



NARO GUIDELINES
FOR
INTELLECTUAL PROPERTY MANAGEMENT



National Agricultural Research Organisation

Guidelines for Intellectual Property Management

March, 2018



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Disclaimer

These Guidelines do not substitute any Acts or Statutes covering various IP regimes and related Laws. In case of any conflict of interpretation, the legal provisions of the related legislations (Acts and Regulations) and statutes, as the case may be, shall prevail.

Copies are available from:

NARO Secretariat,

Plot 11-13 Lugard Avenue.

P.O. Box 295 Entebbe, Uganda.

Or online at: <https://www.naro.go.ug>



Preface

The National Agricultural Research Organisation (NARO) recognizes the need for becoming a premier research institution by using Intellectual Property (IP) for socio-economic transformation and development. This shall be achieved by transfer of IP enabled technologies through commercial and public routes. Therefore, these guidelines provide steps for proactive and effective operationalization of the NARO IP policy. These guidelines conform to existing national, regional and international legal and policy framework on IP.

The guidelines cover IP administration and management, ownership, identification and protection, commercialisation and benefits sharing. This shall ensure the implementation of the NARO IP Policy and enhanced sustainable creativity and innovativeness.

Finally, it is my pleasure to present these guidelines for effective implementation of the IP policy as approved by the NARO Governing Council.

Dr. Ambrose Agona

Director General

National Agricultural Research Organisation (NARO)



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Acronyms

EOL	Extra Ordinary Leave
IP	Intellectual Property
IPMC	Intellectual Property Management Committee
NARS	National Agricultural Research System
NARIs	National Agricultural Research Institutes
NARO	National Agricultural Research Organisation
NDA	Non-Disclosure Agreements
PARIs	Public Agricultural Research Institutes
TDF	Technology Disclosure Form
UNCST	Uganda National Council for Science and Technology
URSB	Uganda Registration Services Bureau
ZARDIs	Zonal Agricultural Research and Development Institutes



CHAPTER ONE

BACKGROUND

1.1 INTRODUCTION

NARO developed the IP policy to provide a framework that guides effective management of IP and stimulates creativity and innovativeness in NARO. The policy provides incentives for research and product development and spurs economic growth to contribute to the greater public good. It focuses on all IP owned by NARO and intellectual assets under her custody. In addition, the policy covers intellectual property administration, ownership, identification and disclosure, protection, commercialization, benefits sharing, conflict of interest and commitment and confidentiality.

1.2 RATIONALE FOR INTELLECTUAL PROPERTY MANAGEMENT

- 1.2.1 The primary function of an IP system in NARO is to encourage creativity and reward the creators in recognition of their intellectual input. It is anticipated that revenue arising from commercialisation would be ploughed back into the system for research continuity and sustainability as well flow to creators and researchers and lead to further innovations thus resulting in faster technological progress. It is also expected that commercialization of IPR-enabled technologies and other know-how, through commercial routes would lead to their accelerated and efficient transfer of generated technologies for public access.
- 1.2.2 It is important to note that income generation is not the primary motive for IP protection in NARO, nevertheless, resources generated through commercialization of technologies would be useful for promoting scientific innovativeness and increase investigative scope beyond traditional research limits.
- 1.2.3 In order to operationalize the developed NARO IP policy framework and optimally utilise IP, guidelines have been developed to provide systematic steps and procedures for effective and efficient Intellectual Property Management in NARO.

1.3 PURPOSE OF NARO IP GUIDELINES

- 1.3.1 The purpose of these guidelines is to provide procedures for operationalization and streamlining implementation of the NARO IP policy.
- 1.3.2 The management and administrative approaches as described in these guidelines conform to provisions of the NARO IP Policy.

1.4 SCOPE

- 1.4.1 Technological assets of NARO include, but are not limited to, plant varieties, germplasm, livestock breeds and fish strains, derivatives, packages of crop



and animal husbandry practices, natural resource management technologies, improved tools, equipment and farm machinery, improved dairy, poultry and fisheries technologies, post-harvest technology, software and data sets, research contracts and agreements, consultancy agreements, databases, laboratory and field notes, experimental techniques and innovations around animal and fish breeds and microbial innovations and several other processes and products of agriculture, forestry and the allied sectors.

- 1.4.2 Forms of IP covered under the NARO IP portfolio include: Patents, Utility models, Trade and service marks, Copyright and neighbouring rights, Trade secrets, New Plant varieties, Geographical indications, Industrial designs, Traditional Knowledge.
- 1.4.3 These guidelines cover procedures for IP administration, ownership, identification, disclosure, protection, commercialization and benefits sharing.

CHAPTER TWO

KEY GUIDELINES ON IP MANAGEMENT

2.1 INTELLECTUAL PROPERTY ADMINISTRATION AND MANAGEMENT

2.1.1 Intellectual Property Management Committee (IPMC)

2.1.1.1 The IPMC and its chairperson shall be appointed by the Director General.

2.1.1.2 The IPMC shall comprise Seven (7) members at least two thirds (2/3) of whom shall be PARI representatives. IPMC membership shall include at least two women and one PARI Director of Research.

2.1.1.3 A member of the IPMC shall serve a term of 3 years eligible for renewal once.

2.1.1.4 Representatives to the IPMC shall be drawn from broad areas of research and development considering their IP expertise.

2.1.1.5 The IPMC shall co-opt expertise under the following circumstances:

- i. When the IPMC does not have required expertise.
- ii. When seeking for technical know-how and backstopping.
- iii. Where there is need for an independent opinion on a particular matter.

2.1.1.6 The IPMC shall be responsible for matters concerning operationalization of the IP policy framework and IP portfolio management.

2.1.1.7 The IPMC shall report to the Director General through the Deputy Director General responsible for Agricultural Technology Promotion.

2.1.1.8 The IPMC shall meet quarterly in a year. The quorum shall be at least four (4) of the committee members.

2.1.1.9 The Officer responsible for IP shall be Secretary to the IPMC.

2.1.1.10 Operations and rules of procedure of the IPMC shall be guided by the IPMC charter (Annex ix) and other related policies.

2.1.2 Terms of Reference for the IPMC

2.1.2.1 The following shall be the terms of reference for the IPMC;

1. Ensure effective implementation and operationalization of NARO IP Policy and its guidelines.
2. Guide the technical operations of intellectual property management in NARO.
3. Assess and recommend NARO's technology, IP portfolio and recommend strategies for commercialisation and long term competitiveness.



4. Examine and recommend measures that enhance staff creativity and innovativeness.
5. Recommend procedures of recognising and acknowledging creators of IP in NARO.
6. Identify strategic issues and directions to be addressed under the NARO intellectual property policy reviews.
7. Guide on technology transfer and commercialisation of NARO technologies.
8. Conduct technology evaluations and recommend for protection.
9. Mediate IP disputes and recommend appropriate actions.
10. Advise and recommend necessary amendments to the IP policy framework.

2.1.2.2 When required, IPMC through the Director General may request competent bodies such as the Uganda National Council for Science and Technology (UNCST) and the Uganda Registration Services Bureau (URSB) or any other neutral entity to facilitate negotiation.

2.1.2.3 In execution of duties, the IPMC shall act in the highest standard of care.

2.1.3 Remuneration and Entitlements

The IPMC shall be remunerated as per NARO financial management guidelines.

2.1.4 The Intellectual Property Office

2.1.4.1 NARO shall have an Office responsible for the management of IP.

2.1.4.2 The IP Office shall serve as Secretariat to IPMC.

2.1.5 Functions of the IP Office

The IP Office shall perform the following functions:

a) IP identification

- i. Develop mechanisms for disclosure of IP generated in and by NARO;
- ii. Promote access to IP information to aid quality research and improvement of ideas;
- iii. Create awareness about IP for an IP conscious NARO society;
- iv. Identify research areas with potential for IP generation;
- v. Conduct IP assessment to determine the IP viability.

b) IP protection

- i. Assist in drafting IP applications and other IP related documents;
- ii. Seek IP protection for NARO generated and acquired technologies;
- iii. Create, manage and maintain the NARO IP portfolio;
- iv. Conduct due diligence to prevent loss and infringement of IP.

c) IP Commercialisation

- i. Recommend appropriate commercialization options for the IP generated in and/or acquired by NARO;
- ii. Facilitate negotiations of IP agreements and contracts;
- iii. Stimulate and facilitate linkages between research and industry for technology uptake;
- iv. Support IP valuations and market research;
- v. Promote entrepreneurial development in NARO.

d) IP Enforcement

- i. Evaluate the performance of commercialised IP in the market and recommend appropriate actions;
- ii. Undertake preventive actions to safeguard and defend the NARO's IP interests;
- iii. Support policing efforts against infringement, pirating and counterfeiting NARO IP.

e) IP administrative functions

- i. Maintain and manage the NARO IP inventory;
- ii. Prepare status reports on IP generation, protection and commercialisation;
- iii. Provide guidance and review of IP related contracts;
- iv. Coordinate the activities of the IPMC;
- v. Communicate relevant information to the stakeholders;
- vi. Provide annual reports to management concerning:
 - a) General IP status updates;
 - b) IPR filings;
 - c) IP valuation;
 - d) Technologies commercialised;
 - e) Licenses negotiated, signed and any other agreements.

2.1.6 Intellectual Property Coordination at PARIs

2.1.6.1 Director of Research shall assign an officer to coordinate IP at a Public Agricultural Research Institute (PARI).

2.1.6.2 The officer shall be referred to as an IP Coordinator. The IP Coordinator shall be a senior scientist.

2.1.6.3 The IP Coordinating officer shall be responsible for the following duties:

- i. Coordinate overall IP activities at a PARI;
- ii. Support the identification of IP;
- iii. Support creators in completing Technology Disclosure Forms;
- iv. Assist researchers in conducting prior art searches;
- v. Liaise with the IP Office on matters related to IP.



2.2 IP OWNERSHIP

- 2.2.1 NARO shall own any intellectual property generated from publicly funded research unless precluded by a prior agreement with any other Party, (NAR Act, 2005).
- 2.2.2 Ownership of IP generated in NARO or caused to be generated by NARO shall vest in NARO.
- 2.2.3 All claims of IP ownership, as applicable, shall be made only in the name of the legal entity, that is, the 'National Agricultural Research Organisation'.
- 2.2.4 Ownership of IP arising from collaborative research shall in principle be determined on mutually agreed terms.
- 2.2.5 NARO shall own any IP arising out of funded or non-funded research where such research has, in her opinion, made use of resources of NARO.
- 2.2.6 NARO shall own IP generated by any researcher, grantee, consultant, student or any other relevant party appointed or commissioned to perform research at NARO and/or on-behalf of NARO.
- 2.2.7 Collaborating partners shall enter into a Research Agreement prior to commencing any research activity. The Researcher shall ensure a written agreement is in place, which shall be approved and signed by the Director General.
- 2.2.8 Researcher(s) shall not have the right to enter into a Research Agreement with any party on behalf of the Organisation unless they are authorized to do so by the Director General.
- 2.2.9 Persons acting for, and on behalf of, the Organisation shall exercise all due diligence when negotiating agreements and signing contracts that may affect the organisation's IP Rights.
- 2.2.10 Ownership of Copyright Related Works;
- a) NARO shall own copyright over its regular publications and registered copyright works. NARO staff may claim their individual copyright, whether registered or not, over their creations or works published by them for academic purposes.
 - b) Expression of copyright shall be made by stating on body of the work as "All Rights Reserved", "Permission granted to reproduce for academic use only", "For reproduction of this document or any part thereof permission of the National Agricultural Research Organisation (NARO), must be obtained".
 - c) The year of the copyright shall also be clearly expressed and shown as a period for the fixation of the work. The date or year of the copyright work along with copyright notice shall serve to prevent ownership dispute or disputes for originality of the work.



- 2.2.11 Technologies generated without NARO's support, outside the course of normal duties, not using NARO resources shall be owned by the creator.
- 2.2.12 NARO shall not claim ownership of IPR owned by an employee before joining NARO.
- 2.2.13 Any background IP of an employee or partner shall be declared before establishing a relationship with NARO.

2.3 IDENTIFICATION AND PROTECTION

2.3.1 Identification

- 2.3.1.1 Researchers shall appropriately disclose the generated technologies to the NARO IP Office through the Technology Disclosure Form (TDF).
- 2.3.1.2 Unless as otherwise provided through the TDF, Researchers shall not disclose technologies in a manner that shall result in the loss or misappropriation of IP.
- 2.3.1.3 The research team(s) working with the IP Office and officer (s) coordinating IP activities at PARIs shall review draft publications and reports to protect NARO's IP interests.
- 2.3.1.4 Researchers shall disclose the origin of the biological material and the associated traditional knowledge used in research.

2.3.2 Premature disclosure

- 2.3.2.1 Premature disclosure shall mean release of information concerning a technology into public domain before an IP application is filed. It may include but not limited to certain talks, formal or informal, describing a technology to an open audience, abstracts, publications, poster sessions, theses shelved for public reference or product advertisements.
- 2.3.2.2 Premature disclosure of IP is prohibited and any such act shall tantamount to a breach of confidentiality of the IP policy. Premature publication or disclosure except on a confidential basis may make it impossible to protect IP.
- 2.3.2.3 NARO researchers may publish research results of academic or public significance as do not affect NARO's interests in the protection of IP.
- 2.3.2.4 Whenever IP generation is anticipated, patent and any other appropriate searches shall be a prerequisite. Appropriate facilities for patent and IP search shall be established for prior art search to avoid duplication of efforts.

2.3.3 IP Protection

- 2.3.3.1 The IP Office shall be responsible for the filing of IPR applications and maintenance.



2.3.3.2 NARO shall strategically secure protection of specific IP on the merits of each case.

2.3.3.3 Where the IP protected is based on traditional knowledge, the IPMC shall ensure that the appropriate consent for access and transfer of such material or knowledge has been obtained.

2.4 COMMERCIALIZATION OF IP

2.4.1 NARO shall promote commercialisation of IP for research continuity and sustainability. Such commercialisation process shall be competitive while taking into account NARO's goals and public interest.

2.4.2 Where NARO commercialises her IP, such commercialisation shall be through the following modes:

1. Licensing: This involves NARO authorising any other entity(ies) to exploit the IP. Such authorisation may be through exclusive or non-exclusive license. In deciding whether to grant an exclusive or non-exclusive license, the IPMC may consider the public interest, capacity of licensee to exploit the technology and national security.

2. Assignment: This involves NARO transferring the IP to another entity for value. The IPMC may take into account the public interest.

3. Spinoff and Start-up Companies: NARO may create a company(ies) through which it shall commercialise her IP.

4. Joint Venture: NARO may agree with another entity to commercialise her IP jointly.

2.4.3 NARO may grant permission at its discretion for her researcher (s) or staff to engage in entrepreneurship and commercialisation of generated IP. In such a case, NARO may in addition to the time granted, provide financial support or otherwise.

2.4.4 The individual cases shall be processed in the following manner:

i. The researcher or staff shall proceed for the entrepreneurship on a special leave of absence along with a non-exclusive license of the IP enabled NARO technology developed by him/her.

ii. Other conditions and maximum period of a special leave of absence shall be determined and approved by the Director General on case by case basis.

2.4.5 NARO shall endeavour to transfer her commercial potential technologies through the public route on royalty free based on the following grounds:

- i. Humanitarian;
- ii. Hunger;
- iii. Nutrition and food security;
- iv. Drought;
- v. Emergencies and calamities;
- vi. Poverty eradication.



2.5 USE OF NARO'S TRADEMARKS

All parties licensed to exploit NARO technologies shall be required to explicitly display NARO trademarks on the products on the market upon terms and conditions as agreed in the license agreement.

2.6 BENEFITS SHARING

NARO shall provide incentives and share the benefits arising from commercialization of its IP with researchers/innovators to encourage creativity in a fair and equitable manner.

2.6.1 Monetary Benefits

Regarding the benefits sharing as provided for in section 9 of the NARO IP policy; where the Monetary benefit that accrues to NARO is provided at 60%, the said monetary benefits shall be allotted in the following manner:

- 2/3 to support agricultural research.
- 1/6 to source Institute that led in the generation of the technology.
- 1/6 to facilitate general central administration.

These proportions shall be effected under the guidance of NARO management.

2.6.2 Where the Monetary benefit that accrues to the research team is provided at 40%, the said monetary benefits shall be allotted in the following manner among the intellectual contributors follows;

Where inventors are two	3/5 PI (Lead Researcher) 2/5 Other Contributor
Where inventors are three	2/5 PI (Lead Researcher) 3/5 Other Contributors (Equally)
Where inventors are more than three	3/10 PI (Lead Researcher) 7/10 Other Contributors (Equally)

2.6.3 Non-Monetary Benefits

The IPMC shall setup criteria for awards based on section 9.3.2 of the NARO IP policy and any other as provided under the NARO rewards and recognition policy.



CHAPTER THREE

GENERAL GUIDELINES ON IP MANAGEMENT

3.1 IP Awareness and Capacity Development

- 3.1.1 To harness the benefits of the IP regime, NARO shall mainstream IP awareness, training and sensitization among staff, partners and stakeholders.
- 3.1.2 NARO shall also build capacity of the IPMC, IP office, IP coordinators, focal persons and staff to effectively manage and commercialize of IP.

3.2 Confidentiality

- 3.2.1 All Parties involved in the engagements described in the scope of the NARO IP policy and these guidelines shall sign confidentiality agreements.
- 3.2.2 All staff of NARO shall sign confidentiality agreements as part of their employment contract agreement.
- 3.2.3 All confidential information shall be kept safely and would not be revealed by individuals or institutions except through confidentiality agreements which shall expressly mention the purpose for sharing such information and other terms and conditions.

3.3 Dispute Resolution

- 3.3.1 In the event of any conflict of right or interest related to management of IP and sharing, it shall be resolved as per mutually agreed terms set out in the engagement agreement signed between NARO and the other Party.
- 3.3.2 Decision to appoint an arbitrator and the mode of arbitration shall be that of the Director General.
- 5.3.3 In the event of failure to resolve the disputes, NARO shall seek to resolve the dispute through the mediation and arbitration mode under the NARO dispute resolution procedure and Laws of Uganda.

3.4 Records

- 3.4.1 All NARO researcher(s) and staff shall maintain appropriate and adequate work records and duly authenticated and countersigned research notebooks

while conducting research leading to the technology. The countersigning shall be by a relevant Senior Researcher in accordance with the NARO standard operating procedures.

- 3.4.2 The IP office shall keep and maintain records concerning IP management and NARO IP portfolio.

3.5 Public Private Partnership

3.5.1 NARO recognizes that public-private partnership has the potential to improve agricultural research and technology generation and transfer in the IPR regime.

3.5.2 The partnership between NARO and “for-profit” or “not-for-profit” private sector entities will be in all fields of agricultural technology on mutually agreed terms. Such partnership shall be useful in areas of mutual interest including but not limited to;

- a) Supporting agricultural research production;
- b) Up-grading, incubation or scaling up process and product development;
- c) Joint validation of technologies;
- d) Cost-effective quality production,
 - (i) Mechanization of production technologies, and
 - (ii) Dissemination, exploitation and commercialization of NARO IP enabled technologies in the local and international market.

3.6 Breach of the provisions of this Policy

Breach of any section of these guidelines shall be dealt with under the disciplinary procedures of NARO and in accordance with the relevant provisions of the laws of the Republic of Uganda.



3.7 IP Associated Risks Management framework

Anticipated risk	Mitigation measure
Conflict of interest and commitment	NARO shall put in place a mechanism to support recognition of conflict of interest and commitment and where possible their resolution.
Infringement on NARO products	NARO shall put in place a system of IP watch as a mechanism of proactive monitoring and checking performance of NARO's IP on the market.
Pressure to disclose information relating to a technology before protection especially from donors and for promotion reasons.	Researcher (s) shall not publish or divulge any information before engaging the IP office and filing done. The IP office shall put in place appropriate disclosure system as guided by these guidelines. NARO shall put in place a reward and promotion mechanism based on IP.
Alteration of quality of the technology and product by a commercial licensed partner	NARO shall lay down the condition before the licensee to maintain the product or seed quality and purity. NARO shall not be held responsible for the quality of subsequent lots produced and sold by the licensee. A clause on quality assurance, disclaimer and indemnity shall be considered while negotiating license agreements.

3.8 Review and Update

- 3.8.1 NARO shall regularly review and update these Guidelines.
- 3.8.2 NARO shall closely monitor the evolution of IP at the national and international levels and act accordingly. Its IP management approach will be in harmony with developments in the national legislations and the relevant international agreements, conventions and/or treaties concerning IP that Uganda has obligations. NARO shall amend its policy and guidelines from time to time to continue to remain compatible.



Lead Inventor

Name:

Title:

Department/Institute/Organization:

Telephone:

Email:

Nature of contribution:

Co-inventors (list all)

Name:

Title:

Department/Institute/Organization:

Telephone:

Email:

Nature of contribution:

Name:

Title:

Department/Institute/Organization:

Telephone:

Email:

Nature of contribution:

v. Claims

Kindly list down new and unique aspects about the technology that should be protected.



ANNEX II: NON-DISCLOSURE AGREEMENTS (NDA)

This agreement is made between _____

National Agricultural Research Organisation (NARO) of Plot 11-13 Lugard Avenue,

P.O Box 295 Entebbe-Uganda (the "Disclosing Party") (only when NARO is the disclosing party)

and _____ Name _____ of _____ address _____ (the "Receiving Party")

(hereafter collectively referred to as parties)

Whereas, parties want to ensure the protection and preservation of the confidential and/ or proprietary nature of information disclosed or made available or to be disclosed or made available to each other pertaining.....

(Name of technology/IP) for the purpose of

(state the purpose for disclosure).....;

Whereas, for the purpose of this agreement, each party shall be deemed to include any subsidiaries, internal divisions, agents, and employees;

Whereas, any signing party shall refer to and bind the individual and the entity that he or she represents;

Understanding, that this agreement shall be binding upon each party and contains all verbal and written agreements between parties and it therewith substitutes all precedent agreements and obligations in regard of this matter.

Now therefore, in reliance upon and in consideration of the following undertakings, the Parties agree as follows:

1. DEFINITION AND OPERATIONALIZATION

1.1 Subject to limitations set forth in paragraph 1.2., all information disclosed to the other party shall be deemed to be "proprietary information". In particular, Proprietary Information shall be deemed to include any information, marketing technique, publicity technique, process, program, design, drawing, formula, test data research project, work in progress, future development, manufacturing, marketing, business information or any other scientific or technical information including know-how relating to the disclosing party, its present or future products or business, whether in oral, written, graphic or electronic form relating to the above disclosed technology/ IP.

1.2 The term "proprietary information" shall not be deemed to include information that:

i. is now, or hereafter becomes, through no act or failure to act on the part of the



receiving party, generally known or available information.

ii. is known by the receiving party at the time of receiving such information as evidenced by its records;

iii. is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure;

iv. is independently developed by the receiving party without reference to the information disclosed hereunder, or

v. is the subject of a written permission to disclose provided by the disclosing party.

1.3 Notwithstanding any other provision of this agreement, disclosure of Proprietary Information shall not be preclude if such disclosure:

i. is in response to a valid order of court or other governmental body in the Republic of Uganda,

ii. is otherwise required by law, or,

iii. is otherwise necessary to establish rights or enforce obligations under this agreement, but only to the extent that any such disclosure is necessary.

1.4 In the event that the receiving party is requested in any proceedings before a court or any other governmental body to disclose Proprietary Information, it shall give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order.

1.5 If, in the absence of a protective order, the receiving party is nonetheless compelled to disclose, the receiving party may disclose such information after giving the disclosing party advance notice of the information to be disclosed and, upon the request and at the expense of the disclosing party, uses its best efforts to obtain assurances that confidential treatment shall be accorded to such information.

2. USE OF CONFIDENTIAL INFORMATION

2.1 Each party shall maintain in trust and confidence and not disclose to any third party or use for any an authorised purpose any information received from the other party;

2.2 The receiving party shall use such information in the extent required to accomplish the purpose of this Agreement with respect to the subject, however, such information shall not be used for any purpose or in any manner that would constitute a violation on law regulations, including without limitation the export control laws and Material Transfer Procedures of the Republic of Uganda.

- 2.3 Proprietary Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement;
- 2.4 The responsibilities of the Parties are limited to using their efforts to protect the information received with the same degree of care used to protect their own confidential information from an authorised use or disclosure;
- 2.5 By this Agreement, or the disclosure of information by the disclosing party, the receiving party is not entitled to any license or Intellectual Property right or interest in respect of any IP or technology of the disclosing party except provided herein on mutually agreed terms.

3. RETURN OF CONFIDENTIAL INFORMATION

- 3.1 All Proprietary Information (including all copies thereof) shall remain the property of the disclosing party and shall be returned to the party after the receiving party's need for it has expired, or upon request of the disclosing party, and in any event, upon completion or termination of the Agreement.
- 3.2 The receiving party further agrees to destroy all notes and copies thereof made by its officers and employees containing or based on any proprietary information and to cause all agents and representatives to whom or to which the information has been disclosed to destroy all notes and copies in their possession that contain Proprietary Information.
- 3.3 Either party to this Agreement shall on request from the other party return any documents or items connected with the disclosure and shall not retain any unauthorized copies or likenesses.

4. NON-CIRCUMVENTION

Neither party shall not directly or indirectly through any third party, or internally through its own representatives, officers, employees, agents or sub-contractors, in any manner: exploit the Confidential Information and Intellectual property owned by, accruing, or under license of the disclosing party for the duration of this Agreement or solicit, or seek to exploit, any business relationship disclosed by the disclosing party in terms of this Agreement, for its own account.

5. REMEDIES

Each party hereby acknowledges and agrees that, in the event of any breach of this Agreement by the other party, including, without limitations, the actual or threatened disclosure of a disclosing party, the disclosing party's proprietary information without the prior express written consent of the disclosing party, the disclosing party shall suffer an irreparable injury such that no remedy at law shall afford it adequate protection against or appropriate compensation for such injury. Accordingly, each



party hereby agrees that the other party shall be entitled to specific performance of a receiving party's obligations under this agreement as well as further injunctive relief as may be granted by a court of a competent jurisdiction.

6. DURATION

The term of this agreement is for..... Years, commencing on the "Effective Date". After this period, unless the agreement is reviewed on mutually agreed terms, each party shall be relieved of all obligations under this Agreement.

7. DISPUTE RESOLUTION

In the event that a dispute arises between the parties and cannot be resolved within fourteen (14) days from the time it arose, either party shall have the right to refer the matter to Arbitration and mediation procedures as laid in the Arbitration and Conciliation Act and the Trademark Act, Laws of Uganda.

8. EFFECTIVE DATE

The effective date of this agreement shall be when both parties append their signatures to this agreement.

THUS DONE AND SIGNED ATON THE
DAY OF20

IN WITNESS WHEREOF, this Agreement is hereby executed by:

Name: _____ Designation: _____

Signed: _____ Date: _____

For and on behalf of the Disclosing Party

Name: _____ Designation: _____

Signed: _____ Date: _____

For and on behalf of the Receiving Party



ANNEX III: ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION,

I, _____ (Name of Assignor), being the only and original creator, have agreed and hereby agree to assign for good and valuable consideration, receipt of which is hereby expressly acknowledged, and do hereby assign and transfer unto

National Agricultural Research Organisation (the "Assignee") whose address is P.O. Box 295, Entebbe, Plot 11-13 Lugard Avenue, Entebbe-Uganda and its successors, assigns and legal representatives, the entire right, title and interest, to the technology relating to the

_____ (Title of Technology)

described in the _____ (e.g., Technology Disclose Form and IPR Application, etc.) dated _____ with disclosure no..... I request that any and all IPRs for said technology and improvements be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

I agree that, when requested, I shall, without charge to said Assignee, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining IPRs for said technology in any and all jurisdiction and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

I authorize and empower said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said technology and improvements filed by it or them, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any jurisdiction for any purpose and more particularly in proof of the right of said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any international treaty or convention which may henceforth be substituted for it.

I covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.



IN WITNESS WHEREOF, I have hereunto signed my name on the day and year set forth below.

EXECUTED at	_____	this	_____	day of	_____	20__
	<i>place</i>		<i>(Day)</i>		<i>(Month)</i>	
Witness:	_____					

	Assignor's Name					
_____	Signature					
_____	Name					
_____	Date					

ANNEX IV: IP LICENSE AGREEMENT

This Agreement is entered into as of _____, 20___, between National Agricultural Research Organisation (NARO), of Plot 11-13 Lugard Avenue, PO Box 295 Entebbe-Uganda (hereafter referred to as “Licensor”) and....., (“Licensee”).

WHEREAS, Licensor has developed the technology or IP; and

WHEREAS, a Licensor has assigned its rights and obligations under the agreement to Licensee and Licensee accepted such assignment; and

WHEREAS, this IP License (this “License”) is needed by Licensee to enable it to perform the obligations assumed by it under the agreement;

NOW, THEREFORE, acknowledging consideration, the parties agree as follows:

1. **Mode of License:** Licensor grants to Licensee a **non-exclusive or an exclusive license**, upon the terms and conditions and subject to the limitations set-forth in this agreement, to use the technology or IP, and all the products and services encompassed thereunder, to perform the obligations under the license, which have now been assumed by Licensee. *(The mode of license should be critically thought about and should clearly spell-out the scope including geographical scope or area of operation for the license granted. The grant of the license may include, without limitation, the right of Licensee to use all patents, trade secrets, copyrights, trademarks, service marks and other intellectual property rights owned or licensed, or in the future developed, owned and/or licensed by Licensor that may be in connection with performance of the agreement).*
2. **Term:** The license shall commence as of the effective date hereof and shall continue until the agreement, including any extensions or renewals thereof, terminates. (Specific period should be agreed between parties eg. License running for 2 years)
3. **Assignment of Rights:** This License and the rights granted under this License may not be sublicensed or assigned, except that;
 - (a) they may be sublicensed by Licensee wholly or in part to a third party solely for the purpose of performing the obligations set-forth in this agreement on behalf of Licensee, and
 - (b) they may be assigned by Licensee to a third-party who has assumed Licensee’s rights and obligations.

More exceptions could be added depending on the nature of the license and on mutual agreed terms.

4. **Use Limitations:** The rights granted in this License are subject to among others the following limitations:

- (a) Licensee shall not modify, decompile, disassemble, reverse engineer, or create derivative works based on the IP or technology defined in this agreement.



(b) Licensee shall use the IP or technology in compliance with applicable law, including but not limited to all applicable provisions of intellectual property laws and other regulatory frameworks.

5. Ownership: Nothing in this License shall be deemed to grant to Licensee any ownership or rights in the IP other than the rights granted herein.

6. Licensor's IP Warranty: Licensor warrants that it has the right to grant the License set-forth hererin and Licensor agrees to indemnify and hold Licensee harmless from and against any damages arising out of Licensee's infringement or violation of the intellectual property rights of others resulting from Licensee's use of the IP in accordance with this License.

7. Maintenance and Technical Support: During the term of this License, Licensor shall provide Licensee with updates, know-how and upgrades of the technology and with maintenance, and support of the technology and IP therein including product development.

8. Payments: Under this agreement, the Licensee shall pay a lumpsum of UGx. annually to the licensor (*this section should specify the amount that the licensee shall pay and clearly put the mode of payment ie. Could be annually, monthly etc. and how the amount would always be reached such as lumpsum or one-off pay, based on sales or profits among others. The licensor may also seek to regularly audit books of accounts of the licensee*).

9. General Provisions

(a) Modification of the license: This Agreement shall be binding upon the parties and inure to the benefit of their respective successors, assigns, heirs and legal representatives and may not be modified or amended except by an instrument signed by or on behalf of all parties hereto. This Agreement contains the entire agreement between the parties hereto with respect to the matters contemplated herein and there are no agreements, representations or warranties with respect to such matters that are not set-forth herein.

(b) Notices: All notices, notifications, and other communications required or permitted pursuant to this Agreement shall be made in writing. Such communications shall be addressed as follows, or as otherwise directed in a notice by any party given to all other parties in accordance herewith:

Licensor to: Director General
National Agricultural Research Organisation (NARO)
Plot 11-13 Lugard-Avenue
PO Box 295 Entebbe-Uganda

Licensee to: Full address of Licensee
CEO/Director
XXXX /Company name
P.O. Box.....



Plot/street.....

(c) Governing Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of(territory or state).

(d) Waivers: No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver; and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

For and on behalf of Licensor

Signature:

Name:

Designation:

Date:

For and on behalf of Licensee

Signature:.....

Name:.....

Designation:.....

Date:.....

Witnesses

Signature:.....

Name:.....

Designation:.....

Date:.....

Signature:.....

Name:.....

Designation:.....

Date:.....



ANNEX V: LICENCE INTENT FORM

APPLICANT	NAME	
	IDENTITY/REGISTRATION NUMBER	
INSTITUTION		
TECHNOLOGY		
<p>Please answer the questions below in the spaces provided so as to enable the Institution to evaluate your application for a Technology licence. Please answer all the questions, as failure to do so may result in your application being refused.</p>		
1. Identify the market and explain how the Technology shall be used/exploited.		
2. Specify the proposed milestones to be reached during the term of the Licence which are required for the successful commercialisation of the Technology.		
3. Describe the resources (personnel and technical) at your disposal and motivate how such resources shall assist in achieving the milestones identified under 2 above. In particular, indicate whether you have access to personnel with relevant technical experience and provide full details of such personnel and their relevant experience.		
4. Indicate whether technical or any other support shall be required from the Institution during the term of the Licence.		
5. Provide details of the relationship envisioned with the Institution after successful commercialisation of the Technology.		

ANNEX VI: MATERIAL ACQUISITION AGREEMENT

MATERIAL ACQUISITION AGREEMENT

BETWEEN
[MATERIAL OWNER]
AND
[RECEIVING Entity]

An AGREEMENT made the day of, 20.... between
..... (“Material owner”) and
..... (“Receiving entity”).

WHEREAS:

Receiving entity is a [corporate description/Legal status], whose mission is [mission statement];

In pursuit of this mission, Material owner exchanges Biological Material/resource with other research institutes worldwide;

In its work, the **Receiving entity** intends to pursue the work in accordance and in spirit of the Convention on Biological Diversity (CBD), the Nagoya Protocol on access to genetic resources and Benefits sharing, the 1973 Convention on International Trade in Endangered Species of Wild Fauna and Flora, the International Treaty for Plant Genetic Resources for Food and Agriculture (ITPGRFA), National ABS regulations, and other regional, national and subnational laws and policies concerning biodiversity;

The Receiving entity and the Material Owner may establish a joint collecting and conservation programme and may instigate collaborative research projects relating to the collection, study and conservation of plant biodiversity; and

Receiving entity is interested in providing the Material owner with certain Biological Materials;

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

- 1.1 **“Biological material”** includes, but is not limited to, plants, plant parts or propagation material (such as seeds, cuttings, roots, bulbs, corms or leaves), fungi or other fungal material, and any other material of plant, animal, fungal, microbial or other origin and the genetic resources contained therein;
- 1.2 **“Commercialization”** means the use or exploitation of genetic resources, their progeny or Derivatives, with the object of, or resulting in, financial gain, and includes but is not limited to the following activities: sale, applying



for, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or licence or in any other manner, commencement of product development, conducting market research, and seeking pre-market approval;

- 1.3 **“Derivatives”** include, but are not limited to, modified or unmodified extracts and any compounds or chemical structures based on or derived from genetic resources and their progeny, including analogues;
- 1.4 **“Genetic Resources”** mean any material of plant, animal, fungal, microbial or other origin containing functional units of heredity of actual or potential value;
- 1.5 **“Material”** shall mean the plant, animal, microbial or fungal biological material transferred from time to time under this Agreement;
- 1.6 **“Third Party”** shall mean any person other than the receiving entity and the material owner.
- 2.1 In consideration of the undertaking by the receiving entity in clause 3.1, below, the material owner shall transfer to the receiving entity the Material listed in each “Notification of Material Transferred under the Material Acquisition Agreement between receiving entity and the Material Owner (the “Notification of Transfer”) to be itemised and agreed by the parties for each material transfer under this Agreement. A proforma copy of the Notification of Transfer is attached as Appendix A hereto.
- 2.2 The Material referred to in clause 2.1 shall be transferred pursuant to the terms of this Agreement.
- 2.3 The signature of Material Owner on any Notification of Transfer shall confirm firstly that Material Owner is satisfied that best efforts have been made as appropriate, to obtain all necessary permits, prior informed consents and licenses in connection with the acquisition by the Receiving Entity of the Material and secondly that the Material Owner is authorised to acquire and supply the Material to the Receiving Entity.
- 3.1 The Receiving Entity undertakes, where reasonably practicable, to provide the Material Owner with a fair and equitable share of any benefits obtained by the Receiving Entity resulting from the use of any Genetic Resources, their progeny or Derivatives, including the results of processing, monitoring, research, development or other use of such Genetic Resources.
- 3.2 Research publications by the Receiving Entity resulting from the use of any Genetic Resources, their progeny or Derivatives, shall acknowledge the Material Owner as the source of such Genetic Resources.
- 4.1 In order to justify investment in the collaboration established by this Agreement, the Receiving Entity must ensure its future use of the Material. Consequently, subject to the terms of clause 4.2, below, the Receiving Entity shall own the Material and may use it for purposes consistent with its not-for-profit mandate.



- 4.2 The Receiving Entity shall not commercialize any Genetic Resources, their progeny or Derivatives, without having obtained the written permission of the Material Owner prior to such Commercialization. Any such Commercialisation to which the Material Owner agrees shall be subject to a separate agreement with the Material Owner consistent with Receiving Entity's policy on access to genetic resources and benefit-sharing.
- 4.3 The Receiving Entity may supply any Genetic Resources, their progeny or Derivatives, to a Third Party and shall use its best efforts to ensure that such Third Party has entered into a written agreement with the Receiving Entity containing conditions no less restrictive than those contained in this Agreement, including the conditions on benefit sharing, publication, Commercialization and supply of Genetic Resources, their progeny or Derivatives, and providing that such Third Party shall not supply such Genetic Resources, their progeny or Derivatives, to any other Third Party (a "Subsequent Recipient") unless such Subsequent Recipient has entered into a legally binding written agreement containing conditions no less restrictive than those contained in this Agreement, including the conditions on benefit-sharing, publication, Commercialization and supply of Genetic Resources, their progeny or Derivatives.
- 5.1 This Agreement shall be in effect from _____ and shall extend for a term of years after such date unless the parties reach prior agreement to new terms. The obligations and rights contained in Clauses 1, 2.2, 2.3, 3, 4 and 5 herein shall survive the expiration or other termination of this Agreement.
- 5.2 Notwithstanding clause 5.1 above, either party to this Agreement may give six months notice to the other party to terminate this Agreement.
- 5.3 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including, without limitation, any of the following: Act of God, governmental act, war, fire, flood, explosion, civil commotion or industrial disputes of a Third Party or impossibility of obtaining gas or electricity or materials. Subject to the affected party promptly notifying the other party in writing of the cause and the likely duration of the cause, the performance of the affected party's obligations, to the extent affected by the cause, shall be suspended during the period the cause persists.
- 5.4 Any dispute, difference or question between the parties arising under this Agreement shall be referred to an arbitrator to be agreed between the parties.
- 5.5 Any notice or other document to be served under this Agreement may be delivered or sent by prepaid air mail to the party to be served at the below address or at such other address as it may have notified to the other party in accordance with this clause. Any notice shall be marked for the attention of the person and at the address indicated below:



[Receiving Entity]:

Name: [Insert name]
Address: [Insert address]

[Material Owner]:

Name: [Insert name]
Address: [Insert address]

Any notice or document shall be deemed to have been served (a) if delivered, at the time of delivery.

- 5.6 The provisions of this Agreement constitute the entire Agreement between the parties relating to the subject matter and the parties do not make any representations or warranties except those contained in this Agreement. The Agreement shall not be considered extended, cancelled or amended in any respect unless done so in writing signed on behalf of the parties hereto.
- 5.7 This Agreement is personal to the parties and none of the rights or the obligations under this Agreement may be assigned or transferred without the prior written consent of the other party.
- 5.8 The provisions contained in each clause and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of these provisions is void and would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
- 5.9 Nothing contained in this Agreement shall constitute a partnership between the Receiving Entity and the Material Owner or constitute either of them the agent of the other.
- 5.10 This Agreement is governed by and shall be construed in accordance with the Laws of Uganda and/or any other international legal and policy frameworks the bind both parties.
- 5.11 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement.

AS WITNESS the hands of the duly authorized representatives of the parties hereto.



SIGNED BY:
for and on behalf of Material Owner

Name:

DATE:

Designation:

SIGNED BY:
for and on behalf of Receiving Entity

Name:

DATE:

Designation:



Appendix A

PRO FORMA

NOTIFICATION OF MATERIAL TRANSFERRED UNDER THE MATERIAL ACQUISITION AGREEMENT BETWEEN THE MATERIAL OWNER

AND

THE RECEIVING ENTITY

The material itemised on the attached sheets, sequentially numbered A1 to A___ and each initialed by a duly authorized representative of the Material Owner and a duly authorized representative of the Receiving Entity, is transferred subject to the Material Acquisition Agreement between Parties, dated

SIGNED

for Material Owner

for Receiving Entity

Name:

Name:

Designation:

Designation:

Date:

Date:

CONFIRMATION OF GOVERNMENT APPROVAL

AS A DULY AUTHORISED REPRESENTATIVE OF [Government Department/
Name of Host Country], I HEREBY CONFIRM, ON BEHALF OF THE
GOVERNMENT OF [Name of Host Country] THAT I HAVE REVIEWED AND
APPROVED THE MATERIAL ACQUISITION AGREEMENT, DATED

..... 20... BETWEEN the Material Owner AND the
Receiving Entity.

SIGNED:

FOR [Government Department/Name of Host Country]

NAME:

DATE:

TITLE:

DEPARTMENT:



NOTIFICATION OF MATERIAL TRANSFERRED
UNDER THE MATERIAL ACQUISITION AGREEMENT BETWEEN

THE MATERIAL OWNER

AND

THE RECEIVING ENTITY

The material itemised on the attached sheets, sequentially numbered A1 to A___ and each initialed by a duly authorized representative of the Material Owner and a duly authorized representative of the Receiving Entity, is transferred subject to the Material Acquisition Agreement between [Partner] and [PG], dated

SIGNED

for Material Owner

for Receiving Entity

Name:

Name:

Designation:

Designation:

Date:

Date:



ANNEX VII: INTELLECTUAL PROPERTY LEGAL FRAMEWORK

National Legal and policy framework

- i. The Industrial Property Act, 2014.
- ii. Plant Variety Protection Act, 2014.
- iii. The Copyright and Neighbouring Rights Act No. 6 of 2006.
- iv. The Copyrights and Neighbouring Right Regulations, S.I No. 1 of 2010.
- v. The Trademarks Act No. 17 of 2010.
- vi. The Trade Secrets Protection Act, 2009.
- vii. Geographical Indication Act, 2013.
- viii. The Uganda Registration Services Bureau Act Cap. 210 (2004)
- ix. The Uganda National Council for Science and Technology Act Cap. 209 (1990)
- x. Access to genetic resources and benefits sharing and ABS regulations, 2009.
- xi. Seed and Plant Act, 2006.
- xii. NAR, ACT 2005.

Regional binding Treaties

- i. Banjul Protocol on Marks within the Framework of the African Regional Industrial Property Organization (ARIPO) (November 21, 2000).
- ii. Cultural Charter for Africa (September 19, 1990).
- iii. Harare Protocol on Patents and Industrial Designs within the Framework of the African Regional Industrial Property Organization (ARIPO) (April 25, 1984).
- iv. Lusaka Agreement on the Creation of the African Regional Intellectual Property Organization (ARIPO) (August 8, 1978).
- v. Arusha Protocol for protection of new plant varieties.
- vi. Swakopmund protocol on protection of traditional knowledge and expression of folklore.

International Binding Treaties

- i. Beijing Treaty on Audiovisual Performances (June, 2012).
- ii. Marrakesh Treaty to Facilitate Access to Published Works for persons who are blind, Visually Impaired or Otherwise Print Disabled (June, 2013).
- iii. Patent Law Treaty (2000).
- iv. Patent Cooperation Treaty (February 9, 1995).
- v. Nairobi Treaty on the Protection of the Olympic Symbol (October 21, 1983).
- vi. Convention Establishing the World Intellectual Property Organization (October 18, 1973).
- vii. Paris Convention for the Protection of Industrial Property (June 14, 1965).
- viii. Nagoya Protocol for access to genetic resources and benefits sharing.

ANNEX VIII: PROCEDURES FOR TECHNOLOGY DISCLOSURE

TDF shall be completed and submitted to IP Office by the Lead researcher, Researchers' team(s), or creator (s).

Delivery of the TDF shall be made physically to the IP Office in a sealed confidential parcel or on a specific email address as guided by the IP Office. The disclosure number shall be given.

This stage assists to determine appropriate protection territories and means of channelling the IP for uptake, obtaining maximum value by target beneficiaries and society in general.

It also helps to identify and determine contributors to the conception of the IP and appropriate beneficiaries.

At this level, the IP shall be kept confidential between the IP Office and Researcher (s). In the event there is need for a researcher to disclose the technology before acquiring the filing date, the researcher shall ensure that there is a Non-Disclosure Agreement (NDA). Filing date is a date given by an Intellectual Property Office or a Receiving Office before which forms a basis for determining prior art.

In the event the researcher(s) fails to disclose such a technology, they shall forfeit the resultant IP to NARO.

Where a proposal or concept is thought to yield an IP, researcher(s) shall be required to sign Non-Disclosure Agreements with any individual(s) or entities it is to disclosed.

Researchers are required to maintain 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.

Key parts of the TDF

- i. **Title of Technology:** This provides a concise yet sufficiently descriptive title to aid in identifying the technology.
- ii. **Technology Abstract:** Provides a brief description of what the technology is, and what problem it may solve with a sufficient amount of the detail that shall convey a clear understanding of the technical merits, commercial usefulness, practical applications of the technology and aid in identifying possible IP.
- iii. **Detailed Technology Description:** This is a complete, enabling description of the technology in a plain language (new or unusual features/attributes and benefits are important to highlight), drawings, schematics, flow diagrams, manuscript, photograph, sketches, reports, references to relevant publications and patents if known or any other descriptive material may be very helpful. Description should also include the construction, steps, processes and principles involved, so that someone of ordinary skill in the art could reproduce and practice this technology.



iv. **Contributors to the technology:** This should comprise a list of individuals, who are believed to have contributed to the realization of the technology, including non-NARO staff. The institutional affiliation reflected should be that where the co-inventor was at the time the technology was developed. For purposes of these guidelines, a co-inventor is an individual who has conceived of or contributed an essential element, either independently or jointly with other, during the development of the technology whereas a non-inventor is an individual who does not have substantial technical contribution to the conception of the technology but contributed in one way or another to the technical realization of the technology i.e. field staff etc. Note that, each main contributor must complete and sign the warranty of the TDF. *See Technology Disclosure Form in annex one.*

Within 14 days after receipt of a completed TDF, an assessment of the technology merit shall be conducted and an assessment report prepared on IP protection validity (possible IP rights and protection territories) and commercial viability to present to the IPMC for approval.



ANNEX IX: INTELLECTUAL PROPERTY MANAGEMENT COMMITTEE CHARTER

This charter is designed to define the organization and function of the IPMC and to establish detailed procedures for determining membership needs and its operations.

I. NAME

Intellectual Property Management Committee (IPMC)

II. PURPOSE AND SCOPE

The IPMC is a standing Committee reporting to the Director General through the Deputy Director General responsible for Agricultural technology Promotion. The function of the IPMC is to guide effective and efficient implementation of the NARO Intellectual Property (IP) policy by guiding and making recommendations on matters of policy, innovation process, product development and intellectual property management. It will advise and make recommendations to NARO Management on matters involving IP protection, commercialisation, technology transfer and enforcement.

The key responsibilities of the IPMC in carrying out its purpose include:

1. Implementation of the NARO Intellectual Property Policy and its Guidelines;
2. Deciding and recommending the IP Rights to be protected in various territories as submitted by the IP Office;
3. Deciding and recommending product branding;
4. Considering commercialization plans/business proposals, strategies and recommend establishment of spin-off companies;
5. Evaluating, negotiating and recommending IP agreements and award of IP contracts in accordance with the objectives of this Policy;
6. Presiding over IP conflict resolution and arbitration arising from IP management;
7. Making recommendations to NARO Management on recognition of IP creators;
8. Making recommendations to NARO management on award of non-monetary benefits;
9. Recommending action(s) against breach of any rules and provisions of this policy to NARO Management;
10. Recommending changes to the NARO IP Policy and its Guidelines.



III. IPMC MEMBERSHIP

The membership of the Intellectual Property Management Committee is appointed by the Director General. The Committee shall have a maximum of Seven (7) voting members drawn from broad areas of research and development to provide broad representation of research interests in NARO. A Member shall serve a term of three (3) year renewable once based on performance and at the discretion of the Director General.

Members of the Committee shall be appointed according to the procedures in the NARO IP Policy and guidelines. Vacancies that arise from resignation or departure shall be filled in the same manner.

Ex-officio members of the Committee shall constitute the IPMC Secretariat, these shall include; Officer responsible for Intellectual Property, Officer responsible for Legal Affairs and Officer responsible for Incubation and Commercialisation.

The IPMC, at its discretion when deemed fit, may co-opt up any member(s) to advise the Committee on certain matters.

A minimum of 2/3 of the IPMC shall be PARI representatives including atleast one PARI Director of Research.

At his/her discretion, the Director General may appoint any member(s) outside NARO community to serve on the IPMC based on their expertise.

IV. OFFICERS OF THE IPMC

- A. Chairperson** - The Chairperson shall be appointed directly by the Director General and shall serve 3 year term renewable once at the discretion of the Director General.

The Chairperson shall;

1. Preside at all meetings or designate another member to preside.
2. Schedule regular meetings of the Committee.
3. Prepare a tentative agenda for each meeting for distribution to members of the Committee at least three working days prior to regular meetings and one day prior to special meetings.
4. Approve the draft minutes of the meetings for distribution to the members of the Committee for review and approval.
5. Appoint special subcommittees as and when required.
6. Call special meetings when necessary.
7. Oversees the preparation and production of an Annual Report of the Committee's activities.

B. Secretary - The Secretary to the IPMC shall be the Officer responsible for Intellectual Property in NARO. The Secretary shall serve as an Ex-Officio to the Committee and shall provide technical and administrative support services.

The Secretary shall be responsible for;

- i. Recording minutes for each meeting, and shall distribute these to members after signature by Chairperson.
- ii. Receiving agenda items prior to the meeting and assist the Chairperson in preparing an agenda for each meeting.
- iii. Collating agenda papers and documents for each meeting.
- iv. Maintaining attendance records and a register of members.
- v. Maintaining custody of IPMC documents.
- vi. Timely delivery of the necessary documents for IPMC meetings.
- vii. Generally organise, record and maintain information pertaining to the activities of the IPMC.

V. MEETINGS OF THE IPMC

Regular meetings shall be scheduled at least once every three (3) Months during the regular Financial Year.

The Chairperson may call a special meeting when he/she deems such action necessary.

Items for inclusion in the tentative agenda of a regular meeting must be submitted to the Chairperson through the Secretary at least five working days prior to the meeting whereas items for inclusion in the tentative agenda of a special meeting must be submitted to the Chairperson through the Secretary at least two working days prior to the meeting.

Any member of NARO and IPMC may submit tentative agenda items to the Chairperson through the Secretary of the Committee.

Two thirds (2/3) of voting members shall constitute a quorum.

The agenda shall be adopted at the beginning of each meeting by a simple majority of members present.

In any matter requiring a vote, the vote of each member present shall be recorded equally.

If a member is unavoidably absent from a meeting, he/she shall notify the Chairperson of the Committee ahead of time with reasons and circumstances under which he/she would not be able to attend the meeting.



VI. SUBCOMMITTEES

No standing subcommittees are authorized.

Special or ad-hoc subcommittees shall be appointed by the Chairperson of the IPMC as and when deemed necessary to carry on specific items of work of the Committee.

VII. IPMC DECISIONS

Decisions and actions of the IPMC shall be subject to ratification of top management and approval by the Director General or his designee.

VIII. REMUNERATION & ENTITLEMENTS

IPMC members shall be entitled to the following:

- a) Sitting allowance for attending each meeting of the Committee as may be determined by NARO Management from time to time, and
- b) Additionally, a member will be entitled to reimbursement of expenses such as night allowance and per diem incurred by a member in connection with attending committee meetings or any other committee activities. This shall be guided by NARO financial guidelines.

IX. REPORTING

The IPMC shall report regularly to the Director General through the Deputy Director General responsible for Agricultural Technology Promotion on decisions and recommendations made by the Committee.

The Committee shall submit an annual report to NARO Management and Director General. The report shall describe all cases in which Intellectual Property Rights (IPRs) might have been asserted, the cases among these in which such rights actually were asserted, any disputes that arose between NARO and the inventors and Commercialisation strategies developed and implementation procedures. The report shall also include any changes the Committee may recommend to NARO IP policy.

X. CONFIDENTIALITY

Members of the IPMC shall be required to sign a confidentiality agreement. Likewise, any member(s) approached for advice and counsel with regard to any technology disclosure shall also be asked to sign a confidentiality/ Non-Disclosure Agreement.

Committee members and/or any other person(s) working with or for the Intellectual Property Committee are obliged to treat any information which they obtain in the course of this work as confidential. This does not apply if the technology has been published or otherwise legally made accessible to the public. The duty of confidentiality continues to apply to individuals who stop work with or for the committee.



XI. AMENDMENT OF CHARTER

This IPMC Charter and procedures may be amended at any regular meeting of the Committee by a two-thirds vote of the voting members present, provided that the amendment has been submitted in writing to each member at least three (3) working days prior to the meeting. Any amendments to the Charter and Procedures shall be subject to final approval by the Director General.

XII. EFFECTIVE DATE OF IMPLEMENTATION

These procedures shall become effective when approved by the Director General.

Plot 11- 13, Lugard Avenue, Entebbe | P.O Box 259, Entebbe, Uganda Tel: +256 414 320512, 320341/2 | Email: dgnaro@naro.go.ug



www.naro.go.ug



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