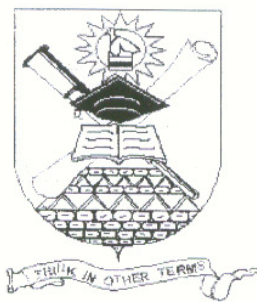


NATIONAL UNIVERSITY OF SCIENCE AND TECHNOLOGY



THINK IN OTHER TERMS

Intellectual Property Policy

NATIONAL UNIVERSITY OF SCIENCE AND TECHNOLOGY

Intellectual Property Policy

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FOREWORD

This Intellectual Property Policy (IPP) document of the National University of Science and Technology (NUST) represents a Strategic Initiative for NUST in the context of its Third Strategic Direction contained in the NUST Strategic Plan for the period 2006 to 2010. The Third Strategic

In pursuance of the objectives contained in the Strategic Plan of the University, an Ad-Hoc Committee was set up with a brief to spearhead the drafting of an Intellectual Property Policy (IPP) for NUST.

The Ad-Hoc Committee then organised a one day knowledge gathering Workshop at NUST on the 3rd of May 2006, with external participants being drawn from appropriately selected organisations in the country namely: Ministry of Justice, Legal and Parliamentary Affairs, Ministry of Science and Technology Development, Scientific Industrial Research and Development Centre (SIRDC), the Research Council of Zimbabwe (RCZ), the University of Zimbabwe Faculty of Law, African Regional Intellectual Property Organisation (ARIPO), the National Arts Council of Zimbabwe, and the Zimbabwe Association of Inventors.

The Ad-Hoc Committee benefited significantly from the use of the Intellectual Property Policy document of Moi University, Kenya, which was used as a template, courtesy of ARIPO Head Office in Harare. Further, the Committee benefited from the publications of the World Intellectual Property Organisation (WIPO), which are all cited in the Bibliography at the end of this document. References were also made to the IPP documents of other Universities that the Committee became aware of during the course of its deliberations. Members of NUST take this opportunity to thank all the Organisations and Institutions, paying special regard to their officials, with whom NUST staff fruitfully interacted.

Lastly, special tribute is given to members of the Ad-Hoc Committee for this Document.

EXECUTIVE SUMMARY

The National University of Science and Technology (NUST) Intellectual Property Policy (IPP) document consists of five chapters. Issues articulated in each chapter are summarised below.

Chapter One

The NUST Strategic Plan (2006-2010) emphasizes research and innovation leading to creation of Intellectual Property (IP). It is in this context that NUST decided to develop an Intellectual Property Policy (IPP) that seeks to protect the intellectual property rights of its scholars and researchers. The guiding principles for the IPP include protection of the interests of all key stakeholders involved in the creation of IP. The overall objective of the IPP is to complement the efforts of NUST to continuously improve research, innovation, consultancy and advisory services. The policy addresses, in particular the NUST strategic plan direction to develop and implement innovative strategies for knowledge transfer to enhance commercialisation.

Chapter Two

The NUST IPP conforms to the guidelines of the World Intellectual Property Organization (WIPO) and to the existing national legislation of Zimbabwe in respect of Intellectual Property Rights (IPRs) administered through the Zimbabwe Intellectual Property Office. The categories of IPRs covered by Zimbabwe legislation include Patents, Industrial Designs, Trademarks, Utility Models, Copyright and Neighbouring Rights, Trade Secrets and Know-How, Plant Breeders Rights, Geographical Indications and Integrated Circuit-Layout Designs.

Chapter Three

The IPP pronounces the ownership rights of employees of NUST, their collaborators and sponsors as well as students involved in the production of research reports. These rights are protected through the Participation Agreement (PA), Material Transfer Agreement (MTA) and Confidentiality Agreement (CA) signed at the inception of all research activities at NUST.

Chapter Four

NUST-Technopark and the Department of Research and Innovation will handle issues of disclosure of inventions and research findings. The roles of these two departments in the context of development and management of Intellectual Property at NUST are described in this chapter. Furthermore, the procedures and ethical considerations, which entail protection of confidentiality through Confidential Disclosure Agreement (CDA) and Non-Disclosure Agreement (NDA) forms, are described.

Chapter Five

NUST is a publicly funded institution. Consequently it is in the national interest that intellectual property, which is developed at this University, should be destined for application and commercialisation. Intellectual Property developed at NUST shall, as far as possible, be commercialised through either of two routes, namely licensing and Spin-off Companies. Between Fifty and Seventy percent (50-70%) of the proceeds emanating from exploitation of an IP developed at NUST will be allocated to the Inventor(s)/Researcher(s) over the life span of the patent, or their estate in the case of his/her death. The remaining percentage shall be negotiated between the inventor(s)/researcher(s) on the one hand and the other interested parties as guided below:

- | | |
|---|--------|
| • University Central Account | 15-25% |
| • Department of the inventor(s)/researcher(s) | 5-10% |
| • Researcher(s) Vote | 3-5% |
| • Faculty of the inventor(s)/researchers(s) | 3-5% |
| • NUST-Technopark | 2-4% |
| • Research and Innovation Department | 2-4% |

TABLE OF CONTENTS

Foreword	i
Executive Summary	ii
Table of Contents	iii
Definition of Terms.....	v
1. INTRODUCTION	1
A: Mission and Aims of the National University of Science and Technology (NUST) .	1
B: Justification and Rationale for the NUST Intellectual Property Policy (IPP)	1
C: Guiding Principles of the NUST IPP	2
D: Aims and Objectives of the IPP of NUST	4
2. INTELLECTUAL PROPERTY RIGHTS (IPRs) THAT ARE COVERED BY THE NUST IPP	6
A: Coverage Intellectual Property Rights (IPRs).....	6
B: Patents.....	6
C: Trademarks	8
D: Industrial Design.....	8
E: Utility Models	9
F: Geographical Indications (GI)	9
G: Integrated Circuit-Layout Designs	9
H: Trade Secrets and Know-How	9
I: Passing Off	10
J: Copyright and Neighbouring/Related Rights	10
K: Plant Breeders' Rights	11
L: Traditional Knowledge (TK).....	11
3. RIGHTS TO OWNERSHIP	12
A: Important Agreements	12
B: Ownership of Intellectual Property Rights by NUST	12
C: Ownership by a Sponsor	13
D: Ownership by Individual Staff Member.....	13
E: Research Projects, Dissertations, Theses and other Publications	14
F: Commercial Exploitation of an Invention by the Inventor	14
G: Ownership of Equipment	15
H: Appeals.....	15
I: Dispute Resolution.....	15
4. DISCLOSURE OF INVENTIONS	16
A: Importance of Disclosure of Inventions	16
B: Role of NUST-Technopark	16
C: Role of the Research and Innovation Department.....	16
D: Handling of Disclosure.....	17
E: Premature Disclosure.....	17
F: Obligations of the University during and after Invention Disclosure	18

TABLE OF CONTENTS (Cont.)

G: Obligations of Inventor(s) During and After Disclosure of Inventions/Creations	18
H: Confidential Disclosure Agreement (CDA) or Non-Disclosure Agreement (NDA)	19
5. COMMERCIALISATION OF INTELLECTUAL PROPERTY AND REVENUE DISTRIBUTION.	20
A: Introduction.....	20
B: Licensing.....	20
C: Spin-off Companies.....	20
D: Conflict of Commitment and Conflict of Interest.....	21
E: Revenue Distribution.....	22
 Bibliography	 24

DEFINITION OF TERMS

Copyright	Copyright is a legal term that describes the rights given to creators of literary and artistic works. This includes literary novels, poems, plays, films, musical works, drawings, paintings, photographs, sculptures and architectural designs.
Industrial Design	An Industrial Design is the ornamental or aesthetic aspect of an article. It may be the shape, the patterns, lines or colour of an article. Industrial Designs are what make an article attractive and appealing, hence adding to its commercial value and marketability.
Intellectual Property	Intellectual Property is a general term which encompasses all types of creations of the human intellect, such as inventions, patents, copyrights, plant breeders rights, trademarks, trade secrets, utility models, industrial designs, etc.
Inventor	Means an inventor, creator or breeder, and is understood to mean a person who devises an invention or creates a work or breeds a plant.
Know-how	Refers to the actual human technical skills derived from experience in working on a certain technology. It may or may not be part of a Trade Secret.
Neighbouring Rights	Neighbouring Rights to copyright are designed for the performing artists in their performance. They cover producers of phonograms and broadcasters of radio and television programmes.
Patent	An exclusive right granted for an invention, which sometimes is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem in industry or in agriculture. The issued Patent grants the owner the right to exclude and prevent others from practising or using the patented invention.
Patent Protection	Means that an invention cannot be commercially made, used, distributed or sold without the patent owner's consent. These rights are enforceable in a court of law, which holds the authority to stop Patent infringement.
Royalties	The determination of what constitutes 'royalties' and 'other consideration' within the meaning of this policy rests within the discretion of the University. For example, equipment or funding for support of research received by the University shall not constitute 'royalties' or 'other consideration' under this policy. The net proceeds from the sale of equity shall be considered as 'other income' and shall be treated as if those proceeds were received at the time the licence was executed.

Software	Software shall include one or more computer programmes existing in form, or any associated operational procedures, manuals or other documentation, whether or not protected by patent or copyright. The term 'computer programme' shall mean a set of instructions, statements or related data that in actual or modified form, is capable of causing a computer or computer system to perform specified functions.
Trademark	A Trademark is a distinctive sign which identifies certain goods and services as those produced or provided by a specific person or enterprise. The system helps consumers identify and purchase a product or service because of its nature and quality indicated by its unique Trademark.
Trade Secrets	Trade Secrets comprise of confidential information, possibly of a scientific, technical, business, commercial or financial nature, that is treated as the property of an organisation.
Utility Model	A Utility Model is an invention which does not meet all the requirements of patentability, but has an industrial use.

CHAPTER ONE

INTRODUCTION

A: Mission and Aims of the National University of Science and Technology (NUST)

1. The National University of Science and Technology (NUST) was established by the National University of Science and Technology Act of 1990 as a second State University in Zimbabwe.

The Mission of the University is: **“To contribute positively towards the advancement of humanity through the provision of knowledge-based solutions to scientific, technological, economic and social challenges.”**

The broad aims of NUST are:

- (a) To design and offer quality academic programmes that respond to a dynamic environment and stakeholder needs.
- (b) To generate knowledge and develop skills through research, to meet national imperatives and societal needs.
- (c) To develop and implement innovative strategies for knowledge transfer to enhance commercialisation, consultancy and advisory services.
- (d) To create and sustain an environment conducive to effective learning, teaching and productivity.

B: Justification and Rationale for the NUST Intellectual Property Policy (IPP)

2. The justification and rationale for the NUST Intellectual Property Policy (IPP) are:
 - (a) To provide the University with a platform for protecting the rights and privileges which creators and innovators traditionally enjoy in the pursuit of knowledge.
 - (b) To foster an environment that encourages technology transfer, adaptation, demonstration and diffusion of research outputs generated at the University for the benefit of the country.
 - (c) To create an environment that assures researchers that their ownership rights are protected and that the financial or other benefits flowing from commercialisation of their research findings are distributed according to an equitable method. To this end, the University desires a fair share from the research outputs of its research staff, determined against the availability and utilisation of University resources and University infrastructure that enable research work to be performed in the first instance.
 - (d) To provide an environment that increases productivity and diligence among staff to intensify scientific and technological investigations as well as search for more ways of making their scientific and technological discoveries to be applicable to industry and other fields of development

- (e) To contribute to the creation of a knowledge-based economy in Zimbabwe, which economy should be driven by scientific and technological interventions in all sectors.
- (f) To create opportunities for the University to work in partnership with inventors, innovators, other stakeholders and society and to negotiate for reasonable and equitable provisions for the disposition of patents and other rights.
- (g) To enable the University to use funds accruing to it from the utilisation of Intellectual Property (IP) and inventions to facilitate and advance further research and scholarship.

C: Guiding Principles of the NUST IPP

3. In order to benefit adequately from the planned endeavours, NUST recognises the need to take care of the interests of all stakeholders who contribute in one way or another in the process of commercialisation of inventions, innovations and research findings at NUST. These include:
 - (a) The inventor
 - (b) Support staff and students
 - (c) The University
 - (d) The inventor's Faculty and Department
 - (e) Visiting researchers
 - (f) Sponsors (Commerce and Industry, Government, and Partners)
 - (g) NUST-Technopark
 - (h) Research and Innovation (R&I) Department
 - (i) The Licensee/Licensor
 - (j) Collaborating Institutions
 - (k) Collaborating individuals external to NUST

4. The inventor is a major stakeholder in the process of commercialisation of IP due to the following, among other things:
 - (a) Intellectual input
 - (b) Conceptualisation of the idea
 - (c) Investment in terms of time and capital

5. NUST is a stakeholder in protected and/or commercialised IP since the University:
 - (a) Provides the infrastructure for the researcher or inventor to operate
 - (b) Provides the researcher's salary
 - (c) Provides direct and indirect financial support for research
 - (d) Provides the goodwill
 - (e) Provides any other enabling environments

6. NUST has a Unit, which is called the Technopark that has the required expertise to search for, identify processes and initiate the commercialisation of IP.

7. NUST has a Research and Innovation Department that negotiates research contracts, administers research projects and documents research outputs.
8. Where the researcher makes initial contact with a sponsoring agency regarding potential research collaboration, consultancy or contract research, it is important that the researcher is aware of the key points to be addressed during negotiation. For the detailed and final negotiation of contracts, the researcher shall refer to the Research and Innovation Department in the case of research contracts and to NUST-Technopark in the case of consultancy or contract research.
9. NUST shall reward individuals and/or staff for their inventions and innovations and shall consider an IP application which has been examined and approved by the relevant National Intellectual Property Office, as equivalent to a publication in a refereed journal for purposes of promotion.
10. Where support staff or students are involved in the process of invention, they shall be considered for financial rewards and other recognition given to the inventor in the context of the commercialisation of the invention.
11. Where collaborating individuals external to NUST have been involved in the process and/or processes leading to an invention or innovation, such people shall be considered for financial rewards and other recognition given to the primary investigator and/or inventor in the context of the commercialisation of the invention.
12. Royalties will be distributed to staff, students, support staff and external collaborators as set out in a prior Agreement. NUST-Technopark will manage the distribution.
13. NUST-Technopark shall seek preliminary application for Intellectual Property Rights (IPRs) for potential inventions, innovations and research findings to guard against "premature disclosure", which may compromise protection and commercial exploitation of an invention.
14. As a way of educating the University Community about IP and related issues, information on the same shall be included in the Yearbook. NUST-Technopark shall organise such activities as seminars for the University Community. Students shall be encouraged to seek more information on IP from relevant offices.
15. Where an industrial, commercial, government or some other enterprise may provide employment to NUST staff, researchers and students who are involved in the development of an invention or innovation with a commercial potential, the employer may have access to NUST technology.
16. Ownership of IP arising from externally funded research shall be governed by the terms of the Agreement between NUST and the sponsor. NUST shall negotiate the IP clauses of sponsored research agreements in accordance with the objectives of this Policy, after consultation with the chief investigator leading the research project concerned.

17. Inventions and innovations developed at NUST may eventually be purchased by, or licensed to Industry, Commerce and some other enterprises for exploitation.
18. NUST-Technopark shall receive Invention Disclosure, undertake searches for novelty of the invention, pay the cost of processing IP applications, market the invention and negotiate the licences and royalties. The Office shall also set up a Technical Information Centre and collect technical documentation of Zimbabwean patent information as well as information needed to commercialise inventions such as Standards.

D: Aims and Objectives of the IPP of NUST

19. The IPP complements the efforts of NUST to continuously improve research, innovation and consultancy services. The Policy addresses, in particular, the NUST strategic direction to develop and implement innovative strategies for knowledge transfer to enhance commercialisation, consultancy and advisory services. The Policy shall harmonise to possibly conflicting interests of NUST staff and students, Industry, Commerce and any other collaborating stakeholders that may be involved in the generation and commercialisation of new knowledge and inventions.

NUST is dedicated to teaching, research as well as the dissemination and in particular, the application of all newly generated knowledge.

20. The aims of the NUST IPP are:
 - (a) To govern the disposition of IP generated at NUST.
 - (b) To advance research in science and technology.
 - (c) To ascertain that all discoveries, inventions and innovations generated by staff members and students or jointly with collaborating individuals, scientists and industrialists are utilised in ways most likely to be beneficial to the public and the inventor.
21. The objectives of the NUST IPP are:
 - (a) To promote scientific inquiry, creativity and innovation.
 - (b) To promote, protect and encourage scientific research and inventions.
 - (c) To foster an enabling environment that encourages the generation of, and expedites the dissemination as well as application of new knowledge by researchers at NUST for the greatest benefit to the public through efficient processes of technology transfer.
 - (d) To protect the traditionally accepted rights of scholars to control and to benefit from their scholarly works, discoveries and inventions.
 - (e) To support the marketing and licensing of IPs, and in particular, those IPs that are of benefit to the public.
 - (f) To promote continued research, innovation and development.

- (g) To ensure that the financial or other benefits ensuing from research outputs are distributed in a fair and equitable manner that recognizes the contributions made by the inventor and/or researcher and by NUST as well as by any other collaborator.
- (h) To establish standards for determining the rights and obligations of NUST, the creators of Intellectual Properties and their sponsors, in regard to, any discoveries and inventions created under the auspices of NUST.
- (i) To ensure compliance with National Laws and Regulations.
- (j) To provide IP education to members of the NUST Community and students through the inclusion of IP related curricula in all degree programmes.

22. The NUST IPP addresses the following issues:

- (a) Coverage of IPRs
- (b) Ownership of IP
- (c) Disclosure of IP
- (d) Marketing, commercialisation and licensing of IPRs
- (e) The distribution of income generated by the commercialisation of IP
- (f) The rights and obligations of NUST, its inventors, researchers as well as its sponsors and collaborators
- (g) Conditions governing Contract Research
- (h) The consultancy or advisory services provided by NUST staff, collaborative Research and Development (R&D) services

CHAPTER TWO

INTELLECTUAL PROPERTY RIGHTS (IPRs) THAT ARE COVERED BY THE MUST INTELLECTUAL PROPERTY POLICY

A: Coverage

23. Intellectual Property (IP) refers to the creations of the mind such as inventions, procedures, literary and artistic works, symbols, names and images. IP is divided into two categories, namely Industrial Property and Copyright and Neighbouring (Related) Rights.
- (a) Industrial Property deals with Intellectual Property Rights (IPRs) that are considered of importance to commerce, industry and agriculture. Industrial Property Rights enable the protection of patents for inventions, utility models, industrial designs, trademarks, trade names, service names, new plant varieties and geographical indications.
 - (b) Copyright includes literary works such as novels, poems and plays, films, musical works, artistic works such as drawings, paintings, photographs, sculptures and architectural designs.
 - (c) Neighbouring Rights to copyright include those of performing artists in their performance, producers of recordings, and those of broadcasters in their radio and television programmes.
24. **Intellectual Property Rights (IPRs)**

According to the World Intellectual Property Organisation (WIPO), IPRs are like any other Property Rights; they allow the creator, or owner of a patent, trademark or copyright to benefit from his or her own work or investment. The rights are backed by a specific legal system that provides legislation, law compliance, policing, prosecution, court practices and infringement penalties.

Zimbabwean Law recognizes and regulates the protection and enforcement of the following Intellectual Property Rights: Patents, Trademarks, Copyright and Neighbouring Rights, Industrial Designs, Geographical Indications, Unfair Competition, Integrated Circuit Layout-Design, Passing Off, Trade Secrets, and Plant Breeders Rights.

B: Patents

25. The European Patent Office (EPO) defines a Patent as a legal title granting its holder the exclusive right to make use of an invention in a limited area and for a period of time, by stopping others from, among other things, making, using or selling it without authorisation.
26. In the Zimbabwean Statutes an invention is regarded as a solution to a specific problem or problems in the field of technology. Legislation pertaining to patent aspects of IP in Zimbabwe dates back to 1939. Since then the legislation has been revised several times. The last reconstruction and consolidation of the legislation relating to patents was in 2002, being the **Patents Act** (Chapter 26:3)

27. A technical invention fulfilling minimal requirements in respect of the following criteria is considered patentable:
- (a) It must be new. It should not have been formerly described, produced or explained in previous publications in any language.
 - (b) It must be inventive. It should not be obvious or self-evident. The invention must contain a creative idea and must be advancement in the technical field. It may not be a modification that is obvious to a person that is a practitioner in the given field.
 - (c) It must be applicable in industry, commerce or in agriculture. It must be practical, exploitable, capable of being tested and verified, so that the usefulness and effectiveness of the invention can be authenticated.
28. The first step in obtaining a patent is the filing of a patent application. The application must contain the title of the invention, an indication of its technical field, the background and description of the invention in clear language and enough detail must be provided in such a way that an average practitioner in the field can use the information provided to reproduce the invention. It would be helpful if such descriptions were accompanied by visual materials such as drawings, plans, or diagrams to better describe the invention. The application must also indicate the "claims" that form the basis of protection granted by the patent.
29. Any individual or group of individuals can apply for a patent. A legal entity, such as a company or a university, can also apply for a patent. It is usual for an individual, or group of individuals to opt to assign the right for an invention to an employer. In that case the employer becomes the assignee. It then becomes the responsibility of the assignee to apply for a patent and to turn the invention into an innovation in the form of a marketable product or process.
30. In Zimbabwe, a Patent is granted by the Patents Office, which is a section of the Zimbabwe Intellectual Property Office (ZIPO) in Harare. An applicant can request for protection for an invention in one or more countries, and each country decides whether or not to offer protection within its borders. The WIPO-administered Patent Co-operation Treaty (PCT) provides for the filing of a single international patent application, which has the same effect as national applications filed in the designated countries. Generally, the term of protection for a patent is twenty (20) years, provided annual maintenance fees are paid.
31. The exclusive rights granted to a patent are limited by:
- (a) The country in which protection has been sought and obtained.
 - (b) The period of protection which depends on the patent laws of the respective countries.
 - (c) The maintenance fees, which are payable annually.
 - (d) The exploitation of the invention within a reasonable time, usually a period of three years from the date of granting of the patent.

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 - (c) The maintenance fees, which are payable annually.
 - (d) The exploitation of the invention within a reasonable time, usually a period of three years from the date of granting of the patent.

C: Trademarks

32. Trademarks are defined by WIPO as distinctive signs which identify certain goods or services as those produced or provided by a specific enterprise, person or persons.

Registered trademarks in Zimbabwe are protected in respect of application, forgery, and restriction on importation of goods bearing registered trademarks through **The Trade Marks Act** [Chapter 26:04] of 1974.

33. A Trademark provides protection to the owner of the mark by ensuring the exclusive right to use it to identify goods and services, or to authorise another party to use it in return for payment.

Trademarks can take the form of one or a combination of words, letters and numerals. They may consist of a variety of distinguishing features including: drawings, symbols and shapes, audible signs such as music, vocal sounds, fragrances and/or colours.

34. In Zimbabwe, an application for the registration of a Trademark must be filed with the Registrar of Companies, Patents and Trademarks at ZIPO. The application must contain an accurate and clear reproduction of the sign filed for registration. The application must also contain a list of goods or services to which the sign would apply. Disputes relating to Trademarks are dealt with by the IP Tribunal.

35. A Trademark is normally granted for an initial period of ten (10) years and is renewable indefinitely, subject to the payment of annual fees.

D: Industrial Design

36. An Industrial Design is the ornamental or aesthetic aspect of an article. The Design may consist of three-dimensional features, such as the shape or surface of an article or of two-dimensional features such as patterns, lines or colour.

37. The Zimbabwean **Industrial Designs Act** (Chapter 26:02) was first promulgated in 1971 and was last amended in 1994. An Industrial Design can apply to a wide range of products such as medical instruments, watches, jewellery, house wares, electrical appliances, vehicles, aircraft, architectural structures and/or leisure goods.

An Industrial Design is primarily of an aesthetic nature. Any technical features of the article to which it is applied are not protected.

38. Industrial Designs are what make an article attractive and appealing, adding to its commercial value and improving its marketability. To qualify for registration, the design must be "new" and "original". When an Industrial Design is protected, the owner that has registered the Design is assured of an exclusive right against unauthorised copying or imitation of the Design by third parties. In addition, an effective system of protection

benefits consumers and the general public by promoting fair competition, encouraging fair trade practices, and promoting creativity.

39. In Zimbabwean legislation only the proprietor, author, or creator of an Industrial Design or the assignee is permitted to apply for registration of an Industrial Design.

An Industrial Design is normally granted protection by issuance of a Certificate to the proprietor or assignee, for an initial period of five (5) years, extendable for a further five (5) years. Annual maintenance fees are payable. Protection is limited to the country of registration and not beyond.

E: Utility Models

40. In general terms, Utility Models protect "small inventions" which may be less inventive and thus may not be protected under a patent. NUST shall encourage rapidly evolving, indigenous innovations, particularly in small to medium scale enterprises as well as in the informal sector.

F: Geographical Indications (GI)

41. A Geographical Indication (GI) is a sign used to identify a good as originating from a specific territory, or a region or locality in that territory where a given quality, reputation or other characteristic of the good, is essentially attributable to its geographical origin. GIs tend to be used in respect of the following goods and services: foodstuffs, drinks (e.g. Mazoe Crush), spirits, wines, handicrafts and/or spas.

GIs in Zimbabwe are regulated under the **Geographical Indications Act** [Chapter 26:06] of 2001 (Act No. 24). GIs have a major role in regional and international trade and are also covered in Trade Related Intellectual Property Rights (TRIPs) Agreements.

G: Integrated Circuit-Layout Designs

42. Integrated Circuit-Layout Designs are governed by the **Integrated Circuit-Layout Designs Act** [Chapter 26:06] of 2001. This legislation was introduced in Zimbabwe so as to comply with the requirements of TRIPs in the context of the country's membership of the World Trade Organisation (WTO).

H: Trade Secrets and Know-How

43. Trade Secrets

Trade Secrets constitute information, methods and things not generally known that give commercial advantage to an enterprise. Trade Secrets are an implied condition of every contract of employment, even at instances where no specific provisions of protection of Trade Secrets are mentioned. An employee is duty and legally bound not to disclose

confidential information. Such information is the property of the employer. Some examples are machine design, manufacturing processes, pricing strategies and/or customer information. In Zimbabwe Trade Secrets are protected under Common Law.

Trade Secret information may be disclosed or shared under the terms of a Confidentiality Agreement. In the case where confidential information has been created during performance of a sponsored project at the University, it is common practice for the sponsor to require that the University and the researcher preserve the secrecy of the information.

44. Know-How

Know-How refers to the actual human technical skills derived from experience in working a certain technology. It may or may not be part of a Trade Secret. Licensing of most new technologies works best when accompanied by transfer of Know-How either through training, manuals or secondment of personnel to the licensor until the licensee's personnel are able to optimally utilise the invention.

I: Passing Off

45. Passing Off is a form of deception consisting of taking unfair advantage of the trade reputation or the good name built up by someone else. It is punishable in Zimbabwe under Common Law.

J: Copyright and Neighbouring/Related Rights

46. Copyright is a legal term that describes rights given to creators for their literary or artistic works. The kind of works covered by Copyright are as cited above, under 28 (ii). In essence, the ownership of a Copyright tends to be attributed to an author or a writer, whereas ownership of what is referred to as Neighbouring Rights or Related Rights, tends to be attributed to a performer. The rights are administered by the Copyright Office at ZIPO, headed by a Controller, who keeps a Copyright Register.
47. In Zimbabwe Copyright Law was first consolidated under the **Copyright Act** of 1967. In year 2000, the legislation was broadened to include Neighbouring Rights under the **Copyright and Neighbouring Rights Act** [Chapter 26:05] of 2000. In 2004, the latter was further amended in order to provide for the establishment of the Copyright and Neighbouring Rights Collecting Society of Zimbabwe.
48. Copyright generally lasts for a specified period with the sole and exclusive privilege of publishing and selling the work lying with the Right holder during a specified period of time. For instance, the duration of Copyright in Zimbabwean Law in respect of literary, musical and artistic works is equal to the life of the author plus fifty (50) years from the date of death of the author.

K: Plant Breeders' Rights

49. The objective of Plant Breeders' Rights is to protect inventions deriving from researchers in such areas as crop production, livestock and animal health, forestry, fisheries and crop storage. Inventions stemming from research in the field of Genetically Modified Organisms (GMOs) are also protected under this Act.
50. **The Plant Breeders' Rights Act** [Chapter 18:16] of 2001 provides for the registration of Plant Breeders' Rights in respect of certain varieties of plants and the protection of the Rights of persons who are registered as the holders of such Rights; and other matters incidental to or connected thereto.
51. The duration of Plant Breeders' Rights is twenty (20) years from the date on which they were granted, subject to an extension for a further period of not more than five (5) years.

L: Traditional Knowledge (TK)

52. To date there is no legislation that protects and rewards the holders of Traditional Knowledge (TK) in Zimbabwean society. However, it is a well-known fact that over centuries, African societies possessed indigenous or TK that was mainly rooted in a sound understanding of their natural resources.

TK in Zimbabwe is known to have the capacity to make significant interventions in the areas of human and animal health, and in environmental management.

53. NUST seeks to open avenues for research that will explore, exploit and develop the TK (body of knowledge) along scientific and professional lines. The holders of TK can be motivated to collaborate with researchers at NUST in circumstances of confidential contracts and an equitably formulated remuneration system.

CHAPTER THREE
RIGHTS TO OWNERSHIP

A: Important Agreements

54. NUST shall formulate appropriate agreements and other related contractual documents for the management of Intellectual Property Rights (IPRs) such as:
- (a) Participation Agreement
 - (b) Material Transfer Agreement (MTA)
 - (c) Confidentiality Agreement
55. There shall be a Participation Agreement that aims at enforcing the NUST Intellectual Property Policy (IPP) and confirms acceptance of the Policy by members of staff, students and all other categories of researchers. Each Chairperson/Head of Department shall confirm that a valid Participation Agreement is on file before any resources internal or external to NUST are made available to the researcher by way of the following procedures:
- (a) New members of staff shall be required to sign the Participation Agreement upon assumption of duty
 - (b) Collaborating and visiting researchers shall be required to sign the Participation Agreement before commencement of the research programme
 - (c) All other members of staff shall have signed Participation Agreements by December 2007.
56. There shall be Material Transfer Agreements (MTAs), which will govern the transfer of proprietary tangible property to and from NUST during implementation of collaborative projects with other institutions and industries. Each Chairperson/Head of Department shall ensure that an appropriate MTA developed with the collaborating institution and signed by the Chief Executive of NUST or his/her appointee.
57. NUST shall formulate Confidentiality Agreements to protect the interests of researchers and their collaborators.

B: Ownership of Intellectual Property Rights by NUST

58. NUST shall own any Intellectual Property (IP) that is conceptualised, discovered, created or made by a member of staff, students, visiting researchers etc, in the course of their employment and responsibilities, or by any person who makes significant use of the University's resources in connection with the development of such IP. NUST shall own any IP that is conceptualised, discovered, created or made by any person who is specifically hired or commissioned by the University for that purpose, unless otherwise provided for by written agreement between such individual and the University.

59. University resources shall be those provided by NUST to inventors and researchers. These shall include:
- (a) office, laboratory and studio space and equipment
 - (b) computer hardware, software and support
 - (c) secretarial services
 - (d) technical services
 - (e) advisory services
 - (f) research, teaching and laboratory assistants
 - (g) supplies and utilities
 - (h) funding for research
 - (i) University time
 - (j) library facilities.

C: Ownership by a Sponsor

60. NUST shall own all IPRs, conceptualised, discovered, created or made in the course of research funded by a sponsor, unless otherwise provided for by written agreement between such sponsor and the University. IPRs are therefore determined by the intellectual contribution made in the creation of IP and not by the sponsored contribution which made it possible.
61. Where a sponsor specifies a technical problem to be solved by the research at the University and a researcher "stumbles" on a totally different and unrelated invention in addition to solving the sponsor's problem, the serendipitous invention shall belong to the University.
62. Where NUST is involved in collaborative research with another institution, business or other entity, the IPR shall be co-owned, and the distribution of royalties shall be governed by contractual agreement between the parties. Normally, the collaborators shall contribute proportionately towards expenses related to acquiring IPRs and licensing.
63. Where research and development (R&D) is undertaken, or a specific problem investigated at the request of a third party, based on the IP, which belongs to that party, the University's claim shall be limited to the incremental IP of the research or investigation. The University reserves the right to regulate license conditions on such secondary inventions. Claims on incremental IPRs must be spelt out beforehand in a written contract and approved by NUST. The University reserves the right to negotiate the conditions for the licensing of such secondary inventions.

D: Ownership by Individual Staff Member

64. An invention, shall belong to the inventor if the inventor can prove that;
- (a) no significant University resources or time were used and;

- (b) the invention is outside the course of the inventor's employment and responsibilities with NUST.
65. If an inventor conceptualises, creates, makes or discovers IP and claims that he/she did not make significant use of NUST resources, but the IP closely resembles a specific research project that the inventor has conducted at NUST, it shall be deemed that the IP was developed with the use of NUST resources. Under such conditions, the inventor shall be required to provide clear and convincing documentary evidence supporting the claim that the provisions in paragraph 65 are not applicable.
66. If a former member of staff develops an invention within a period of two (2) years after termination of employment at NUST, such invention shall be deemed to belong to NUST unless there is clear and convincing evidence that the invention is not within the provisions of paragraph 65. The burden of proof shall lie with the individual concerned.
67. If NUST does not exploit an invention within two (2) years after the granting of an IPR, the University may reassign ownership of the IPR to the inventor upon request. Should NUST not express an interest to pursue patent protection, the University shall, in writing, assign to the inventor(s)/researcher(s) the rights to the invention.

E: Research Projects, Dissertations, Theses and other Publications

68. Research projects, dissertations, theses and other publications are considered "Exempted Scholarly Works" and students shall own Copyright to these, subject to a royalty-free licence to NUST to reproduce and publish for purposes of training and research. Normally, students shall not be allowed to publish their works until the office of the Vice-Chancellor or his/her nominee confirms that IPRs will not be compromised by such publication. NUST shall protect the right of staff members, students and collaborators to publish the results of their work, by ensuring that where applicable, preliminary application for IP protection is expedited.
69. The University shall be allowed to publish work arising from contract research unless the Contract states otherwise.

F: Commercial Exploitation of an Invention by the Inventor

70. Subject to competitive bidding, NUST may allow the inventor to commercially exploit his/her invention. Where this occurs, the University shall retain ownership of the invention, but shall enter into a commercially reasonable license agreement with the inventor who shall then pay to the University reasonable consideration, such as licence fees, milestone fees, royalties, patent costs, etc.

G: Ownership of Equipment

71. Equipment purchased on externally funded research Contract shall become the property of NUST upon completion of the contract. The equipment shall be under the custody of the Department(s) involved.

H: Appeals

72. NUST personnel shall have the right to appeal the decision of the Director Technopark and/or Director of Research and Innovation.
73. Appeals shall be made in writing to the Pro-Vice Chancellor (Research and Academic Affairs) within thirty (30) days of the final decision of either or both of the above-mentioned Directors and shall state the decision complained of and the redress desired.
74. The Pro-Vice Chancellor (Research and Academic Affairs) shall have the liberty to report the outcome of the Appeal to, or if he/she so wishes, seek the contributions of, the Academic Board before making a final decision on the Appeal.

I: Dispute Resolution

75. Any dispute involving the developer(s), a Department or a third party, concerning IP that cannot be settled through informal discussions or mediation shall be referred to the Academic Board. The Board shall then appoint a subcommittee to investigate the dispute and make a recommendation for resolution by the Board that shall make the final determination in consultation with the Pro-Vice Chancellor (Research and Academic Affairs) or a person appointed in that capacity. Board members or administrators who are directly involved with the IP in question should recuse themselves from the process at such times as a necessary condition to avoid conflict of interest.

CHAPTER FOUR

DISCLOSURE OF INVENTIONS

A: Importance of Disclosure of Inventions

76. Disclosure shall be understood to be a formal description of an invention that is confidentially made by the inventor to the University through NUST-Technopark for the purpose of protection.
77. Disclosure of an invention to NUST-Technopark is important for record keeping, processing, protection and commercialisation.
78. Disclosure of an invention enables researchers to access University support for protection and commercialisation of the invention.

B: Role of NUST-Technopark

79. The functions of NUST-Technopark, in the development and management of University Intellectual Property (IP), shall be:
 - (a) To sensitise the University community regarding IP and its management
 - (b) To assess the potential of research outputs for IP protection
 - (c) To obtain appropriate IP protection
 - (d) To evaluate the commercial potential of inventions
 - (e) To locate suitable commercial development partners
 - (f) To develop mechanisms within the University for negotiating, licensing and managing of Intellectual Property Rights (IPRs)
 - (g) To identify commercial, industrial and societal problems that can be solved through contract research.
80. All researchers are obliged to disclose all potentially patentable inventions conceived or first put into practice either entirely or partly in the course of their research activities.
81. Literary works such as books, musical creations or works of art are not regarded as inventions.
82. Researchers shall be required to disclose IP when they have conceived and developed something new and useful as well as where the IP may need protection and/or where the invention is perceived to have commercial potential. Further, early Disclosure of IP is encouraged to ensure that it can be expeditiously protected.

C: Role of the Research and Innovation Department

83. The role of the Research and Innovation Department shall be:
 - (a) To promote innovative research

- (b) To identify sources of funding for innovative research
- (c) To negotiate research contracts
- (d) To identify commercial, industrial and societal problems that can be solved through research.

D: Handling of Disclosure

84. Disclosure Forms shall be available from NUST-Technopark who shall be the custodians of the Forms. The information required on the Disclosure Form shall be:
- (a) Title of the invention
 - (b) Description of the invention
 - (c) Names of the inventors and external collaborators (where applicable), and the degree of their contribution to the invention. The inventors and external collaborators shall sign to confirm this statement
 - (d) Dates of conception and realisation of invention
 - (e) Sponsorship (where applicable)
 - (f) Material Transfer Agreement (where applicable)
 - (g) Any other relevant information
 - (h) Any other Agreement entered into, that is relevant to the invention.
85. NUST researchers shall be advised on the importance of recording all information leading to the invention immediately, completely and accurately. The information shall be written in such a way that it allows another person practising in the same field to understand it and to be able to reproduce the invention. The information must be written in ink, in a bound notebook with numbered pages.
86. Submitting a Disclosure is the first formal step in obtaining proper IP protection. Inventors are encouraged to submit invention Disclosures as early as possible in their invention development process to avoid any potential ownership disputes.

E: Premature Disclosure

87. Premature Disclosure is the release of information concerning an invention to the public before an IP application is filed. Premature Disclosure may be in the form of an abstract, poster display, shelved project reports, dissertations, theses or seminars, describing an invention to an open audience. Such Premature Disclosure may disqualify an invention from protection. Therefore, University researchers and those who access dissertations/theses from NUST are strongly advised against Premature Disclosure to avoid jeopardising chances of successfully protecting the developed IP.
88. NUST shall not take any responsibility for the premature and incorrect disclosure of IP information disclosed or used at the University by a former employee of another institution, or by an employee of an institution involved in collaborative research or other related activities with NUST, without the consent of the other institution.

F: Obligations of the University during and after Invention Disclosure

89. In all cases of Invention Disclosure, NUST shall be obliged to assess and determine the commercial potential of the invention.
90. The University considers all Invention Disclosures as confidential. To this end, all members of staff of NUST-Technopark and any other experts (from within or without the University) who may be called upon to be part of the Invention Disclosure handling process, shall be well informed of this fact and that there should be no breach of confidentiality. The University shall obtain written acknowledgement of such obligations from these individuals through the signing of appropriate Confidentiality (Non-Disclosure) Agreements.
91. Whereas the University recognises that its research and teaching missions normally take precedence, it will also endeavour to encourage the adoption by commerce and industry of inventions and technology resulting from research findings.
92. Where necessary, as determined in the discretion of NUST, the University shall provide legal support for defending and protecting the interests of the University and creators of IP against third-party claims or unauthorised use.
93. The University shall share royalties, equity or other income derived from University IP with the inventors and external collaborators.
94. The University shall timely return the ownership of IP to its inventor where the University cannot, or decides not to patent and/or license the IP.
95. The University shall provide a process for the resolution of any IP disputes that may arise between and among its members of staff, sponsors, inventors and external collaborators regarding IPRs. In all cases Zimbabwean Law shall apply.

G: Obligations of Inventor(s) During and After Disclosure of Inventions/Creations

96. All creators of new IP are obliged to disclose promptly and thoroughly all inventions, discoveries and other works made in the course of their employment activities, or made by significant use of University resources.
97. The inventor(s)/researcher(s) should provide such assistance as may be deemed necessary throughout the technology transfer process to protect and effect the transfer of the IP.
98. The inventor(s)/researcher(s) should arrange for the keeping of all records and documents that are necessary for the protection of the interests of NUST in the IP.
99. The inventor(s)/researcher(s) should abide by all commitments made in licensed, sponsored and/or commissioned research and other agreements and regulations relating to contract or privately funded research.

100. The inventor(s)/researcher(s) should promptly disclose all real and/or potential conflicts of interest to the University.
101. The inventor(s)/researcher(s) should disclose inventions as soon as possible and should delay public Disclosure until the evaluation process is completed and a patent application has been filed. In this regard, NUST shall endeavour to minimise delays in protection and publication.

H: Confidential Disclosure Agreement (CDA) or Non-Disclosure Agreement (NDA)

102. During the evaluation period, an invention may be safely disclosed outside the University under the protection of a Confidential Disclosure Agreement (CDA), otherwise known as a Non-Disclosure Agreement (NDA). This is because Disclosures made under an appropriate CDA or NDA are not considered public Disclosures, unless the recipient of the information does breach the CDA or NDA.
103. The University undertakes to have CDA or NDA Forms in the NUST-Technopark Office for use by researchers or inventors, particularly when researchers or inventors wish to disclose an invention to an external researcher, external examiner(s) or organisation for whatever reason deemed appropriate.
104. Inventor(s)/researcher(s) at NUST may receive confidential information from other organisations in relation to their research. The collaborating organisations may impose non-disclosure and non-use obligations on the confidential information and may claim ownership interests in the IP. For this reason, only the Vice-Chancellor or his/her nominee may approve and sign CDAs or NDAs from other organisations on behalf of the University.
105. When inventor(s)/researcher(s) at NUST, in the course of contract/sponsored/commissioned research, receive confidential information, the treatment of such information shall be governed by the terms of the appropriate Agreement.

CHAPTER FIVE

COMMERCIALISATION OF INTELLECTUAL PROPERTY AND REVENUE DISTRIBUTION

A: Introduction

106. When commercialising technology that is related to research at NUST, a number of policy issues may be considered. There is the strong potential for the public to view this entrepreneurial activity as creating conflicts of interest both for the inventor(s)/researcher(s) and for the University. The inventor(s)/researcher(s) and NUST should benefit financially from commercialisation of Intellectual Property (IP) developed at the University. The behaviour of the University and the IP developers can be suspect in the eyes of the public and thus both should manage the resulting perceived and potential conflicts of interest and commitment.
107. There are a number of means used for commercialising University IP. These include the two major ones, which are:
- (a) Licensing
 - (b) Spin-off companies.

B: Licensing

108. License agreements shall be negotiated with external parties to ensure commercialisation and the receipt of commercially reasonable consideration, such as licence fees, milestone fees, patent costs, royalties, etc. All licence agreements shall include performance clauses and milestones.
109. All direct costs shall first be deducted from the licence consideration. Direct costs include patenting, legal, promotion, negotiation, administrative and other costs directly associated with the commercialisation process, but exclude costs associated with prior research and development. The remaining net consideration shall be divided and awarded to the beneficiaries in accordance with University policy on Revenue Distribution from Commercialised IP as contained in Chapter Five Section E of this IP Policy.

C: Spin-off Companies

110. NUST supports the formation of companies that can develop University-generated IP into useful products and move them into the market. These may be independent companies or subsidiary companies of NUST-Technopark.
111. NUST may take an equity stake in any spin-off company in exchange for granting a licence with or without the right to sub-license. No member of staff in a position to influence the

relationship between NUST and a spin-off company may own shares or act as a director of the spin-off company, except as the University's nominee. This clause does not apply in cases where such staff members are deemed to be the IP developers.

112. IP developers responsible for the technology used in forming the spin-off company and who remain members of NUST, may own shares in the company. In doing so, they waive their right to be rewarded through the Revenue Distribution formula.
113. Shares owned by parties are subject to dilution in the event of investment by third parties, for example, Venture Capital Investment.
114. IP developers who remain members of NUST may act as non-executive directors and sit on the Board of Directors of the spin-off company, within the framework of the University's employment policy. In doing so, they shall not serve as representatives of the University.
115. NUST retains the right to appoint a non-executive director or observer at Board Meetings. The Director of NUST-Technopark or his/her alternate shall be an *Ex-Officio* member of the Board of Directors for any spin-off company in which NUST has shares.
116. The following Agreements, among others, are fundamental for the proper running and administration of University related spin-off companies:
 - (a) Service Level Agreement
 - (b) Consultancy Agreement
 - (c) Shareholders' Agreement.

D: Conflict of Commitment and Conflict of Interest

117. Members of staff are expected to satisfy all the requirements of their employment, and should not permit outside activities to interfere with the performance of their obligations to NUST. The conflict of commitment is easily defined and recognised since it involves a perceptible reduction of the individual's time and energy devoted to University activities.
118. A conflict of interest arises when a member of staff, direct family or associated legal entity (such as companies he/she or his/her direct family owns) has an external economic interest that affects or provides an incentive to affect the individual's conduct and responsibilities at the University.
119. Conflicts of interest can arise naturally from an individual's engagement with the world outside and the mere existence of a conflict of interest does not necessarily imply wrongdoing on the individual's part. However, when conflicts of interest do arise, they must be recognised, disclosed and either eliminated or properly managed.

120. The following principles shall form part of the NUST policy on management of conflicts of interest:
- (a) Members of staff should not seek to influence the University's technology transfer decisions in ways that could lead to personal gain.
 - (b) Members of staff should not participate directly in the negotiation of research agreements, licence agreements or other arrangements between NUST and external organisations in which the member of staff has any interest.
 - (c) Professional effort may be directed to outside work resulting from IP generated at NUST. This may be pursued in accordance with NUST conditions of service and in consultation with management. If additional time is required of the member of staff to engage in outside work, then:
 - (i) The member of staff shall require approval from the Department and the Faculty.
 - (ii) The company for which the member of staff is providing outside work shall be required to pay the University for this time at market rates, unless the member has been granted leave of absence.

E: Revenue Distribution

121. If an invention/research output made by a NUST member of staff is patented and commercialised, all expenses associated with the related patent and licensing as described in paragraph 105 shall be paid out from the gross consideration obtained before any distribution of the remaining net consideration.
- (a) These expenses shall include expenses incurred by the University that are directly related to patent and licensing activities, such as cost of NUST employees, offices and other facilities and services rendered.
 - (b) These expenses shall also include all direct costs relating to the protection and registering of the patent.
122. The remaining net consideration shall be negotiated between the inventor(s)/researcher(s) on the one hand and the other interested parties using the table below as a guideline. The percentum that would be allocated to the inventor(s)/researcher(s) over the life of the Patent shall be transferable to the Estate, in the case of the death of the inventor(s)/researchers(s).

Inventor(s)/ Researcher(s)	NUST Central A/C	Dept. of Inventor(s)/ Researcher(s)	Faculty of Inventor(s)/ Researcher(s)	Researchers(s) Vote	NUST Technopark	Dept. of R&I
50-70%	15-25%	5-10%	3-5%	3-5%	2-4%	2-4%

123. If NUST is paid by the issue of shares, then the University shall either:

- (a) pay the inventor(s)/researcher(s) by transferring shares to the inventor(s)/researcher(s) that are equivalent to his/her allocation from the net consideration or,
- (b) retain ownership of the shares until the University determines it is appropriate to sell the shares for cash, at which time the University shall sell the shares and distribute the net sales proceeds in accordance with paragraph 122.

Bibliography

The NUST Intellectual Property Policy (IPP) Document is largely structured on the basis of the IPP booklet of MOI University, Kenya, courtesy of the African Regional Intellectual Property Organisation (ARIPO) Head Office in Harare.

1. Granstrand, O. The Economics and Management of Intellectual Property, Towards Intellectual Capitalism, MPG Books Ltd. Bodmain, Cornwall.
2. Intellectual Property Policy of Stellenbosch University, South Africa (English Language translation from Afrikaans)
3. Intellectual Property Policy of the University of Cape Town, South Africa.
4. MOI University Intellectual Property Policy (Courtesy of ARIPO Head Office in Harare)
5. Muhonde, T.J. **"An Outline of the Legal Framework of Intellectual Property Rights in Zimbabwe,"** Paper presented at the NUST Intellectual Property Workshop, May 2006.
6. Sackey, E. **"Intellectual Property Rights: A Regional and International Perspective,"** Paper presented at the NUST Intellectual Property Workshop, May 2006.
7. World Intellectual Property Organisation. Guidelines on developing Industrial Property Policy for Universities and R & D Institutions in African Countries, WIPO Publication No. 848 (E),
8. World Intellectual Property Organisation. What is Intellectual Property? WIPO Publication No. 450(E)