NAMIBIA UNIVERSITY
OF SCIENCE AND TECHNOLOGY

INTELLECTUAL PROPERTY POLICY AND GUIDELINES



INTELLECTUAL PROPERTY POLICY

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University Seal

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ABBREVIATIONS AND ACRONYMS

Abbreviation	Meaning
IKS	Indigenous Knowledge Systems
IP	Intellectual property
NDS	National Development Plans

Acronym	Meaning
NUST	Namibia University of Science and Technology

DEFINITIONS

Term	Meaning
Academic works	Copyrighted works include articles, course materials, dissertations, posters, publications, theses, or any other work typically associated with conventional academic activities. This applies to works created in the ordinary course and scope of employment or studies, regardless of format. These formats include analogue, print, digital, or electronic versions.
Business idea	A business plan or similar document that sets out the establishment of a new business enterprise. Such enterprise may rely on intellectual property of the University, in which case this Policy will apply.
Commercialisation	The process by which any proprietary intellectual property may be adapted, applied, assigned, copied, developed, licensed, published, sold, sub-licensed, used or otherwise utilised, for the purpose of generating financial or other commercial gains or benefit to society.
Computer programme	A set of instructions fixed or stored in any manner and which, when used directly or indirectly in a computer, directs its operation to bring about a result.
Confidential information	Any intellectual property, information, or data, 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, which NUST is under obligation, whether contractual or otherwise, not to divulge.
Contract research means	Work commissioned by an outside organisation. The University infrastructure is normally used, and University staff and/or students are usually actively involved. In contract research, new knowledge is created.
Copy	A reproduction of a work and, in the case of a literary, musical or artistic work, a cinematograph film or a computer programme, also an adaptation thereof.
Copyright	The exclusive and assignable legal right given to the originator for a fixed number of years, to print, publish, perform, film, or record literary, artistic, or musical material.
Course and scope of employment	The performance of work and all acts reasonably necessary by an employee, (including academic, administrative and management staff), of the University in terms of a contract of employment between such employee and the University. Intellectual property created within the scope of employment of an employee will include all intellectual property developed by such employee within the field in which such employee lectures or conducts research, including tuition and community service, or created on the specific instruction of the University.
Course material	Proprietary teaching materials are used in or in conjunction with academic courses offered by the University. These materials support the provision of lectures, tutorials, seminars, workshops, laboratory classes, practicals, and other teaching activities. This includes the use of television, video, internet, or other media technologies. It encompasses course syllabi, expressive content, digital teaching media, related assessment documents, lesson plans, test and examination

	questions and related memorandums, assignments, and learning modules provided by the University to its students.
e-Learning	The use of electronic educational technology, platforms and e-links in multimedia learning and teaching.
Field	The field of specialisation in which an employee performs work and all acts reasonably necessary at the University. The field shall be limited to the Faculty in which the employee performs his/her duties.
Independent contractor	A third party that conducts work for the University on a paid-for-services-rendered basis and excludes staff members.
Indigenous knowledge or traditional knowledge (and/or cultural expressions)	Knowledge or practices passed down from generation to generation that form part of the traditions or heritage of indigenous communities which has significance and relevance not only to its holders, but also to the rest of humanity.
Indigenous Knowledge Systems (IKS)	Information concerning the use of various biological and other materials for medicinal treatments, agriculture, production processes, functional and aesthetic designs, literature, music, rituals, and other techniques and arts. IKS represents the intangible cultural value of a group or community, embodying local knowledge as opposed to what is known as global knowledge.
Intellectual property (IP)	All outputs of creative endeavours in any field for which proprietary rights may be obtained or enforced pursuant to any law, including the laws of Namibia.
Industrial design	The right granted to protect the original, ornamental and non-functional features of a product that result from design activity. The right merely concerns the appearance (the "design") of a product, not the product itself. An industrial design has a term of protection of five years. It can be renewed for two consecutive periods of five years.
Invention	Any new discovery, device, machine, method, material, or composition of matter, or any new and useful improvement thereof. Inventions are novel, useful and not obvious to an individual's skill in the field in which they are developed.
Inventor	***Inventor*** means an individual who contributes to the conception of the invention. In this context, conception is the formation of a definite and permanent idea of the complete and operative invention as it is to be applied in practice. Individuals, including staff and students, who merely help to test or perform work with the conception of another, are not necessarily inventors. However, anyone, including a staff member or student, who contributes intellectually to the conception of the invention, must be recognised as a co-inventor.

Literacy work	***Literary work*** means any kind of literary work, irrespective of literary quality and in whatever mode or form expressed, and includes: • Novels, stories and poetical works • Dramatic works, stage directions, cinematograph film scenarios and broadcasting IP • Textbooks, treatises, histories, biographies, essays and articles • Encyclopaedias and dictionaries • Letters, reports and memoranda • Lectures, speeches and sermons • Tables and compilations but does not include a computer programme.
Open educational Resources	Freely accessible, openly licensed documents and media that is useful for teaching, learning, and assessing as well as for research purposes.
Open-source software	A programme that is usually created as a collaborative effort and in which the source code is available to the public for use, improvement or modification free of charge.
Patent	A right granted for an invention which provides the inventor with the exclusive right to prevent others from possessing, using, selling, manufacturing and importing the patented invention, or offering to do any of these things within a definite geographical area.
Plagiarism	The unlawful appropriation and publication of another person's writing, conversation or song and passing it off as your own. This act of academic dishonesty includes the unlawful appropriation of information from web pages, books, songs, television shows, email messages, interviews, articles, artworks or any other medium.
Plant varieties	A given genotype or combination of genotypes distinguished from any other plant groupings by at least one characteristic. To be protected as intellectual property, the plant varieties must be new, distinct, uniform or stable.
Private consultation	An employee who has obtained permission from the University to do private work makes her/his expertise available to a third party on a paid-for-services-rendered basis. During consultation, expertise is normally applied creatively and problem-solving may take place. This consultation normally occurs using University infrastructure or other University staff or students. New knowledge and inventions are not normally created in consultation, but rather knowledge/expertise is applied.
Software	All computer programmes, together with all documents and flow charts, created during the development, maintenance and updates of developed software, or any part thereof.
Trademark	Any word, phrase, logo, name, symbol, device, sign, or any combination thereof, used by a person or which a person has a bona fide intention to use in commerce, or intends to register, to identify and distinguish his/her goods from those of others, including the container or the packaging of the products.
Trade secret	Any device or confidential data, information or compilations used in research, business, commerce and industry, which is not generally known or accessible, and confers competitive advantage on the party

	having the right to use it. The information has commercial value because it is secret or confidential. Trade secret protection requires the owner to take reasonable steps to protect the secret, such as limiting access to the secret. Trade secret may last indefinitely but will be lost when the information becomes generally known. No filing or registration is required for trade secret protection.
Open educational Resources	Freely accessible, openly licensed documents and media that is useful for teaching, learning, and assessing as well as for research purposes.

1. PURPOSE

The Namibia University of Science and Technology (NUST), hereafter referred to as the University, aims to become a premier technological university known for knowledge creation, innovation, and entrepreneurship. The purpose of this Policy is therefore to recognise and reward research and development leading to the creation of intellectual property in the production of social and technological innovations for socio-economic development.

2. POLICY OBJECTIVES

In particular, the Policy strives to:

2.1 Protect the rights and interests in and to proprietary IP of the University in a spirit of partnership with its staff and students

2.2 Ensure that the University's IP is identified, disclosed, protected, developed, and managed appropriately within the University management framework.

2.3 Stimulate and create an innovative and entrepreneurial culture which fosters the creation of IP and provides a framework for considering its commercial potential.

2.4 Regulate the sharing of the benefits of IP arising from commercialisation with inventors and relevant stakeholders.

3. SCOPE OF APPLICATION

3.1. The Policy applies to all staff and students at the University.

3.2. The Policy further applies to researchers in collaboratively sponsored research, as well as researchers in privately sponsored research.

3.3. The Policy also applies to consultants, independent contractors, and other persons generating IP in collaboration with University staff or students, or engaged or commissioned by the University, to undertake a specific activity.

3.4. This Policy applies to the University's teaching, research, and innovation functions.

4. POLICY STATEMENT

The University will pursue the utilisation of IP in a fair and equitable manner with a mutually beneficial approach. In alignment with the National Intellectual Property Policy and Strategy (2019), it aims to provide a framework for effective utilisation of IP as an instrument for meeting national and sectoral development policy goals and enhancing socio-economic development.

5. LEGAL FRAMEWORK

5.1 This Policy provides the framework for an environment where academic excellence, entrepreneurship, and innovation flourish in accord with the NUST Vision, Mission, and Values and the NUST Research and Innovation Strategy and Strategic Plan, aligned to the national research and innovation agenda and imperatives of the country, including Namibia's Vision 2030 and the National Development Plans (NDPs).

5.2 The Policy further provides for the University and its staff and students, in the spirit of partnership, to have a mutual understanding of, and respect for, their respective contributions to Intellectual Property (IP) creation and ownership, in alignment with the National Intellectual Property (IP) Policy (2019) and Strategy (2019 – 2024) and Business and Intellectual Property Act, 2016 (Act No. 8 of 2016), respectively.

5.3 The Policy further makes provision for the protection and commercialisation of IP by the University in line with innovative research.

6. INTELLECTUAL PROPERTY OWNERSHIP

In general, in accordance with relevant legislation and subject to certain exclusions as fully described in this Intellectual Property Policy, the University asserts ownership of IP that is created by staff, students, and contractors in the normal course and scope of their employment and studies as follows:

6.1 Trademarks of the University

6.1.1. The University is the owner of various registered and unregistered trademarks and thus reserves all its rights in respect of any marks that include its name, coat of arms, abbreviations, or similar indications, or that otherwise suggest an association with the University. The use of such trademarks (including the use of the University's logo on letterheads and certificates) must comply with the applicable policies and regulations of the University.

6.1.2. University staff and students who commercialise IP that belongs to the University may not use the name of the University in such commercialisation without permission.

6.1.3. Trademarks developed for a spin-off company, or as part of the branding of a new product, will form part of such product's commercialisation strategy.

6.2 Copyright

6.2.1. The University's claims to copyright ownership in course material and publications are necessary to ensure that it can fulfil its mandate as a teaching and research institution without impediments and in line with its mission to generate and disseminate knowledge.

6.2.2. Authors are entitled to own the copyright and retain any revenue derived from literary works not produced in the course and scope of their employment, irrespective of the nature or kind and in whatever format developed, except computer software and databases, which shall be subject to this Policy.

6.2.3. Copyright in publications and research papers developed by staff, students, or contractors' vests in the University. It is recognised that most journals require the assignment of copyright to the publisher prior to publication. Subject to due recognition in accordance with academic protocols, such assignment is acceptable because the assignment does not affect the rights in and to authorship of the aforementioned individuals.

6.2.4. Course material developed by staff and independent contractors who lecture at the University, at the instruction of the University, vests in the University and is subject to the provisions of this Policy. The University shall be responsible for the accreditation of the course material, which includes the course outline and curriculum as approved by the relevant accreditation authorities. The University shall have the right to put its brand marking on the course material.

6.2.5. The University recognises the rights of authors to the content that was used to create the course

material, including the right to modify the content for other course offerings.

6.2.6. The University grants staff members who have created course materials during their employment at the University, a non-exclusive, royalty-free, non-transferable licence to use the course material (excluding the contribution of others to collaboratively produced materials) for teaching and research purposes. This will be applicable both during and after the staff members' term of employment at the University. In this regard, the University confirms that the author may modify the content for such use, subject thereto that:

i. Original effort must be applied to create substantially new course material;
ii. The trademarks or brand marking of the University may not be used for such purpose; and
iii. The course material may not be used for a course at other universities if such course offering is in direct competition with the University's offering. The parties may agree otherwise on a case-by-case basis.

6.2.7. It is acknowledged that the University does not own copyright or any other form of IP in course material written or created by a staff member prior to the commencement of his/her employment. Therefore, where staff members own or have the right to use copyright in course materials, staff members are required upon employment to grant the University a non-exclusive, royalty-free licence to reproduce the course materials for the University's teaching purposes, and this licence continues after the staff member's employment at the University ceases.

i. The licence shall extend to the use of course materials for the online delivery of courses.
ii. Pursuant to the licence, the University may reproduce these course materials, distribute the same, and may amend, adapt, and translate these course materials as the University in its sole discretion determines.
iii. Any assignment or licence by staff members of these course materials to another person, such as book publishers, must be subject to this continuing licence to the University.

6.2.8. The University respects the copyright of third parties and will at all times legally obtain permission or licensing rights from authorised copyright holders (the independent contractor) to secure access to such third-party content for the purpose of offering a course, where so required. Similarly, should an independent contractor use third-party content, it shall be his/her responsibility to obtain such permissions or licences prior to offering such course at the University.

6.2.9. Independent contractors may not use the brand markings of the University on independently created content.

6.2.10. Copyright in short courses developed by staff and independent contractors of the University vests in the University and is subject to the provisions of this Policy. Note: The offering of short courses is also subject to the Short Course Policy and permission to conduct outside work.

6.2.11. Copyright in all e-learning material developed by staff and independent contractors of the University vests in the University and is subject to the provisions of this Policy.

6.2.12. Copyright protection applies to software, but patenting is a possibility if such software complies with the necessary requirements and standards. To identify and protect all the possible IP rights that may emanate from software being developed, staff members must disclose new software being developed to the University at the design stage.

6.2.13. Software developed by staff members, independent contractors, and students of the University is subject to the provisions of this Policy and ownership vests in the University (be it copyright or a patent). This also applies to documents supporting the requirements, development, and operation of

developed software packages and new software, e.g., source codes and flow charts.

6.2.14. The University will not lay claim to ownership of open-source software, but staff involved in such development should inform the University of their involvement prior to the commencement of such efforts.

6.2.15. Copyright of postgraduate students' assignments, theses, and dissertations created in the normal course and scope of their studies vests in the University, and the University may publish the same.

6.2.16. Students are entitled to retain any revenue derived from books, films, video cassettes, works of art, musical works, and other copyrightable materials of whatever nature or kind and in whatever format developed, except for computer software and databases, which shall be subject to this Policy.

6.2.17. The University waives its rights to ownership in undergraduate students' IP. 6.3 Patents, Designs and Plant Varieties

6.3.1. All rights, interest and title in any patentable or registered model or plant variety created by a staff member of the University in the normal course and scope of his/her employment in the field in which the staff member has been appointed, vests in the University and the staff member shall assign such rights and interests to the University.

6.3.2. Formal assignment shall occur once a patent, design right or plant variety's legal documents are prosecuted, and the staff member/s concerned shall do all such things to sign and process that legal assignment documentation.

6.4 Know-How, Trade Secrets and Confidential Information

6.4.1. Know-how, trade secrets, and confidential information are special types of IP that require special treatment, because there is no formal legal registration for these types of IP.

6.4.2. All know-how, trade secrets, and confidential information developed by staff of the University in the field in which the staff member has been appointed at the University, shall be considered to have been developed in the normal course and scope of their employment at the University, unless the staff member can prove otherwise based on an agreement or evidential material.

6.4.3. Know-how, trade secrets and confidential information are in practice embodied in drawings, notes, calculations, reports and various other types of written and drawn documentation, which are the property of the University. Hence, the University requires retaining copies of such documents.

7. RESEARCH SPONSORS, INTERNATIONAL DONOR ORGANISATIONS AND GOVERNMENT

7.1. The University reserves the right to negotiate research or grant contracts with research sponsors, international donor organisations, or the Government, which may include the assignment of IP or joint ownership of IP rights.

7.2. Staff must negotiate research contracts with research sponsors, international donor organisations, or the Government on a full cost-recovery basis to ensure that research is conducted sustainably.

7.3. Staff who conduct contract or grant research for research sponsors, international donor organisations, or the Government, must ensure that appropriate agreements regarding IP rights are in place before the start of the contract. Unless otherwise agreed beforehand, such contract research shall be deemed to fall within the normal course and scope of the staff member's employment and the IP that may be created as a result of such contract or grant research shall vest with the University.

8. IP OWNERSHIP IN AGREEMENTS WITH THE PRIVATE SECTOR

8.1. In general, agreements with trade and industry are entered into on a paid-for-services-rendered basis, and the paying customer and the University therefore negotiate for joint ownership of IP rights.

8.2. Contract research is subject to the Research Policy of the University and should only be entered into with prior permission of the University. Staff may not assign background or foreground IP without the prior written consent of the University. The University may decide to assign IP ownership in the research contract with trade and industry.

8.3. Consultation work is subject to the Consultancy Policy of the University and should only be entered into with prior permission of the University. Only the product of consultation work undertaken by a staff member of the University for the client (i.e., the copyright of the reports) may be delivered to said client, and staff may not assign background or foreground IP without the prior written consent of the University.

8.4. Collaboration agreements with other research institutions are encouraged in accordance with the Research and Innovation Policy.

9. WAIVER OF CERTAIN IP RIGHTS

9.1 The University does not lay claim to income derived from copyright in works that are not considered to be course material created by its staff or students. The rationale is that the societal impact and value added to the University's reputation is significantly higher in proportion to the financial gain of the author.

10. INTELLECTUAL PROPERTY BENEFIT SHARING

10.1. This Policy aims to foster a culture that supports knowledge creation, knowledge transfer, and entrepreneurial endeavours, including through commercial revenue sharing with creators.

10.2. Where the University deals with IP for profit or gain, it will share any net revenue from commercialisation with the creator of that IP. This will be implemented in accordance with the Policy guidelines and procedures.

10.3. Any IP which becomes the property of the University under this Policy shall remain the property of the University for as long as permitted by law (20 years for patents and usually 50 years for copyright), whether the creator remains part of the University as a staff member or student or not.

10.4. The University shall share benefits based on a benefit-sharing structure as outlined in the Policy guidelines and procedures.

10.5. IP creators at the University and their heirs have a specific right to a portion of the revenue that accrues to the University from their IP for as long as revenue is derived from such IP.

10.6. A staff member of the University shall not be involved in any other private companies, or other separate entities or enterprises that compete with the University by including any of the primary functions of the University in their activities.

10.7. No University staff member or student who is involved in a spin-out company or other enterprise in partnership with the University, shall compete with such company/enterprise or be involved in any other entity that competes with such company/enterprise by providing similar goods or services, without prior authorisation from the University.

11 DISPUTES

11.1 This Intellectual Property Policy is part of the terms and conditions of employment. Any disagreement between the University and an inventor/creator or student about the ownership of IP or the implementation of this Policy or in the event of an alleged breach of the provisions of this Policy, shall be dealt with in accordance with the University's HR Code.

11.2 The University reserves the right, and under the Policy asserts that right, to prohibit the commercialisation by creators of IP which, in the reasonable judgement of the University, is incompatible with the mission and best interests of the University.

12 REVIEW

12.1 The Policy must be reviewed at least every five years, or as and when the need arises.

PROCEDURES AND GUIDELINES

INTELLECTUAL PROPERTY POLICY

Policy number	
Coordinating SENEX member	*Deputy Vice-Chancellor:* *Research, Innovation and Partnerships*
Procedures/Guidelines Custodian	*Directorate for Research, Innovation and Partnerships (DRIP)*
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1. PURPOSE

The purpose of these guidelines is to provide the information necessary to implement the NUST Intellectual Property Policy and to encourage and reward research and development to produce social and technological innovations for national socio-economic development.

2. SCOPE OF APPLICATION

2.1 These guidelines and procedures apply to all full-time and part-time staff, including temporary staff and other appointees, and to all students of the Namibia University of Science and Technology (NUST), hereinafter referred to as the University.

2.2 The guidelines also apply to consultants, independent contractors, and other individuals generating Intellectual Property (IP) in collaboration with University staff or students, or engaged or commissioned by the University to undertake a specific activity.

2.3 The guidelines apply to the University's teaching and research functions within the community it serves.

3. OWNERSHIP OF INTELLECTUAL PROPERTY

3.1. In general, and in accordance with relevant legislation and subject to certain exclusions as fully described in the NUST Intellectual Property Policy, NUST Human Resources Code, and the NUST Research, Technology and Innovation Policy, the University asserts ownership of IP created by staff, students, and contractors in the normal course and scope of their employment and studies

3.2. The University does not claim income derived from IP in works that are not considered to be course material, artistic works, and musical works created by its staff or students. The rationale is that the societal impact and reputation gain for the University outweigh the financial gain of the creator.

4. RESPONSIBILITIES

4.1 The University

The University encourages industry development of inventions and technology resulting from University research. To achieve this, the University, through the Innovation Department within the Directorate for Research, Innovation and Partnerships (hereinafter referred to as the Department), shall:

4.1.1 Educate staff members and students about IP and tangible research property and facilitate legal protection of the University's IP.

4.1.2 Facilitate the assignment and/or licensing of intellectual property for public and commercial use and develop mechanisms for IP and technology management within the Department.

4.1.3 Provide necessary legal support to defend and protect the University's interests and creators of IP against third-party claims or unauthorized use.

4.1.4 Share royalties, equity, or other income derived from University IP with creators.

4.1.5 Report to research sponsors as required by research and licensing agreements, and applicable laws and regulations.

4.1.6 Provide a process for resolving disputes that arise between the University, sponsors, the private sector, and creators regarding IP.

4.2 The Creator

The inventor or creator of the new IP has the responsibility to:

4.2.1. Disclose all inventions, discoveries, and other works to the University as described in the NUST IP Policy in a thorough and timely manner.

4.2.2. Provide necessary assistance throughout the technology transfer process, including assignment or transfer of IP to the University if required.

4.2.3. Retain all records and documents necessary to protect the University's interest in IP.

4.2.4. Adhere to commitments made in licenses, sponsored research, and other agreements, and comply with laws related to publicly and privately funded research.

4.2.5. Promptly disclose potential conflicts of interest to the Department in accordance with relevant NUST Policies and Human Resource Code.

4.3 The Technology Transfer Office

4.3.1. In general, the goal of the University's Technology Transfer Office (TTO) is to identify, protect, and promote the transfer of the University's IP and technology resulting from the University's research activities for the use and benefit of society.

4.3.2. The transfer of IP and technology is typically achieved through the assignment or licensing of rights to existing firms, spin-offs, or start-up companies. In this process, the University secures additional revenue through royalties, licensing fees, and sponsored research agreements to support its education and research.

4.3.3. The TTO is tasked with managing the IP developed through University or publicly funded research, privately funded research, the use of unrestricted funds, or other research or creative activities.

4.3.4. The TTO will evaluate, obtain proprietary protection for, and assist in the commercial development of selected IP and technology.

4.3.5. Specifically, the TTO shall fulfil the role of:

4.3.5.1. Supporting staff members and researchers in identifying research outputs with commercial value and documenting them through the invention disclosure process.

4.3.5.2. Marketing the University's IP and facilitating partnerships for technology development.

4.3.5.3. Advocating, promoting awareness, and conducting training activities related to technology transfer, IP management, and innovation.

4.3.5.4. Evaluating the commercial potential and applications of disclosed inventions, discoveries, technologies, and other IP.

4.3.5.5. Managing all aspects of IP transactions associated with its commercialisation, including negotiating IP clauses for sponsored research agreements, licence agreements, and/or the assignment of University IP. These negotiations are to be conducted in accordance with the objectives of the NUST IP Policy, the Industrial Property Act, and any other applicable legislation, after consulting with the employee leading the research project concerned.

4.3.5.6. Protecting the University's knowledge assets, expertise, disclosed inventions, discoveries and technology with commercial potential and application through the filing of patents, trademarks, copyrights, industrial designs etc. The TTO will evaluate whether NUST wishes to retain the IP and if necessary, attend to all aspects of statutory protection of the IP in all geographic territories subject to the commercialisation potential of the IP.

4.3.5.7. Determining any rights of a third party, such as a funder or collaborator, to the IP or a share in the IP, and assessing the applicability of the Industrial Property Act, Act 1 of 2012, or any other legislation.

4.3.5.8. For IP falling within the scope of the Industrial Property Act, Act 1 of 2012, the TTO will, if necessary, report IP disclosures to the Namibia Business and Intellectual Property Agency and refer IP initially to the TTO where NUST chooses not to own the IP.

4.3.5.9. For IP falling outside the scope of the Industrial Property Act, Act 1 of 2012, the TTO will, if necessary, assign rights to any IP that NUST chooses not to retain ownership of, initially to the funder, or if the funder declines, to the inventor.

4.3.5.10. The TTO will make the final decision on the terms of any commercialisation agreement, considering the inventor's opinion.

4.3.5.11. The TTO will conduct IP audits periodically to identify potential IP arising from staff activities and assess commercial possibilities. These audits will involve questionnaires and meetings with staff to discuss the IP process and conduct a preliminary assessment of potential innovations suitable for exploitation.

4.3.5.12. The TTO will oversee the distribution of gross revenues generated from the commercialisation of IP, where such revenues accrue.

4.3.5.13. The TTO will report to the Deputy Vice-Chancellor for Research, Innovation, and Partnerships and the IP Advisory Committee at least every four (4) months on all details of disclosure, proposed strategies for commercialisation, protection and viability, costs incurred on all IP assets, and recommendations for the maintenance and termination of IP assets.

5. DISCLOSURE

5.1. Inventions and technology should be disclosed to the TTO in writing if the University has an ownership interest and the invention or technology may be legally protected as an IP asset or has potential commercial value. Therefore, NUST employees and students participating in research projects must adhere to the following requirements:

5.1.1. Retain appropriate records of their research in the form of original research data.

5.1.2. Disclose the development of any IP to the TTO as early as possible, but within 90 days of discovery, using an IP Disclosure Form.

5.1.3. Review their work before any public disclosure to assess whether it contains potentially protectable IP. If so, disclose it to the TTO promptly on an IP Disclosure Form ahead of the planned public disclosure to enable timely protection, if warranted.

5.1.4. Maintain confidentiality of protectable IP until protection has been secured.

5.1.5. Ensure that the IP rights relating to their work have been clarified in writing before undertaking any sabbatical visit or exchange programme, and that any contractual arrangements are approved and authorised by the Deputy Vice-Chancellor for Research, Innovation and Partnerships.

5.2. Supervisors choosing to oversee a student in an area likely to generate IP to which a funder has been granted rights under a funded research agreement must ensure completion of a confidentiality and Intellectual Property Assignment Agreement. This agreement may form part of a Student-Supervisor Memorandum of Understanding before commencing work.

5.3. The above provisions will apply, mutatis mutandis, to visitors and third parties, unless there is an agreement between the parties stating otherwise.

6. DETERMINATION OF IP RIGHTS

6.1. The determination of IP rights shall rest with the TTO and shall comply with all applicable national and international legislation.

6.2. These rights shall aim to enrich the University's research portfolio while safeguarding researchers against any conditions that infringe upon their personal liberties regarding IP.

6.3. The TTO will issue a determination of rights within a reasonable timeframe after submission, typically not exceeding 90 days.

6.4. In cases where ownership classification is contested, the TTO will provide a written summary outlining the basis for the dispute to the individual and the IP Advisory Committee. The individual shall have the right to appeal the decision to the IP Advisory Committee.

7. COMMERCIAL DEVELOPMENT OF IP

7.1. NUST will generally adopt a commercialisation strategy that involves one of the following three routes, as deemed appropriate:

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

7.2. The TTO will establish and maintain processes for assessing patentability and licensing opportunities, filing patent and copyright applications, managing patent portfolios, and licensing patents, copyrights, and other intellectual property to third-party entities, including University spin-out companies.

7.3. The University will endeavour to license its intellectual property in ways that facilitate technology transfer for public benefit.

7.4. Preference will be given to parties that aim to utilise the IP in ways that offer optimal benefits to the University and the Republic of Namibia. This includes inventors or creators who demonstrate the ability to assemble a team with necessary skills to operate a spin-off business, submit a business plan acceptable to the IP Advisory Committee, and secure appropriate funding.

8. MAINTENANCE OF IP

8.1. The TTO will maintain an accessible electronic data management system for the University's disclosures, patents, copyrights, and other IP and licences. It will pursue IP commercialisation with a long-term focus on public welfare.

8.2. Any IP that becomes the University's property under the Intellectual Property Policy or other relevant policies shall remain the University's property for the duration permitted by law (typically 20 years for patents and 50 years for copyrights), regardless of the creator's affiliation with the University as an employee or student.

8.3. The protection, commercialisation, and maintenance of IP by the TTO will require funding from various sources, including the University's central budget, a percentage of net income from royalties, milestone fees, spin-out equity, dividends, contributions from the inventor's department or faculty, external sponsorships, consulting and training services.

9. INTELLECTUAL PROPERTY BENEFIT SHARING

9.1. IP creators at the University and their heirs are granted a specific right to a portion of the revenues that accrue to the University from the IP for as long as revenues are derived from such IP, or until such IP rights expire.

9.2. Revenue from commercialisation activities will be distributed in accordance with a benefit share agreement entered into by the University and the creator of the IP. The benefit-sharing ratio shall apply to staff and students alike.

Beneficiary	Percentage
Creator(s) or their heirs	50 % of net income
Relevant Faculty/School/Institute/Entity[1]	25 % of net income
University Central Budget	25 % of net income

9.3. If there is more than one creator in respect of any particular IP, the allocation will be shared equally between them unless another arrangement has been reached by written agreement.

9.4. An heir will have no claim to portions of revenue other than to the portion, which is allocated to the specific creator in terms of this guideline.

9.5. Disbursements to a creator or their heir(s) will be made within one year of receipt of the revenue by the University.

9.6. The designation of which Faculty, Department, Unit or Centre should be included in any royalty distribution will be determined primarily by their connection to the creator through their provision of University resources used in conceiving and developing the intellectual property.

9.7. Any conflicts or disagreements about the appropriate designation of the Faculty, Department, Unit or Centre, and distribution of royalties will be resolved by the IP Advisory Committee.

10. INFRINGEMENT

10.1. Any infringements of the IP policy and guidelines by NUST staff, students and stakeholders shall be dealt with by the IP Advisory Committee, on recommendation from the TTO.

10.2. Infringements shall be dealt with on a case-by-case basis depending on the nature of the breach.

10.3. Where necessary, the University will vigorously defend and enforce its IP rights through appropriate business and legal channels, and in accordance with the applicable national and international legislations.

10.4. Where a breach arises in respect of IP-related matters involving third parties or spin-off companies or enterprises regarding registered IP, the TTO shall, if appropriate, refer such matters to the Industrial Property Tribunal established in terms of the Industrial Property Act, Act 1 of 2012.

11. CONFLICT OF INTEREST

11.1. The University, inventors, research sponsors, international donors, government, and private industry may engage in various agreements concerning the commercialisation of IP. These agreements include, but are not limited to, research agreements, licensing agreements, consulting agreements, directorships/shareholdings in existing companies, and involvement in start-ups or spin-offs, etc.

11.2. The management and reconciliation of these agreements require careful attention, as multiple agreements may be active simultaneously. The creator has the responsibility to consider, disclose, and manage any potential conflicts of interest arising from agreements to commercialise IP.

11.3. The creator should collaborate with the TTO in managing potential conflicts of interest and strive to negotiate and manage all agreements in a manner consistent with the Intellectual Property Policy and guidelines, NUST Human Resources Code, and other relevant codes or legislation.

11.4. An employee of the University shall not engage with any private companies or entities that compete with the University in any of its primary functions

[1] These funds must be applied in the interest of research and may not be allocated to any individual for personal gain.

11.5. University employees or students involved in a spin-off company or enterprise in partnership with the University shall not compete with such a company/enterprise or be involved in any entity that competes with it by offering similar goods or services, without prior authorisation from the University.

11.6. In cases where the conflict of interest is disputed, the TTO will forward a written summary of the basis for the disagreement to the individual and to the IP Advisory Committee. The individual will have a right to appeal the decision to the IP advisory committee.

12. IP ADVISORY COMMITTEE

12.1. The Deputy Vice-Chancellor for Research, Innovation and Partnerships will appoint an Intellectual Property Advisory Committee. This committee will review the NUST IP Policy and make recommendations to the TTO and NUST Directorate of Research, Innovation and Partnerships on new or revised operational guidelines and procedures to improve, implement, and support the policy.

12.2. The committee will hear appeals from creators and adjudicate disputes related to disclosure, ownership, legal protection, conflicts of interest, and any concerns regarding commercialisation decisions.

12.3. Members shall serve terms of three (3) years beginning at the time of appointment. Students shall serve a term of one (1) year beginning at the time of appointment. All members are subject to reappointment at the discretion of the Deputy Vice-Chancellor for Research, Innovation and Partnerships.

12.4. The Intellectual Property Advisory Committee shall meet at least quarterly, with the Deputy Vice-Chancellor for Research, Innovation and Partnerships in attendance. Members may convene additional meetings as necessary.

12.5. All decisions at meetings shall be made by a majority (51%) of the members who are present at the meeting at which the decision is taken, unless otherwise specified. Minutes of all meetings shall be made available to all members at or before the following meeting.

13 BIBLIOGRAPHY

Agreement on the creation of the African Regional Intellectual Property Organization (ARIPO), 1976

Intellectual Property and Research Benefits of Lancaster University (2008)

The University of Manchester Policy and Procedure Website 2005-06, Intellectual Property Policy. http://www.campus.manchester.ac.uk/medialibrary/policies/HR/intellectual- property.pdf

University of Botswana Research Policy and Procedures



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