

**COLLEGE OF BUSINESS EDUCATION**



**INTELLECTUAL PROPERTY RIGHT POLICY**

**2022**

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## LIST OF ABBREVIATIONS

BEJ	<i>Business Education Journal</i>
COSOTA	<i>Copyright Society of Tanzania</i>
CNRA	<i>Copyright and Neighboring Rights Act</i>
CA	Copyright Agent
CAB	<i>College Academic Board</i>
CBE/College	<i>College of Business Education</i>
CaD	<i>Campus Directors</i>
CSP	<i>Corporate Strategic Plan</i>
COSTECH	<i>Commission for Science and Technology</i>
DF	<i>Director of Finance</i>
DPS	<i>Director of Postgraduate Studies</i>
DUS	<i>Director of Undergraduate Studies</i>
DR-ARC	Deputy Rector- Academic, Research and Consultancy
DR-PFA	Deputy Rector-Planning, Finance and administration
GB	<i>Governing Body</i>
HODs	<i>Heads of Departments/Units</i>
IPR	<i>Intellectual Property Right</i>
MIT	<i>Ministry of Industry and Trade</i>
PSRP	Postgraduate Studies, Research and Publication
RPC	<i>Research and Publication Committee</i>
TRIPs	<i>Agreement on Trade Related Aspects of Intellectual Property Right</i>
WIPO	<i>World Intellectual Property Organization</i>
WTO	<i>World Trade Organization</i>

## **CHAPTER ONE**

### **1.0 BACKGROUND INFORMATION TO THE COLLEGE**

#### **1.1 Establishment of the College**

The College was established in 1965 by the Act of Parliament, Act No. 31 of 1965 [Cap 315 R.E. 2002] hereinafter referred as CBE Act. The Act has been amended three times through the amendments Acts No. 17 of 1968, No. 38 of 1974, and miscellaneous amendment Act No.2 of 2010.

Currently, the College is implementing its fourth phase of the Corporate Strategic Plan (CSP)- 2015/16 to 2019/20. The results of implementation of that CSP has shown outstanding performance which include increase in students' enrolment and increased number of staff with PhD. Others are introduction of new academic programs and new infrastructure development across the campuses.

#### **1.2 Vision, Mission and Functions of the College**

##### **1.2.1 Vision Statement**

CBE envisions to be a dynamic, well equipped, world-wide known and recognized center of excellence training, research and consultancy services in business disciplines.

##### **1.2.2 Mission Statement**

To disseminate demand-driven education to public through training, research and consultancy services.

##### **1.2.3 The main functions of College:**

The main functions of the College are stipulated in the CBE Act as follows: -

- i. Provide facilities for the study of and for training in the principles, procedures and techniques of Business Administration;
- ii. To conduct training programmes leading to recognized professional and sub-professional qualifications in Business Administration relevant to middle level managerial positions in trade and industry;

- iii. Engage in any other educational activity which in the opinion of the Governing Body is necessary, expedient or conducive for the promotion of the business education in the United Republic.

### **1.3 Strategic Objectives: College Strategic Plan 2015 – 2020**

During the five years ranging from 2015 to 2010, the College has confined itself to implement eight strategic objectives in order to achieve its vision and fulfil its mission. The objectives are as follows:-

- i. Reduce HIV and AIDS Infections and improve Supportive Services;
- ii. Enhance, Sustain and Implement Anti-Corruption strategy;
- iii. Improve Management and Legal Framework;
- iv. Improve Student Affairs;
- v. Enhance College Financial Capacity and Sustainability; Teaching and Learning environment;
- vi. Improve Marketing, Public Relations and Promotion Activities; and,
- vii. Improve Cross-Cutting Issues.

### **1.4 Core Values**

The College is guided by six (6) core values as follows:- i) Academic Freedom, ii) Advancing and Sharing Knowledge and Skills, iii) Excellence, iv) Integrity, v) Mutual Respect and Equity, vi) Public Interest/ Customer Care. These Core values are further described in Table 3.1 as follows:



<b>Core Value</b>	<b>Description</b>
<i>Academic Freedom</i>	The College is independent, cherishes and defends free inquiry and scholarly responsibility.
<i>Advancing and Sharing Knowledge and Skills</i>	The College supports scholarly pursuits that contribute to knowledge and understanding within and across disciplines, and seeks every opportunity to share them broadly.
<i>Excellence</i>	The College, through its students, staff, and alumni, strives for excellence and trains students to the highest standards
<i>Integrity</i>	The College acts with integrity, fulfilling promises and ensuring open, respectful relationships among its stakeholders. The College abides with ethical code of conduct and respect for laws.
<i>Mutual Respect and Equity</i>	The College values and respects all members of its communities, each of whom individually and collectively makes a contribution to create, strengthen, and enrich teaching and learning environment.
<i>Public Interest/ Customer Care</i>	The College embodies the highest standards of service and stewardship of resources and works within the wider community to enhance societal good satisfaction.

## **1.5 Interpretation of the Key Terms**

The following key terms shall be used as follows:-

### **1.5.1 Commercial development:**

Any means of exploiting Intellectual Property (including to make, adapt, copy, publish, license, sub-license, franchise, market, distribute or otherwise use or dispose of Intellectual Property and any manufacture based on Intellectual Property) for the purpose of commercial gain.

### **1.5.2 Intellectual property (IP):**

All current and future intellectual and industrial property rights and interest, whether registered or unregistered. Such shall include trademarks, design, patents, invention, and publicity. Others are moral rights, rights against unfair competition, copy right and analogous rights. Also, confidential information, trade secrets, know-how and other intellectual property rights as defined in Article 2

of the World Convention Establishing the World Property Organization of 14 July 1967 as amended from time to time, any common law rights and any right to apply for registration of, or any application for, or any such rights

### **1.5.3 Intellectual property rights (IPR):**

The protection of inventions, artistic work, symbols, names, logos, designs and other innovations. IPR includes industrial rights (patents and designs) and intellectual products.

### **1.5.4 The physical objects:**

Any material product (organic, inorganic, and biological), including substances, and materials.

**1.5.5 Third Party:** third party shall refer to any person or entity, other than the primary IP creator and institution where he/she is affiliated that is interested in exploiting the IP. The third party may be an organization that provides research funds towards development of the IP or one that is interested in commercializing the IP after it is fully developed and protected.

## **1.6 Terms applied to CBE's right of use of IP**

Terms apply to CBE's right of use materials for teaching and dissemination shall be as follow:

- i. The right of use may not extend beyond what is justified by the College's assignments;
- ii. The right of use shall not limit the right of use for the employee;
- iii. The employee shall keep his/her ideal rights (the right to be named);
- iv. The employee shall be given the opportunity to have his/her name removed;
- v. Employee shall have the right to oppose changes that could be considered offensive;
- vi. Employee shall be able to withdraw the College's right of use to materials that are professionally outdated.
- vii. The question of rights shall be clarified through a separate agreement between the employer and the employees;
- viii. Questions concerning CBE's ownership shall be clarified with the employee to the extent that such materials can be used for commercial purposes outside the College. If doubts or disagreements concerning ownership arise between the employee and the College, the case shall be reported to the directorate which is responsible for Research and Innovation. All parties shall have the opportunity to present their views on the case, and the directorate

shall, on that basis, come up with an out-of-court settlement that can be submitted to the DR-ARC for a decision in the matter;

- ix. The College cannot, by virtue of the employment relationship, require any rights to the oral teaching of the employee, but may facilitate for real-time digital transfer without recording/storage.
- x. Any streaming and publication of lectures on CBE's webpage must take place only on the basis of an agreement between employer and employee.

## **CHAPTER TWO**

### **2.0 RATIONALE, OBJECTIVES AND SCOPE OF INTELLECTUAL PROPERTY RIGHT POLICY**

#### **2.1 The Need and Rationale of Intellectual Property Right Policy.**

The fundamental functions of the College are teaching, research, and consultancy. Pursuit to its mission, the College undertakes innovations and discoveries which may result to situations that require intellectual property protection to produce commodities of commercial value at an industrial scale. In that regard, the College acknowledges that there is a need of having harmonious working conditions and formalized agreements with industry on ownership of developed knowledge and sharing of benefits accruing from commercialization of research results.

Intellectual property protection facilitates technology transfer and development within and outside the country. Similarly, the knowledge-based economy requires protection of intellectual property products. The sharing of the economic benefits arising from Intellectual Property products between parties can cause serious controversies in the absence of a policy to guide the management on such benefits. These challenges have prompted the College to develop IPR policy. Therefore the main thrust of the policy is to guide the College on the development and implementation of systems, processes, principles and procedures for managing IP products in order to optimize returns on investments in teaching research, and consultancy.

Employee Invention Act of World Intellectual Property Organization (WIPO) gives opportunity to employee to facilitate community and commercial use of research results. The consequence is that CBE needs to have a policy to exploit the product resulting from the professional activities of its staff.

The policy establishes to what degree the College can, and should require that rights of ownership to be transferred. A transfer of rights includes transfer of the responsibility to ensure that results are used and the expenses are linked to commercial use. To the extent that rights are transferred to the College, the rights policy sets out how net earnings from commercial use of work results should

be distributed. The distribution of earnings is based on the tripartite principle, which is presented under Chapter 5 and its subsequent sections.

This document contains the Intellectual Property Right Policy (IPR) issues, statements, Principles strategies and operational procedures which shall guide the College on effective management of its intellectual properties and get reasonable return on its investment on human resources. IPR policy describes the principles of ownership, licensing, commercialization, management and use of Intellectual Property Right at the College.

## **2.2 Value Statement of the Policy**

This Intellectual Property Policy is based on the principles of the Copyright Acts as detailed in the Copyright Society of Tanzania (**COSOTA**) and the Copyright and Neighboring Rights Act of 1999, Act No. 7 of 1999.

The policy is meant to contribute to:

- i. The preservation of academic freedom for both researchers and institutions;
- ii. Increased awareness of the significance of the values represented by the research results;
- iii. Increased awareness of the significance of maintaining and protecting research results;
- iv. Creating an open, transparent and predictable context for internal and external partners participating in research;
- v. Increased opportunities for efficient and purposeful use of research results within academia; society and business life.

## **2.3 The Purpose and Objectives of IPR Policy**

### **2.3.1 The Policy Purpose:**

The purpose of this policy is to:-

- i. Articulate who own IPR under the most circumstances at CBE;
- ii. Create a climate for the creation of IPR at CBE including;
  - The innovation and invention of commercially viable academic value/products;
  - Artistic work;
  - Traditional and non-traditional research output;
  - Academic works such as distribution, reproduction or broadcasting of copyright materials;

- iii. Set out CBE position on the use of Third Party materials and the associated IP compliance requirement;

### **2.3.2 Objectives of the Policy**

The College's Intellectual Property Rights Policy wishes to establish a sound framework for the encouragement of invention, creative work and technology transfer. The policy sets out how the College shall manage intellectual property rights and issues so as to best realise its objectives.

Those objectives are:-

- i. To create the climate for innovation and invention.
- ii. To provide a framework whereby staff and students are stimulated to identify, protect and develop potentially valuable research results and other creative work and to successfully engage in technology transfer.
- iii. To create a better understanding of the various rights which the law gives for the protection of creative effort and thereby stimulate the proper protection of the College's economic investment.
- iv. To allow for various forms of commercial development of intellectual property created within the College.
- v. To provide financial incentives and returns to individuals and organizational units to encourage research and to develop and pursue commercial projects.
- vi. To recognize student's rights to intellectual property generated in the course of their study at the College while at the same time asking students who have made innovation to assign or license rights to the College in exchange for being included in research programs so that the College can properly manage intellectual property rights arising through such programs.

### **2.4 Scope of Application**

This Policy applies to CBE staff, undergraduate students, postgraduate students, fellows and non-employees (including visiting staff, affiliates and adjunct staff, industrial personnel, research fellows etc.). Also, this Policy shall cover and protect the following types of IP: Patents, copyrights, industrial designs, trade and service marks, trade secrets, utility model, geographical indications and other unprotected materials including data sets.

## **CHAPTER THREE**

### **3.0 LINKAGE OF IP POLICY TO CBE'S STRENGTHS, WEAKNESSES, OPPORTUNITIES AND CHALLENGES (SWOC)**

The IPR policy is anchored on the Strengths and Opportunities of the College which provide conducive environment for the realization of the College mission. However, there are some Weaknesses and Challenges which, if not strategically managed, can adversely affect operation of the College and realization of its mission. The same weaknesses and challenges can affect successful implementation of this IPR as well. Some of the Strengths, Weaknesses, Opportunities and Challenges which are directly linked to the IPR policy are as follows:-

#### **3.1 Strengths, Weaknesses. Opportunities and Challenges**

##### **3.1.1 Strengths**

- CBE strategic plan is in place;
- Supportive environment from the parent Ministry, (the Ministry of Industry and Trade);
- Growing number of academic staff with PhD degree;
- Presence of postgraduate students at the College who can be engaged in research activities;
- Supportive physical infrastructure like newly opened Printing and Publication Unit.

##### **3.1.2 Weaknesses**

- Limited funds to support policy implementation;
- inadequate self-initiated activities amongst staff to produce competitive services/product that guarantee patentable rights at local and international standard;
- Inadequate in-house staff capable to develop plausible research and academic materials/product attractive for IP registration requirements at local and international coverage;
- Limited institutional collaboration with other institutions to protect intellectual property right;
- Inadequate effort to realized right of output from research and publication programmes;

- Non-prioritization of IP right and related cost in the planning and budgeting for the College;
- Inadequate external visibility of the College;
- Lack of institutional agenda of the College rights of human intellects asset.

### **3.1.3 Opportunities**

- Academic products from increasing cooperation with local and international academic institutions;
- Commercialization of IP right for financial return and award;
- Increased reputation and brand of the College;
- Supportive College mission statement.

### **3.1.4 Challenges**

- Infringement of intellectual property right in least developed economies like Tanzania is facing piracy on literal and artistic works;
- Lack of institutional intellectual property agenda;
- Budgetary constraint; Copyright Registration cost is raising;
- Presence of competition from other academic institutions;
- Difficulty to protect IP property in developing markets like digital environment.

## **3.2 Critical success factors for IP Policy (SWOC Analysis)**

The following are CBE's managerial or organizational areas that must be given special and continual attention to bring about effective performance in the implementation of this policy.

### **3.2.1 Corporate Strategic Plan drives IP Management Plan**

- The College has business plan in place. The IP policy is aligned to Current CBE corporate plan. The plan shall always drive the IP management to deliver aspirations and action stated in this policy document and not vice versa.
- Key enablers identified under section 3.1 (SWOC) provide flexibility to the management to select tactical plan and action that leads to appropriate achievement of IPR policy objective in line with research, teaching and consultancy.



### **3.2.2 IPR Policy support commercialisation of Intellectuals Property**

- To address the current need and future options, a path to market CBE's IPR property is critically considered as key element in the successful implementation of this IPR Policy. This approach is an enabler to a third-party users and licensing strategy hence best support short and long term mission.

### **3.2.3 Intellectual Property is an extension of CBE core business**

- IPR management shall be centered at the core of CBE business. In that regard, building an IP culture to supportive beliefs and behaviors, with an effective IPR architecture of policies, procedures and tools is important.
- IPR leadership shall be embedded in the current corporate business structure. By investing in basic IPR training to officer responsible to business planning.

### **3.2.4 Identification and custody of IP assets**

This policy promotes identification and custody of registered and unregistered IP asset as listed below:

- For technologies including trade secrets and patents,
- For identity rights, list trademarks, designs, web domains, software copyright, licenses and contracts.

Therefore it is critical to establish and maintain IP asset Register.

### **3.2.5 Mastering of confidentiality and secrecy**

- Confidentiality is always IPR's starting point. Filing patents and designs of intellectual properties require prior secrecy. Signaling trademark intent invites counteraction from competitors.
- The College has in place a strong secrecy management culture (classified records). This culture shall be verified and applied in IPR management and overall business operation of IP. Solid confidentiality agreements in current use shall be used in IPR management as well.
- Identity and protection of IP in employment, research contracts, transfer agreements, licenses and sales contracts shall be one of routine task.

### **3.2.6 Use of IPR professional, carefully and effectively**

- IP law is too specialized to rely on a general commercial lawyer, so an expert in IP law is recommendable. However IP professional are too costly.
- The College can alternatively engage its professional staff specialized in IP law and management to help in areas where professionalism is required.

### **3.2.7 IPR management**

Effective IPR management must be routine, part of everybody's job. It should be as top-of-mind as other critical business management functions like financial management. As such, this Policy identifies roles and responsibilities to all key stakeholders under chapter 2

## **CHAPTER FOUR**

### **4.0 SITUATIONAL ANALYSIS, POLICY STATEMENT(S) AND OPERATIONAL PROCEDURES**

#### **4.1 Introduction**

This chapter discusses various thematic policy issues. In the course of the discussion, it identifies the main policy issues based on the situational analysis, proposes Policy statement(s), suggests strategies and sets operational procedures to be followed.

#### **4.2 Ownership of Intellectual Property**

##### **4.2.1 Situational. Analysis**

Currently CBE has no operating policy to guides its intellect works among the staff, students and third parties.

##### **4.2.2 Policy statement**

The College shall own and make operational intellectual works produced by staff, students and third parties.

##### **4.2.3 Policy Procedures**

The College shall own from the time of its creation, and/or assert ownership of and/or entitlement to IP if that IP is: -

- i. Created by staff in the course of and within the scope of their employment that the College and staff member shall enter into an express agreement in writing about ownership or other entitlement;
- ii. Copyright work created by staff in the course of their employment, including but not limited to documents, Course curricular, teaching material, PowerPoint, course outlines, final examination and lab manual;
- iii. Created pursuant to specific sponsors or contract research activities, the ownership of which shall be governed by the sponsor's agreement of the terms of contract;
- iv. The College shall not assert ownership of IP in Literary works including books, and journal articles; and cinematograph film, artistic, musical, sound recordings or other works when prepared for individual use or conference presentation;
- v. The College is entitled to receive from copyright agent (CA) any remuneration collected by CA in respect of reproduction of any CBE owned works as described above;

- vi. The College lays no claim for IP work created by undergraduate students;
- vii. Students retain copyright ownership in their thesis.

### **4.3 Innovation and Inventions in Human intellects**

#### **4.3.1 Situational analysis**

The College is increasingly investing in the development of human intellect and the related properties; however, the College has not yet put in place operating policy to guide on management of innovation and invention in human intellect

#### **4.3.2 Policy statement**

The College shall put in place a conducive climate for innovation and invention, such a climate shall include having in place scientific researchers, academic publications, third party engagements and e-resources.

#### **4.3.3 Policy procedure**

Important procedures to support innovation and invention of IP shall be guided by the following principles:

- i. To facilitate engagement with external parties;
- ii. To support research including entrepreneurship and commercial endeavor;
- iii. To enable CBE and its members to receive monetary benefit from commercialization of IP products;
- iv. To identify and appropriately manage risks associated to CBE IP rights; and
- v. Support access to electronic resources.

### **4.4 Creative works**

#### **4.4.1 Situational analysis**

Academic work has a greater chance of resulting into creativity and products, however the College lacks policy on dealing with products accruing from the creativity.

#### **4.4.2 Policy statement(s)**

CBE shall create an enabling environment for creativity of artistic works

#### **4.4.3 Policy procedure**

- i. An employee, student or a third party shall enter into a formal agreement with the College in order to recognize potential creative work(s);
- ii. Potential work not recognized or not supported by formal agreement shall not be managed under this policy;
- iii. Any recognition of creative work of any party shall have to comply with the law governing creative works in the country.

#### **4.5 Moral IP rights**

##### **4.5.1 Situational Analysis**

The College is yet to establish and implement operational procedures to check moral rights of its members and of copyright owners of third party works in accordance with the provisions of the copyright Act.

##### **4.5.2 Policy statement(s)**

- i. The College shall always support and encourage the lawful use of third party copyright materials to enhance the activities of CBE.

##### **4.5.3 Policy Procedures**

The College shall develop procedures to ensure that third party works used at the College are consistent with the following principles.

- i. Meet any requirement as set out in the copyright Act;
- ii. Meet any contractual requirement determined by voluntary copyright licenses which is entered into by the College; and
- iii. Implement best practice for third party copyright management which is recommended by the College or other academic institutions in Tanzania.

## **4.6 Right for Patentable Inventions for Industrial use**

### **4.6.1 Situational Analysis**

Patents can be granted to inventions that are useful for industrial application. The College shall take any opportunity which arises from increasing innovation and convergence of digital societies in order to extend its intellectual property right for local and/or international users.

### **4.6.2 Policy statement(s)**

- i. The College shall grant patentable right for industrial use as and when the patents are applicable under the law of patent right in Tanzania.

### **4.6.3 Policy procedure**

- i. The officer responsible for IPR , under the directorate of Postgraduate Studies Research and Publications (PSRP), shall examine the application for patent and check if the application has complied with all the administrative requirements or formalities;
- ii. If not, then the applicant shall be notified the deficiencies which must be addressed adequately in the time indicated by the patent office;
- iii. The patentable rights shall include inventions which are new in relation to what was known before the filing date of the patent application, and which also differ essentially therefrom;
- iv. The patent holder shall have an exclusive right of limited duration to exploit the invention for business or operational purposes;
- v. When a patent application is accepted for grant, then, depending on the applicable patent law, it shall be published in the official journal of the patent office for inviting objections from the public;
- vi. If the objection fails then the patent shall be granted a certificate of grant and the granted patent published.

## **4.7 Computer Program/Software**

### **4.7.1 Situational Analysis**

The College has IT courses and other IT programs for College operations. There is also an IT policy however, the College does not have in place a guideline on management of IP which are developed from IT programs.

#### **4.7.2 Policy statement(s)**

The general policy is that unless otherwise agreed, the College as employer shall acquire the rights to computer programs which are developed by employees as part of their professional activities.

#### **4.7.3 Policy procedure**

- i. Any party shall enter into formal agreement with the College for recognition of potential rights accruing from computer program or software;
- ii. All parties concerned shall make due diligence to ensure that there is objective and fair recognition, acquisition and distribution of awards;
- iii. The individual who develops a computer program shall also have the copyright to it;
- iv. If the program has been developed in the course of the employee's professional activities, the main rule is that the College shall acquire the rights to the program.

### **4.8 Databases**

#### **4.8.1 Situational Analysis**

The copyright holder of a database is, according to the Copyright Act, the person or institution who is behind the financing of the product. In most cases this shall be the College, possibly also external parties who have contributed to the development of the database.

#### **4.8.2 Policy statement(s)**

The person who brings about a formula, a catalogue, a table, a program, a database or similar work which places together a major amount of information, or which is the result of a significant investment, shall have an exclusive right to ownership of the whole or significant part of the work's content by producing copies and by making the work available to the public. Pursuant to the requirement for 'significant investment', database protection shall function in relation to both small and large amounts of data if the requirement of significance is fulfilled.

#### **4.8.3 Policy Procedure**

- i. Any person or institution shall enter into formal agreement with CBE for recognition of potential rights to computer database
- ii. All parties concerned shall make due diligence to ensure that there is objective and fair recognition, acquisition and distribution of awards.

- iii. A person who develop a computer database shall have a copyright to it
- iv. An institution which significantly contribute by financing or/and developing computer database shall have a copyright to it
- v. If database has been developed in the course of the employee's activities, the main rule shall be that the College shall acquire the copyright to the database

#### **4.9 Patentable inventions**

##### **4.9.1 Situational Analysis**

As employer, the College is entitled to require any kind of patentable invention and other marketable forms of intellectual property that may be patented if legal requirements are met.

##### **4.9.2 Policy statement(s)**

The College shall establish and facilitate a conducive environment that enables compliance to the use of any patented invention

##### **4.9.3 Policy procedure(s)**

- i. The College shall submit its proposal, after a dialogue with the employee concerning ownership to the director of PSRP;
- ii. Based on this proposal, the director of PSRP shall prepare case documents which shall then be submitted to the College Rector for a final decision on the matter;
- iii. The employee shall refrain from making the invention available to others until the College has decided if, and to what extent, it should require ownership;
- iv. If ownership is required, the employee shall not make the invention available until the application for patent has been submitted;
- v. The notification requirement is fulfilled by filling in a special form;
- vi. Employees may choose to publicise rather than apply for a patent. However, even if the employee chooses to publicise, notification shall still be required. In the notification, the employee shall state explicitly that he/she chooses the option of publishing;
- vii. The College must provide a response in writing within 20 working days. If needed, the parties must enter into a dialogue concerning the conditions for publication, including publication channels and a preliminary date of publication.



- viii. After the application for patent has been submitted, the employee is free to publicise the invention as described in the patent application and in consultation with the College.

#### **4.10. Physical objects**

##### **4.10.1 Situational Analysis**

The result of research at the College involves physical objects. The rights to such objects involve ownership rights, not immaterial rights. However, the administration of physical objects used in research or those that appear as a result of research is so connected to the rest of CBE's rights of administration as such, it serves a purpose to include the administration of physical objects in the rights policy.

##### **4.10.2 Policy statement(s)**

Physical objects that are a result of the College investments, and that have come into existence by using CBE resources, are the College's property and shall be freely used for teaching, research, and commercialization purposes, unless this is in conflict with, or may potentially be in conflict with the existing agreements or third-party rights.

##### **4.10.3 Policy Procedure**

If an employee is considering the commercial use of physical objects, the College shall be notified by using a special form. The person who has brought forth the materials has the right to life-long access and use. Moreover, he/she has the right to share the materials with others on the following conditions:

- i. Some of the materials shall remain at CBE; i.e. one should normally not empty the source;
- ii. The recipient must not pass on materials to a third party without the consent of CBE;
- iii. Physical objects shall be shared with others only for research purposes; sharing for commercial purposes requires a special agreement;
- iv. A signed agreement concerning the use of the released materials shall be obtained before dispatch takes place.

## **4.11 Results created by Employee with Multiple Employers**

### **4.11.1 Situational analysis**

The College is increasingly entering into teaching, research and consultancy collaboration arrangements with other institutions. These arrangements have greater chance of resulting into products which are co-authored or created by individuals from multiple employers.

### **4.11.2 Policy statement(s)**

CBE shall promote productive ways of cooperation with external parties. This principle shall apply when entering into cooperation agreements which involve shared employer's responsibilities, and in cases of double employment without a framework agreement.

### **4.11.3 Policy procedure**

- i. If work results have been achieved partly with a secondary employer and partly in the employee's working hours at CBE, or using CBE resources, CBE shall have part-ownership to the work results;
- ii. The rights to commercial exploitation of work results shall be held by the main employer (CBE) when the additional position does not include a research component of a certain extent;
- iii. If no adjustment of rights has taken place prior to the achieved results, and the results, given the circumstances, are considered to be owned jointly by both employers; an agreement shall be entered into which commercialization and the possible transfer of rights to one of the parties shall be made with compensation.

## **4.12 Ownership Standards**

### **4.12.1 Situational Analysis**

Currently, the College does not have in place the established standards for determining ownership of IP; the rights and obligations of the College; and creators of IP and their sponsors with respect to inventions, discoveries and works created at the College.

### **4.12.2 Policy Statement**

The College shall establish standards for determining ownership of IP; the rights and obligations of the College; and creators of IP and their sponsors with respect to inventions, discoveries and works created at the College.

### **4.12.3 Policy Procedure**

#### **i. Responsibilities of the creator(s)**

Creator(s) of the IP:

- a. Shall be required to disclose inventions, discoveries and other new IP to IP Unit within the directorate responsible for research in a thorough and timely manner.
- b. Shall abide by all commitments made in license, sponsored research and other agreements and comply with all laws and regulations related to government and private funded research.
- c. Shall provide such assistance as may be necessary throughout the technology transfer process to realize the goals and objectives set forth in these guidelines.
- d. Shall properly consider, disclose and manage any possible conflicts of interest arising from agreements to commercialize IP.
- e. Upon request, shall provide assignments or other documents necessary to protect the College ownership of the IP rights.

#### **ii. Responsibilities of the College**

The College shall establish processes for technology transfer to protect its IPR and to maximize the value of IP to the staff and the College. To these ends, the directorate of research and publication, in consultation with the creator, may:

- a. Publish or advertise the technology, as it deems appropriate, after protection;
- b. Assist the creator in finding a partner for the College or a sponsor for further development of IP;
- c. Negotiate and manage agreements to the best advantage of the creator and the College, in consistency with the IPR Policy and Guidelines;
- d. Provide legal support as deemed necessary or desirable for all technology transfer activities and initiatives;
- e. Prepare legal instruments necessary to realize the technology transfer objectives;
- f. Provide legal and administrative support following such realization as needed;

- g. Manage conflicts of interest, including negotiating agreements, which are consistent with the College policy.

### **iii. IP Ownership and Distribution of Royalties**

In the course of IP development, the College contributes resources and is therefore entitled to IP rights and royalties. College contribution may be moderate (such as use of office space, library, IT services and College name) or significant (such as use of College finances for IP development, protection or commercialization; use of College account system for grant management; engagement of College library staff and use of laboratory equipment). These shall determine ownership and distribution of royalties emanating from IP as detailed below:

- i. Copyrightable materials.
  - a. If the College contribution was moderate, CBE shall not claim ownership or royalties emanating from copyrights developed while the creator is employed by the College. However, CBE shall retain perpetual non-exclusive and irrevocable rights to non-commercial reproduction and distribution of the copyright materials for teaching and research, including depositing the educational materials into Courseware and Institutional Repository;
  - b. If the College contribution was significant, 50% of the net value and royalties emanating from copyright commercialization shall go to CBE and 50% to the creator(s). Net value shall be calculated after deduction of the College overheads that went into IP development, protection or commercialization. Similarly, CBE shall retain non-exclusive and irrevocable rights to non-commercial reproduction and distribution of the copyright materials for teaching and research.
- ii. Inventions: For inventions developed while the creator is employed by CBE, the College contribution shall be significant as resources such as large amount of CBE resources were utilized, such as use of College finances in product development, filing for patents and business incubation, the royalties payable to CBE shall be higher than 50% as agreed between the creator(s) of IP and the College;
- iii. For IP created as work for hire (copyrightable materials, inventions etc), CBE shall own 100% of the IPR;

- iv. The creator shall retain 100% ownership of IP developed outside of CBE and without significant use of the College resources, CBE name in grant application or advertisement of the product, CBE accounting facilities for grant administration, corporate, government or other external sponsorship administered by the College provided such works were neither created under the direction and control of the College, nor developed in the performance of a sponsored research or other third party agreement that involves CBE;
- v. For IP emanating from research supported by external research funds, or which is subject to materials transfer agreement, confidential disclosure agreement (See Appendix 1) or other legal obligations affecting IP ownership, the pre-determined IPR terms and conditions in the research contract shall apply;
- vi. For IPR co-owned between the creator(s) and the College, the creator shall not assign or license the IPR (copyrights, patents, trademarks etc) without the written consent of the College;
- vii. In all cases where IP rights and royalties are shared between creator(s) of the IP and the College, the IP Revenue Sharing Agreement form (appendix IV) must be used;
- viii. The College royalties (50%) shall be shared between the College central administration, directorate of PSRP and departments as follows: 20% to College central administration, 15% to the directorate of PSRP and 15% to the respective department.

#### **4.13 Guidelines on Students' Work**

##### **4.13.1 Situational Analysis**

Currently, the College does not have in place the established guidelines for determining ownership of IP on students' work.

##### **4.13.2 Policy statement**

The College students shall own copyright and any other IP that they make, discover or create in the course of their research.

##### **4.13.3 Policy Procedure**

- i. Ownership and distribution of royalties of IP on students' work shall be governed by the terms in contractual agreement in case where:

- a. The student has made significant use of the College resources (such as facilities or equipment), or
  - b. The student received financial support from the College or another sponsor in the form of wages, salary, stipend or grant funds for the research, or
  - c. The research is subject to materials transfer agreement, confidential disclosure agreement (See Appendix 1) or other legal obligations that restricts ownership of the IP.
- ii. Student's use of College Resources for purposes of a particular class or project shall not be considered 'more than incidental' unless such use exceeds that which is customarily provided to students in the same or similar classes or projects. Students are first authors of publications based on their thesis or dissertation work;
- iii. For postgraduate students who need to publish as a graduation requirement, only a reasonable delay in publishing should be allowed while filing for patents. The policy shall not set a fixed time allowable for the delay, but reasonable judgment shall be exercised by the supervisor after discussion with the student and consultation with the head of department and directorate of PSRP;
- iv. Publications coming from the thesis or commercial development of the thesis work must acknowledge appropriately all contributors to the work;
- v. The texts of all student theses and dissertation, and works derived from such works, are considered "exempted scholarly works".
- vi. The student shall own copyright in the scholarly work subject to a royalty free license to the College to reproduce and publish. In certain cases where copyrights for published articles appended in student theses belong to the publisher, students shall seek permission from publishers to append the articles in their theses. Students shall sign the Intellectual Property Rights Contract and declare Copyrights in dissertations and theses following procedures outlined in the General Regulations and Guidelines for Postgraduate Programmes.
- vii. Intellectual Property conceived, created, or developed by a College student in the course of the student's College employment, or with more than incidental use of College Resources, or

jointly with another individual who has a duty to assign or has assigned such Intellectual Property to the College, shall be deemed the property of the College.

#### **4.14 Guidelines on Authorship, Publication and Copyrighted Materials**

##### **4.14.1 Situational Analysis**

The College has in place a Research and Publication Policy, however, the policy does not adequately address IPR related issues

##### **4.14.2 Policy Statement**

The College shall enhance implementation of the research and publication policy in line with procedures provided in the IP policy.

##### **4.14.3 Procedures**

- i. In reporting scholarly research results, all authors of a publication must accept responsibility for the contents of the publication, and all members of the research team must ensure that appropriate credit is given for work done by all contributors;
- ii. Authors of a publication comprise all, and only those individuals who have made a significant intellectual or scholarly contribution to the work reported, and without whose contribution the work would not be complete. Authors are listed in the order of the significance of their contributions;
- iii. Copyright warning notice (symbol © for copyright or creative commons symbol for works available on open access, year of first publication and an identification of the copyright owner) must be clearly marked on all print copies of published materials, teaching materials and a similar notice must be displayed on the copies that shall be made available on electronic platforms.

#### **4.15 Guidelines on Sharing of Data**

##### **4.15.1 Situational Analysis**

Sharing of data is an act which cannot be avoided in academic writing and other related works. However, the College has not established procedures or guidelines on how data should be shared among the College community

#### **4.15.2 Policy Statement**

Academic members of the College have the right to protect and preserve exclusive access to their data for a reasonable period of time (defined by the norms of the discipline), and an obligation to make available to other scholars and non-commercial users, the data on which their work is based.

#### **4.15.3 Policy Procedure**

- i. After completion of research, data on which the research work was based should be made available to other members of the College for royalty-free non-commercial use in teaching and research activities. Notwithstanding the above, members of the College have the collegial obligation to allow the owners(s) of such data a first opportunity to exploit those data for publishing. After its publication in the open literature, data on which research work is based on shall be made available for royalty-free non-commercial use by anyone who requests it. The data shall bear the appropriate copyright marks;
- ii. Exceptions to these rules are allowed only when the research is subject to confidentiality requirements due to contractual arrangements with a sponsoring agency, to delays associated with patent applications, or to College policy constraints on research involving human subjects or animals. In the case of contractual limitations, all collaborators must be made aware of, and agree in advance to such constraints.

### **4.16 Guidelines on Online Access to teaching materials**

#### **4.16.1 Situational Analysis**

Pursuant to the development of technology, the College emphasizes the use of IT in teaching and learning process. In that regards, the College envisages to utilize IT for the development of e-learning program whereby students access most of teaching materials online.

#### **4.16.2 Policy Statement**

The College shall put in place a conducive environment to facilitate adequate implementation of guidelines and procedures on online access to teaching materials to its staff and registered students only.



#### **4.16.3 Policy Procedure**

- i. The College shall limit access of material on e-learning sites to the general public and shall only be accessible by restricted web sites where authentication is required;
- ii. If the course instructors find it necessary to e-mail copyrighted material to students and other stakeholders, this should apply to enrolled students or staff only.

## CHAPTER FIVE

### 5.0 GOVERNANCE OF THE INTELLECTUAL PROPERTY RIGHT POLICY

The College shall designate and make operational an independent Department/Unit responsible for IPR in order to have an effective implementation of IP policy. The envisaged department shall operate under the directorate of PSRP. The College shall adequately staff and equip the IP office and where possible place the IP Department/Unit under the ARC office. An officer in the IP department/unit shall be responsible for, among others, the governance of the process of identification, designing, development, monitoring and implementation of IP Policy at the College.

The governance of the IPR shall also involve the following key stakeholders: Governing Body (GB), Rector, College Academic Board (CAB), Research and Publication Committee (RPC), Deputy Rector Academic Research and Consultancy (DR-ARC), Campus Directors (CaD), Directorate of Finance (DF), Directorates of Postgraduate Studies Research and Publication (DPSRP), Directorate of Undergraduate Studies (DUS), Heads of Departments/Units (HODs), Library Management, Computer manager, staff, and students. Each of these stakeholders shall have a specific role to play in the successful implementation of the policy as defined hereunder:

Other stakeholders in the governance/implementation of this policy shall include:

- Students: responsible for observing IP and other copyright legislation and any restriction and obligation under any license or permission in their use of third party copyright material;
- Student shall not use CBE facilities and other resources to infringe copyright and IP;
- Lecturers in charge shall be responsible for copyright compliance of third party copyright material supplied to students enrolled in their subjects. Table 5.1 presents a summary of responsibilities of each person as follows: -

**Table 5.1** Roles and Responsibilities of key persons in the implementation of CBE Intellectual Property Right:

<b>Responsible Person/Party</b>	<b>Responsibility</b>
Deputy Rectors (ARC)	<ul style="list-style-type: none"> <li>• Responsible for research related to IP agreement</li> </ul>
IPR Coordinator	<ul style="list-style-type: none"> <li>• Responsible for overall governance of the process of identification, designing, development, monitoring and implementation of IPR Policy</li> </ul>
Directors of Postgraduate Studies Research and Publication	<ul style="list-style-type: none"> <li>• Promote understanding of and compliance with Copyright laws and licenses relating to third party copyright materials</li> </ul>
Campus Directors –	<ul style="list-style-type: none"> <li>• Promote use of copyright by students.</li> <li>• Promote use of copyright by staff, management and nonacademic staff</li> </ul>
Head of Department	<ul style="list-style-type: none"> <li>• Identify, trace and promote development and implementation of the IPR policy at Departmental level</li> </ul>
Academic and administrative staff	<ul style="list-style-type: none"> <li>• Comply with moral use of, and notification in writing intellectual Property right of the third party in accordance to this Policy in pursuit of teaching, consultancy and research</li> </ul>
Postgraduate students and others	<ul style="list-style-type: none"> <li>• Comply to this Policy throughout the course duration and/or engagement in the project and various work</li> <li>• Individual’s responsibility to compliance with copyright and IP</li> </ul>

### **5.1 The General Policy Procedures for Commercialization and Distribution of Net Earnings**

- i. All employees at CBE shall be treated equally in terms of economy, that is, both scientific and technical/administrative employees are to receive an equal share of net earnings.
- ii. As a main rule, CBE shall use the tripartite principle, which is based on ownership and net earnings being equally shared between the participants. In most cases, these shall be CBE, the employee, and/or an external commercialization partner. 50% of CBE’s share shall be allocated to the administrative unit of the employee. The department shall use these funds for development and research grants for academic environments and for innovation purposes.

- iii. Net accumulated earnings shall be allocated to innovation activities at CBE in accordance with possible guidelines from the Research Board. Earnings allocated to the inventor shall be paid out in monetary form in connection with the annual settlement.
- iv. If income/earnings accrue by exploitation of work results in cases where CBE has not required at transfer of rights, or if the rights have been returned to the inventor, CBE shall, in accordance with the standard norms of distribution, be entitled to two thirds of the net earnings that are generated through commercial exploitation of the work results.
- v. If an employee neglects his/her duty to report a work result to CBE, and instead chooses to exploit the results personally or through others, CBE shall, in accordance with the standard norms of distribution, be entitled to two thirds of the net earnings that have been generated through commercial exploitation of the work results.
- vi. If doubts or disagreements arise between an employee and CBE concerning ownership of rights or distribution of net earnings from the commercialization of research results, the situation shall be reported to the Department of Research Management. The department shall, after having consulted CBE management, give all the parties the opportunity to present their views on the matter.
- vii. Based on these presentations, the department shall attempt to reach an out-of-court settlement which shall then be submitted to the College Rector for a decision.
- viii. If the College Rector's decision does not satisfy all involved parties, the complainant may ask the Rector to establish an ad hoc IPR committee. The composition of the committee must safeguard its independence in relation to both CBE and the employees.
- ix. The IPR committee, which is appointed on a case-by-case basis, shall have the following mandate:
  - Consider cases and give advisory statements in disputes between employees and CBE.
  - Cases that do not fall under the provisions of the Employee Invention Act may, unless they are solved internally between the parties, be brought before the Reconciliation Board for Employees' Inventions, (To be established).
  - In all cases, disputes about rights and distribution of earnings shall also be brought before a court of law.

## **5.2 Returning transferred rights**

### **5.2.1 CBE Return Offer**

After CBE has gained ownership of an invention/project/work result, based on legal authority or agreement, it shall decide not to continue with a patent or not wish to or be unable to find a commercial basis for continuing with a project. The College shall therefore offer a return of the rights to the employee under the following guidelines.

- i. An agreement shall be entered into between the two parties. The employee thereby commits to fulfill all obligations incurred by the College in relation to third party that have financed research leading to the invention;
- ii. CBE shall nevertheless hold the right to use the invention free of charge for teaching and research purposes at the College;
- iii. Should the employee not wish to take over the rights, the College may decide not to hold on to them, the consequence being that the College has no further obligations to support the commercialization of the results;
- iv. Decisions concerning the return of ownership are made by the College Rector after precisely defining case processes.

### **5.2.2 Principles of Distribution of Earnings linked to shares**

An invention or other results of research that can be exploited commercially may give rise to the incorporation of a company. In connection with the establishment of a business enterprise, the price of the technology is negotiated in the company shares and balanced against other investments in the company. The point of departure for distribution to owners is a one third division between employee(s), CBE and /or another external commercialization party, but this distribution shall depend on whether possible partners are invited to become owners.

### **5.2.3 Share Subscription and Share Issue**

The individual employee and the College can subscribe for shares and shall also be owners of the company, with possible selected partners that are invited in as owners.

Any wish to subscribe for shares, both when a corporate company is established and in case of possible share issues, must be submitted to the College Board. The Board shall then decide on the

matter based on the current Regulations for Financial Management in the Government Administration.

#### **5.2.4 The employee refrains from share subscription**

If the employee does not wish to take part in establishing a corporate company, he shall be given compensation. The compensation rate shall be the subject to negotiations, but tentatively the original owner of the idea may receive 10% of the annual result for a specified period, subsequent to the establishment of the company.

#### **5.2.5 Administration of CBE's proprietary position**

In exceptional cases CBE becomes the direct owner and administer the ownership in newly established companies, the director of finance shall administer the ownership of that newly established companies on behalf of the College until any exit. This ownership can be possibly made together with an external partner, and the College shall then have its share of the earnings. Administrative arrangements as described above are not static and can be reviewed.

#### **5.2.6 Commercialisation of research and Intellectual work results**

- i. The purpose of commercialisation is to spread and disseminate knowledge that benefits society as well as to contribute to bring forth resources to the research environment where the current result has been achieved;
- ii. Commercialisation activities must not come into conflict with the principle of academic freedom;
- iii. The employee is free to give priority to publication and to choose that the results be made publicly available, even though this may reduce the opportunities for commercialization;
- iv. Employees at the College have a duty to report certain kinds of research results. The College shall and in cooperation with the employee, consider whether an attempt should be made at commercialisation or not;
- v. The College functions as a mediator of expertise between the individual researcher and the TTO/CA. Since the areas of expertise of the different CAs vary, the function of the College is to find the most relevant CA in each case and thereby establish a favorable situation for the researcher and the current commercialisation project;

- vi. If the College chooses not to exploit a research result, or fails to continue with commercialisation within a given closing date, the employee may enter into an agreement with the College and use the results.

### **5.3 Dispute Resolution**

There are circumstances where disputes may arise between or among parties in respect to matters of intellectual property. If dispute arises between the College and a staff member, student or other individual covered by this policy with respect to the application of this policy; the College shall resolve that dispute quickly, fairly and, wherever possible, without resort to litigation or other public dispute resolution procedure. The intent is to reduce the strains that such disputes and their resolution place on the parties so as to affect the work and relationship of those involved as little as possible. The procedure for dispute resolution shall be as follows:-

- i. If a dispute arises then the College shall attempt to agree with the other party/parties to first attempt to resolve the dispute by mediation.
- ii. If the dispute is not settled within 30 days by mediation, the College shall submit the dispute to expedited arbitration administered by, and in accordance with the Arbitration Rules of Tanzania.
- iii. Any mediation or arbitration shall be held in conference at a place where the College campus is located at the convenience of the individual (s) involved.

*Nothing in this procedure removes the right of a staff member, former staff member, student, or former student to seek other recourse available under the law.*

## **CHAPTER SIX**

### **6.0 MONITORING AND EVALUATION (M & E)**

#### **6.1 Monitoring and Evaluation activities**

In order to successfully implement the Intellectual Property Policy the College shall establish a more detailed and specific mechanism for monitoring and evaluation. Intellectual Property Right Committee shall be convening its regular meetings on quarterly basis. Deliberations from the Committee meetings shall be communicated to the respective stakeholders for further actions.

Monitoring and Evaluation shall involve: -

- i. Establishment of mechanisms of accountability for monitoring and evaluating the implementation of the Intellectual Property Policy;
- ii. Establishment of framework that shall provide basis for monitoring and evaluating the right policy implementation at all College levels;
- iii. Establishment of sound institutional framework for translating the goal, objectives and strategies into actual programmes at all levels that is Units/Sections, Departments, Directorates, and Campuses. The implementation shall be effected through the existing College institutional set up.

#### **6.2 Training and awareness**

The management of Intellectual Property policy cannot be carried out in isolation of the users and other beneficiaries. Retention of property right, patenting, Commercialisation and use of human intellects property involves complex situations to public entity like CBE As such, management of IP policy requires special attention of individuals and the beneficiaries involved in the entire chain of process in order to get return on investment and human productivity. Therefore the College shall develop a desired expertise to manage the IP rights among its staff, students and external parties.

The College through the directorates of undergraduate and post graduate studies shall:

- i. Initiate custody chain process to ensure individual contributions to use from academic and administrative staff to intellectual property design, development and use is recognized in the work performance and other mechanism;
- ii. Where necessary, use postgraduate candidates in research projects especially in data collection for research projects which are entirely carried by the College;



- iii. Create a mechanism by which staff members and postgraduate students are motivated to undertake the opportunity to develop, design and protect vibrant and feasible intellectual property rights;
- iv. Create and Promote opportunities for post-doctoral scholars and research associates to participate in intellectual property development, acquisition, implementation and protection;
- v. Develop standard operating procedure to establish and monitor on significant investments by internal and external parties and their subsequent rights as defined in this Policy document;
- vi. Coordinate administrative and academic departments to develop a means to identify and records all rights or potential right existing or arising from routine or periodical activities of employee or external parties engaging the department, individual or CBE in the course of provision of consultancy, training and teaching;
- vii. Deploy an individual personnel that shall solely be responsible for facilitating identification, tracking, recording, monitoring and governance process of Intellectual property right in the course of CBE's operations.

### **6.3 Quality Assurance**

In order to ensure efficient and effective Intellectual Property Management at CBE there is a need to recognize the importance of linkage of this policy to CBE quality Assurance Management Policy and process. In this respect Quality assurance Unit shall develop and implement the following

- i. Develop and disseminate Quality Assurance guidelines on intellectual Property policy;
- ii. Make sure that procedures and its implementation are in line with International Quality assurance quality guidelines or any other recommendable standard;
- iii. Monitor the quality and standards deployed in the management of intellectual rights, patentable rights, commercialized patents, third party rights existing or arising from the function or activities of staff or CBE organization in general in pursuit to this Policy or recommended criteria.

#### **6.4 Quality Monitoring Performance and Reward**

- i. The Quality assurance Unit shall establish and implement transparent criteria to be used in measuring research intellectual rights, patentable work, and right to intellectual property;
- ii. Evaluate right to intellectual property right by individuals and departments and Colleges annually;
- iii. Recognize and monitor performance activities on intellectual property right at individual, group and departmental level annually.

#### **6.5 IP Audit and Procedures**

An IP Audit is a systematic review of the intellectual properties owned, used or acquired by a business so as to assess and manage risk, remedy problems and implement best practices in IP asset management. IP audit shall involve undertaking a comprehensive review of the College's IP assets, related agreements, other relevant policies and compliance procedures. Specifically, an effective IP audit and procedures shall help the College to undertake an inventory of IP assets, update and analyze: -

- i. How the IP assets are used or not;
- ii. Whether the IP assets used by the College are owned by others;
- iii. Whether the IP assets are infringing the rights of others or others are infringing on the rights of College IP assets; and
- iv. Determine, in the light of all this information, what actions are required to be taken with respect to each IP asset, or a portfolio of such assets, to serve the realisation of the mission of the College.

In that regards, this IPR policy shall be reviewed in three years after approval and when deemed necessary.

#### **6.6 Approval Details**

The Governing Body of the College shall approve the Policy.

#### **6.7 Related Legislation**

- The College of Business Education Act, Cap. 315 R.E 2002;
- Research and Publication Policy, 2018

## **6.8 Effective Date for the Policy**

Unless otherwise determined by the approving body, the policy shall become effective from the date it is approved by the Governing Body.

## **6.9 Policy Owner**

The College of Business Education

## **BIBLIOGRAPHY**

- The College of Business Education Act, Cap, 315 R.E 2002
- The College of Business Education Research and Publication Policy, 2018
- Muhimbili University of Health and Allied Science (MUHAS) Intellectual Property Rights Policy and Guidelines, 2017
- The Copyright and Neighboring Rights Act Cap. 218, R.E 2002
- The Open University of Tanzania (OUT) Intellectual Property Policy, 2017
- Tumaini University Makumira, Intellectual Property Policy and Guidelines, 2015
- University of Dar es Salaam, Intellectual property Right Policy and Operational Procedures, 2008.

**APPENDIX-I**  
**COLLEGE OF BUSINESS EDUCATION (CBE)**  
***DIRECTORATE OF RESEARCH AND PUBLICATIONS***  
**INTELLECTUAL PROPERTY UNIT**  
**CONFIDENTIAL DISCLOSURE AGREEMENT FORM**

THIS AGREEMENT dated the \_\_\_\_ day of, 20 (the “Effective Date”).

BETWEEN: The GOVERNING BODY OF THE COLLEGE OF BUSINESS EDUCATION (CBE) with its principal offices located along Bibi Titi Road, ILALA, DAR-ES-SALAAM, whose address for service is P.O. BOX 1968, DAR-ES-SALAAM, TANZANIA. OF THE FIRST PART- and ..... (*Legal Name*) with its principal offices located at ..... whose address for service is ..... (*Enter full mailing address*) OF THE SECOND PART WHEREAS the Parties intend to carry out the Project/Activity more particularly set out in SECTION “A” attached hereto;

AND WHEREAS each Party wishes to disclose certain information pertaining to the Project/Activity to the other Party with a view towards engaging in the Project/Activity more particularly described in SECTION “B”; NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements set out herein, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties), the Parties covenant and agree as follows:

**1. Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

**2. Exclusions from Confidential Information.** Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

**3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign

nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

**4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

**5. Actions on Completion/Termination:** Upon termination of this Agreement, completion of the Activity by the Parties (in the absence of further agreement of them), or either Party's request at any time, the Receiving Party shall:

(a) Cease all use of the Confidential Information.

(b) Promptly return to the Disclosing Party all tangible Confidential Information, including all copies, reproductions, summaries, memos, correspondences or compilations, so that it no longer has any of such information in its possession or under its control in any format whatsoever, including without limitation electronic and paper formats (with the exception of one copy of any returned Confidential Information that may be retained by the Receiving Party in its legal files solely for the purposes of maintaining a record and compliance).

(c) Cease any and all work in connection with and any further use of the Confidential Information.

**6. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

**7. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

**8. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

**9. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

**10. Counterparts:** This Agreement may be executed in counterparts and, when so executed, each such counterpart shall form one Agreement and shall be as valid and binding on all Parties hereto as every other counterpart.

**11. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws Tanzania.

Disclosing Party		Receiving Party	
Organization	Name:	Organization	Name:
_____		_____	
Representative	(Name):	Representative	(Name):
_____		_____	
Title: _____		Title: _____	
Signature: _____		Signature: _____	
Dated: _____		Dated: _____	
_____			

**APPENDIX - II**  
**COLLEGE OF BUSINESS EDUCATION (CBE)**  
***DIRECTORATE OF RESEARCH AND PUBLICATIONS***  
**INTELLECTUAL PROPERTY UNIT**  
**CBE MATERIAL TRANSFER AGREEMENT**

1. This Material Transfer Agreement is made and entered into as of the..... (The “Effective Date”) by and between The GOVERNING BODY OF THE COLLEGE OF BUSINESS EDUCATION referred to as CBE, (hereinafter referred to as “LENDER”) having its principle office at..... and ..... (Hereinafter referred to a “BORROWER”) having its principle office at.....
2. In consideration of the mutual covenants contained herein and with the intention of being legally bound under the laws:
3. The “MATERIAL” covered by this Agreement is defined as and includes the following:
4. BORROWER desires to obtain samples of the MATERIAL and the LENDER is willing to provide the MATERIAL to the BORROWER solely for the permitted uses and on the terms and conditions set forth in this Agreement.
5. BORROWER agrees that this MATERIAL will not be released to any person other than the signatories of this Agreement except co-workers working directly under a signatory’s supervision who have agreed to abide by the terms and conditions of this Agreement. No one is permitted to take or send this MATERIAL to any other location, unless prior written permission is obtained from the LENDER; such permission will not be unreasonably withheld.
6. The BORROWER retains ownership of: (a) modifications which contain/ incorporate the MATERIAL (except that, the LENDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or modifications, but which are not progeny, unmodified derivatives or modifications (those substances that do not contain the original MATERIAL, progeny, unmodified derivatives of the LENDER). If either 2 (a) or 2 (b) results from the collaborative efforts of the LENDER and the BORROWER joint ownership may be negotiated.
7. This Agreement and the resulting transfer of MATERIAL constitute a restricted non-exclusive permission for BORROWER to use the MATERIAL solely for not-for-profit purposes. MATERIAL will not be used for any purpose inconsistent with this Agreement and in connection with any activity that is subject to consulting or licensing obligations to any third party. Upon completion of the work for which this restricted permission is granted, MATERIAL, which has not been used, will be disposed of as explicitly directed by the LENDER. The LENDER retains title to the MATERIAL, and BORROWER shall not obtain any ownership rights in MATERIAL.
8. MATERIAL is experimental in nature and it is provided AS IS WITHOUT WARRANTY OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION



WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. LENDER makes no presentation and provides no warrant that the use of the MATERIAL by BORROWER will not infringe any patent of proprietary rights of third parties.

9. BORROWER agrees that it will follow all applicable laws and guidelines set forth by proper authority regarding the use and handling of such MATERIAL.

10. The BORROWER shall be responsible for any and all import/export requirements and regulations for the reception of such MATERIAL.

11. If the BORROWER intends to use such MATERIAL to determine if a commercializable system can be developed as a result of the BORROWER having received this MATERIAL whether patentable or not, BORROWER shall promptly notify the LENDER in writing of the substance of each such discovery and of the filing of any patent application thereon. BORROWER agrees to negotiate in good faith prior to marketing of such discovery compensation to be paid by the BORROWER to the LENDER. Giving consideration to the contributions of the parties to the discovery and its development, such compensation may include royalties in the gross sales value of the worldwide sales of such discovery derived from the MATERIAL.

12. BORROWER shall provide LENDER with a manuscript of any proposed publication or presentation resulting from the study using MATERIAL at least sixty (60) days prior to submission thereof for publication or presentation. LENDER reserves the right to review any such manuscript and to require the removal of confidential matter in order to protect its proprietary rights and interests. LENDER shall notify BORROWER in writing within the sixty (60) day period concerning the removal of confidential matter and to suggest editorial modifications in the manuscript.

13. BORROWER hereby agrees, upon the request of the LENDER, to provide the LENDER with a report of observations related to the MATERIAL by providing the LENDER with a report describing the results of such research using the MATERIAL. To the extent that it is able, BORROWER will acknowledge LENDER's contribution.

14. BORROWER hereby grants the LENDER a non-exclusive, world-wide royalty-free right to use for its internal research purpose any information or new material developed by BORROWER using the LENDER MATERIAL whether patentable or not. The LENDER agrees not to publish results involving BORROWER's data without citing its source and giving credit of authorship/creatorship to BORROWER, provided that is desired by BORROWER.

15. Either party may disclose the other party's Confidential Information to a governmental authority if such party reasonably believes that such disclosure is required by applicable law or regulation or by subpoena or order of court of competent jurisdiction, provided that such disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance notice is given to the other party.

16. BORROWER will exercise all reasonable precautions to protect the integrity and confidentiality of the MATERIAL, and BORROWER shall maintain records of the location of all

MATERIAL. BORROWER will not remove the MATERIAL from BORROWER's premises except to the extent necessary to fulfill its obligations under this Agreement.

17. This Agreement will terminate on the earliest of the following dates: (1) on completion of BORROWER's current research with the MATERIAL, (2) on thirty (30) days written notice by either party to the other, (3) on...

18. This Agreement shall be governed by the laws of TANZANIA.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement: -

LENDER \_\_\_\_\_ BORROWER \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

WITNESSED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

SEAL:

\_\_\_\_\_