploitation at Al-Maktoum College of Engineering and Technology. The Policy has been developed as an intervention of the limitations that the College has faced for several years. The College had no Intellectual Property Policy since it was established in 2010. Lack of appropriate policy in the field of intellectual property has denied Al-Maktoum College an appropriate environment to advance in new frontiers of innovations, besides the establishment of an Innovation Hub in the year 2016. In particular, there has been a lack of certainties with regard to the ownership of intellectual property generated by staff in the course of their employment, students in the course of their studies and projects that involved third parties. Similarly, most of the results of research as well as innovations that have significant commercial value, have never been commercially exploited for lack of an appropriate policy on how such commercialization could be done and how the benefits could be shared among the relevant parties who contributed to generate the intellectual property.

Funding constraints to support research and innovations which are central to the creation of intellectual property have also been partly attributed to lack of an appropriate policy. Third party sponsors and industries have not been motivated to grant funds to College largely due to the weak link between the College and the industries in terms of the needs of each side and benefits that each would derive from collaborations. The Policy recognizes the central role and commercial value that intellectual property holds at AMCET.

The purpose of this Policy is to create an environment that may encourage and support those who wish to create or exploit such products to do so. The expectation is that by acting as an incentive, implementation of the IP Policy shall encourage innovation, invention and creativity among both staff and students for the public good, and when commercialized, generate income for the innovator/inventor and the College. Therefore, Al-Maktoum College shall endeavour to foster the development of its innovations, inventions and discoveries through patenting and licensing to industry in particular and generally to the private sector.

This Policy therefore, addresses issues related to ownership, protection and commercialization of intellectual property and innovations/inventions created by the staff, students and visiting innovators/entrepreneurs, including reward to intellectual property creators and innovators while protecting the College against unwarranted risks. The IP Policy is in line with the relevant national laws that govern intellectual property namely the Copyrights and Neighboring Rights Act, Cap.218 R.E 2002, and Patent (Registration) Act, Cap.217 R.E 2002. To this end, nothing in this Policy overrides provisions of prevailing national law on intellectual property.

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ABBREVIATIONS

AMCET	Al-Maktoum College of Engineering and Technology
DPARC	Deputy Principal (Academic, Research and Consultancy)
HRIC	Head of Research, Innovation and Consultancy
IP	Intellectual Property
IPR	Intellectual Property Rights
RICC	Research, Innovation and Consultancy Committee
R&D	Research and Development

CHAPTER 1: THE INTELLECTUAL PROPERTY POLICY

1.1 Introduction

Al-Maktoum College of Engineering and Technology (AMCET) is fully registered and accredited by the National Council for Technical Education (NACTE) under registration number REG/EOS/039 to offer Engineering and Other Sciences programmes at Ordinary Diploma (NTA Levels 4, 5 and 6). The College is also registered by the Vocational Education and Training Authority (VETA) under registration number VET/DSM/PR/2014/B/090 to offer vocational level programmes.

The College was established in the year 2010, and has been growing from offering one Basic Technician Certificate programme in Information Technology, to offering four Ordinary Diploma programmes, and three Vocational programmes by 2020. The College recognizes that the increase in students' and staff research and innovation activities raises new and complex issues relating to proper and reasonable distribution of rewards and obligations. Making it necessary to have systems in place to properly manage intellectual property affairs.

AMCET has therefore developed this Intellectual Property Policy and Guidelines to enable the following:

- (i) Provide guidelines that can be consistently applied to facilitate commercialization of research and innovation/invention outputs;
- (ii) Encourage the development of innovations, inventions and other intellectual creations for the best interest of the public, the creator, and the research/innovation sponsor where necessary; and
- (iii) Provide equitable solutions on IP matters relating to the conduct of research or project implementation, technology transfer and commercialization of products.

1.2 AMCET Vision

To become a leading provider of technical education in Eastern Africa.

1.3 AMCET Mission

To provide technical and vocational education in engineering and technology embedded with ethical values.

1.4 AMCET Core Values

AMCET core values are enshrined in Teamwork, Accountability, Quality, Wisdom and Innovation.

1.5 Definition of Key Terms

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

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

College means Al-Maktoum College of Engineering and Technology.

College resources defines all tangible resources provided by the College to researchers or innovators including facilities such as offices, laboratories, studio space and equipment; computer hardware and software; support and secretarial services; supplies; utilities; and funding and reimbursement for research, innovation and teaching activities, including travel.

Company means a corporation or a business enterprise.

Confidentiality Agreement means a separate agreement between disclosing and recipient parties or a term in a Research Contract or License Agreement.

Confidential Disclosure means sharing of proprietary Information (such as the description of an innovation or 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 means two or more goals are advanced simultaneously, placing them in potential conflict with each other;

Copyright means 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 means 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, multimedia presentations, web content and course software;

Creator means person or persons, who may be academic or non-academic staff or students, either innovators or inventors or those who do not meet established legal standards of innovation/invention and thus may not be named on a Patent application, but who have participated in the creation or authorship of an innovation/invention, discovery or advancement of some technology.

Creator's Laboratory means College facilities, providing the means and opportunity for experimentation, observation and/or practice in the creator's particular field of study.

Creative commons means 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.

Derivative work means 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 means the description of an innovation, in a Patent application or Publication, which could allow a person skilled in the art to replicate the innovation.

Escrow 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 means 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.

Industrial design means 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 a pattern for an industrial product or handicraft.

Industrial property means 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.

Intellectual Property means all statutory and other proprietary rights (including rights to require information to be kept confidential) in respect of innovations, 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 innovations and the rights of the public to access those innovations; to promote innovation and creativity and the dissemination and application of its results, and encourage fair trading which would contribute to economic and social development.

Invention means a unique or novel device, method, composition or process that involves creation of new idea, creative thoughts, new imaginations in form of device or method in which its translation to practice 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 new design in connection with the production or manufacture of an article.

Innovation means the creation, development and implementation of a new product, process or service, with the aim of improving efficiency, effectiveness or competitive advantage. It implies any improvement upon existing processes or systems that are industrially useful or that have commercial potential. Innovation is often also viewed as the application of better solutions that meet new requirements, unarticulated needs, or existing market needs.

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

Innovator or Inventor means the person(s) responsible for the conception, ideas, and content of innovations or 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 innovators or inventors unless they have evidentially and substantially influenced the original or novel aspects of the works.

Know-how means any methods, techniques, processes, discoveries, Innovation or Inventions, non-patentable processes, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information.

License means 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.

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 innovators and creators and is distributed in accordance with the College Policy.

Patent means a grant giving the owner of an Innovation or Invention, covered by the Patent, the right to exclude all others from making, using, selling or importing the Innovation or Invention in the country.

Policy means the College's "Intellectual Property Policy and Guidelines" as may be amended from time to time.

Publication as related to Innovations or Inventions and Patents, is a public Enabling Disclosure of an Innovation or Invention, and may be verbal or printed. Printed Publications include abstracts, 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 and the College students.
- (ii) any persons, including visiting students and AMCET Innovation Hub interns or members, 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 means 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; 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 whether or not patentable or copyrightable.

Trademark means 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 either innovation, invention or discovery. Unlike Patents and Copyrights, marks can exist for an indefinite time.

Trade Secret consists 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 publicly known, which is useful in an enterprise and that confers competitive advantage on one having a right to use such information.

1.6 Intellectual Property Policy Rationale

There is a need for the College to have an Intellectual Property Policy to:

- (i) Protect the interests of the College and other relevant parties;
- (ii) Promote demand driven research and innovation;
- (iii) Take care of the conflicting interests of the various stakeholders;
- (iv) Promote creativity and innovation;
- (v) Expedite knowledge and technology transfer;
- (vi) Ensure equitable sharing of commercial benefits of research and innovation;
- (vii) Spell out obligations of all stakeholders in IP generation and commercialization; and
- (viii) Expedite commercialization of research outcomes, innovations and inventions through incubation and industrial collaborations.

1.7 Policy Mission

To create awareness of Intellectual Property Rights, promote creativity and facilitate development of viable innovations and inventions for social and economic development.

1.8 Policy Objectives

The Policy has the following objectives:

- a) To create awareness within the College community on Intellectual Property Rights and its importance;
- b) To optimize the environment and incentives necessary for research, innovation, inventions and for 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, creators, innovators, collaborators, research sponsors and the public;
- e) To encourage innovation and invention disclosures and protection;
- f) To ensure fair and equitable distribution of all benefits accruing from all innovations 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, innovations, 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., innovators, inventors, developers, and authors) and their sponsors with respect to innovations, inventions, discoveries and works created within the scope of this Policy;
 - 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 institution; and
 - 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.

1.9 Ownership of Intellectual Property

1.9.1 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 and private grants and contracts. Effective dissemination and commercialization of such innovations, inventions and/or technology may therefore require protection and licensing of the College IP. The College shall therefore manage its IP through the Head of Research, Innovation and Consultancy (HRIC). 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/workshop notebooks, 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 HRIC, assignments or other documents necessary to protect College ownership rights. Generally, creators and research investigators will retain custody of tangible research property within the scope of this Policy. The threshold of use of College resources entitling the College to

claim ownership of IP pursuant to this Clause shall be determined in accordance to a criteria laid down in this Policy and Guidelines.

- 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 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/she 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 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.

- d) According to the terms of such agreements, Section 1.9.1(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, innovation or invention 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 used College resources in connection with his/her research activity;
 - (iii) The research, innovation or invention has been funded by a sponsor under a grant or sponsored research agreement, or is subject to 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 projects, 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 project, in whatever form, electronic or otherwise;
- 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 Innovator/Inventor as set out in this Policy.

(6) Student Final Year Project

- a) Ownership of the copyright for students’ final year projects shall initially belong to the College subject to any agreement with external parties.
- b) If a project contains information on an innovation or invention that may be patentable, the project may be required to be withheld in accordance with the procedures below:
 - (i) The Department may withhold public access to the Student’s project containing information on patentable innovation or invention until such time a patent application is filed by the HRIC;
 - (ii) If the HRIC decides to not pursue a patent protection, the project may be released in accordance with procedures adopted by the College;
 - (iii) If the Innovator/Inventor request a return of the IP and wishes to pursue patent protection for the innovation or invention himself/herself, the Innovator/ Inventor may request that the Department withholds the project 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 Innovator/Inventor or any other third party should be made in the first instance to the HRIC.

1.9.2 Exceptions to the General Statement of Ownership

- (1) The creator or innovator 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 written by students, or projects created by students to earn credit in the College courses or otherwise to satisfy academic award requirements.

1.9.3 Other Ownership Options

- a) Upon mutual agreement, an innovator or inventor may assign IP he/she would otherwise own under this Policy to the College, to be managed by HRIC. Innovators or inventors may dedicate their College owned innovations or 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 innovator upon request to the extent permitted by law. In this case the College shall notify the creator/innovator 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 innovation or invention is assigned to the innovator/ inventor, the College shall retain the right to a nonexclusive, non-transferable, irrevocable, royalty-free worldwide license on the innovation or 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 Innovator/Inventor from the commercialization of the IP. For electronic materials, no department, 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 Innovator/Inventor; however, it reserves the right to delay exploitation where it is in its interest to do so.

1.9.4 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.

1.10 Responsibilities Associated with Intellectual Property

College Responsibilities associated with IP:

- (1) The College recognizes that the teaching, research, innovation and consultancy are core mandates of the College. For that reason, it shall encourage promotion of IP, and therefore 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 HRIC'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 the RICC 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, creators and users 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 this 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 innovations, 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 interests in the IP;
- d) Abide by all commitments made in license, sponsored research and other agreements;
- e) Promptly disclose all potential conflicts of interest to the HRIC;
- f) Provide such assistance as may be necessary throughout the technology transfer process to realize the goals and objectives set forth in this Policy and Guidelines;
- g) Should properly consider, disclose and manage any possible conflicts of interest arising out of agreements to commercialize IP. The creator should work with HRIC's office to resolve such conflicts.

CHAPTER 2: GUIDELINES

2.1 IP Administration

Oversight of Technology Transfer Activities:

- (1) Research, Innovation and Consultancy Committee (RICC):
The RICC shall comprise of the DPARC, HRIC, Heads of Academic Departments, Innovation Hub Manager, Librarian, and two students' representatives. The monitoring of the Intellectual Property Rights shall be executed by the RICC. The committee shall pay particular attention to the technology transfer, budget, resolution of disputes and the distribution of IP income and benefits. This committee shall make recommendations to the Principal.
- (2) Functions of the RICC in relation to IP Rights:
It is the responsibility of RICC to:
 - a) Serve as the oversight committee that will monitor the implementation and management of the College's IP Policy by the HRIC Office;
 - b) Verify that the HRIC 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 RICC, such matter shall be referred to the College Principal, and thereafter the Governing Board for final decision;
 - d) Review annually the financial situation related to IP and Technology transfer with particular attention on expenditure, share of IP income and College's share of costs incurred from research agreements;
 - e) Provide advice to the Principal regarding disputes between creators and the College;
 - f) Review and possibly recommend to the Principal adjustment of plans for the division of IP income after every three years;
 - g) Review and endorse license agreements negotiated by the HRIC Office and periodically review the patent management and licensing practices of the College.
- (3) Creation of the Head of Research, Innovation and Consultancy (HRIC) Office:
HRIC Office shall be created with the following functions and responsibilities:
 - a) Administer implementation of the IP Policy and the day to day IP administration;
 - b) Evaluate the potential of the works and/or innovations 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 and other IP owners 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 relevant authorities in Tanzania and or abroad 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 technologies; and
- h) Negotiate all license agreements for the College's IP.

2.2 Disclosure, Evaluation and Commercialization

Intellectual Property Disclosure, Evaluation and Commercialization:

- (1) Disclosure - If an Innovator/Inventor has developed an IP, the ownership of which is vested in the College in Section 1.9, or pursuant to any obligation to disclose such IP under any agreement the College may have with an external party, the Innovator/Inventor(s) must promptly disclose the full details of the IP to the HRIC by submitting in writing an Intellectual Property Disclosure Form, if the College has ownership interests. The Innovator/Inventor shall consult the HRIC with respect to their duties to disclose innovations or inventions and the manner and timeliness with which such disclosures should be made to the HRIC.
 - a) Sponsored Programs - the terms of sponsored research and other agreements normally create obligations with respect to the reporting of innovations, inventions, technical data, and copyrightable works. In particular, innovations or inventions, discoveries and copyrightable works developed under sponsored research should be promptly disclosed to the HRIC. Reporting to private sponsors can be accomplished directly by the Researcher or Creator. Reporting required actions by the government shall be done by the HRIC. Innovation or inventions 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 HRIC. Technology that is not developed under sponsored research or with the use of significant College resources need not be disclosed to HRIC unless the Creator desires HRIC'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 HRIC in writing, on a Disclosure form which will be created and can be obtained from the HRIC'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 innovation or invention.
 - (ii) The Creator(s) should also disclose any publication or submission for publication, or public use of the innovation or invention.
 - (iii) All Innovators/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 HRIC in a timely manner of any developments involving publication, sale or use of which they become aware after the initial disclosure.
 - (v) Researchers and innovators, including employees, students and visiting researchers are obliged to disclose all IP falling within scope of Section 1.9 to the HRIC.

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

- (3) Incomplete disclosure - in the case of incomplete disclosure, the form may be sent back to the Innovator/Inventor(s) requesting additional information. The date of disclosure shall be the day on which the HRIC receives the full disclosure signed by all innovators/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 HRIC and the claim or question clearly stated. The College, through the HRIC'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 Principal. The party aggrieved by the decision of the Principal shall lodge his/her appeal within ninety (90) days to the Governing Board for a final determination.

- (5) Evaluation of IP for Protection and Commercial Development
The HRIC's office shall evaluate the innovations/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 be funded by the HRIC.
- a) Copyright - the HRIC shall review copyrightable College IP disclosed to it. In other instances, the HRIC 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 HRIC.
 - b) Patents - the HRIC shall review innovation/invention disclosures and may consult with the Innovator/Inventor(s) and others as necessary to investigate the patentability and commercial potential of innovations/inventions. The HRIC shall also assist in determining whether a patent application should be filed.
 - c) Other types of protection - the HRIC shall review innovations/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 HRIC may consult with other College Personnel or independent experts who are competent in the field to assist in the evaluation if appropriate or necessary.
- (7) The HRIC shall, within three (3) months from the date of receipt of the Disclosure Form, confirm in writing to the Innovator/Inventor(s) whether or not the College will pursue patenting and/or commercialization of the IP, subject to any obligations that may be owed to external parties. Failure of the HRIC to act within the period as stated herein, the Innovator(s) shall file a complaint on the matter to the DPARC and the matter shall be discussed and given decision by the RICC within one (1) month from receiving the complaint.
- (8) The HRIC generally will seek patent protection in order to pursue commercialization of the innovation/invention and/or protect scientifically meritorious innovations/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 HRIC 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 Innovator/Inventor(s) shall at all times maintain confidential, the details of the innovation/invention in accordance with the Confidentiality policy set out in Section 3.2

(6), in particular during the period when the HRIC is assessing the viability of commercialization and/or patenting of the innovation/invention. Any publication (even verbal disclosure) which describes an innovation/invention prior to filing for a patent may jeopardize the patenting process. During the evaluation process, the Innovator/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 Innovator/Inventor(s)

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

- a) The HRIC has informed the Innovator/Inventor(s) that it does not wish to pursue the commercial exploitation and patenting of the IP; or
- b) 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 HRIC and the Creator(s), shall closely cooperate with each other, share the responsibility for disclosing innovations, 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 HRIC 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 the College decision. The strategy will outline the tasks of each concerned party in the commercialization process and establish deadlines for the specific actions.
- c) The HRIC shall be responsible for carrying out the commercialization plan and it shall submit specific proposals, such as draft agreements or business plans, to the Principal 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 the RICC, 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 the HRIC for implementation. IP not falling within the scope of Section 1.9 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 or not. If the College decides to undertake the protection and commercialization of the IP, the rules set out in this Policy shall apply.
- g) 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.
- h) 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 HRIC 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 RICC 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 HRIC 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 HRIC 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, researchers and donors using agreement forms available in the HRIC 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 websites where authentication is required. If the course instructors find it necessary to email

copyrighted material to students and other stakeholders, this should apply to enrolled students or College faculty and staff only.

(14) Commercial Interactions

- 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:
 - Consulting Agreements;
 - Research Agreements; or
 - 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 the 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/Innovation 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 or sponsor 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.
- d) 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) 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.
- e) 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.
- f) Warranties - as the research is only conducted on a reasonable effort 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, visiting researchers 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 innovations/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 innovators or inventors will mutually agree on the formula to be used for sharing of the innovations/inventions.
- b) The Creator's share shall be Sixty percent (60%) and the College forty percent (40%) of net income. The College income shall be shared with respective Departments or Units as follows:
 - 50% to the Department or Unit; and
 - 50% to the College administration.
- c) It is recognized that the HRIC's office has an important role including negotiating research agreements in addition to technology transfer agreements. The College administration and individual departments/units should contribute to the annual support necessary to enable the HRIC's office to continue in this role. It is recommended that the HRIC receive annual support equivalent to 10% of income received by the College administration and Department or Unit from research support negotiated by the HRIC's office.
- d) A plan for the division of IP and income consistent with the above recommendations shall be prepared and reviewed by the RICC. After review, the DPARC may recommend to the Principal adjustments or amendments to the plan for division then in force.

CHAPTER 3: GENERAL OBLIGATIONS

3.1 Conflict of Interest

- (1) A Researcher's, Innovator's or inventor's primary commitment of time and intellectual contributions as an employee or student of the College should be to the education, research and academic programs of the College.
- (2) It is the responsibility of each Researcher, Innovator or Inventor 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 terms of any agreement entered into will not infringe onto the Researcher's obligations to the College.

To minimize or prevent conflict of interest situations, especially with regard to the transfer of technology to industry, College staff and students must make full and honest disclosure to, and seek approval of, the HRIC 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;
- 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.

3.2 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 HRIC 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 RICC 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 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 predicated 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.

CHAPTER 4: GENERAL PROVISIONS

4.1 Dispute Resolution

Any disputed issues related to IP or the interpretation of the College IP Policy and Guidelines, shall be received and reviewed by the DPARC through the RICC. Any disputed issues that cannot be resolved by the DPARC shall be referred to the Principal. The Principal should refer disputed issues to the Governing Board for its decision. The College Governing Board is the final arbiter of any disputed issues related to IP, income distribution or the interpretation of the Policy.

4.2 Reports to the Governing Board

The Principal shall report annually to the Governing Board on the 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 RICC.

4.3 Amendment of the Policy and Guidelines

The Principal may recommend to the Governing Board for approval of amendment to this Policy and Guidelines upon recommendation by the RICC.

4.4 Breach of the Policy and Guidelines

Breach of the provisions of this Policy and Guidelines shall be dealt with under the normal procedures of the College in accordance with the relevant provisions of law, College regulations and Code of Ethics. Any violation of these policies shall be considered as a disciplinary offense.

4.5 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.

4.6 Authentication

This Policy and Guidelines was approved by the Governing Board of Al-Maktoum College of Engineering and Technology at the Meeting held on October 2020.

FIRST SCHEDULE: AMCET INTELLECTUAL PROPERTY AGREEMENT

I understand that my duties as employee/student/collaborator of AMCET 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, innovation, 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 part of any proprietary information that is conceived by me, either solely or jointly with others, during the course of my employment or studies 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 part of 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 cooperate with the College in making applications 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 the HRIC 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 HRIC 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/Student/the Collaborator hereby certify that I have read and understood the provisions of the AMCET Intellectual Property Policy 2020.

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

.....

Signature:

Name:

Address:.....

Position:

SIGNED and SEALED on behalf and for Collaborator/Employee/Student this Day of

.....

Signature:

Name:

Address:.....

Position: