



UNIVERSITEIT VAN PRETORIA
UNIVERSITY OF PRETORIA
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UNIVERSITY OF PRETORIA
Department of Research and Innovation

INTELLECTUAL PROPERTY COMPLIANCE REGULATION

Document type: Regulation
Policy Category: Research

Document number: S 5145/22

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1. Purpose

The University of Pretoria's (UP's) Intellectual Property Policy (IP Policy) governs how intellectual property (IP) is created, identified, owned, protected and commercialised at the University. This Regulation aims to align the University's IP Rights and obligations with the Intellectual Property Rights from Publicly Financed Research and Development Act 51 of 2008, as amended (IPR Act).

2. Scope

This Regulation applies to all Employees, visiting academics and researchers, students (including undergraduate and postgraduate students), contract workers, and research and development fellows and associates (IP Creators). It also applies to any research and development involving the use of the facilities or other resources of the University.

This Regulation governs how IP is created, identified, owned, protected and commercialised. It applies to all IP created at the University.

IP is defined in the Definitions section. It is created at the University if:

- it is created by Employees, visiting academics and researchers, students (including undergraduate and postgraduate students), contract workers, and research and development fellows and associates (IP Creators); or
- the University's facilities or other resources were used to create the IP.

3. Regulations

The University:

- retains IP Rights;
- protects IP;
- commercialises IP;
- distributes income derived from Commercialisation of IP fairly;
- promotes open access to IP (when appropriate); and
- complies with legislation and its public law duties regarding IP.

3.1. The University retains intellectual property rights

The University owns any IP emanating from all publicly financed research and development conducted by its IP Creators, be it in the course and scope of their employ or their studies, or by using the University's facilities or other resources.

3.1.1 Intellectual property created by employees

The University owns all IP that Employees create in the ordinary course and scope of their employment or on the specific instruction of the University unless this Regulation indicates the contrary or the University agrees otherwise in writing.

Copyright

The University holds the copyright in:

- examination and assessment questions;
- syllabi and curricula;
- commissioned works and course materials that fall outside the scope of regular academic work;
- computer Software developed at or commissioned by the University to support academic or research activities or the operation of the University;
- computer Software developed as part of a research project;
- all University-produced publications (e.g. newsletters and the content of the University's website); and
- photographs taken by Employees for or commissioned by the University for University media or publicity.

The University assigns the following copyright to the authors:

- scholarly and literary publications (e.g. academic articles and textbooks);
- paintings, sculptures, drawings, graphics and photographs produced as an art form;
- recordings of musical performances and musical compositions;
- course materials, with the agreement that the University retains a perpetual, royalty-free, nonexclusive licence to use, copy and adapt such materials within the University for teaching and research; and
- film.

Employees have the right to enter into agreements with publishers who may want to publish their work. The Employee supervisor must ensure that:

- publishers acknowledge and maintain the University's rights; and
- the publication does not conflict with any past, planned or future assignment of rights to another publisher.

Inventions, confidential or proprietary information and know-how

South African law dictates that the University owns all rights, title and interest in and to any Invention, confidential or proprietary information and know-how, whether it can be patented or registered as a design or plant breeders' right or not, that an Employee creates.

All Inventions, confidential or proprietary information and know-how that an Employee created while employed by the University and that relate to the field of specialisation in which the Employee has been appointed will be deemed to have been developed in the ordinary course and scope of their employment unless the Employee can prove to the contrary based on a written agreement, logbook or similar evidential material.

If the Employee owns the Invention, confidential or proprietary information or know-how, they will cede and assign all their right, title and interest in the Invention, confidential or proprietary information or know-how to the University unconditionally without compensation.

The cession and assignment will include:

- the right to seek protection for such Invention, confidential or proprietary information and know-how under any patent, design registration or any other proprietary right worldwide in the University's name; and
- all rights, title and interest in any such Invention, confidential or proprietary information and know-how that the Employee created during the fulfilment of their employment obligations and for which an application for registration of a patent, design or plant breeders' right is filed within one year after they leave the University's employ.

Serendipitous knowledge and associated inventions

The University owns Serendipitous Knowledge and associated Inventions that originate from research and development by Employees unless otherwise agreed to with the University in writing.

Clinical trials

The outside organisation owns any IP created during Clinical Trials, provided that there is a written contract between the outside organisation and the University and that the trials were priced on a full-cost basis and that the University was remunerated accordingly.

IP created during Clinical Trials or using the University's infrastructure or other staff or students without prior written permission will vest in the University.

3.1.2 Intellectual property created by employees during contract, outside and consultation work

Contract Research, Outside Work, Consultation Work and related agreements must exclude Serendipitous Knowledge and associated Inventions.

Contract research

Employees must ensure that appropriate written agreements regarding research and the IP emanating from the activities listed below are concluded with the University and approved and signed by the TTO and all relevant parties before they:

- conduct Contract Research;
- visit other educational institutions or other organisations to conduct research in future;
- collaborate with outside organisations to conduct research; or
- conduct research during research leave.

Outside work

Outside Work means work by an Employee for their own interest outside the course and scope of their employment at the University where the University's infrastructure is not being used. The Employee will own any IP created during Outside Work, provided that the Employee obtained prior written permission from the Human Resource Department.

Employees doing Outside Work may ask permission to use the University's infrastructure, staff or students. If permission is granted, the work will be regarded as Consultation Work for the purposes of this Regulation and the IPR Act. If the Employee goes ahead without permission, the University will own the IP that they create.

Consultation work

Consultation Work for outside organisations falls outside the ordinary course and scope of employment, but make use of the University's infrastructure, staff or students. Consulting occurs when Employees make their expertise available to a third party on commission. Expertise is usually applied creatively during consultation, and problem solving may be required. The primary purpose of this activity is not to generate new knowledge. Consulting does not include 'professional private practice' or 'private work', external examining duties for professional bodies or other institutions, or acting in an advisory role for committees, boards or professional associations. This is treated as Outside Work.

The work product from Consultation Work, including a report, opinion or service, and the copyright subsisting in the product may be provided to outside organisations.

Unless the TTO approves a different arrangement, all consulting contracts must:

- reserve the right to generate and publish academic publications from such Consultation Work;
- reserve the right of the University to use any IP emanating from such Consultation Work for research, development and educational purposes; and
- reserve to the University all IP Rights, including all copyright, subsisting in all the raw data generated during any research for such Consultation Work.

Employees doing Consultation Work must ask permission to use the University's infrastructure, staff or students and remunerate the staff or students from the compensation that they receive. If permission is granted, the other staff or students will be regarded as consultants for the purposes of this Regulation and the IPR Act.

The University will own the IP from Consultation Work where its infrastructure, staff or students were used or if the necessary contracts are not in place.

3.1.3 Intellectual property created by contract workers

Contract workers are subject to the same conditions regarding IP that apply to University Employees, unless the University agrees otherwise in writing.

3.1.4 Intellectual property created by joint staff

A joint staff appointment is one in which an Employee is employed by the University and an outside organisation. The Memorandum of Agreement between the University and the outside organisation will determine who owns the IP that joint staff Employees create. The Memorandum of Agreement must be concluded before the Employee takes up the joint staff position.

If there is no Memorandum of Agreement, the IP is subject to the same conditions that apply to University Employees.

3.1.5 Intellectual property created by students

When students register at the University, they enter into a contract with the University, of which the IP Policy and this Regulation forms part.

Unless otherwise agreed to in writing or this Regulation, the University owns any IP that students create during the ordinary course and scope of their studies.

Copyright

The University holds the copyright in the following works:

- thesis, dissertation or a work of art submitted for examination;
- scholarly and literary publications (e.g. academic articles and textbooks);
- paintings, sculptures, drawings, graphics and photographs produced as an art form;
- computer Software developed as part of a research project;
- recordings of musical performances and musical compositions; and
- film.

A student and the University may conclude an agreement regarding the publication of a research report, a mini- dissertation, a dissertation or any article. Should the copyright of

the research report, mini-dissertation, dissertation or article be the only exploitable Intellectual Property that arises from such research report, mini-dissertation, dissertation or article, the University would normally transfer the copyright to the student, subject to certain conditions. A faculty may, in consultation with the Office of the Registrar, make arrangements that apply to that specific faculty.

All other arrangements and faculty-specific arrangements in respect of intellectual property must be reduced to writing and stored electronically by the faculty. In the absence of any agreement, the University has the right to reproduce and publish, in any manner it may deem fit, the research report, mini-dissertation, dissertation or article, and to distribute such reproduction.

Students must consult the General Academic Regulations for further rules relating to Intellectual Property.

The publication of the thesis or dissertation is also subject to the Policy on Electronic Dissertations and Theses.

Student bursaries from external organisations or other third parties

Contracts between students and bursars must be subject to the IP Policy and this Regulation, unless the University agrees otherwise in writing.

Students who are employed by external organisations or other third parties

Contracts between students and external employers are subject to the IP Policy and this Regulation, unless otherwise agreed to with the University in writing. Any IP that the student creates as an Employee of an outside organisation still belongs to the University, unless the University agrees otherwise in writing.

If a student intends to submit an assignment, dissertation or thesis that their employer commissioned, they must promptly disclose their intention to the University and the employer when they register or as soon as they become aware of the employer's commission. The University and the employer will then negotiate the IP ownership, confidentiality and publication of the assignment, dissertation or thesis.

Unless otherwise agreed to in writing, the University will not keep an assignment, dissertation or thesis confidential for more than three years and reserves the right to publish the assignment, dissertation or thesis electronically. This does not prevent the student from publishing the assignment, dissertation or thesis (or a popular version) independently, provided that the independent publication does not infringe on the University's rights. The publication of dissertations and theses is also subject to the Policy on Electronic Dissertations and Theses.

3.1.6 Intellectual property created by visiting lecturers and researchers (including postdoctoral researchers)

Lecturers and researchers, including postdoctoral researchers, visiting the University are subject to the same IP conditions that apply to University Employees unless otherwise agreed to in writing.

3.1.7 Intellectual property created by outside organisations, research and other sponsors, funders and the Government

Outside organisations, research and other sponsors, funders and the Government providing financial support and making other contributions such as bursaries, donations, grants or sponsorships do not automatically acquire ownership of the IP created with their support or contributions.

The University owns all IP created with such financial support or contributions during research and development by its IP Creators or other parties using its facilities or other resources.

If the support or contributions cover the Full Costs of the research and development, the parties may agree to the ownership vesting in the other party.

All research and development contracts must:

- be concluded in writing with the University before IP is created; and
- be authorised and approved officially by the designated authorised persons according to this Regulation

3.1.8 The Intellectual property created by the University

Incremental contributions to intellectual property

Where an outside organisation commissions a University staff member or student to conduct a study in which existing IP, which is owned by an outside organisation (background IP), has to be further developed or where a problem relating to the IP has to be solved, the University's rights will include at least the incrementally added IP of the investigation or research and any patents, designs and copyright that may originate due to such research. In all such cases, the relevant staff member or student and the outside organisation must contact the TTO to have the parties' respective rights to the IP, including the licensing of the IP Rights, included in a written agreement with the University.

University trademarks

The University owns various registered and unregistered trademarks. Therefore, it reserves all its rights regarding these trademarks, including its name, coat of arms, acronym or similar indications that suggest an association with the University.

These trademarks include the names 'Tuks', 'Tukkies' and 'UP', the University's corporate colours and logos that have been or will be developed by departments, institutes, bureaus or units and all the University's respective domain names.

Staff or students using these trademarks in their duties or studies must comply with University regulations (e.g. in respect of letterheads) as prescribed by UP Corporate Marketing or the TTO, or both.

Staff, students or members of the public may not use the University's trademarks for private purposes or gain.

The University reserves (at its sole discretion) the right to license its name or trademarks to commercial partners. This includes licensing the University's name or other trademarks for use by short courses in terms of the UP Policy on Short Courses. Should a staff member or student wish to use the University's trademarks outside of the provisions of a recognised policy of the University, such member or student should request written authorisation from the Registrar to do so. Their use of the trademarks will be subject to any conditions that the University may attach to such authorisation.

Indigenous knowledge

Any IP created as a result of research involving or using indigenous knowledge will be dealt with in a manner that ensures due recognition of the indigenous community or individual from which the knowledge originated. This includes recognition as IP Creators and compliance with the provisions of the Protection, Promotion, Development and Management of Indigenous Knowledge Act 6 of 2019. In addition, such individuals or communities will be entitled to Benefit-Sharing that may accrue from the IP Commercialisation.

3.2. The University protects intellectual property

The University and IP Creators must protect the IP created at the University and respect any IP Rights that others may possess.

IP Creators must identify what IP (except for copyrighted material) they will generate and declare it to the TTO as soon as possible, but at least within 90 days

- after a new and potentially useful product or process has been conceptualised, or a new plant variety has been developed, or
- after an unusual, unexpected or nonobvious research result that has the potential of being commercially or otherwise applied is obtained.

IP Creators must complete and submit an Invention Disclosure Form (Annexure A) to the TTO if they believe that they have created or will create IP.

The TTO must analyse the IP disclosed to it for:

- commercial potential;
- the existence and form of IP Rights;
- the stage of development of the IP; and
- the appropriate form for protecting those rights.

Sharing or publishing IP could infringe on IP Rights or jeopardise IP filings. The University and IP Creators must keep IP confidential and must:

- not share or publish IP without the authorisation of the TTO;
- conclude appropriate agreements (e.g. material transfer agreements, data sharing agreements or nondisclosure agreements) to ensure that external organisations or individuals respect the confidentiality of IP; and
- comply with the University's Research Policy, Information Security Management Policy and Protection of Personal Information (Privacy) Policy when sharing or publishing IP.

3.3. The University commercialises intellectual property

The TTO will determine the most appropriate Commercialisation strategy for University IP considering:

- the nature and scope of the University's IP, its scientific and technical validity and its stage of development;
- the potential commercial application of the University's IP and its alignment with the University's primary functions and core competencies;
- related government policies and directives;
- the internal capacity of the University to implement and manage a proposed Commercialisation strategy;
- the expected viability of and return on the Commercialisation of the University's IP; and
- potential costs, risks, revenues and benefits of the Commercialisation of the University's IP.

In consultation with the IP Creator or Entrepreneur, the University may decide to exploit IP using a spin-off enterprise.

University Employees may not be involved in any private companies, close corporations or other third-party entities or enterprises that compete with the University or its enterprises in goods or services such as tuition, research or other primary functions. In addition, no persons, including Employees and students, who are involved in a spin-off enterprise or another enterprise in partnership with the University may compete with such enterprise or be involved in any third-party enterprise that competes with the University enterprise by providing similar goods or services without prior written authorisation from the University.

Employees must give the University their primary professional effort and loyalty and ensure that their interests in and obligations to third-party enterprises and commercial activities do not conflict with their obligations and commitment to the University.

Employees may not influence the creation, protection, enforcement or Commercialisation of IP in such a way as to promote personal gain or advantage or to assist third parties in doing so to the detriment of the University.

Employees must disclose any conflict or potential conflict to the TTO within five working days of the conflict arising for the TTO and such Employees to resolve such conflict or potential conflict.

3.4. The University distributes commercialisation income and benefits fairly

The University, IP creator(s), Entrepreneur(s) and other possible stakeholders will benefit from either:

- a proprietary interest, such as equity, member's interest or co-ownership in a spin-off enterprise created by the University for the Commercialisation of the IP that they created; or
- a right to a portion of the revenues that accrue to the University as a result of such Commercialisation, as provided for in the IPR Act, but not both.

In cases of proprietary interest, the University, IP creator(s), Entrepreneur(s) and other possible stakeholders will negotiate in good faith and agree on a division and apportionment of the interests.

In cases of a right to a portion of the revenues, the allocation formula for the apportionment will be as set out below.

The allocation formula below will not apply to agreements with Employees or students concluded before 2 August 2010 unless otherwise agreed to in writing.

In cases where an allocation formula has been stipulated in an agreement before the effective date of the IP Policy or has been applied in terms of a previous IP policy, the allocation formula will apply until the agreement or right to a portion expires.

Formula for the allocation of income derived from licensing intellectual property

The allocation formula conforms to the provisions of the IPR Act and the proportions stipulated in the University's previous benefit allocation policies. If more than one IP Creator is involved, the arrangements as stipulated in the agreement signed between the co-IP creators will apply as regards the pro rata Benefit Sharing between them, failing which equal undivided cocreatorship will be assumed.

The portion that is allocated to the University may be subdivided to include the relevant faculty(faculties) and further subdivided to include the relevant school(s), department(s) or institute(s) under the relevant faculty's policy.

If an IP Creator dies, their benefit will be paid to their estate and, upon winding up of the estate, to their lawful heir(s). The heirs of any IP Creator have the responsibility to promptly notify the University and the TTO of their rights in terms of such estate and any changes in contact or payment details.

If the IP Creator is a student or an Employee and they leave the University, the University will continue to pay the Creator the benefits that they are entitled to. However, the IP Creator must notify the University and the TTO promptly of any changes in contact or payment details.

When IP is commercialised, the benefits accruing to the University and potentially proportionately to an IP Creator can be monetary or nonmonetary. For example, a nonmonetary benefit might include products and equipment, free or reduced-rate services or proprietary interest in the relevant spin-off enterprise created for such Commercialisation.

The TTO will do its best to seek monetary or monetisable consideration for the Commercialisation of IP to enable reasonably accurate and representable division. Accordingly:

- Shareholding in a spin-off enterprise will typically be held by an entity mandated by the University for this purpose, in trust on behalf of any IP Creator who is not directly participating in the company. Dividends and proceeds from the disposal of shares in such enterprise will then be distributed according to the principles established and set out below for the sharing of monetary benefits.
- The TTO will consider and consult with the relevant IP creators when deciding on the timing and value of the disposal of shares in a spin-off enterprise.
- The TTO will negotiate the division of any nonmonetary or nonmonetisable benefits in favour of IP creators on a case-by-case basis.

All monetary and monetisable benefits such as revenue and dividends will be allocated as follows, unless otherwise agreed to in writing:

Component 1: Indirect expenses – University levy

Fifteen percent of the gross income will be allocated to the University for services rendered and to allow for indirect expenses that the University incurs, per the surcharge on third-stream income.

Component 2: Direct expenses

The parties who incurred the costs may recover all direct expenses relating to protection and Commercialisation (covering legal expenses, obtaining IP protection/registration and finding a licensing partner) and other expenses agreed upon in advance with the inventor. They may deduct the expenses incurred from the gross income on a pro-rata basis before the balance of the income is allocated.

After steps 1 and 2 are completed, the total income constitutes the nett income.

Components 1 and 2 represent the cost recovery component of the commercialisation of IP. They will apply in all cases and be prioritised as the first call on all revenues. Components 3 and 4 apply when nett revenues are associated with IP commercialisation. Strong guidance is derived from Section 10 of the IPR Act.

Component 3: Division of nett income

The division of this nett income is as follows:

- 35% is allocated to the IP creator(s) in their personal capacity; income that accrues to an IP Creator in terms of Step 3 is subject to personal income tax;
- 25% is allocated to the University research account of the IP creator(s) for use in their research;
- 10% is allocated to the faculty of the IP creator; and
- 30% is allocated to the University's IP Leverage Fund.

Funds allocated to the IP creator's University research account may typically be used to appoint research assistants, purchase capital equipment for research or participate in international conferences where the researcher presents their findings. The expenditure must lead to increased research and development outputs.

In some instances, IP may be further developed over time. This means that additional IP creators may need to be recognised. The TTO will consider the contributions of each IP Creator and adjust the Benefit-Sharing formula as needed. The recalculation may affect the percentage share of the original IP creators.

3.5. The University promotes access to intellectual property

Creative Commons

The University supports and promotes using Creative Commons licences to publish its material to benefit society.

Where the authors of copyright materials hold the copyright, they are free to distribute the materials under a Creative Commons licence. However, where the University holds the copyright, the author must obtain permission from the TTO before distributing the materials under such a licence.

Open-source software

Although the University owns the Software that its Employees or students create and related copyright, it supports and promotes creating and participating in creating Open-source Software.

The University may waive its claim to ownership or copyright of Open-source Software if Employees obtain the necessary permission from the TTO before creating or participating in creating the Software. Employees must timeously disclose their intention to create or participate in creating Open-source Software to the TTO in writing before they begin. This will enable the TTO to evaluate the written Disclosure and discuss it, within four weeks of being notified, with the intended author of the Open-source Software. The evaluation will include due consideration of the relevant open-source licence agreement, including the Creative Commons agreement if any, proper compliance with the requirements of the IPR Act, the IP Policy and this Regulation, and assessment whether there are alternative means of using or commercialising the envisaged Software. If an Employee fails to disclose such intention as required, the University reserves the right to lay claim to the copyright and ownership of such Software in future.

Open access to research data

Research Data underpinning theses, dissertations or other scholarly material should be deposited in an open access database unless there are ethical or legal reasons why the access to data should be embargoed or restricted. This means that:

- once researchers decide to publish their research findings, they must deposit their Research Data and accompanying metadata in an institutional Research Data management system, an accredited open data repository, or an accredited or trusted discipline-specific repository;
- researchers must ensure that all published Research Data is supported by accurate citation guidelines and a Digital Object Identifier (DOI) to ensure that the Research Data is unambiguously identifiable and that appropriate attribution and credit are given; and
- researchers must inform Library Services about which other data repositories they have published their Research Data and accompanying metadata to.

3.6. The University complies with legislation and its public law duties

The University complies with the HE Act and the IPR Act by:

- implementing procedures that ensure that IP is identified, evaluated for Commercialisation and protected;
- providing support, assistance and advice to IP Creators about protecting and commercialising IP and the fair division of income derived from that IP; and
- establishing the UP Technology Transfer Office (TTO) to make IP available through technology transfer and to protect the IP Rights of IP Creators, the University, funders and society.

4. Consequences of non-compliance

4.1. For the University

Noncompliance with this Regulation could:

- cause the University to lose valuable IP and overlook opportunities to commercialise IP for the University, IP Creators, funders and society;
- undermine the relationship between the University, IP Creators, funders and other collaborators; and
- result in noncompliance with legislation and contracts, which could cause financial loss and reputational harm to the University.

4.2. For intellectual property creators

IP Creators who fail to comply with the IP Policy and this Regulation could breach their contractual arrangements with the University and the provisions of the IPR Act. This may lead to the contract being voided or disciplinary action being taken against the IP Creator.

5. Definitions

For this Regulation, the concepts listed here have the following meanings:

Academic works	Academic works include presentations, assignments, test and examination answer sheets, dissertations, theses, sound recordings, video recordings, Software, databases, and designs and models created by students to evaluate their academic progress.
Benefit sharing	Benefit sharing is the specific right granted to IP creators and their heirs to receive (benefit from) a portion of the revenues (or other monetary or nonmonetary benefits) that accrue to the University from the IP that they have created for as long as revenues are derived from such IP or until the right expires (whichever is the longer), as provided for in the IPR Act.
Clinical trials	Clinical trials comprise Phase I, II, III and IV trials in testing new drugs, vaccines or treatments for human or animal use on human volunteers or animals to ensure safety and efficacy before they are introduced into the market. Phase I, II and III trials are generally accepted to comprise research and development (R&D). In contrast, Phase IV trials are generally accepted to continue the testing of drugs

	and treatments after they have been approved and manufactured, and these trials should only be treated as R&D if they bring about further scientific or technical advances, respectively, as provided for in the 2002 Frascati Manual of the Organisation for Economic Co-operation and Development (OECD).
Commercialisation	Commercialisation is the process by which any IP emanating from publicly financed research and development is or may be adapted or used for any purpose that may benefit society or commercial use on reasonable terms, and 'commercialise' will have a corresponding meaning.
Consultation Work	Consulting takes place when a staff member performs consulting work that makes their expertise available to a third party on commission. During consultation, expertise is normally applied creatively and problem solving may be required. This consultation also typically occurs without using the University's infrastructure or other staff or students. IP such as knowledge is usually not created during consultation but is merely applied.
Contract research	<p>Contract Research is commissioned and funded, in whole or in part, by an outside organisation, and Employees, students or the University's facilities or other resources are used.</p> <p>In contrast to consultation, knowledge is created during Contract Research. An outside organisation commissions Contract Research, and the University's infrastructure is usually used. Other University Employees or postgraduate students are usually also actively involved in Contract Research.</p>
Disclosure	Disclosure entails providing full details, in writing (on the prescribed form – Annexure A), of potential IP contemplated in terms of the IP Policy and this Regulation.
Discovery	<p>A Discovery is something that existed but was not found or known before. Therefore, it is neither an Invention nor an Innovation.</p> <p>Activities leading to Discovery include discovering, exposing, laying bare, showing, making known, revealing and disclosing.</p>

Employee	<p>Employee means an Employee as provided for in the Basic Conditions of Employment Act 75 of 1997, as amended (the BCEA), and the Labour Relations Act 66 of 1995, as amended (the LRA).</p> <p>This means that an employee is any person, excluding an independent contractor, who works for the University and who receives, or is entitled to receive:</p> <p>(a) remuneration; and</p> <p>(b) any other person who in any manner assists in carrying on or conducting the business of the University.</p> <p>Full-time, part-time, temporary and fixed-term Employees are also included in the definition in terms of the BCEA and the LRA.</p>
Entrepreneur	<p>Entrepreneur means an Employee or student with an idea who wants to use the University structures to start an enterprise for personal commercial gain.</p>
Full cost	<p>Full Cost means all direct and indirect costs of conducting a research project, as provided for in the IPR Act.</p>
Innovation	<p>Innovation means a new way of doing something, such as applying creative new ideas. It may comprise an incremental, a radical or a revolutionary change in thinking and relates to products, services, processes, businesses or organisations.</p> <p>A distinction is typically drawn between Invention, which is an idea made manifest, and Innovation, which is ideas applied successfully. The goal of Innovation is positive change to make someone or something better. Innovation leading to increased productivity is the fundamental source of increasing wealth in an economy.</p> <p>An Innovation is not a Discovery and is not necessarily an Invention.</p>
Intellectual property	<p>IP means any creation of the mind that can be protected by law from use by any other person, whether in terms of South African law or foreign IP law, and includes statutory Inventions, patent applications and registrations as defined in the Patents Act 57 of 1978, copyrighted works as defined in the Copyright Act 98 of 1978, plant breeders' rights as defined in the Plant Breeders' Rights Act 15 of 1976, designs, design applications and registrations as defined in</p>

	the Designs Act 195 of 1993, trademarks, trade mark applications and registrations as defined in the Trade Marks Act 194 of 1993, confidential or proprietary information, know-how and trade secrets.
Intellectual property creator	IP Creator means the person involved in the conception of IP and identifiable to obtain statutory protection and enforcement of IP Rights, where applicable, as defined in the IPR Act.
Intellectual property rights	These are any IP Rights in terms of statutory or common law in any jurisdiction including the rights of copyrighted works and registered designs, Inventions and trademarks and any other rights concerning IP as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization of July 1967.
Intellectual property transaction	IP Transaction means any agreement regarding IP emanating from publicly financed research and development. It includes licensing, assignment and any arrangement in which the IPR governed by the IPR Act are transferred to a third party, as defined in the act.
Institution	Institution means a higher education institution, such as the University, as defined or provided for in terms of the Higher Education Act 101 of 1997, as amended.
Invention	<p>An Invention means a patentable Invention in terms of the Patents Act 57 of 1978, as amended, and is, therefore, new, inventive, capable of being used or applied in trade or industry or agriculture and not one of the specific exclusions as provided for in the Act, regardless of whether or not it has been patented or forms the subject matter of a patent application.</p> <p>An Invention can relate to a material, composition, process, product or equipment.</p> <p>An Invention might be an Innovation but is not a Discovery.</p>
Open-source software	<p>Open-source Software means Software for which the source code is available to the public for free, for use or modification and improvement; hence, it is termed 'open'.</p> <p>Open-source Software is typically created as a collaborative effort in which programmers consistently and systematically improve upon the Software.</p>

Outside work	<p>Outside Work means work by an Employee for their own interest outside the course and scope of their employment at the University where the University's infrastructure is not being used.</p> <p>Outside Work takes place with the permission of the University.</p> <p>Unlike Consultation Work, an Employee might create IP such as knowledge during Outside Work. This IP will not belong to the University.</p>
Principal investigator	<p>The Principal Investigator is the person in control of a clinical trial being conducted in South Africa and is a South African resident.</p>
Research data	<p>Research Data is any information that has been collected, observed, generated or created to validate original research findings. Although usually digital, Research Data also includes nondigital formats such as laboratory notebooks and diaries.</p>
Serendipitous knowledge	<p>Serendipitous Knowledge means knowledge (including an Innovation, Invention or Discovery) that was gained during an activity such as research and development and that could not reasonably have been foreseen by the party gaining the knowledge (creating the Innovation or Invention or making the Discovery).</p>
Software	<p>Software means computer programs and programming codes, algorithms, source code, object code and executable code, as well as developments, variations, modifications, enhancements, upgrades, updates, adaptations, customisations, improvements and components thereof in machine-readable format.</p> <p>Software might also include the documentation in human-readable format created during any development, maintenance, variation, modification, enhancement, upgrade, update, adaptation, customisation or improvement of such Software or component.</p>

6. Roles and responsibilities

<p>The Technology Transfer Office</p>	<p>The University has established an office of technology transfer under the IPR Act, the UP Technology Transfer Office (TTO). The office is mandated by the University, the IPR Act and the National Intellectual Management Office (NIPMO) to make the results of research and Innovation available to the community through technology transfer and to protect the rightful interests of the Employees, contract workers, visitors, students, research and development associates, the University and its partners in respect of IP in particular.</p> <p>The TTO must:</p> <ul style="list-style-type: none"> • develop and implement policies on behalf of the Institution or region for disclosure, identification, protection, development, Commercialisation and Benefit-Sharing arrangements; • receive Disclosures of potential IP emanating from publicly financed research and development; • analyse the Disclosures for any commercial potential, the likely success of such Commercialisation, the existence and form of the IP Rights, the stage of development thereof and the appropriate form for protecting those rights; • attend to all aspects of statutory protection of the IP; • refer Disclosures to NIPMO on behalf of an Institution; • attend to all aspects of IP Transactions and the Commercialisation of the IP; • evaluate the scope of statutory protection of the IP in all geographic territories subject to the Commercialisation potential of the IP; and • liaise with NIPMO as provided for in the IPR Act.
<p>Intellectual property creators</p>	<p>These are Employees, contract workers, visiting lecturers, students (including undergraduate and postgraduate students) or research and development associates who create IP.</p> <p>IP Creators must respect the University's IP Rights.</p>

7. Associated documents

Intellectual Property Policy

Research Policy

Guideline on Research Contracts

Policy on Electronic Theses and Dissertations

Outside Work Policy

8. Document metadata

Document number:	<i>S 5145/22</i>
Document version:	<i>S 5145/22 is the first approved version</i>
Document approval authority:	Senate
Document approval date:	<i>6 October 2022</i>
Document owner:	Director: Department of Research and Innovation Support
Next review date:	<i>6 October 2026</i>
Visibility: Display on staff intranet Display on student intranet Display on public web	✓

UNIVERSITY OF PRETORIA
Department of Research and Innovation

INVENTION DISCLOSURE FORM

Please complete this form **ELECTRONICALLY** and return it to the University of Pretoria Technology Transfer Office

A. Description

Inventions and Intellectual Property (IP) creation include new processes, Software, methods of doing something, products, apparatus, compositions of matter, living organisms and improvements to (or new uses for) things that already exist. If there is any doubt that legal protection may be available for a particular Discovery or research result, please seek direction from the Innovation Promotion Office.

Full names:

Staff or student number:

A. Summary of the Invention (novelty and nonobviousness).

1. What is the crux or gist of the Invention?
2. What is the unique or novel aspect of the Invention compared to current technologies or products?

B. The potential monetary value of the invention.

1. Provide a best-guess cost analysis of producing a product based on the invention.
2. How much do similar products cost? (Have you thought about raw material, manufacturing, distribution and registration costs?)
3. What is the estimated selling price?

C. Market size.

1. How big is the South African market in rand?
2. How big is the world market?
3. How did you determine this?

D. Who needs the invention?

1. Who needs the invention most, and why?
2. Whom can UP sell it to (be specific)?
3. Specify the top five companies with similar products.
4. Who is the market leader?

E. To what extent has the invention been developed? Tick the appropriate option.

Research	
Idea and hypothesis	
Scientific experimentation	
Partial scientific proof of the hypothesis	
Full scientific proof of principle	
Applied research	
Product identified	
Research laboratory prototype	
Scaled-up prototype	
Proof of working prototype	
Development	
Industrial prototype	
Redesign and engineering	
Cost-benefit analysis proven	
Trials and registrations	
Proof of viable new product	
Final product	
Raw materials specifications	
Design specifications	
Manufacturing data pack	
Quality specifications	
After-sales data pack	

F. Describe the work that is still required to 'prove' the Invention.

1. What still needs to be done to prove the Invention?
2. Provide a plan of work with dates and costs.

G. What research or development must be done to translate the Invention into a product?

1. What still needs to be done to translate the Invention into a product?
2. Are you planning to do this?

H. Which industrial development partner have you identified to help with development? Alternatively, have you identified an Entrepreneur to develop the Invention into a product?

I. Steps after patenting.

1. What are the next five steps (after patenting), in your opinion?
2. Who should do this?

B. Publications, public use and sale

Please answer the following questions accurately. We will use this information to help protect your Discovery.

A. Has the Invention been disclosed in an abstract, paper, talk, informal discussion, news story or thesis? If yes, indicate the type of disclosure made and the date. (Provide a copy, if available.)

B. Is a publication or other disclosure planned in the next six months? If yes, indicate the type of disclosure and date to be disclosed. (Provide copies, if available.)

C. Has there been any public use or sale of products embodying the Invention, including any test or experimental uses in public? If yes, describe, giving dates.

D. Are you aware of related developments by others? If yes, please provide citations and copies.

E. Have you performed any patent searches of your own? If so, please provide citations.

C. Sponsorship

Complete this section if the research that led to the Invention was sponsored. If sponsorship funds were involved in any direct or indirect way in the Invention (e.g. if the equipment used was purchased with sponsored funds, graduate student support was used or materials/supplies etc. were paid for by a sponsor), please indicate the extent and manner of the support.

A. Name(s) of sponsor(s). (Please include grant or contract number if applicable.)
B. Please describe the nature of the contribution by the sponsor(s) leading to the Invention disclosed in this form.
C. Has this Invention already been disclosed to any sponsor(s)? If yes, please provide details, including the name(s) of the sponsor(s) and their representatives, and the dates of such disclosures.
D. Please describe briefly any other sponsorship support that you receive in general for your research.
E. Are there other people who may believe that they have supported your research in general? If yes, please briefly describe the circumstances related to such a belief.

D. Creators

Please list each person who contributed to the creative or inventive aspects of the Invention disclosed in this form (this MUST be provable with laboratory notebooks or other documentary evidence). Please add extra pages as may be necessary. If there is any doubt as to who may be a person who contributed as a Creator or inventor, please seek direction from the Research and Innovation Office.

Creator's full name	UP Department	Home address	Citizenship

According to UP policy, creators receive 30% of all income derived by the University from the Invention. This is negotiable and subject to terms and conditions. If there is more than

one Creator of the Invention, please indicate in the following table how the creators' share of any revenues will be divided.

Creator's full name	% share
Total:	100%

All creators of IP must agree unanimously to any Commercialisation of the IP.

Do all the creators agree unanimously to Commercialisation? Yes/No

E. Participants

In addition to any person listed as a creator, please list all participants (including undergraduate students, graduate students, postdoctoral fellows, research associates and technicians) who are or have been involved in the research that resulted in this Invention. Please add extra lines as may be necessary.

Participant's full name	Status (undergraduate, technician, etc.)	Current address	Cell phone number	E-mail address

F. Declaration by creators

(Each Creator must sign this declaration.)

Each of the undersigned is a person who has participated in the completion of this form. Each of us further declares to the University of Pretoria the following:

I have disclosed all facts related to the Invention or creation of the IP described in this form (the subject IP);

I agree to share the creator's share of any nett revenues that may arise from the subject IP in the proportions outlined in this form;

Unless otherwise indicated in this form, I agree to the Commercialisation of the subject IP under the Intellectual Property Policy of the University of Pretoria;

I will assist the Innovation Promotion Office in the Commercialisation of the subject IP, including obtaining any appropriate legal protection;

I agree that in the event of a reduction in my historic participation in the project or unwillingness to support the Innovation Promotion Office in the Commercialisation or further development of the IP, the University will have the right (after reasonable notice) to reduce my share of income pro rata, taking into account but not limited to future contributions to the project;

I will, as may be reasonably requested, sign any forms and assignments; and

As may be reasonably requested and within the limits set out in the Intellectual Property Policy, I will limit any publications or other disclosures related to the subject IP to allow proper Commercialisation to take place.

Creator's full name	Creator's signature	Date

Please complete this form electronically and return it to the UP TTO. A printed version containing the signatures should be sent by internal mail to the Department: Research and Innovation Support, Marketing Building.