



**ADDIS ABABA UNIVERSITY**

**INTELLECTUAL PROPERTY RIGHT POLICY**

**February 2015**

## **Section I: Introduction**

Addis Ababa University (hereinafter the “AAU” or “the University”) is a leader in research and innovation in the country, dedicated for a wider dissemination of research findings and transfer of knowledge across the nation. The University conducts research in the pursuit of knowledge for enriching the minds and lives of University staff and students, and for the benefit of society as a whole. The output of research is intellectual property (IP) which manifests itself in such ways as new (or substantially improved) knowledge, products, services, materials, processes, designs, and artistic works. Within an environment in which ideas are often freely shared, this Policy aims to ensure that, where desirable, the University captures and harnesses the value of its IP. It also aims to provide incentives for staff and students to create valuable IP and, where they do so, to reward their innovation. The University wishes to ensure that the IP arising from the creativity of its staff, students and other affiliates, and through the use of its resources is protected and used for the benefit of all. There is actual potential to attract additional income for staff, students and the university from the commercialization of intellectual property. Hence, the protection and appropriate commercialization of IP at the university is in everyone’s best interest.

AAU largely depends on financial support primarily from the government and from local and international partners for its research activities. Consistent with this premise, the University seeks to ensure that any concomitant IP is administered and protected in the interest of the parties involved and the public in general. As AAU becomes increasingly active in research, technology transfer, and as its staff and students actively participate in ensuing entrepreneurial efforts, there is a need for it to promulgate a policy on IP. Hence, this policy is contrived to fulfill the objectives set out under section II of this policy by formulating standards for ascertaining the rights and obligations of the AAU, the creators of IP, sponsors, partners and others with respect to inventions, discoveries and works created at AAU. The IP Policy seeks to provide guidelines that can be consistently applied to facilitate the commercialization of research outputs and to arrive at equitable solutions to possible IP issues relating to the conduct of research, technology transfer and commercialization.

## **SECTION II: OBJECTIVES OF THE POLICY**

The prompt and appropriate spreading of the University’s research outcomes and the free exchange of information among scholars are essential to the attainment of the University's obligations as a leading institution committed to excellence in education and research within the country. Thus, in the process of protecting the interests of the University and all its members, this policy aspires to achieve the following objectives:

- promote, support, protect and disseminate scientific investigations and research which are beneficial for the steady progress of invention, innovation and creativity thereby promoting science and technology in the country;
- recognize the creative contribution of staff (teaching and non- teaching ) and students and establish standards for determining the rights and obligations of AAU and creators of IP;

- inform members of the AAU community of their rights and obligations relating to IP created in the course of conducting university activities;
- facilitate the transfer of technology from AAU to industry in order that research conducted at the University results in applications that would benefit the public;
- create an environment that encourages and expedites the dissemination of discoveries, inventions, creations and new knowledge generated by researchers for the greatest public benefit;
- provide appropriate, fair and mutually beneficial incentive-structure to reward the University and members of its community from the commercialization of IP under this IP Policy; and
- heighten the prestige of AAU as an academic research institution and as a member of the society by pursuing the highest ideals of innovation and creativity and by bestowing the benefits that accrue on the AAU community and society.

### **SECTION III: DEFINITIONS OF TERMS AND EXPRESSIONS**

For the purposes of this policy, the following definitions shall apply.

#### **3.1. 'Intellectual property' means:**

- (a) any proprietary right which arises under, or is capable of being obtained under, legislation relating to copyright, patents, utility models, industrial designs, trade marks, or plant varieties; and
- (b) other intellectual property, including know-how, trade secrets and confidential information which can be protected by the laws of unfair competition; and includes such rights to the extent that they are added to or varied from time to time by amendments to relevant legislation.

**3.2. 'Invention'** means and includes any new and useful, or new and useful improvement of, a process, machine, product or other manufactured item or composition of matter, whether or not it is patentable and whether or not it has been reduced to writing or any other physical form of expression, and includes any related know-how and any documents, computer software or other medium in which any such invention is described or comprised.

**3.3. 'Inventor'** is any person who creates intellectual property.

**3.4. 'Office of Vice President for Research and Technology Transfer'** is the office of the University established under the AAU Senate legislation

**3.5. 'Researcher'** means someone who is a Member of the University and whose appointment contemplates that he/she will conduct research and be responsible for the publication or other dissemination of the results of that research or be responsible for teaching of Students.

**3.6. 'Staff'** includes anyone who:

- (a) is a member of the University Teaching Staff
- (b) is an employee of any type of the University;
- (c) holds any other type of office or privileges at any of the units of the University; or
- (d) is a Student at any of the Institutions.

**3.7. 'Student'** includes:

- (a) a University Student;
- (b) a person following a program at any unit of the University; and
- (c) anyone else who is engaged in a course of study at any unit of the University.

**3.8. 'Sui generis'** refers to a special form of protection regime outside the existing frame work of intellectual property rights specially tailored to meet special need; examples include database protection, plant variety rights.

**3.9. 'University' or 'the University'** means Addis Ababa University, or to its units, as appropriate.

**3.10. 'University Affiliated persons'** means AAU students, teaching staff and other employees, including visitors participating in AAU programs or projects.

**3.11. 'University-Industry Linkage and Technology Transfer Office'** is the office of the University established under the office of vice president for Research and Technology transfer and lead by a director.

#### **SECTION IV: POLICY APPLICATION AND COVERAGE**

##### **4.1. Personnel Covered**

This university-wide policy applies to staff (teaching or non-teaching), students (undergraduates, graduates & postgraduates), visitors (including postdoctoral & research fellows) and other non-employees who participate in research and other projects of AAU.

##### **4.2. Intellectual Property Covered**

This Policy will cover and applies to the following of IPRs: -

###### **4.2.1. PATENTS**

Patent is an exclusive right granted for an invention, which could relate to a product or a process that provides a new way of doing something, or offers a new technical solution to a problem. A patent entitles control over exploitation of one's invention in exchange for disclosure of technical information which later becomes part of the public domain. *Inventions, Minor inventions and Industrial designs Proclamation No.123/1995 (hereinafter Inventions, Minor inventions and Industrial design proclamation)* governs patents in Ethiopia. Under this Proclamation, to be eligible for a patent the invention should be new, industrially applicable and involves an inventive step. The invention should also be disclosed in a manner sufficiently clear and complete for the invention to be carried out by a person having ordinary skill in the art. Patent protection lasts for 15 years with a possibility of five years of extension provided that the patent is being properly worked in Ethiopia.

#### **4.2.2. UTILITY MODEL**

Utility models are minor inventions that do not meet all the requirements of patentability but have some practical use. Under *Inventions, Minor inventions and Industrial designs proclamation*, a minor invention that possesses novelty and industrial applicability could be protected by a utility model certificate. The inclusion of utility models into the IP system of nations such as Ethiopia has the primary objective of encouraging, recognizing and nurturing minor inventions particularly by small and medium-scale enterprises and private persons.

#### **4.2.3. INDUSTRIAL DESIGNS**

An industrial design is the ornamental or aesthetic appearance of an article. It 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 a product of industry or handicraft and can serve as a pattern for a product of industry or handicraft. Industrial design will acquire protection if it is new and has practical application. Pursuant to *Inventions, Minor inventions and Industrial design proclamation*, the duration of protection for industrial designs is five years period with a possibility of two five years extensions where there is proof that the industrial design is being used in Ethiopia.

#### **4.2.4. COPYRIGHT AND NEIGHBORING RIGHTS**

##### **4.2.4.1. COPYRIGHT**

Copyright covers works in the literary, artistic and scientific field such as printed material, computer software or computer databases, audio and visual materials, lecture or clinical notes, teaching aids, flexible or distance learning materials, computer generated works, circuit diagrams, architectural and engineering plans or drawings, musical or dramatic compositions, choreographic works, pictorial, graphic works etc. The law governing copyright in Ethiopia is the Proclamation for the Protection of Copyright and Neighboring Rights, Proclamation No.410/2004 (hereinafter the Copyright and Neighboring rights Proclamation) defines copyright as an economic right subsisting in a work and where appropriate includes moral right of an author. Copyright does not have to be registered: it is a right available automatically to an author of a work. However, for a work to be protected by copyright law, it must be original and fixed. Under the Copyright and Neighboring Rights Proclamation, economic rights in relation to a copyrightable work shall belong to the author during his lifetime and to the heirs/legatees for fifty years from the date of death of the author. Unlike economic rights which can be bestowed upon on persons other than the original author, moral rights can only belong to the author (a natural person) or his heirs/legatees.

##### **4.2.4.2. NEIGHBORING RIGHTS**

Neighboring rights (also known as related rights) are the rights of performers, producers of sound recordings, broadcasting organizations over their works. They are rights extended to non-authors who are closely connected to the production of the copyrightable work. The duration of protection varies among

these rights. Relevant provisions of Copyright and Neighboring Rights Proclamation are applicable to the rights granted, duration and limitations imposed on these rights.

#### **4.2.5. TRADEMARKS**

A trademark is a distinctive sign capable of distinguishing certain goods or services of one person from those of others and includes; words, designs, letters, numerals, colors or the shape of goods or their packaging or the combinations thereof. A trademark affords protection to the owner of the mark by ensuring his exclusive right to use the mark and excluding third parties from using the same or confusingly similar marks without authorization. Under *Ethiopian Trademark registration and protection Proclamation No.501/2006 (hereinafter the Trademark Proclamation)*, ownership of trademark arises in principle upon registration of the mark/sign with the Ethiopian Intellectual Property Office (EIPO) or from the use of the mark in the market for a long period time. Under the Trademark Proclamation, trademark protection lasts for 7 years from the date of registration with unlimited renewals upon the expiration of each 7 years period.

#### **4.2.6. PLANT BREEDER'S RIGHT/ NEW PLANT VARIETY**

Plant breeder's right (PBR), also known as "plant variety protection", is an independent *sui generis* form of protection, tailored to protect new plant varieties and has certain features in common with other IPRs. The Proclamation to provide for Plant Breeder's Right, Proclamation No. 481/2006 (hereinafter the Plant Breeder Proclamation) governs plant variety protection in Ethiopia. For a variety to be protected under the Plant Breeder Proclamation, it must be novel, distinct, uniform and stable, and must have a suitable denomination. The titleholder has the right to sell, including the right to license other persons to sell, the seed or propagating material of the protected variety; and produce, including the right to license other persons to produce, propagating material of the protected variety for sale. A plant breeder's right lasts for a period of 20 years in the case of annual crops, and 25 year in the case of trees, vines and other perennial trees from the date the successful application for a plant breeders' right was accepted.

#### **4.2.7. TRADE SECRETS**

Trade secrets consist of confidential data, information or compilations created or used in research, business, commerce or industry. The information may include confidential scientific and technical data and business; commercial or financial information not publicly known and confers competitive advantage to an enterprise or a trader. Trade secret information may be disclosed or shared under the terms of a confidentiality agreement. The unauthorized use of such information by persons other than the holder is regarded as an unfair practice and a violation of the trade secret. Trade secrets in the form of know-how may be vital to the working of patented inventions and other innovations. In Ethiopia trade secrets are protected by the Trade Practices and Consumer Protection Proclamation, Proclamation No 685/2010, the Civil Code of Ethiopia and the Commercial Code of Ethiopia.

#### **4.2.8. TANGIBLE RESEARCH PROPERTY**

The term tangible research property refers to those research results which are in a tangible form as distinct from intangible (or intellectual) property. This is anything having a physical embodiment irrespective of whether it is patentable or copyrightable. Examples of tangible property include integrated circuit chips, biological organisms, engineering prototypes, engineering drawings, cell lines, software, devices, and other property which can be physically distributed. Pertinent provisions of the 1960 Civil Code, on property and contracts, will be applicable to tangible research property in Ethiopia.

## **SECTION V: OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

Ownership of IPRs in inventions, copyrightable works, industrial designs and tangible research property created by AAU students, staff and others, including visitors participating in AAU programs or projects involving AAU in any way, shall be determined as follows:

### **5.1. INVENTIONS**

#### **5.1.1. Ownership by AAU**

Patents, utility models and industrial designs (collectively referred as 'industrial property') in any invention that is made, designed, discovered, created, or developed by AAU students, teaching staff and other employees, including visitors participating in AAU programs or projects (collectively to be referred to as 'University affiliated persons') shall be owned by AAU when:

- i. the invention was developed with significant use of AAU resources; or
- ii. the invention was developed in the course of or pursuant to employment or service contract or when it is a work commissioned by the AAU; or
- iii. in cases other than the above, pursuant to agreements which confer ownership of the industrial property on AAU.

##### **5.1.1.1. Significant use of AAU Resources**

5.1.1.1.1. A use by any University affiliated person shall be regarded as significant when it is made possible or results from a project fully funded by the AAU or any of its divisions or when it can be deemed to have been impossible to achieve without the use of other resources of the AAU such as data, materials, equipments, devices or facilities.

5.1.1.1.2. A use by any University affiliated person shall not be regarded as significant in the following cases;

- a) Use of personal computers and laptops owned by the AAU;
- b) Secretarial services provided by other University affiliated persons outside their working hours;
- c) Use of office space and premises of the AAU as such, and also the attendant uses of such resources as electricity and water;

- d) Use of such assets of the AAU as vehicles;
- e) Use of such payments as per diem, overtime and other related disbursement;
- f) Use of the libraries and archives.

5.1.1.1.3. A use shall be deemed significant if the invention was made during AAU working hours which the University affiliated person is duty bound to observe.

5.1.1.1.4. Where disputed, significant use shall be determined by University Industry Linkage and Technology Transfer office (hereinafter UILTTO).

#### 5.1.1.2. **Hired Work**

5.1.1.2.1. The AAU shall own all IPRs in inventions when made, created, conceived discovered or developed by any University affiliated person in the course of his employment duties. Such a person shall be deemed to have made the invention in the course of his employment duties when he has been employed, commissioned or otherwise contracted to engage in a specific assignment or to get engaged in and carry on research and development activities of a specific or general nature. Regular teaching staff members whose contracts bind them to engage in research shall automatically be regarded as such when they make inventions in the academic field they are hired and assigned for.

5.1.1.2.2. For purposes of the preceding, a University affiliated person shall be deemed to have been commissioned if he is, in a way different from what the law regards as employment relationship, assigned or deployed to engage in a specific assignment or to get engaged in and carry on research and development activities of a specific or general nature.

#### 5.1.2. **Sponsored Research**

5.1.2.1. Ownership of any industrial property on any invention that is made, discovered, or created in the course of research funded by a sponsor, including the government, pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of the grant or agreement, as approved by the AAU.

5.1.2.2. The terms of sponsored research agreements apply not only to inventions made by AAU faculty and staff, but also to those made by students and visitors, whether or not paid by AAU, who participate in performing research supported by such agreements.

5.1.2.3. In the absence of such agreement, the AAU shall assert ownership.

5.1.2.4. In cases where the research is sponsored through government funding, the government is entitled to non-exclusive, non-transferable, royalty-free, worldwide license on the invention.



### 5.1.3. Collaborative Research/Joint ownership

5.1.3.1. The Agreement establishing and/or organizing a joint exercise by the AAU and other third parties, for purposes of engaging in collaborative researches, shall determine industrial property ownership issues. Thus, where joint inventions result from such collaborative exercises, the Agreement shall principally be consulted to determine ownership issues.

5.1.3.2. The applicable law shall determine ownership where the agreement is silent. In cases when disputes may arise regarding ownership, UILTTO shall determine ownership.

5.1.3.3. Collaborative exercises by University affiliated persons with other third parties pursuant to personal efforts of such persons and without the formal involvement of the AAU or any of its divisions shall remain outside the regime of this Policy unless there was significant use of AAU resources as defined above, in which event the AAU shall assert ownership of industrial property that would have devolved upon the University affiliated persons by operation of the law or by agreement with the third parties.

### 5.1.4. Ownership by Inventor

5.1.4.1. University affiliated persons participating in AAU programs shall own the IP over inventions they make when **none** of the situations defined above for AAU-ownership or Sponsored-ownership of IP applies.

5.1.4.2. Specifically, students shall own all IP on inventions that they make, discover, create or develop in the course of their research unless:-

- a) The student has made significant use of AAU resources (as defined under section 5.1.1.1 of this policy)
- b) The research has been funded by a sponsor under a grant or sponsored research agreement (as defined under section 5.1.2. of this policy)
- c) The student received financial support from the University in the form of wages, salary, stipend or grant funds for research.

## 5.2. COPYRIGHTABLE AND RELATED WORKS

### 5.2.1. OWNERSHIP BY AAU

5.2.1.1. The copyright that arises in relation to works (where appropriate including exempted scholarly works- such as book chapters, peer reviewed articles and other works of scholarship-and computer programs) that are explicitly commissioned by AAU to University affiliated persons as part of their employment, studentship or other duties shall be owned by AAU, unless otherwise provided by written agreement between the author(s) and AAU.

5.2.1.2. For the purpose of this Policy, commissioned work shall have the same meaning as is given under article 2(12) of Copyright and Neighboring rights Proclamation.

5.2.1.3. A staff member shall be considered commissioned when any administrative unit of the AAU, such as School, Faculty or Department, lawfully decides to commission the work.

5.2.1.4. The AAU shall not assert ownership over copyright in scholarly or creative works, except where;

- a) the author has been engaged specifically by the AAU to create such work; or
- b) the relevant work is subject to an overriding contractual obligation AAU has with a third party and shall be governed in accordance with Section 5.3.3 of this Policy; or
- c) the relevant work relates to IP which is being commercialized such as patented invention or licensed Plant Breeder's Right

## 5.2.2. SPONSORED AND WORKS UNDER OTHER AGREEMENTS

5.2.2.1. Ownership of copyright (including exempted scholarly work) that is made, discovered, or created in the course of a research project funded by a sponsor pursuant to relevant research agreements, such as grantor agreements, materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, shall be governed by the terms of the grant or agreement, as approved by AAU. In the absence of such agreement, AAU shall assert ownership if by operation of the law ownership would have devolved upon the staff or other members assigned for the research project.

5.2.2.2. Ownership of copyright of a work that is made, discovered or created through funding from government shall be governed by the funding contract. In the absence of such contract, ownership of such work shall depend on the law governing copyright.

5.2.2.3. Where, by operation of the law, AAU becomes a joint owner of copyrightable materials with one or more individuals from other institutions or businesses entities and where income is shared between the participating entities, the copyright shall be jointly owned by the participating institutions.

5.2.2.4. All AAU standard contracts [shall] contain clauses relating to ownership of copyright as is the case for other types of IPRs.

## 5.2.3. INDEPENDENT WORKS

### 5.2.3.1. INDEPENDENT WORKS OF EMPLOYEES

5.2.3.1.1. A work made in the course of independent efforts of staff members (both teaching and non-teaching) shall be the property of the employee. For the purpose of this policy, a work shall be considered to have resulted from independent efforts where and when the ideas and the initiatives for the work came from the staff member, the work was not made with

the use of university support, and AAU is not held responsible for any opinions expressed in the work.

5.2.3.1.2. Where the work is not commissioned by AAU, it shall not assert ownership in the following works:

- a) Books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly study; and
- b) Works developed without the use of appreciable university support and used solely for the purpose of assisting or enhancing the employee's educational/teaching assignment.

#### **5.2.4. STUDENT WORKS**

5.2.4.1.1. The copyright originating from a student work (including thesis and dissertations), while undergoing and attending an academic program at AAU, unless there is a prior written agreement assigning the copyright to AAU, shall belong to the student. These will relate to all kinds of copyrightable materials subject to a royalty-free, non-exclusive, non-transferable license to AAU to make copies of dissertations or thesis as needed for academic or archival purposes of the University.

5.2.4.1.2. The texts of all student thesis and dissertations, and works derived from such works, are considered exempted Scholarly Works, hence owned by students as above provided, except where:

- a) the work is commissioned by a third party in the course of a scholarship/grant, competition, sponsorship, or any other specific project in relation to the curriculum and there is a contrary agreement in the Agreement establishing the scholarship/grant, competition, sponsorship, or any other specific project;
- b) a student is part of an incubator, or research team/centre;
- c) a student is in a work placement
- d) the student has received financial support from AAU in the form of wages, salary, stipend or grant funds for the particular research;

5.2.4.1.3. Under this policy, students are allowed to publish their thesis and dissertations unless they have agreed in writing to restrictions such as an embargo that preclude or delay publication

#### **5.2.5. NEIGHBORING RIGHTS**

Where relevant and applicable, ownership of creations related to AAU which result in neighboring rights, shall be governed in accordance with the stipulation of section 5.2 of this policy.

#### **5.2.6. MORAL RIGHTS**

- 5.2.6.1. Moral rights over copyrightable works belong to the original author(s) or his/her heirs or legatees
- 5.2.6.2. AAU recognizes and respects the moral rights of University affiliated persons, and will use its best efforts to ensure that those moral rights are respected by any third party having contractual relationship with it.
- 5.2.6.3. In relation to AAU commissioned works (including administrative and teaching materials) created by University affiliated person (s), AAU shall request the consent of the author (s) for any substantial alteration of such works.

### **5.3. TRADEMARKS**

Trademarks relating to goods and services developed at or in relation to AAU will be owned by AAU.

### **5.4. PUBLIC DOMAIN AND OPEN ACCESS**

- 5.4.1. Where consistent with AAU's obligations to third parties, and where it does not conflict with AAU's ownership of IP, University affiliated persons, through agreement with their school, faculty or department, and also when their co-inventors/authors, if any, agree, may request to have their inventions/works, be openly disseminated through royalty-free licenses, or may request that the inventions/works be put in the public domain.
- 5.4.2. In response to a request for placement in the public domain, AAU will weigh the advantages of improved access, the complexity of the work and whether or not it is ready for effective public use, whether its quality can be maintained, and the author's reasons for seeking this mode of dissemination.

## **SECTION VI AAU ORGANS RESPONSIBLE FOR THE ADMINISTRATION OF THIS POLICY**

### **6.1. ORGANS RESPONSIBLE**

The following organs of the AAU shall be responsible for the administration and implementation of this Policy.

- The Office of the Vice President for Research and Technology Transfer
- University – Industry Linkage and Technology Transfer Office
- University Units (including schools, faculties and departments)

#### **6.1.1. OFFICE OF VICE PRESIDENT FOR RESEARCH AND TECHNOLOGY TRANSFER**

For the proper implementation of this policy, the Vice President for research and Technology Transfer Office shall have the following responsibilities;

- 6.1.1.1. Establish and supervise the University- Industry Linkage and Technology Transfer Office, appoint a Director for this Office and support it with the necessary budget and manpower.

- 6.1.1.2. Deal with disputes that may arise in relation to the implementation of this Policy between the different parties.
- 6.1.1.3. Provide a comprehensive report annually to the Senate on University IP Management and Technology Transfer program.
- 6.1.1.4. Prepare and enact a University-wide Code of Ethics governing/safeguarding research and intellectual property rights.

**6.1.2. UNIVERSITY-INDUSTRY LINKAGE AND TECHNOLOGY TRANSFER Office**

University-industry linkage and Technology transfer office (UILTTO) shall be directly responsible for the implementation of this Policy; and as such it shall be responsible for facilitating the transfer of AAU technology for public use and benefit. The UILTTO evaluates, obtains proprietary protection for, and assists in the distribution of technology for research purposes and carry out other ancillary duties for the realization of these tasks and the realization of the objectives of this Policy. Therefore, the responsibilities of UILTTO include;

- 6.1.2.1. Provide such assistance as may be necessary throughout the technology transfer process to protect and effectuate transfer of IPRs, including assignment or transfer of IPRs to AAU, if necessary.
- 6.1.2.2. Assess the potential of IPRs and, particularly evaluate the commercial potential of inventions
- 6.1.2.3. Obtaining pertinent IP protection through application and processing, where the type of IP requires such.
- 6.1.2.4. Assist Heads of Schools, Faculties and/or Departments to ensure proper signing of Agreements relevant for the proper protection and commercialization of each IP, such as Participation Agreement, Material Transfer Agreement, Confidentiality Disclosure Agreement, etc.;
- 6.1.2.5. Receive disclosure of potential IP, on a Form of Disclosure to be prepared by it for the purpose, and analyze the disclosures and consider
  - 6.1.2.5.1. How the IP may be of benefit to AAU and contribute to the socio-economic needs and competitiveness of Ethiopia;
  - 6.1.2.5.2. Forms of IP protection that are most appropriate for the IP in question;
  - 6.1.2.5.3. the extent to which failure to seek such IP protection will undermine the socio-economic needs of Ethiopia;
  - 6.1.2.5.4. the extent of readiness of the IP for protection and whether any additional research and development needs to be undertaken before IP protection can be obtained;
  - 6.1.2.5.5. the costs and advantages of the various possibilities for protection;
  - 6.1.2.5.6. the potential for commercialization of the IP;
  - 6.1.2.5.7. whether the IP should be placed in the Public Domain;

- 6.1.2.5.8. draw up an IP protection plan in collaboration with the inventors or authors of the IP in question
- 6.1.2.5.9. undertake prior search if deemed necessary, to determine whether the research outcome might infringe any existing IP owned by a third party
- 6.1.2.6. After analysis is made in accordance with the preceding sub section 6.3.5 of this Policy, elect to proceed on an appropriate course of action which may include:
  - 6.1.2.6.1. Filing applications for protection of the IP with the relevant office such as the EIPO;
  - 6.1.2.6.2. delaying the application envisaged in (a) for strategic reasons, but ensure that confidentiality is maintained until the application has been made;
  - 6.1.2.6.3. Decide whether AAU wishes to retain the IP and if necessary attend to all aspects of statutory protection of the IP including the appointment of a patent attorney;
  - 6.1.2.6.4. where the IP is found to have no prospect of addressing the socio economic needs of Ethiopia or prospect of being commercialized;
    - a) not proceeding with formal protection and
    - b) advising the IP creator that they are free to publish the work.
- 6.1.2.7. Determine any rights of a third party, such as a sponsor or project partner, to the IP or a share in the IP and whether the IPRs legislation is applicable;
- 6.1.2.8. Attend to all aspects of IP transactions associated with the commercialization of the intellectual property, including the negotiation of licenses to, or assignment of IP owned by AAU; and, where, as per Section 8.3.C, the method of exploitation is decided to be equity ownership, represent the AAU and carry out all the necessary tasks for the founding of companies or other entities or the purchase of equity and administer the same.
- 6.1.2.9. Administer the distribution of the gross revenues arising from the commercialization of the IP, where such revenues accrue;
- 6.1.2.10. Where there is dispute on the issue of significant use (as stated under section 5.1.1.1. of this policy) try to amicably resolve the dispute, where such is possible, and where it is not, give its decision. Unless it is overturned by judicial authorities, the decision of the UILTTO shall be final and binding on all University affiliated persons.
- 6.1.2.11. Negotiate or participate in the negotiation of the IP clauses of sponsored research agreements in accordance with the objectives of this Policy and the IPR legislations and any other applicable legislation after consultation with the Employee or Teacher leading the research project concerned;
- 6.1.2.12. Provide a comprehensive report annually to the office of the Vice-president for Research and Technology Transfer on University IP Management and Technology Transfer program

- 6.1.2.13. Plan and implement actions for the branding of the AAU brand, promote the same and also take actions to protect the brand, including, but not limited to, registration of the brand. Similarly, represent the AAU for endorsements.
- 6.1.2.14. Assist the Office of the Vice President for Research and Technology Transfer in preparing Code of Ethics governing/safeguarding research and intellectual property rights.

### 6.1.3. UNIVERSITY UNITS

- 6.1.3.1. Sensitize University affiliated persons and the public in general regarding this IP policy and its management thereof;
- 6.1.3.2. Provide staffs and other parties forms/agreements relevant for the proper protection and commercialization of IPRs;
- 6.1.3.3. Receive disclosure of potential IP through the submission of an IP Disclosure Form by a creator/inventor;
- 6.1.3.4. Submit to UILTTO disclosure forms received from staff, students and other affiliated persons in accordance with section 6.1.2.5;
- 6.1.3.5. Heads of Colleges and faculties shall consider requests from staff to:
  - Use pre-existing IP disclosed under section 7.1. of this policy; or
  - Use teaching materials in any subsequent employment.

### 6.2. STAFF AND STUDENTS

For the proper management of IP related with AAU, employees/staff and students shall have, but not limited to, the following obligations:

- 6.2.1. Teachers, employees and students conducting research are required to retain appropriate records of their research, such as through the use of laboratory notebooks and the records of inventions in the form of original research data.
- 6.2.2. Teachers, employees and students must disclose the development of any IP to the heads of their department and colleges or UILTTO as early as possible, but within 90 days of the discovery, by means of an IP Disclosure Form;
- 6.2.3. Teachers, employees and students must review their work prior to any public disclosure to assess whether it contains any potentially protectable IP, in particular a patentable invention;
- 6.2.4. Teachers, employees and students must take steps to maintain confidentiality of protectable IP until protection has been obtained;
- 6.2.5. Teachers, employees and students must conclude in a timely manner, all assignments of IP necessary to give effect to the ownership provisions of this policy and to allow for the use and commercialization of the IP by AAU in accordance with this Policy in cases when they intend to assign their IPRs to the university;
- 6.2.6. Teachers, employees and students are expected to co-operate with UILTTO, and assist in preparing, reviewing, signing, and abiding by the terms of all documents necessary for the protection and exploitation of an Invention (including but not limited to patent

specifications, official forms, marketing material, technical descriptions, and confidentiality agreements and license agreements);

- 6.2.7. Teachers, employees and students must ensure that the IP rights relating to their work have been clarified in writing prior to any sabbatical visit or exchange program and that any contractual arrangements are approved and authorized by UILTTO;
- 6.2.8. On leaving AAU a teachers, employees and students must contact UILTTO to negotiate terms for continued access to IP and Tangible Research Property even if they are a creator of it;
- 6.2.9. The burden is upon the Creator, or their heirs, to ensure that UILTTO is in receipt of their current address details for the purpose of revenue sharing;
- 6.2.10. Arrange for the retention of all records and documents that are necessary to the protection of the University interest in the IP.

### 6.3. VISITORS

- 6.3.1. In the absence of an agreement to the contrary, section 6.6 of this policy dealing with the responsibilities of employees and students shall apply to Visitors.
- 6.3.2. Prior to or on arrival at AAU, a Visitor must declare their Background IP relating to work that will be undertaken whilst visiting AAU to the head of affiliated School, Faculty or department and/or UILTTO;
- 6.3.3. On departure from AAU, a Visitor must declare any IP created whilst at AAU to the head of affiliated School, Faculty or department and/or UILTTO.

## Section VII: Disclosure, Evaluation and Waiver

### 7.1. Disclosure

Before any IPR covered by this policy is disclosed either to the public or for commercial purposes, or before publishing the same, all students, staff, or other individuals associated with the university including visitors participating in AAU programs – University affiliated persons - shall submit in writing to the University, a reasonably complete and detailed disclosure of such IP.

#### 7.1.1. Sponsored Research

The manner of reporting of inventions or other IP resulted from sponsored research shall be governed by the terms of the sponsored research or other agreements such as confidential disclosure agreement.

#### 7.1.2. Other Inventions

All inventions developed at the University under the University program or with significant use of University resources or as work for hire or commissioned work as defined under section 5.1.1 of this policy shall also be disclosed to the University.

#### 7.1.3. Disclosure Form and Content



- 7.1.3.1. The creator/s of an invention shall make the disclosure on a Disclosure Form made available by the UILTTO and/or relevant College/school/department in a timely manner. The written description must be in sufficient detail, to the extent known at the time of the disclosure, as to the nature, purpose, operation, technical characteristics of the invention, to permit a searcher or patent professional to understand the invention and to assess its patentability.
- 7.1.3.2. In addition, the inventor shall also disclose any publication or submission for publication, sale or offer for sale, or public use of the invention.

#### **7.1.4. Premature Disclosure**

Creators of IP shall avoid all premature disclosure that may disqualify an invention for patentability or other protection of IP or which may undermine the quality of the work. (Reference should be made to Article 3(3) of the Patent Proclamation)

#### **7.1.5. Confidentiality**

All information contained in disclosures shall be considered confidential. To this effect, the University shall guarantee that there is no breach of confidentiality by imposing confidentiality obligation on the members of UILTTO. The University must also be able to obtain written acknowledgement of such obligations from individual inventors/authors.

### **7.2. Evaluation and Protection of Intellectual Property**

#### **7.2.1. Evaluation/Assessment of Disclosure**

- 7.2.1.1. UILTTO evaluation and assessment responsibilities are as provided under section 6.3 of this policy. It may not however, take more than 90 days from the date of receipt of disclosure to reach a decision and also notify the inventor/author of its decisions.
- 7.2.1.2. The University will normally seek IP protection for those inventions which are commercially attractive or to comply with the terms of sponsored research agreements.
- 7.2.1.3. In evaluating and investigating the feasibility of pursuing patenting and/or other forms of IP protection such as utility models and industrial designs and also in assessing the commercial potential of the disclosed invention, the University shall use such available and appropriate resources as necessary to make a reasonably informed decision and in consultation with the inventor/s, other University personnel, legal counsels or any other person or body having knowledge and expertise in the area.

#### **7.2.2. Waiver-Assignment to Inventor/Author**

Where the University does not, or decides not to, proceed with protecting the IP within six months from the date of its notification to inventor/authors of its decision to proceed with obtaining IPR protection, the inventor shall be so notified and all right, title and interest of the University shall be released and/or assigned to the inventor. In cases where the invention is assigned to inventor, the University will retain the right to a non-exclusive, non-transferable royalty-free license on the invention for research and educational purposes.

## **Section VIII Commercialization and Revenue Distribution**

### **8.1. General**

The primary objectives of the University relate to education, research and public service. In the context of the public service AAU shall support efforts directed towards bringing the fruits of its researches to public use and benefit.

Commercialization of IP facilitates technology transfer to the society by encouraging the industry to use university inventions/works which are protected by IP thereby to produce goods/products that will be available to the public. It also ascertains individual recognition which will result in encouraging the prompt dissemination of research results and will provide the research staff with possible rewards.

### **8.2. Decision to Commercialize**

UILTTO has the exclusive right to determine the disposition of any IP under this policy, including decisions concerning pursuing for protection of the IP and determining the manner of exploitation. In determination of the commercialization of any IP under this policy, the UILTTO shall take into consideration the commercial potential and industrial relevance of the produced intellectual property.

Where the university decides to be involved in the exploitation of its IP, the inventor shall provide all reasonable assistance in the exploitation process.

### **8.3. Method of Commercialization**

The commercialization strategy, that is, the actual method of commercializing University owned IP shall be the determination of the UILTTO. Means of commercial exploitation of university IP include, but are not limited to:

- a) Licensing Agreements
- b) Assignment Agreements
- c) Equity Ownership

Where the university has determined to commercialize its intellectual property, it shall pursue the commercialization by researching the market for the invention/work, entering into discussions with potential licensees/buyers of the intellectual property, developing business plan at utmost diligence.

### **8.4. Licensing Agreements**

**8.4.1.** AAU may grant, in writing, either exclusive or non-exclusive license to third parties who wish to use university IP upon payment of royalty fee.

**8.4.2.** In conclusion of licensing agreements, the university shall ascertain that it is entitled to royalty free use of the IP for non-commercial research and teaching purposes.

### **8.5. Equity Ownership**

In exceptional circumstances, the University may acquire equity interest in a business entity licensing its intellectual property. The equity may be in a variety of forms, including publicly tradable shares, privately held shares or options to acquire shares. In all cases, the conditions shall be clearly stipulated in the equity contract signed between the university and the business entity.

### **8.6. Licensing to Inventors/Authors**

8.6.1. Request made by AAU students, staff or other inventors/authors to acquire license from the University on their AAU-owned inventions/works shall be responded in affirmative if such licensing would enhance the transfer of technology, is consistent with AAU obligations to third parties, is not prejudicial to the University's interest and does not involve a conflict of interest.

8.6.2. The university shall respond to this request within sixty days.

### **8.7. Assignment to AAU**

AAU faculty, students or staff or other inventors/authors who desire to pursue the commercial exploitation of their independently owned IP through the University may offer to assign their rights to the University. The University shall evaluate the commercial potential of the IP and determine whether to accept the offer or not and notify its decision to the inventor/author within sixty days.

### **8.8. Discontinuance of Commercialization**

In the event that the UILTTO determines that the university no longer wishes to continue the commercialization any intellectual property, the university may discontinue such efforts provided that there are no outstanding contractual commitments relating thereto.

### **8.9. Copyrights**

Copyrightable works owned by the University shall be licensed through the UILTTO except where other arrangements are made in accordance with this policy. Copyrightable works owned by AAU faculty, students, staff and others may also be licensed through the UILTTO.

### **8.10. Trademarks**

Trademarks owned by AAU shall be licensed through the UILTTO.

### **8.11. Distribution of Revenue**

Unless agreed otherwise or required by law, all monetary proceeds including license fees, milestone payments, royalties and others derived from the commercialization or transfer of AAU IP through licensing or other marketing arrangements shall be distributed as follows:

#### **8.11.1. Out-of-pocket expenses**

All out-of-pocket expenses shall first be recovered from the revenues received by the University from the commercialization of university IP.

'out-of-pocket expenses' means all direct costs incurred by the university in association with the protection and exploitation of University IP such as costs of patent filing, maintenance fees or any other continuing costs associated with marketing, licensing and other commercialization of the intellectual property.

#### **8.11.2. Distribution of net revenues**

After recovery of all reimbursable expenses, the remaining net income shall be distributed as follows:

- A) **50%** to the inventor(s)/author(s), (inventor's share/author's share)
- B) **30%** to the University, (university's share)
- C) **10%** to the appropriate College,
- D) **10%** to School/Department, laboratory, research group or similar unit of the inventor/author/from which the IP originated from.

For the purpose of this policy, gross revenues means the total amount of monetary proceeds obtained by the university from the commercialization of a particular IP including license fees, milestone payments, royalties, equity and others. Net revenues shall mean gross income less expenses incurred by the University for protecting, maintaining and exploiting of the intellectual property.

#### **8.11.3. Inventor's/author's share**

**8.11.3.1.** The parties may agree in writing to a different distribution scheme. However, in any case, the inventor's share shall never be less than **30%** of the net income.

**8.11.3.2.** No inventor's/author's salary shall be diminished by the amount of income due him/her under the provisions of this policy. The inventor's/author's share shall survive termination of association with the University and, in the event of death of the inventor, shall devolve upon his/her estate.

#### **8.11.4. Multiple inventors**

In the absence of any agreement to the contrary, multiple inventors/authors shall receive equal portions of the inventor's share of the net revenue. This principle of equal portions shall apply in cases involving multiple schools, units, faculties, laboratories or others.

#### **8.11.5. Allocation of shares**

**8.11.5.1.** The university's share of income under section 7.2.2.A of this policy shall be allocated by the university to support the IP office (of the university) as a source of

funds to be used specifically to defray the costs of protection and maintenance of university intellectual property, legal fees, and other charges and/or necessary resources and/or activities associated with obtaining protection for the commercialization of the university intellectual property.

- 8.11.5.2.** The share of income received by the inventor's college, school, faculty, department or laboratory under section 7.2.2.B of this policy shall be utilized only for educational and research purposes.

**Section X: Administration: Creation of relevant licensing office**

The office of the Vice-President for Research and Technology Transfer Office, in collaboration with UILTTO and office of Research, shall take the necessary steps for the mobilization and creation of relevant licensing office.

**SECTION XI DISPUTE RESOLUTION**

Any disputed issues related with this policy, shall be received by UILTTO to be resolved by Research and Publication Committee pursuant to the appropriate procedures of AAU. Any disputed issues that cannot be resolved by Research and Publication Committee will be referred to the office of the Vice President for Research and Technology Transfer. The office of the Vice President for Research and Technology Transfer 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.

**SECTION XII MISCELLANEOUS PROVISIONS**

**11.1. INTERPRETATION**

- 11.1.1. This policy shall be interpreted in good faith in accordance with the meaning to be given to the terms of this policy in their context and in the light of the objectives and purposes of the University;
- 11.1.2. Interpretation of provisions of this Legislation shall be compatible with the provisions of relevant IP legislation in the country, Senate legislation of AAU and other relevant documents;
- 11.1.3. Vice President for research and technology transfer shall be responsible for the appropriate interpretation of this Policy;
- 11.1.4. Where controversies ensue in interpreting the provision/s of this Legislation, the interpretation proffered by the Senate shall be final and binding not only for the specific case in relation to which the interpretation was needed but for all subsequent application of the provision/s concerned.

**11.2. AMENDMENT OF THE POLICY AND GUIDELINES**

The office of the Vice president for research and Technology Transfer shall approve amendment to this Policy upon recommendations submitted by UILTTO and IP Advisory committee.

**11.3. COMMENCEMENT OF IP POLICY**

This IP policy of the AAU shall enter into force on the date approved by the senate.