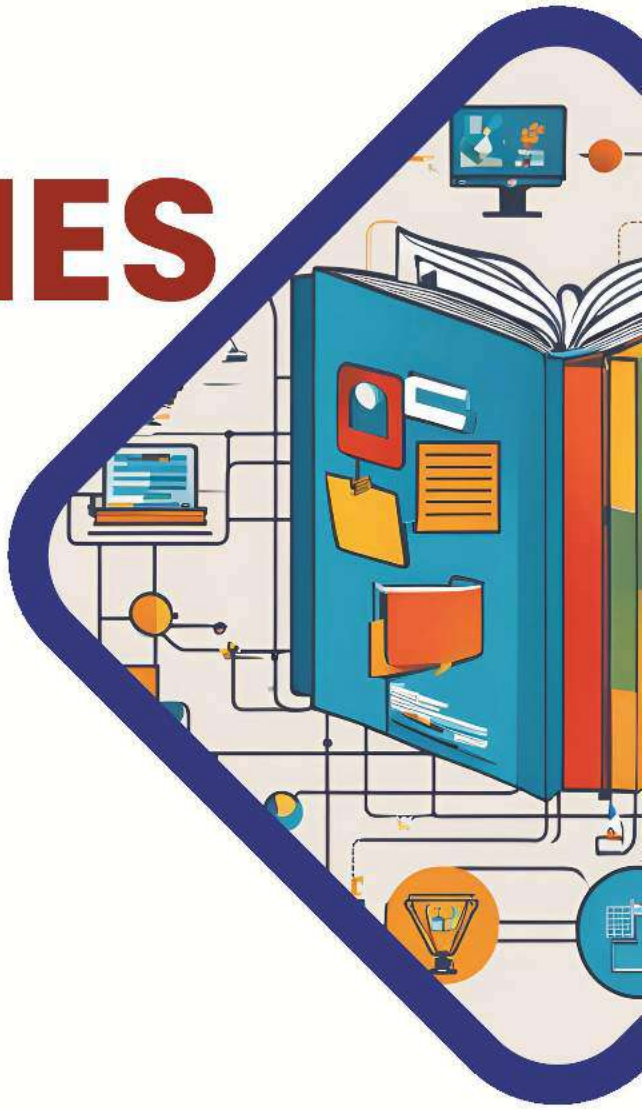
MINISTRY OF ICT AND NATIONAL GUIDANCE

UGANDA ICT IP GUIDELINES



Guidelines for Managing Intellectual Property Rights of Locally Developed IT Systems, Applications, and Innovations

Version 1 - January 2025

FOREWORD

The development of Uganda's ICT sector is a cornerstone of our national development strategy, as articulated in the Digital Transformation Roadmap, Vision 2040, and National Development Plan III. A key element of this strategy is harnessing the ingenuity of our local innovators to create and deploy cutting-edge ICT solutions. To truly unlock the transformative potential of this sector, we must provide a robust framework for protecting and leveraging the intellectual property (IP) that drives innovation. These guidelines for managing IP rights of locally developed IT systems, applications, and innovations mark a significant advancement. They are the first of their kind in Uganda, offering a clear framework for protecting and leveraging the IP generated within our dynamic ICT ecosystem.

This document is a collaborative effort that includes key stakeholders from government, academia, and the private sector. Its goal is to foster a thriving innovation ecosystem by establishing a clear and predictable framework for IP rights. We encourage innovation, creativity, and investment within the ICT sector.

These guidelines are designed to protect the valuable IP by Ugandan innovators, ensuring that they receive appropriate recognition and rewards for their contributions. By promoting the commercialization and wider adoption of locally developed ICT solutions, we can stimulate economic growth, create jobs, and improve the lives of Ugandans.

Furthermore, these guidelines will help the Government effectively utilize and leverage the IP created from its investments in ICT research and development. By following these principles, we can enhance the competitiveness of the ICT sector, unlock the full potential of Ugandan innovation, and build a truly knowledge-based economy.

I encourage all stakeholders, including innovators, entrepreneurs, government officials, and researchers, to familiarize themselves with these guidelines and seize the opportunities they offer.

Dr. Aminah Zawedde
Permanent Secretary

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ABBREVIATIONS

ACFTA	African Continental Free Trade Area
AGTI	AYDIA Gender and Technology Initiative
ARIPO	African Regional Intellectual Property Organization
EAC	East African Community
FITSPA	The Financial Technologies Services Providers' Association
FOSS	Free and Open Source Software
FRAND	Fair, Reasonable, and Non-discriminatory
ICT	Information and Communications Technology
IP	Intellectual Property
IPR	Intellectual Property Rights
ILA	Innovent Labs Africa
MoICT&NG	Ministry of ICT and National Guidance
MOJCA	Ministry of Justice and Constitutional Affairs
MTIC	Ministry of Trade, Industries and Cooperatives
NITA-U	National Information Technology Authority
NIISP	National ICT Initiatives Support Program
OECD	Organisation for Economic Co-operation and Development

PPDA	Public Procurement and Disposal of Public Assets Authority
PSFU	Private Sector Foundation Uganda
SDGs	Sustainable Development Goals
TRIPS	Agreement on Trade-Related Aspects of Intellectual Property Rights
UCC	Uganda Communications Commission
UIA	Uganda Investment Authority
UIRI	Uganda Industrial Research Institute
URA	Uganda Revenue Authority
URSB	Uganda Registration Services Bureau
ULS	Uganda Law Society
UNCST	Uganda National Council of Science and Technology
UPRS	Uganda Performing Right Society
WIPO	World Intellectual Property Organization

GLOSSARY

For purposes of general comprehension of the guidelines, common terminologies have been defined.

Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS) (1994): This agreement is part of the World Trade Organization (WTO) agreements and sets minimum standards for the protection and enforcement of IP rights.

Berne Convention for the Protection of Literary and Artistic Works (1886): This convention protects the rights of authors and other creators of literary and artistic works, such as books, music, paintings, and films.

Commercialisation: The process of introducing a new product or service into the general market principally for financial gain.

Confidentiality: This protects any trade secrets or confidential information shared during the licensing process.

Contractors: the business Entity that will do business with Suppliers that may include IP license rights that can include but not limited to MoICT&NG.

Copyright: Protects original literary, artistic, musical or artistic works, giving the owner the exclusive legal right to control the use and distribution of their creations. Copyrights can be used exclusively to protect creative designs, text, images and graphics that may be essential to the software system. For instance, the source code written by a developer can be protected as a literary work under the Copyright and Neighboring Rights Act 2006 to prevent people from copying that source code without permission from the creator.[1] Copyright is automatically obtained by creating the original work — unlike patents; there's no need to go through an application process.

Data: This means information collected, processed or stored to file a system or form part of a filing system.

Data Collector: This shall mean an individual acting for themselves or on behalf of a legal entity to collect any form of data.

Data Controller: This means a person who, individually or jointly with other persons or in familiarity with other persons or as a statutory duty, determines the purpose for and the way personal data is collected or to be collected, processed or is to be processed. This definition does not alter the definition of a data controller as defined under the Data Protection and Privacy Act 2019.

[1] Copyright and Neighbouring Rights Act, Act 19 of 2006

Data Processor: In relation to personal data, it means a person other than an employee of the data controller who processes or accesses the data on behalf of the data controller.

Deed of Assignment: A deed of assignment is a duly registered legal document that transfers legal rights and benefits in the IP that can be used when a party to an agreement wishes to assign its rights and benefits under that agreement to another person. No payments are required for a deed of assignment, and duration is usually indicated to indicate the time frame for ownership of rights.

Dispute Resolution: This outlines the process for resolving disagreements arising from the license agreement.

Exclusivity: This determines who can use the IP. An exclusive license grants the licensee the sole right to use the IP. In contrast, a non-exclusive license allows the licensor (owner) to use it themselves and potentially license it to others.

FRAND: Fair, Reasonable, and Non-discriminatory is key for licensing IP crucial to a technical standard. It ensures fair terms for both parties: reasonable fees, no unfair conditions, and similar treatment for all licensees.

ICT: Information and Communications Technology (ICT) is the convergence of computing, telecommunication and governance tools and policies for how information should be accessed, secured, processed, transmitted and stored.

Industrial Design: Protects a product's ornamental or aesthetic aspects, influencing its visual appeal. This may consist of three-dimensional features like the shape or surface of an article or features such as patterns, lines and colours.

Innovation: The Organisation for Economic Cooperation and Development (OECD) defines innovation as implementing a new or significantly improved product (good or service), process, a new marketing method, or a new organisational method in business practices, workplace organisation or external relations.[2] Innovation involves the application of information, imagination, and initiative to derive more excellent or differentiated value from resources. It includes all processes for generating and translating new ideas into valuable products.

Innovation Management: This refers to the systematic process of creating, developing, and implementing new ideas, products, services, or processes that add value to an entity. It involves everything from generating creative ideas to bringing them to market and ensuring their success.

[2] https://www.oecd.org/berlin/44120491.pdf

Intellectual Property: This legal concept refers to creations of the mind for which exclusive rights are recognised. These rights are conferred to various intangible assets, such as musical, literary and artistic works; discoveries and inventions; words, phrases, symbols, and designs.

An Invention Disclosure: This is a formal record, typically a document, that thoroughly describes an invention. It's a crucial step in the process of protecting intellectual property (IP). (See Annex A)

Intellectual Property Management: Identifying, protecting, and leveraging an entity's intellectual property (IP) assets. Effective IP management helps entities maintain a competitive advantage and maximise the return on their innovative ideas.

Intellectual Property Rights: Refers to the assignment of monopoly rights on using intellectual content for a specified period through patents, copyrights, trademarks, industrial designs, geographic indicators, utility models and trade secrets.

Intellectual Property Policy: a set of measures formulated and implemented by government/institution/organisation to encourage and facilitate effective creation, development and management of IP assets. It defines approaches towards developing the infrastructure and capacities necessary for enabling inventors and creative industries to protect, develop and exploit their inventions and innovations.

Kampala Protocol: This is a recent agreement (2021) within the African Regional Intellectual Property Organization (ARIPO) that focuses on voluntary copyright and related rights registration. It aims to create a regional database and streamline enforcement for creators in member states.

License: The copyright owner may license another person to use the economic rights in a copyright.

Minimum Use Requirements: In some cases, the licensor may require the licensee to use the IP to a certain extent to maintain the license.

National Intellectual Property Office: The office responsible for administering and enforcing IP rights in the country, including granting patents, trademarks, and copyrights; maintaining national IP registers; providing information and guidance on IP matters; and adjudicating IP disputes. The Uganda Registration Services Bureau (URSB) is Uganda's national intellectual property (IP) office.

Open Innovation: An innovation can be the product of open-source production if the following holds: Actors in the innovation process voluntarily disclose the knowledge (technical or not) they produce and engage in collaborations to enrich the open knowledge base (i.e. knowledge disclosure is continuous and is not the work of one single individual at a single point in time). Therefore, an innovation which emerges from the use of open-source software will qualify as an innovation if it meets this criterion and the categories listed above.

Open-Source software: Open source refers to a production process that relies on the free exchange of knowledge and information among producers as a basis for the joint development or improvement of a product. Open-source software[3] often uses licenses to forbid the closing of the source code. It stipulates that everyone can use, modify, copy, and even distribute the software because the same system protects against any change.

Patent: This means an IP right from a government authority or license conferring a right or title for a set period, especially the sole right to exclude others from making, using, or selling an invention. In Uganda, a patent can only be granted for a novel invention with an inventive step, and it must be industrially applicable.

Patent Cooperation Treaty (PCT) (1970): This treaty simplifies the filing process for patent applications in multiple countries.

Paris Convention for the Protection of Industrial Property (1900): This convention establishes minimum standards for protecting patents, trademarks, industrial designs, and other forms of industrial property.

Personal Data: This means information about a person from which the person can be identified that is recorded in any form and includes data that relates to the nationality, age or marital status of the person, the education level, symbol or other particulars assigned to a person, identify data or other information.

Protection: This means a legal or formal measure intended to preserve civil liberties and rights.

Quality Control Provisions: The licensor may set standards for how the licensee uses the IP to ensure it meets quality expectations and doesn't damage the reputation of the IP.

Royalties and Fees: This specifies the compensation the licensor receives for using their IP. Royalties can be based on a percentage of sales, a fixed fee, or a combination of both.

[3] Industrial Property Act 2014

Scope of Use: This defines what the IP can be used for. The license agreement will specify the specific products, services, or territories where the licensee can utilise the IP.

Software: A set of instructions, data or programs used to operate computers and execute specific tasks. Systems are a class of software that provide services to other software, whereas applications are a class of software primarily designed to be used by people. In some sections of this document, the terms systems, applications and software will be used interchangeably.

Software development contracts: Refer to legally enforceable agreements that govern the provision of software development services. Such a contract binds a software developer and a client to fulfil certain obligations within a specified time frame.

Source Code: Source code is the fundamental component of a computer program or system that can be altered for customisation purposes. There are several programs, such as JavaScript, PHP, and Python, in which source code can be written. Beyond providing the foundation for software creation, source code has other vital purposes, i.e., skilled personnel who have access to source code can easily customise software installations, and other developers can use source code to create similar programs for different needs in government. Access to source code also allows other programmers to contribute to their community by sharing code for learning purposes or recycling portions of it for other applications. There are two main types of source code- "proprietary" and "open source".

Service Provider: A service provider is an individual or organisation that provides services to another party. This can include consulting, legal, software development, IT services, and more.

Supplier: A supplier is a person or organisation that provides goods or services to another party, typically a business or individual.

Term and Termination: This outlines the duration of the license and the conditions under which either party can terminate it.

Trademark: An IP right about a symbol, word, or words legally registered or established by use as representing a company or product. Synonyms for trademark include logo, brand, emblem, sign, mark, stamp, symbol, badge, crest, monogram, and colophon.

Trade Secret: Means a formula, practice, process, design, instrument, pattern, or compilation of information which is not generally known or reasonably ascertainable by which a business can obtain an economic advantage over competitors or customers.

Types of innovation: Scholars have advanced three significant categories of innovation, namely product, process, and business model innovation. Product innovation takes three different forms: 1) The development of a new product, 2) An improvement of the performance of an existing product, and 3) A new feature to an existing product. Process innovation includes changes in the equipment and technology used in manufacturing, improvements in tooling and techniques, improvements in software used in product design, development, and supply chain and delivery systems. Business Model Innovation focuses on changes in how products get to the market. This includes penetration of new markets, new supply sources or distribution methods, and new industries.

Uganda Registration Services Bureau: The Uganda Registration Services Bureau (URSB) is a semi-autonomous government agency responsible for civil registrations, business registrations, registration of intellectual property rights, and any other registrations required by law.

Utility Model: An IP right that covers minor and incremental innovations. It is similar to a patent but with a shorter term and less stringent requirements. In particular, applicants seeking protection of their invention as a utility model do not need to prove that the invention contains an inventive step. Therefore, if the newly created software offers a new technical solution to an existing problem, it may be granted protection as a utility model.

World Intellectual Property Organization (WIPO) Copyright Treaty (1996): This treaty updates the Berne Convention to address the challenges of the digital age.

1.0 INTRODUCTION

1.1 Background

Uganda's ICT sector, spearheaded by private enterprise, has blossomed into a hub for innovation – a critical ingredient for achieving the ambitious goals enshrined within Vision 2040 and the current National Development Plan III (NDP). Both national plans necessitate a robust technology-driven economy, and a thriving domestic ICT sector is the backbone for such an endeavour. Previously, however, limited government support for homegrown applications and innovations, coupled with a heavy reliance on imported ICT solutions, resulted in the underutilisation of Uganda's skilled ICT workforce. This talented pool of innovators and developers was relegated to supporting foreign technologies, hindering the growth of a genuinely domestic knowledge-based industry.

The Ministry of Information, Communications Technology and National Guidance (MOICT&NG) is rectifying this imbalance. Through initiatives like the National ICT Initiatives Support Program (NIISP), the government strategically promotes the development and widespread adoption of Ugandan-made ICT solutions. NIISP fosters a systematic and sustainable environment that cultivates, promotes, and incentivises the utilisation of Ugandan-born ICT advancements. This empowers citizens by providing them with locally relevant technological solutions and fuels economic growth across various sectors. A vibrant domestic ICT industry can revolutionise agriculture by offering tools for precision farming and e-commerce platforms for rural communities. It can transform healthcare delivery through telemedicine and digital health information systems. The ripple effects are far-reaching, fostering financial inclusion through mobile money solutions and enhancing government service delivery through e-governance initiatives.

Prioritising and nurturing the ICT innovation ecosystem aligns seamlessly with Uganda's national and regional development aspirations. Vision 2040 envisions a knowledge-based economy, while NDPIII identifies ICT as a critical driver for industrialisation. The focus on ICT transcends national borders. The Sustainable Development Goals (SDGs) emphasise fostering innovation for inclusive and sustainable growth. A thriving Ugandan ICT sector can significantly contribute by developing solutions addressing local and regional challenges. Furthermore, the East African Community's (EAC) Vision 2050 underscores building a digitally integrated region, and the African Continental Free Trade Area (ACFTA) presents a lucrative opportunity for Ugandan ICT solutions to access a market of over 1.3 billion people. The African Union's Agenda 2063 positions science, technology, and innovation as cornerstones for Africa's transformation. By prioritising and nurturing its ICT innovation ecosystem, Uganda can not only achieve its own development

goals but also emerge as a prominent player within these broader initiatives, attracting significant partnerships and investments in the process. Recognising the critical role of Intellectual Property Rights (IPR) in fostering innovation, the Ugandan government implemented the National Intellectual Property Policy in 2019. This policy supplemented by the Intellectual Property Management Toolkit 2024 actively promote innovation and creativity, all essential for a thriving ICT sector that relies heavily on intellectual property as a primary asset. A robust IPR framework safeguards the ideas and inventions of Ugandan innovators, incentivising them to bring their solutions to market and contribute to the nation's economic prosperity.

1.2 Intellectual Property Rights

Intellectual property (IP) refers to the set of legal and ethical rights that protect the results of creative efforts, including literary, artistic, and scientific works, performances, broadcasts, inventions, scientific discoveries, trademarks, and designs. IP laws create a financial incentive for developing and investing in IP. They can also protect the moral rights of those who generate copyrighted works.[4]

Therefore, these guidelines also protect the equitable rights of individuals or entities where the innovator or inventor is deceased or incapacitated to enforce their rights. The legal administrator of the estate of the innovator or inventor may exercise the rights in the best interests of the beneficiaries.

The government of Uganda ensures that all Intellectual Property rights are protected and enforced through several legislations. There is a deliberate intention by the government to promote and protect Intellectual Property in Uganda because ICT development is viewed as a large economy that can facilitate economic development and improve the quality of life for youths and innovators.

The following laws are aimed at the promotion and protection of Intellectual Property rights:

1. The Trademarks Act, Act 17 of 2010
2. The Copyrights and Neighboring Rights Act 2006
3. The Trade Secrets Protection Act 2009
4. The Industrial Property Act 2014
5. Plant Variety Protection Act 2014
6. Geographical Indications Act 2013

Uganda demonstrates a solid commitment to international intellectual property (IP) rights by being a member of key organisations like the World Intellectual Property Organization (WIPO) and the African Regional Intellectual Property Organization (ARIPO). This membership allows Uganda to collaborate with other countries to develop and enforce IP frameworks, fostering innovation and creativity.

[4] Intellectual Property Guidelines for the Victorian Public Sector, Version 1

WIPO, for instance, provides a global forum for discussing and shaping IP policies, while ARIPO offers a regional platform for streamlining IP registration processes within Africa. Through these organisations, Uganda gains access to valuable resources and expertise to strengthen its national IP regime, benefiting its domestic businesses and inventors.

1.3 Intellectual Property Framework Related to the ICT Sector

Uganda has established a robust legal framework for protecting intellectual property (IP), promoting a thriving environment for innovation and creativity. The Copyright and Neighbouring Rights Act 2006 serves as the foundation, providing a comprehensive framework for copyright protection. This is further strengthened by the Trademark Act 2010, which offers well-defined legal safeguards for trademarks, essential for brand recognition and enforcement. The Trade Secrets Protection Act 2009 empowers businesses to shield confidential information, such as unique formulas or production techniques. For those seeking patent protection for inventions, utility models, or industrial designs, the Industrial Property Act 2014 provides a clear legal pathway. Uganda's commitment to IP extends beyond individual statutes. The National Intellectual Property Policy, approved by the cabinet in 2019, underscores the nation's recognition of IP as a critical driver of socioeconomic development. This multi-layered legal system fosters an environment where creators, businesses, and innovators can confidently bring their ideas to fruition.

Some forms of IP require registration for intellectual property rights to be created and owned; others do not. For example, a patent requires registration, while a copyright and related works may not require registration but could be essential as part of the enforcement strategy.

Several common forms of IP deal closely with individuals and firms in the ICT sector. Table 1 below summarises the features of each form.

Table 1. Common Forms of IP in the ICT Sector

Form	Scope of Protection	Formal Registration	Term of Protection
Copyright	Works include written documents and books, broadcasts, music, paintings, sculptures, computer programs, databases, etc.	It is not required, but you are encouraged to register as it provides proof of authorship.	Varies, 50 years for computer programs

Form	Scope of Protection	Formal Registration	Term of Protection
Trademarks	Word, name, number, aspect of packaging, etc., are used to distinguish the goods or services of a trader.	Required	Valid for seven years from the application's filing date and may be renewed and valid for another ten.
Patents	Device, substance, method or process that is new, inventive, and industrially applicable.	Required	Twenty years (standard patent). An annual Maintenance fee is required to keep it in force.
Utility Model	New technical solution, incremental improvement to a product or process	Required	10 years
Trade Secrets	Technical information, i.e. Formulas, Manufacturing processes, Software algorithms; Business information, i.e. Customer lists, Marketing strategies, Supplier pricing, Business plans, Negotiation tactics, etc.	Not required	Not applicable
Industrial Designs	Three-dimensional features, such as the shape or surface of an article, or two-dimensional features, such as patterns, lines, or colour.	Required	5 years (renewable for two consecutive 5-year terms)

Copyright protection applies to literary works, including written documents, books, broadcasts, music, paintings, sculptures, computer programs, databases, etc. Copyright protection for individuals generally is for **their lifetime** and **50 years after their death**, while corporations/companies have it for **50 years after the first publication**. Anonymous works and computer programs also have protection for **50 years after they become available to the public**.[5]

[5] Article 13. Duration of Copyright Protection of the Copyright and Neighboring Rights Act, 2006

Although it is not mandatory to register a copyright, it is advised for the owner of a copyright or neighbouring right to apply to utilise and safeguard original content such as brochures, websites, social media content, drawings, video games, videos, databases, and software, especially crucial for the ICT industry. As copyright is a territorial right that serves as proof of authorship and aids in preventing future infringements, it is recommended that creative works be registered at the National IP Office. To obtain copyright protection in other countries, you must register it in the respective region of interest.

A trademark is a distinctive sign that identifies certain goods or services produced or provided by an individual or a company from those of other enterprises. A trademark registration grants the owner exclusive rights to use the registered mark on the goods or services it is registered with validity for **seven years** from application filing. It can be renewed indefinitely for **ten years** with a prescribed renewal fee in Uganda. The owner can sue for infringement if someone uses the same or similar mark. Registration allows businesses to differentiate themselves from competitors and prevents others from exploiting an enterprise's marketing efforts and goodwill. Similar to the copyright, trademark protection is territorially granted, so it's crucial to apply for registration of distinctive signs on a country-by-country basis before commercialising the products and services.

A utility model is a government-granted exclusive right for a new product or process offering a new technical solution to a problem. It protects for **ten years**, making it easy and fast to register. This system allows the holder to exclude others from exploiting the protected innovation, making it particularly relevant for SMEs, as it safeguards incremental improvements to products and processes. Utility Models are suitable for protecting extra functionality features in ICT products with short life cycles.

A patent is an exclusive government right granted for an invention, ranging from simple to sophisticated items. It protects a novel, inventive, and industrially applicable invention for **twenty years**, with annual maintenance fees required for the patent to remain in force in Uganda. Patents are territorial rights; therefore, it is necessary to apply for registration on a country-by-country basis.

A Trade Secret is confidential information a business uses to gain an economic advantage over competitors or customers. Trade Secrets are a helpful protection mechanism for non-patentable inventions (i.e., do not meet the minimum requirements of the patent or do not qualify for protection), such as prototypes, manufacturing processes, software source code, or algorithms.[6]

Industrial design refers to the aesthetic aspect of a product, encompassing three-dimensional features like shape or surface or two-dimensional features like

[6] European Union. Factsheet IP in ICT Sector, 2019

patterns or colours. It is the appearance that makes a product appealing to consumers. Industrial designs are applied to various products, including electronic devices, packaging, containers, household goods, lighting equipment, jewellery, textiles, and graphic symbols. Industrial design rights are granted for **five years,** renewable for **two more consecutive five-year** terms. However, industrial design protection does not protect the product's technical features.

2.0 ICT INTELLECTUAL PROPERTY GUIDELINES

This document provides guidelines on how the Government of Uganda, through the Ministry of ICT and National Guidance, will manage Intellectual Property Rights for all Inventions and innovations in the ICT space. The strategic objectives of these guidelines, therefore, are to strengthen the legal protection of innovations to encourage further commitment of funds; provide more incentive to the innovators to be able to benefit from the result of their innovations; and safeguard the interests of the Government while ensuring proper use of public funds.

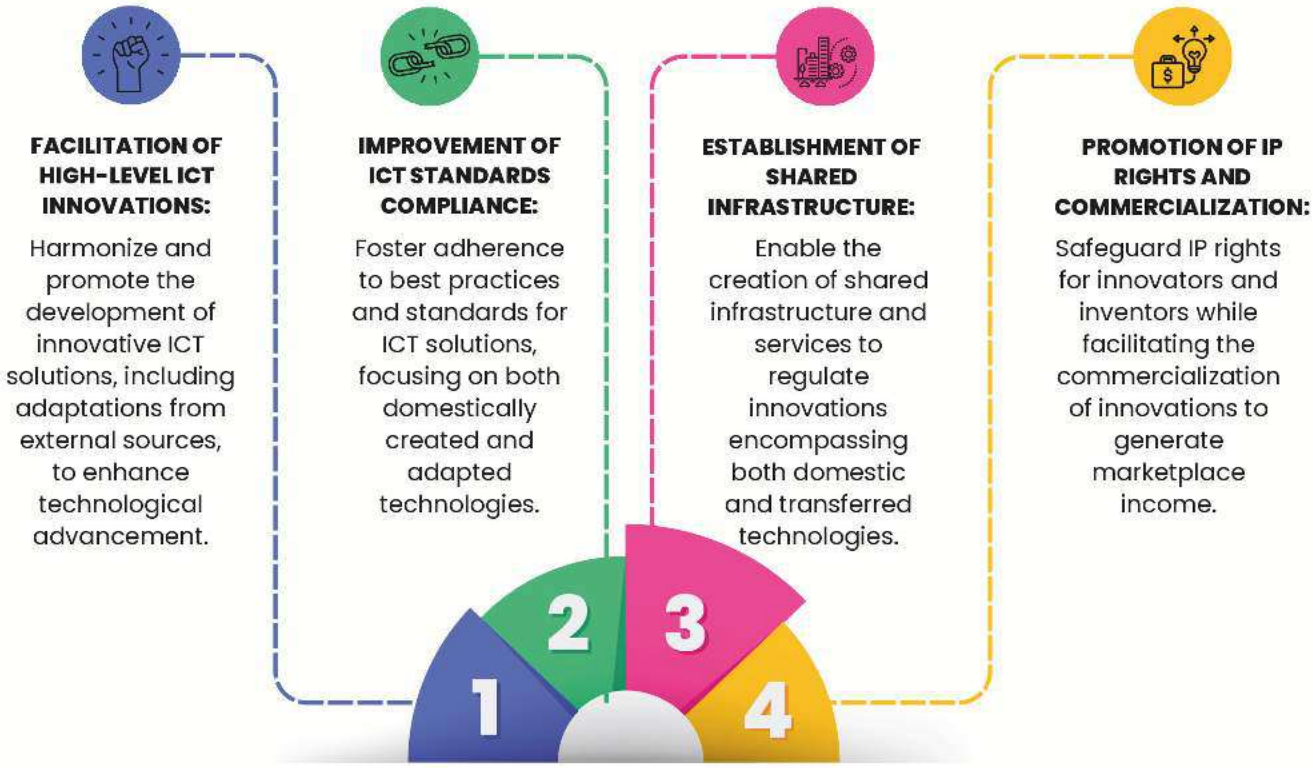


Figure 1: Objectives of the ICT Intellectual Property Guidelines

These guidelines set out MoICT&NG's approach to managing, owning, and commercialising intellectual property rights (IPR) in contracts between Contractors and suppliers. Any unique product innovations, including software or new emerging hardware developed under the support of the Contractors' funds like microchips, radioactive technologies, Virtual (VR) gear, etc., should be registered for IPRs with the Uganda local regulator, which is Uganda Registration Services Bureau (URSB), and after that recorded and tagged as public assets with a unique number for monitoring and evaluation purposes. They also aim to guide the contractors and suppliers in managing intellectual property rights of locally developed IT systems, applications, and innovations in the ICT sector.

Therefore, these guidelines aim to establish a consistent structure for regulating, safeguarding, and embracing ICT solutions in Uganda.

Additionally, the guidelines will address technology transfer by:

- Establishing clear procedures for identifying, evaluating, and acquiring external technologies.
- Providing a framework for adaptation and localisation of transferred technologies to meet Ugandan needs and standards.
- Collaboration between domestic innovators and technology providers should be encouraged to facilitate knowledge transfer and capacity building.

2.1 Scope of Guidelines

These guidelines apply to all individuals and entities that develop innovations and applications for the government of Uganda and the public, either to solve a specific need or following financial support from MoICT&NG at all stages of the Intellectual Property (IP) Value Chain. This encompasses the entire innovation life cycle from generation, to protection, utilisation and enforcement.

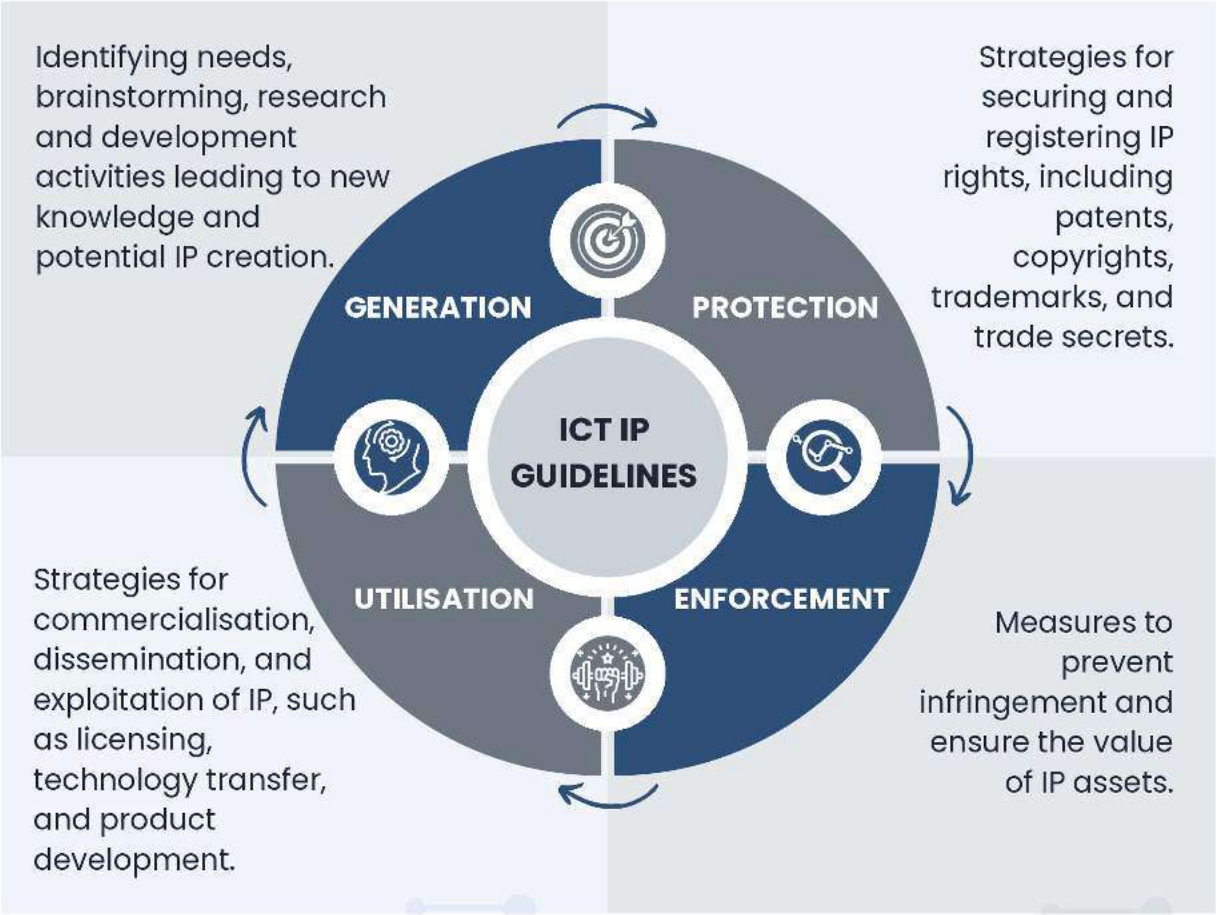


Figure 2: Scope of the ICT Intellectual Property Guidelines

2.2 Rationale for Intellectual Property Guidelines

This will provide guidance to all Contractors and Suppliers on proper ways to manage IP protection in the ICT area across Uganda. In addition:

The Government of Uganda creates, commissions, funds, owns and uses significant amounts of intellectual property across sectors, including health, education, public infrastructure, science, justice, and ICT and industry development. The Government of Uganda, through MoICT&NG, shall fund, support, and use software and innovations made in Uganda through programs like NIISP. Fair amounts of intellectual property rights shall be involved. Therefore, an obligation falls on MoICT&NG to manage intellectual property in consistent, transparent and accountable ways.

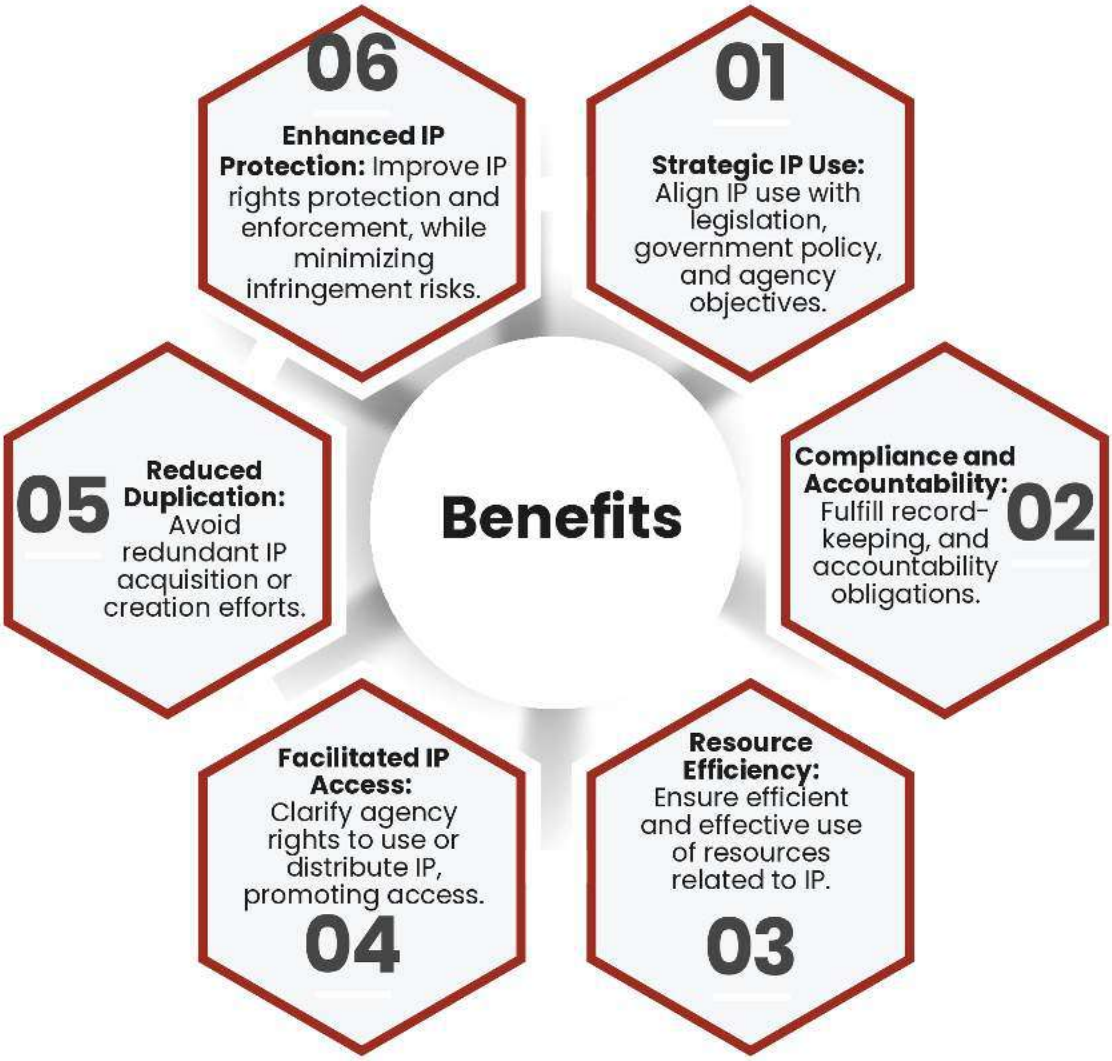


Figure 3: Benefits of the ICT Intellectual Property Guidelines

2.3 IP Administration

Intellectual property is a cornerstone of innovation, creativity, and economic growth. IP encompasses an array of creative and innovative works, including trademarks, patents, copyrights, geographical indications, and industrial designs. Protecting and managing IP rights are paramount for stimulating innovation, fostering the growth of local industries, and contributing to Uganda's economic development.

Uganda Registration Services Bureau (URSB), an autonomous statutory body, was established by Chapter 210 Laws of Uganda in 1998 to take over the functions of the Registrar General's Office under the Ministry of Justice and Constitutional Affairs. URSB plays a pivotal role in promoting and protecting IP rights.

URSB serves as the primary entity in Uganda that is responsible for **registering and protecting** various forms of intellectual property. URSB, in collaboration with the Uganda Police, established an Enforcement Unit to facilitate enforcement against infringement, counterfeiting and piracy in Uganda.

URSB collaborates closely with law enforcement agencies to **enforce intellectual property rights**. Legal actions can be taken to protect the interests of creators and inventors in cases of IP rights infringement.

URSB provides mechanisms for **resolving disputes** related to intellectual property. This approach helps settle conflicts amicably and efficiently, thus reducing the burden on the court system.

URSB proactively conducts **public awareness campaigns** and educational programs to educate the public on the significance of intellectual property protection. These efforts foster a culture of respect for intellectual property and encourage individuals and businesses to register their IP.

URSB is a signatory to various **international agreements** and conventions related to intellectual property. This alignment with global standards enables international protection of Ugandan intellectual property and fosters cooperation with other countries.

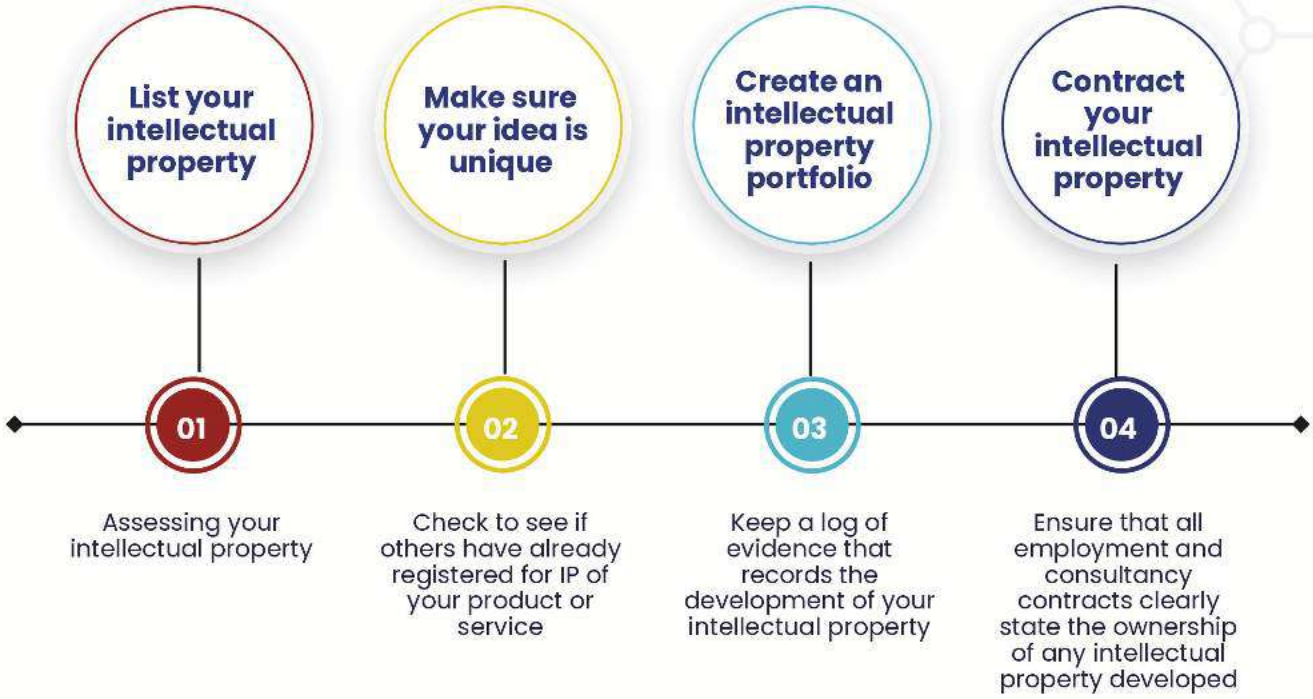


Figure 4: Ways to Protect Your Intellectual Property

2.4 Procedure of Identifying and Recording Intellectual Property

Intellectual Property serve as crucial assets for fostering economic growth for businesses, and Uganda is actively creating a business environment conducive to sustainable economic growth and development. Today, the prevailing legal framework doesn't guarantee intellectual property for ICT innovations and inventions despite the efforts by the entities charged with the mandate; therefore, it is essential for the Contrators or Suppliers. To gain control of the registration and protection of these intellectual property rights.

The procedure of identifying and recording IP shall incorporate the following:

1. Recognition of assets upon receipt or commissioning:
Through its online and physical platforms, the registration office shall receive several ICT innovations and inventions, which shall be issued with a letter of receipt via email or hardcopy to the applicant. The applicant must indicate the date, location and details of a contact person for the application. The response to the application regarding recognition of the application shall be within 24 hours after the application is received or any such time as the registration office shall comply but at the earliest time possible.

2. Verification of the existence of the asset:
When an application has been received and recognised by the registration office, the office shall commence verification of the tool and its accessories, if any. The verification shall be done by experts who understand both local and international standards of patents, copyrights and trademarks. From now on, the verification team will officially certify and accredit the tool as suitable for its intended purpose and applicable within its relevant field. A certificate shall be issued to the accredited tool and thus be recognised as such.

3. Complete and accurate records of registration with URSB and maintenance status:
An accredited tool shall be further forwarded to URSB to register and maintain its registration record.

2.5 Establishing an Intellectual Property Asset Register

While significant IP assets may appear on an agency's asset register, agencies are also encouraged to establish a register system to record important information concerning any considerable IP of the agency. IP Asset registers are ideal for recording forms of IP such as patents, trademarks and designs.

An IP asset register should be tailored to an institution's requirements and the nature of the significant IP that the institution holds. Relevant information to include in the register may include:

1. Identity of the creator(s) or inventor(s);
2. Description of the IP;
3. IP registration details;
4. the start and end date of the IP protection;
5. essential details of relevant procurement and funding agreements and
6. Please provide any necessary ownership and licensing details.
7. Any other additional information deemed appropriate.

2.6 Assessing and Valuing Intellectual Property

Government agencies assess and value the IP in its possession as well as that which will come into its possession under the Contractor Funding. The results of the valuation should be recorded. This shall also help the innovators and developers leverage the commercial viability of their creations.

2.6.1 How Assessment and Valuation shall be done

The registration office shall be mandated to assess and value intellectual property through its qualified assessors and valuers of IP. The assessment shall include all the legal parameters set in the laws of Uganda and these guidelines. The valuation shall consist of the monetary value of the tool as proposed by the applicant, and then the value shall be modified or maintained as the valuers deem necessary.

2.6.2 Challenging Assessment and Valuation

Any dissatisfied applicant may challenge the assessment or valuation by the registration office, and this may be done by writing a letter to the registration office or the Permanent Secretary of the Ministry of ICT and National Guidance.
Where a challenge has been filed, the responsible officer to whom the letter is addressed shall respond within twenty-one (21) working days upon receipt of the letter challenging the assessment or valuation.

2.7 Risk Management of Intellectual Property

IP risks should be considered and managed as part of an agency's risk management framework. Some of the risks involved here include – contracts not addressing pre-existing IP, infringing on a third party's IP, not appropriately protecting the Agency's IP, and failure to adequately protect confidential IP.

2.8 Ownership of Intellectual Property

Where the intellectual property arises from funding or a grant from the Contrators, the default position is that both the grant recipient and Contractors through license agreements will own exclusive or non-exclusive rights to the invention. The details of the license agreements may differ depending on the nature of the innovation and a case-by-case basis.

Contractors recognise that not all registered IP generated from funded innovations will immediately apply within Uganda. However, intellectual property rights should not be used solely to stifle further innovation and development by others.

Active Commercialisation: Contractors Expect a credible plan for commercialisation of the IP within a reasonable timeframe. This plan should demonstrate efforts to bring the innovation to market in Uganda or internationally.

Failure to Commercialise: In the absence of a credible plan or if the IP becomes a significant barrier to further innovation, Contractors may require a re-evaluation of its continued registration. However, abandonment will be a last resort, considering factors like potential future commercial viability in other jurisdictions.

In a funding agreement, Contractor IP ownership should only be sought where a license is not adequate in the circumstances. In considering whether ownership is required, agencies should consider the purpose of the grant, the amount of existing IP contributed by the grant recipient, the extent of contribution (in monetary and other terms) by the grant recipient to the development of project IP, and the benefits to the public by imposing ownership conditions on the project IP.

The funding agreement should provide for the situation where the recipient does not use the IP for the grant or funding within a reasonable time. Options include providing for a reversion of IP ownership to the Government of Uganda.

2.9 Reassignment or Disposal of Government Owned IP

In some circumstances, it may be appropriate for an agency to reassign or dispose of IP. The question is whether reassigning or disposing of IP will maximise its impact, value, accessibility, and benefit while being consistent with the public interest.

Circumstances where it may be appropriate to reassign or dispose of IP include where:

1. the IP has reached the end of its usefulness;
2. a third party can better exploit the IP and
3. The government attains ownership of IP under a funding agreement.

3.0 SOFTWARE DEVELOPMENT CONTRACTS

This section specifically applies to instances where a government institution commissions a developer or service provider to develop software for it. The Government of Uganda (GoU), through MoICT&NG, plans to invest heavily in locally developed software. As is the position under the law, the entity shall own the copyright in the software developed for it under commission. Public sharing and licensing of this Government - owned software under accessible open software license terms has the potential to:

1. Save agencies time and money, resulting in a more efficient use of scarce resources;
2. Encourage open innovation on the part of both the public and private sectors;
3. Contribute to economic growth, primarily through the private sector being able to leverage and support government investment in the software it openly releases for re-use;
4. Foster transparency as to the methods or algorithms used for the creation or delivery of public data and services, thereby enabling critical analysis and potentially the provision of improvements back to the releasing agency

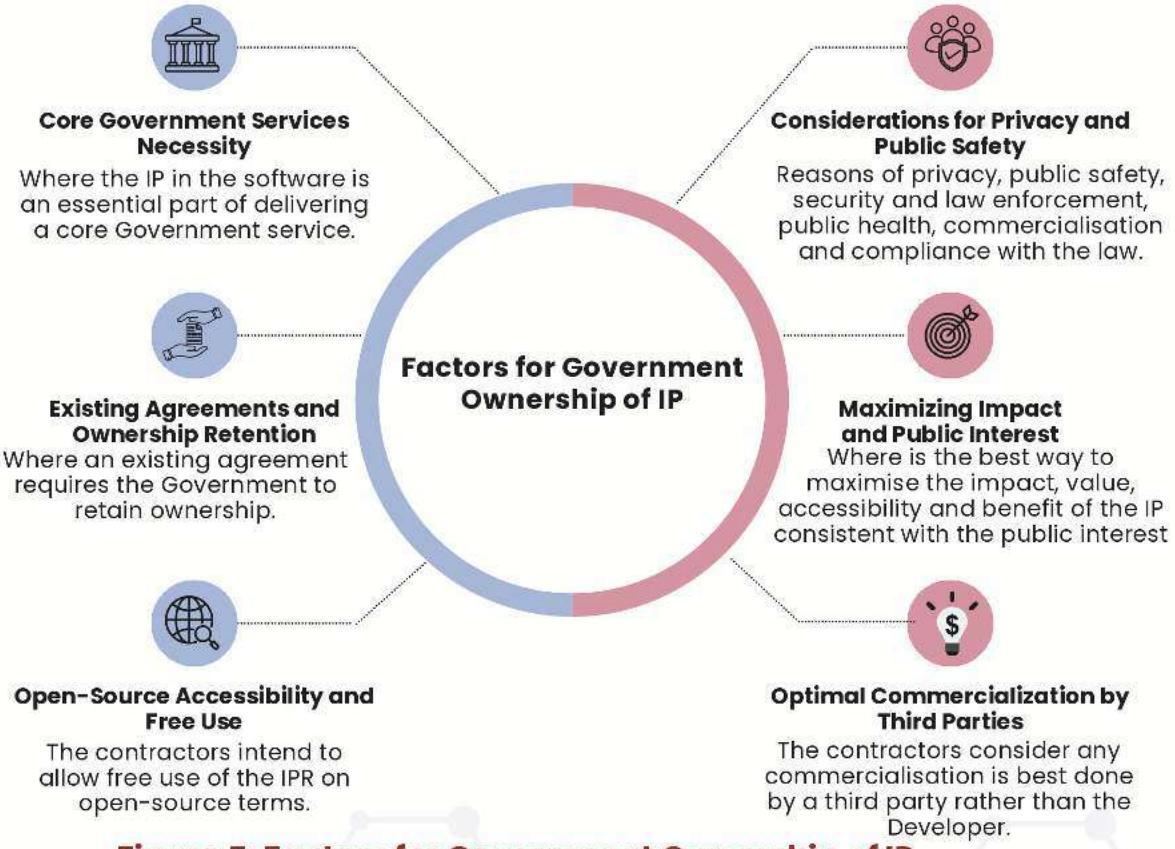


Figure 5: Factors for Government Ownership of IP

3.1. Ownership of IP in Software Development

The default position is that the contractors shall own the IP rights of the software and other related rights in commissioned software developed for the purpose of a contract. The contractors shall have the right to use, exploit, disclose and reproduce the software.

The figure above indicates the factors which may make it necessary for the Government to retain the copyright and other related rights in commissioned software include.

Where the Contractors retain the Software's copyright and related rights may grant the Developer or service provider a license to allow them to commercialise the software.

On the other hand, where it is non-exclusive, the Contrator can grant licenses to third parties.

The developer or service provider can own the copyright and related rights in commissioned software developed for the contract only with a written agreement. The decision on who should own the copyright in the new software is a significant issue that must be considered when procuring the software development.

Where the Contractor elects to allow the developer or service provider to own the copyright and related rights in the commissioned software, the default position shall be that the Contractor shall be granted a perpetual, irrevocable, worldwide, royalty-free, fully paid up non - exclusive license to the software. This license will include the right to sub-license the software. Alternatively, where circumstances require, the Developer or service provider may be necessary to assign the copyright and related rights in the software to the Contractor for a specified period.

The Contractor can elect to jointly own the IP in commissioned software with the service provider or another party. However, it is generally not recommended that agencies adopt a joint ownership position due to the complex management issues which arise. Many of the perceived benefits and outcomes of joint ownership can be achieved by combining sole ownership and licensing.

When commissioning software development, the Contractor shall consider whether it may wish to release the software to the public for re-use under an open-source license. If it does, it must either ensure that it has all the relevant rights to release

the software under an open-source license or, where the developer or service provider owns the copyright under the conditions mentioned above, the Contractor shall ensure that a contractual clause requires the developer to release the software under a specified open-source license.

This can be done either by retaining the copyright in the software, ensuring the Agency obtains a broad license from the service provider allowing the agency to sub-license the software or ensuring that there are contractual provisions in the contract that require the service provider to release the software under a specified open source software license.

3.2 Contracts with Software Vendors

This applies to situations where Contractor contracts with a local software vendor with software that has already been developed. In such circumstances, the software vendor owns the copyright to the software.

However, two options are available to Contractor:

- It attains a license for the software that shall be used for government- and private-facing applications. This license may be exclusive or nonexclusive, depending on what it shall be used for.
- The Contractor signs a deed of assignment with the software vendor.

Where the deed of assignment is signed concerning software to be used as government-facing applications, the assignment shall be for 10-15 years. This time frame is equivalent to the approximate time required to successfully roll out a government system across all Ministries, Departments, Agencies and Local Governments and leaves room for other project success factors such as availability of funds, change management, project acceptance, and underlying infrastructure, among others.

Where the deed of assignment is signed regarding software for private or citizen-facing applications, the assignment shall be for 3-5 years. This time frame is equivalent to the approximate time, effort, and funds the government will spend to promote the adoption of e-services.

Note: The signed deed of assignment can be customised on a case-to-case basis.

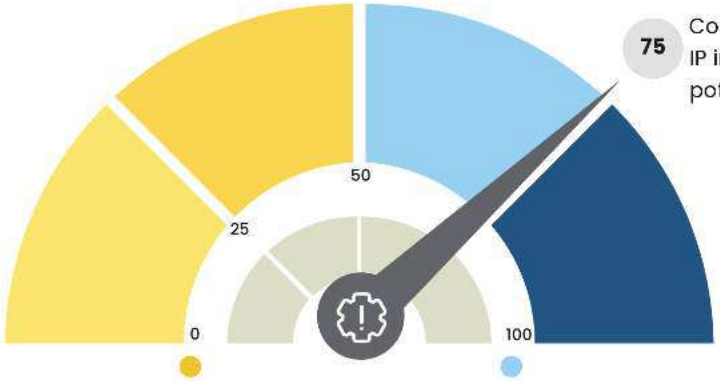
3.3 Risk Management in Software Development Contracts

Source Code Escrow Agreements: Source code escrow is the deposit of software's source code with a third-party **escrow agent**. This is a prudent risk management practice that would significantly reduce the contractor's risk exposure and would safeguard the continuity of the operations dependent on that software. This arrangement shall apply where the contractor attains software from a local software vendor or where a developer or service provider has granted the contractor a license to use the software.

The terms of this agreement will specify the exact legal terms upon which:

1. The software developer is obliged to deposit the source code,
2. The Contractor (software licensee) may call for the release of the source code and
3. The escrow agent must act in case of any dispute or legal action.

This gauge chart evaluates the IP risk level based on factors such as the nature of the software, the involvement of third-party IP, the competitive landscape, and the relationship with the development team. It helps organizations assess the potential for IP disputes and take appropriate mitigation measures.



Low Risk

Minimal risk of IP disputes

Characteristics

- limited use of third-party IP.
- well-defined ownership rights.
- Clear scope of work and deliverables.
- Low-risk industry or project.
- Established and trusted development team.
- Strong emphasis on internal IP development.

Moderate Risk

potential for IP disputes

Characteristics

- May involve the use of third-party IP.
- handling of sensitive data.
- development of innovative software.
- Handling of confidential information or trade secrets.
- Potential for disputes over ownership of custom-developed software.
- Moderate competition in the market.

High Risk

significant risk of IP disputes

Characteristics

- May involve developing highly innovative or disruptive software.
- working in a highly competitive market.
- collaborating with multiple parties with conflicting IP interests.
- History of IP disputes with the development team.
- Significant reliance on third-party IP.

Critical Risk

very high risk of IP disputes

Characteristics

- May involve potential infringement of existing patents or copyrights.
- significant reliance on unlicensed third-party IP.
- working with untrusted development teams.
- Developing software that closely resembles existing products.
- Handling highly sensitive or confidential information with inadequate safeguards.
- High potential for legal action and significant financial losses.

Figure 6: IP Risk Assessment Gauge

Code Repository: A code repository shall be used where the Contractor Commissions a software developer or service provider to develop software for it and owns the source code created therein. Code repositories are used to store source code archives. Contractor You will have access to the code repository where the software's source code is kept.

3.4 Re-use or Use of Open Source Code

Subject to Clause 3.1 above, the Contractor May use Free Open Source Software (FOSS) licenses to develop and release software designed for the Ministry to enable re-use by other Government agencies and developers within the private sector.

As indicated above, software source code is protected under copyright law. The rights granted under copyright (such as the exclusive right to do or authorise others to reproduce, distribute or make a derivative of the work) are restrictive by default. This gives the software developer (or entity for which the developer has been commissioned) exclusive control over how the software program is used, modified and distributed. This is referred to as 'proprietary software'. Others are usually granted a license to exercise the rights granted to the software owner. Proprietary software licenses generally limit the users' ability to use and distribute the software. Most importantly, they usually do not give the user access to the source code.

On the other hand, FOSS licenses work in such a way as to ensure that users have certain freedoms and access to the software released under them. Specifically, an open-source software license must provide four freedoms.

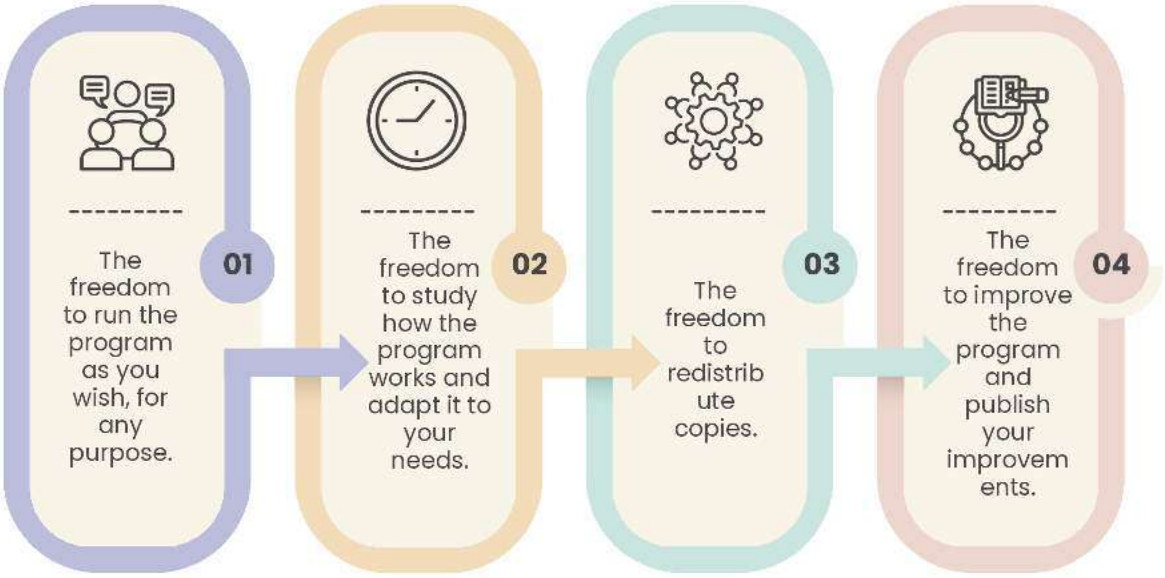


Figure 7: Free Open Source Software (FOSS)

In effect, FOSS licenses allow the user to use, study and (re)distribute the software in object or source code without further permission from the owner.

The use of FOSS software licensing has significant benefits for the Contractor. This includes avoiding vendor lock-in, re-use and adaptation into new programs by other government agencies and developers in the private sector and avoiding the high costs associated with the development of tailormade solutions.

The Creative Commons licensing umbrella will allow the contractor sign agreements allowing revenue generation from solutions emerging from open innovation. Agreements will be signed, giving contractor access to re-use and use the modified open-source code for commercial or socio-economic gains. These agreements will be signed for a period of 3 to 5 years.

3.5 Data Privacy and Protection

The Data Protection and Privacy Act 2019 governs data protection and privacy in Uganda. A software system developed or being developed shall involve any processing, collection and storage of personal data, Contractor shall ensure that the contract requires the developer to design the software in such a way as to adhere to the laws on data protection and privacy.

Developers are encouraged to register with the Personal Data Protection Office given that their activities involve obtaining, accessing, processing and storage of personal data both at the prototype stage and system deployment and Usage.

In particular, the software shall:

- Have robust cyber security safeguards.
- Respect the data subject's rights under the Data Protection and Privacy Act.
- Be designed in such a way as to implement the principles of data protection as provided for under the Data Protection and Privacy Act.

3.6 Computer Misuse Act

The Uganda Computer Misuse Act, enacted in 2001, is a pivotal piece of legislation that addresses the complexities introduced by the rapid development of digital technology and the internet within the context of Information and Communication Technology (ICT) and Intellectual Property (IP) guidelines. While ICT has ushered in various economic, social, and educational benefits, it has also raised significant concerns regarding the violation of individuals' rights, particularly the right to data privacy.

The right to privacy is enshrined in the Constitution of Uganda, which protects individuals from unwarranted interference regarding their communications. This constitutional safeguard becomes increasingly relevant in the digital age, where the potential for unauthorized access and data breaches can undermine personal privacy and intellectual property rights.

The misuse of social media and other online platforms poses serious challenges in this context. The dissemination of false and malicious information threatens not only personal privacy but also the integrity of intellectual property, as misinformation can distort public perception and damage reputations. Particularly concerning is the impact on minors, as unauthorized sharing of their information can lead to privacy violations and potential exploitation.

In response to the challenges presented by the digital landscape, the Computer Misuse Amendment Bill 2022 was introduced to bolster protections for privacy and intellectual property rights in Uganda. Its objectives include:

1. Enhancing provisions against unauthorized access to information, which is crucial for safeguarding both personal and intellectual property data.
2. Prohibiting the sharing of information relating to minors without parental consent—an essential measure to protect vulnerable individuals and their associated rights.
3. Banning the dissemination of hate speech and malicious content, which can infringe on both personal rights and the ethical use of information.
4. Addressing the circulation of false information, which can have detrimental effects on public trust and the integrity of intellectual property.
5. Imposing restrictions on individuals convicted under the Computer Misuse Act from holding public office for a decade, emphasising the importance of accountability in the realm of ICT/IP compliance.

Overall, the framework established by the Uganda Computer Misuse Act and its amendments reflects an increasing recognition of the need to navigate the intersection of technology, privacy rights, and intellectual property protection in an evolving digital environment.

4.0 PROCUREMENT

Where Contractor Enters into a contract with a local innovator, software developer or inventor; these contracts may result in the use, creation or assignment of IP in some form. The IP generated can be the purpose of the procurement or arise incidentally. In both of these cases, IP rights and issues must be addressed. Procurement processes and government Contracts must align with the Public Procurement and Disposal of Public Assets Act and Regulations.

4.1 Addressing IP in Procurement Agreements:

Procurement agreements must address any rights to intellectual property (including pre-existing intellectual property) arising from the procurement.

IP may arise in a procurement agreement in several ways, i,e IP inputs, background IP, Third-party IP and IP outputs.

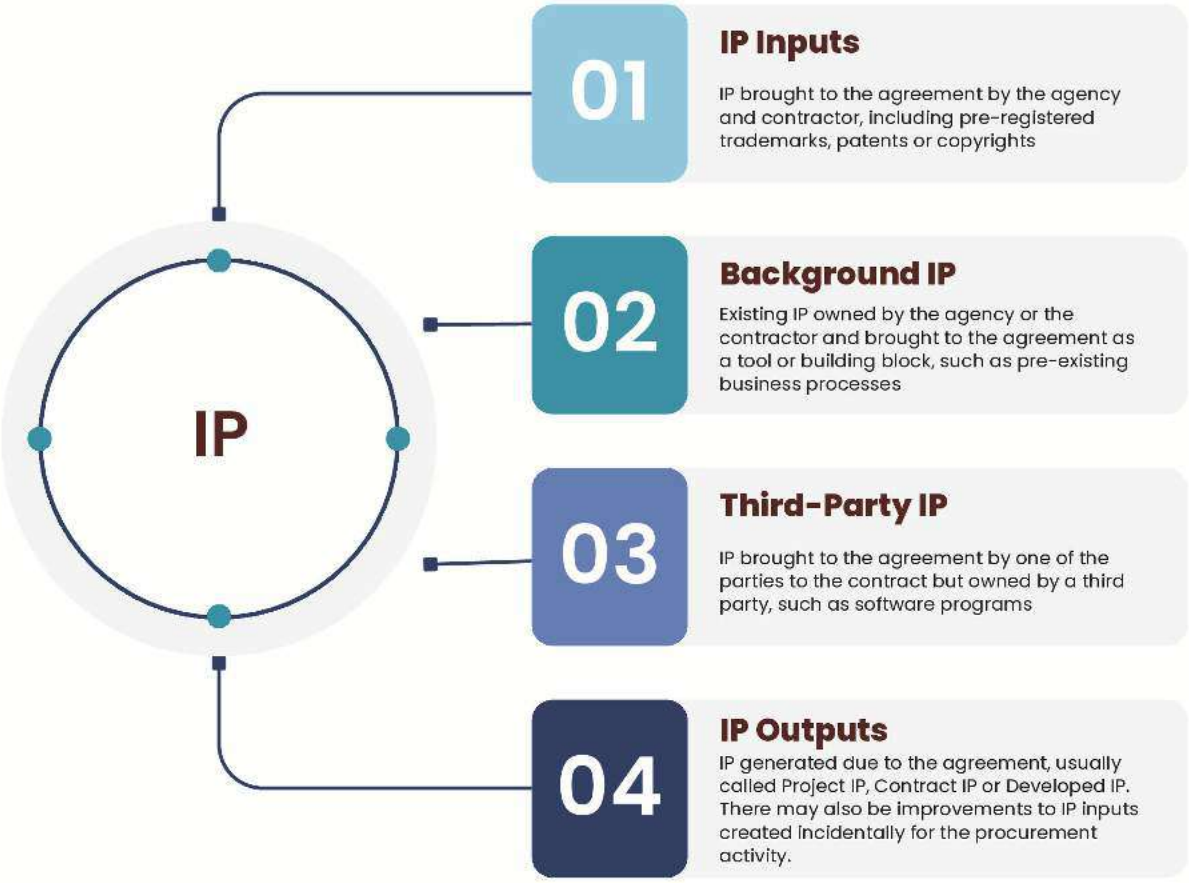


Figure 8: IP Generation

Table 2. Expected IP deliverables generated during procurement

Type of Procurement	Deliverables
Software/software services	Software code, user manuals, specifications, data, software modifications
Hardware	Hardware components, installation manuals, specifications, warranty documentation, maintenance guides.
Consulting Services	Consultation reports, strategic plans, implementation guidelines, training materials, project documentation.
Telecommunications Services	Network diagrams, service contracts, performance reports, service level agreements (SLAs), user guides for telecom systems.
Cloud Services	Service configurations, data migration plans, user access documentation, compliance reports, backup and recovery procedures.
Cybersecurity Services	Security assessments, risk management plans, incident response protocols, training materials for staff, compliance documentation.
Training Services	Training manuals, course materials, assessments, attendance records, certification documentation.
IT Support Services	Support contracts, knowledge bases, incident logs, troubleshooting guides, performance metrics.
Data Services	Data sets, data analysis reports, data management plans, data privacy compliance documentation, user access controls.

Appropriate contract management procedures must be followed, including the ongoing management of any IP at the time of variations to the contract and after the contract has ended. Key measures to identify such IP must be included in the contract and relevant project management systems.

Table 3. Key Measures to Identify IP

Contractual Requirement	Description
Identification of IP	Identify the IP to be brought to the project and the IP to be delivered. Details of pre-existing IP should preferably be included in an IP schedule, including its nature, source and ownership. Ownership of the IP deliverable(s) also needs to be specified.
Reporting	Contractors should regularly report on project outcomes (including new IP).
Rights of Inspection	Agencies may maintain appropriate rights of inspection. These rights may be exercised if IP is not being reported.
Review before disclosure	Consider a review period before any disclosure of materials by publication or transfer; it provides an opportunity to identify IP and explore protection options.

5.0 COMMERCIALIZATION

The leading indicator of commercialisation is an intention to generate income from exploiting the IP in the marketplace.

5.1 Full Ownership

Innovators with exclusive IP rights will freely distribute and sell their solutions and products commercially. Contractor Will not request equity holdings or shares from innovators or developer companies that continue with commercial sales. The Government of Uganda is focused on promoting local talent, growing entrepreneurship within the ICT sector, increasing job opportunities and ensuring value for money.

5.2 Revenue Share

For applications, software and innovations directly supporting core Government business functions, there will be a revenue share, where applicable, as agreed upon by both parties with the help of a contract. A 25 per cent share will be returned to the Government of Uganda from revenue attained by IP from these innovations. The 25 per cent is expected to cater to the recurrent costs of development and commercialisation of the IP and finance more innovations.

Innovators will need to complete and submit a Consolidated IP and commercialisation report annually or at the end of the funding, depending on the length of the contract. A revenue and equity sharing agreement (see Annex D) will form part of the consolidated IP and commercialisation report if applicable. Different arrangements may apply if MOICT&NG funds through a program-related investment or if it provides significant follow-on funding to an award. These various arrangements will be agreed on a case-by-case basis.

5.3 Registration by the Government of Uganda

Where the government owns the intellectual property rights through MoICT&NG of an innovation or invention, it must register them with URSB.

5.4 Registration by the Innovators

For innovations that had been developed (fully or partially) before obtaining funding from Contractor, the innovators/innovation hubs should register their IP rights with URSB.

Where an innovation/application/product/service has resulted from collaboration amongst various parties, there must be evidence and a declaration of the contribution of the collaborating partner(s). This will help the innovator maintain full rights to distribute and commercialise their innovation even as they obtain support from Contractor.

However, for innovations that are developed from scratch with funding from Contractor And whose IP is owned by the innovator, the innovators/innovation hubs will be expected to register their IP rights with URSB. For government funded programs, the MoICT&NG will conduct a 3-year hand-holding process before giving clearance for the IP rights to be attained; it is expected that during this time, MoICT&NG will ensure that the specific innovations meet the expected technical standards operational requirements and can market/sell their innovations sufficiently. This will also help ensure that the innovations can satisfy the market profitably and sustainably.

5.5 Non - Disclosure Agreement (NDA)

Non-disclosure is the release of information on an invention to the public before the patent application is filed or the release of an innovation after it has been acquired, but disclosing information that either party should not disclose as per their NDA. Disclosure may include abstracts, poster sessions, shelved theses or even specific talks describing an innovation to an open audience, even if given by someone who is eventually judged not to be the innovator. Such unauthorised disclosure may disqualify an invention from patentability.

Intellectual property disclosures are usually considered confidential, and there should be no breach of confidentiality. Contractor shall obtain written acknowledgement of such obligations from the innovators and members within the disclosure team using a Non-Disclosure Agreement (NDA) in Annex B.

Figure 9: The Role of MoICT&NG

5.6 Role of MoICT&NG

MoICT&NG will continue to explore and develop new initiatives to support Ugandan innovators and foster a culture of innovation and IP protection in the country.

Majorly, will perform the following roles in promoting and supporting the development and protection of Intellectual Property in the ICT sector;

1. **IP Rights Protection & Guidance:** MoICT&NG will provide innovators with clear guidelines on ownership, registration, commercialization, and disclosure of their Intellectual Property (IP). This includes assisting innovators in applying for copyrights, patents, designs, or trademarks under relevant laws and guiding them through the commercialization process.
2. **Support & Incentivization:** MoICT&NG will offer assistance to innovators in fulfilling their IP obligations and responsibilities. This includes providing support for IP protection and rewarding and encouraging participation in any subsequent exploitation of their innovations.
3. **IP Commercialization Strategies:** MoICT&NG will advise creators on available options for commercializing their IP or making it freely available. This includes exploring licensing agreements, technology transfer, and other suitable commercialization pathways.
4. **IP Monitoring & Evaluation:** MoICT&NG will conduct regular reviews of IP development and associated commercial activities and outcomes from MoICT&NG-funded innovations. This will enable the Ministry to assess the effectiveness of its IP support programs and identify areas for improvement.
5. **IP Landscape Analysis & Guidance:** MoICT&NG will guide innovators in assessing existing IPs in the field that may impact their innovations. This includes conducting prior art searches and providing guidance on avoiding IP infringement.
6. **IP Awareness & Capacity Building:** MoICT&NG will raise awareness of IP rights and protection through nationwide workshops and by advocating for the inclusion of dedicated IP protection course units within institutions of higher learning. This will equip students and innovators with the fundamental knowledge and skills to safeguard future innovations.

Furthermore, the Ministry of ICT and National Guidance (MoICT&NG) will seek to make intellectual property (IP) protection more affordable for Ugandan innovators. This could involve:

- Mobilizing funds specifically to support the costs associated with IP protection.
- Advocating for government grants or subsidies to help innovators cover their IP protection expenses.

Partnering with private companies or organizations to provide discounted rates for IP protection services to Ugandan innovators.

5.7 Assumptions

All innovators expecting to receive funding or getting into any contract with MoICT&NG must adhere to these IP guidelines. The innovations selected must also fully comply with the application and adoption procedures stipulated by MoICT&NG.

An affected party to this guideline shall seek recourse from the Permanent Secretary of the Ministry of ICT and National Guidance.

ANNEXURES

Annex A: Invention Disclosure Form

Title of innovation or invention	
	Details of innovator or inventor
Name	
Employer,if any	
Company Registration Number	
Physical address	
Contact person	
Contact person's email	
Information sharing email	
Telephone number	
Company telephone number	
Website	
Estimated IP invention contribution	
Description of the problem being solved	
Describe stage of development	
Description of innovation in detail	
Date of creation of the innovation/invention	
Description of experimental data used	
Competitive advantage	
Where the application can be applied	
What other research should be further added	

Annex B: Template _ Non-Disclosure Agreement

This Agreement is between _____("OWNER"); and _____

an individual residing at _____ ("RECIPIENT").

WHEREAS, OWNER has developed through substantial effort, research, time, and expense certain inventions, design concepts, methodologies, technical know-how, copyrightable material and trade secrets directed and related to_____ ("INFORMATION");

WHEREAS, OWNER desires to disclose the INFORMATION on a confidential basis to RECIPIENT solely for the purposes of evaluating the INFORMATION for possible future business arrangements; and

WHEREAS, OWNER wishes to maintain the confidentiality of the INFORMATION and the protection of OWNER'S intellectual property rights.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONFIDENTIAL INFORMATION

a) OWNER agrees to disclose INFORMATION to RECIPIENT to facilitate possible future business dealings between the parties.

b) RECIPIENT agrees to receive such INFORMATION and to refrain from copying, disclosing, using, selling, or offering for sale any and all of said INFORMATION, other than at the request of OWNER, with the exceptions as provided in paragraph C herein. RECIPIENT agrees to keep confidential and refrain from disclosing any and all of the INFORMATION, and to take all necessary and reasonable steps to prevent unauthorized disclosure or use of any and all of the INFORMATION.

c) Notwithstanding paragraph B, RECIPIENT shall not be liable for disclosure or use of INFORMATION only if, and only to the extent that, said INFORMATION was in the public domain at the time it was disclosed by OWNER, or was known to and recorded in writing by RECIPIENT prior to the time of disclosure by OWNER, or is received from a third party or passes into the public domain without breach of this Agreement. With respect to any INFORMATION known by RECIPIENT prior to the time of disclosure by OWNER that RECIPIENT believes to constitute the INFORMATION, or any portion thereof, RECIPIENT shall disclose to OWNER an adequate written description of the INFORMATION within fourteen (14) days of the disclosure by OWNER.

d) This is not an offer for sale or license. No right or license is granted by OWNER to RECIPIENT in connection with the technical information or inventions disclosed under this agreement. All documents or materials constituting the INFORMATION and all reproductions thereof shall at all times remain the sole property of OWNER and shall promptly be returned by RECIPIENT upon request.

e) This Agreement shall remain in force in spite of disclosure of the INFORMATION by OWNER in the form of patent applications, copyright applications, or other disclosures by OWNER.

II. RESTRICTIONS

A. Except for the express written consent of OWNER, RECIPIENT agrees:

i. Not to use or disclose to another person or entity any confidential information of OWNER;

ii. Not to make, or cause to be made, any copies, facsimiles or other reproductions including data files of any documents containing confidential information of OWNER; and

iii. To use all other reasonable means to maintain the secrecy and confidentiality of the confidential information of OWNER.

B. RECIPIENT further agrees, at the request of OWNER:

i. To immediately return to OWNER all of the items in the possession of RECIPIENT which relate to or which disclose in whole or in part any confidential information of OWNER; and

ii. To refrain from using or disclosing to any other person or entity any confidential information of OWNER.

Annex C: Template – Sample IP Rights Assignment

INTELLECTUAL PROPERTY

A. Title And Copyright Assignment

i. All products and results of RECIPIENT'S services rendered hereunder (the "Work") are works made for hire. RECIPIENT acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyrights) belongs to and shall be the sole and exclusive property of OWNER.

ii. Notwithstanding the foregoing, RECIPIENT also hereby assigns and transfers to OWNER, its successors and assigns, the entire right, title, and interest in and to all IP rights in the Work; all registrations and copyright applications relating thereto and all renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights; and all rights corresponding to the foregoing throughout the world.

iii. RECIPIENT agrees to execute all papers and to perform such other proper acts as OWNER may deem necessary to secure for OWNER or its designee the rights herein assigned.

B. Patent Assignment

i. RECIPIENT may invent new, original, and ornamental or useful inventions in the course of or related to RECIPIENT'S business relationship with OWNER ("the Inventions").

ii. RECIPIENT herebyassigns and/or transfersto OWNER, itssuccessors or assigns, theentire right, title,and interest inand to saidInventions, and anypatent and patent applications deriving therefrom for any such invention in the United States and throughout the world, including the right to file foreign applications directly in the name of OWNER and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise; and to cooperate with OWNER as may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing said patent or patent applications in the United States and throughout the world for said Inventions, and for perfecting, recording, or maintaining any such title in OWNER.

iii. Notwithstanding the above, RECIPIENT shall not assign and/or transfer any invention for which no confidential information of OWNER was used, unless the invention results from any work performed by RECIPIENT for OWNER.

C. Ownership Of Trademarks

RECIPIENT hereby acknowledges that OWNER shall retain all right, title, and interest in all trademarks, trade dress, and good will that results from the INFORMATION or any use or offer to sell thereof.

D. Covenant Not To Sue

RECIPIENT shall not institute any action or suit at law or in equity against OWNER, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action arising out of the INFORMATION or any INTELLECTUAL PROPERTY thereof, including but not limited to, claim, demand, action, or cause of action for invalidating any INTELLECTUAL PROPERTY of OWNER.

E. Damages And Specific Performance

RECIPIENT agrees that should RECIPIENT breach any of the promises contained in this Agreement that OWNER would suffer irreparable harm and OWNER would be without adequate remedy at law and that OWNER may obtain injunctive relief, including specific performance of the Agreement, as well as monetary award for damages suffered by OWNER for RECIPIENT'S breach of this Agreement.

F. No Waiver

Failure at any time to require performance of any of the provisions herein shall not waive or diminish a party's right thereafter to demand compliance therewith or with any other provision. Waiver of any default shall not waive any other default. A party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of the party making such waiver.

G. Severability

Should a court of competent jurisdiction find that any portion of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall use reasonable efforts to substitute a valid, legal, and enforceable provision that implements purposes of the provision so held invalid, illegal, or unenforceable to any extent permissible under the law.

H. Merger/Modification In Writing

RECIPIENT agrees that this Agreement shall supersede all prior agreements and shall not be modified by either party except in writing and by agreement between both parties. Notwithstanding this paragraph, RECIPIENT shall honor all prior obligations concerning confidentiality of OWNER'S confidential INFORMATION.

I. Choice Of Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of Uganda. Any dispute involving the terms or conditions of this Agreement shall be brought in the Uganda court of competent subject matter jurisdiction therein. Each of the parties hereby submits to the personal jurisdiction of said court.

IN WITNESS WHEREOF, the parties have executed this agreement as of the latest date indicated below.

OWNER	**RECIPIENT**
(Signature)	(Signature)

Annex D: Template – Sample Revenue and Equity Sharing Agreement

This Agreement is made between the parties whose details are set out below:

A.	**TRUST**	
	Name:	xxxx, a company registered in Uganda, under no. xxxx (the "Trust")
	Company No:	xxxxx
	Address:	
	Contact:	
	Tel:	
	E-mail:	
B.	**ORGANISATION**	
	Name:	
	Company No:	
	Address:	
	Contact:	
	Tel:	
	E-mail:	
C.	**TECHNOLOGY TRANSFER GROUP (if applicable)**	
	Name:	
	Company No:	
	Address:	
	Contact:	
	Tel:	
	E-mail:	

THE PARTIES HEREBY AGREE as follows:

1.DEFINITIONS

1.1 **'Cumulative Income'** means total Net Income received as a result of exploitation of the Trust-funded Project.

1.2 **'Direct Costs'** means all reasonable patent and legal costs and other incidental expenses that are incurred directly in connection with exploitation of the Trust-funded Project, including official patent filing, prosecution, maintenance and renewal fees.

1.3 **'Equity**' means the issuing of equity or any other interest (whether by way of debenture, warrant, security or otherwise).

1.4 **'Exploiting Party'** means whichever of the Organisation or Technology Transfer Group (if there is one) named above as is or will be responsible for technology transfer and commercialisation matters with respect to the Trust-funded Project for and on behalf of the Organisation. For these purposes, 'exploitation' includes but is not limited to commercialization by way of licence, assignment, option, sale, research collaboration or other agreement, or for cash or equity consideration.

1.5 **'Grant'** means the grant, details of which are set out in Schedule 1 to this Agreement.

1.6 **'Gross Income'** means all cash sums or other monetary consideration actually received in respect of exploitation of the Trust-funded Project, including licence, signing and option fees, royalties, and milestones, but excludes any Equity or other interests (whether by way of debenture, warrant, security or otherwise) or monies paid specifically to fund the undertaking of a research programme.

1.7 **'Innovations'** have the same meaning as this IP guidelines provides.

1.8 **'Intellectual Property'** means any and all rights in inventions, discoveries, materials, technologies, products, data, algorithms, software, know-how, patents, databases, copyright, trademarks, design rights, applications for any of the foregoing, moral rights, and any other intellectual property rights whether or not registered or capable of registration and whether or not subsisting in the UK or in any other part of the world.

1.9 **'Net Income**' means Gross Income less:
(a) Direct Costs and
(b) any applicable taxes on Gross Income and Direct Costs;

1.10 **'Organisation'** means the organisation named in the details set out above.

1.11 **'Other Party(s)'** means the Party(s) which is not the Exploiting Party.

1.12 **'Technology Transfer Fee'** means the percentage of Net Income which the Exploiting Party is entitled to in recognition of its exploitation of the Trust-funded Project.

1.13 **'Technology Transfer Group'** means a body which is responsible for providing technology transfer services to the Organisation and which has been approved by the Trust to carry out exploitation activities with respect to the Trust-funded IP, details of which are set out above.

1.14 **'Trust'** is a form of division of property rights and a fiduciary relationship, in which ownership of assets goes to a third party, known as a trustee, and the beneficial enjoyment goes to the beneficiary.

1.15 **'Trust-funded IP'** means any and all Intellectual Property which is or has been created, exemplified or developed (whether in whole or in part) using the Grant, whether such Grant funds are used before or after an invention disclosure or patent filing, and whether or not any person in receipt of Trust funding or working on a Trust-funded activity is named in invention disclosure records.

1.16 **'Trust-funded Project'** means the research funded by the Grant.

1.17 **'Trust Grant Conditions'** means the Trust's Grant Conditions, as may be amended from time to time.

2. CONSENT TO EXPLOIT TRUST-FUNDED IP

2.1 In consideration for entering into the terms of this Agreement and pursuant to the Trust Grant Conditions, the Trust consents to the exploitation of the Trust-funded IP in accordance with the details set out in the Schedules to this Agreement.

3. REVENUE SHARING

3.1 In consideration for consent being granted pursuant to clause 2 above, the Exploiting Party shall share Gross Income and Equity received in respect of a Trust-funded Project as set out in this clause 3.

3.2 The Exploiting Party shall first determine if:

(a) the Grant (together with other Trust funds) is the sole source of funding for the Trust funded Project, in which case clauses 3.3 and 3.4 shall apply to the total Gross Income or Equity received in respect of that Trust-funded Project, or

(b) the Grant (together with other Trust funds) is not the sole source of funding for the Trust-funded Project, in which case the Gross Income or Equity received in respect of that Trust-funded Project shall be pro-rata calculated to take into account:

i) the inventive contribution of the inventors; followed by
ii) the proportionate funding contributions of the Trust, the Organisation and other third party funders of each inventor as appropriate (such funding contribution to exclude any salary support provided by the Organisation from its internal funding, overhead or other indirect costs including for the avoidance of doubt higher education funding council funding); and the revenue-sharing formulae set out in clauses 3.3 and 3.4 below shall then apply to the portions of Gross Income or Equity attributed to the Trust contribution pursuant to this clause 3.2(b).

Income Sharing:

3.3 Where income is received then the Exploiting Party shall in respect of each individual Trust-funded Project that is exploited:

(a) receive Gross Income due;
(b) deduct and reimburse as appropriate any and all Direct Costs;
(c) be entitled to receive a Technology Transfer Fee on Net Income received (determined by reference to Cumulative Income) as follows:

Cumulative Income	Technology Transfer Fee
	X% (x per cent)
	Y% (y per cent)
	Z % (z per cent)

(d) distribute remaining Net Income received in the following revenue shares (determined by reference to Cumulative Income) as follows:

Cumulative Income	Organisation and Technology Transfer Group	Trust
	x x %	x x %
	x x %	x x %

Equity sharing and potential future investment

3.4 Where rights to take Equity are received then the Exploiting Party shall in respect of each individual Trust-funded Project that is exploited:
(a) share any Equity received in the following proportions, and

Organisation and Technology Transfer Group	Trust
x x %	x x %

(b) use all reasonable endeavours to ensure that the Equity is issued on terms whereby the proportionate shareholdings due to the parties are issued direct to them.

3.5 For the avoidance of doubt, the Trust's share of any Net Income or Equity shall be allocated to the Trust prior to the deduction of any reward to the Organisation's employees or students who are inventors of the Trust-Funded IP. The Organisation shall be solely responsible for the payment of such reward (in accordance with its internal policies) out of the revenue and equity share to which it is entitled under clauses 3.3 and 3.4 above.

3.6 Notwithstanding the terms of this clause 3, the Organisation and its Technology Transfer Group shall be free to agree how to share between themselves any Technology Transfer Fees or shares of Net Income and/or Equity due to either or both of them under this Agreement.

4. ACCOUNTING, REPORTING AND PAYMENTS

4.1 Within three (3) months following the annual accounting date set out in Schedule 1, the Exploiting Party shall provide to the Other Party(s) a statement or statements setting out financial information for the preceding 12-month period ending on such annual accounting date in respect of each Trust-funded Project commercialized, including Gross Income, Net Income, Cumulative Income, Direct Costs, Technology Transfer Fee(s), Equity, revenue shares and taxes. All such statements shall include a breakdown of the calculations on which the amounts involved were determined. The Exploiting Party shall send to the Other Party(s) the appropriate payments required in respect of such statements within 14 (fourteen) days of receipt of the proper VAT invoice(s).

4.2 The Exploiting Party shall keep accurate records and accounts, and the Other Party(s) shall have the right to audit these in accordance with standard Uganda accounting practice on request. The Exploiting Party shall provide the Other Party(s) with copies of supporting financial documentation on reasonable request. Late payments shall be subject to interest payable on demand according to the Central Bank rates.

4.3 All payments shall be made in Uganda shillings unless otherwise agreed, and shall be exclusive of any taxes or duties that may be imposed, including value added tax, which shall where applicable be payable in addition at the rate in force at the due time for payment.

4.4 If Innovations takes over responsibility as Exploiting Party in accordance with the Trust Grant Conditions, then references to Exploiting Party herein shall be construed as references to Innovations, and Innovations shall share any Gross Income or Equity received accordingly.

5. MONITORING TRUST-FUNDED IP

5.1 With respect to the Trust-funded IP, the Exploiting Party must:

(a) unless otherwise scheduled to this Agreement, provide to the Other Party(s) as and when they arise:

i) copies of any signed agreements entered into; and

ii) details of any patent applications, grants and abandonments (including title, filing number and date);

(b) deliver at least annually an exploitation report detailing the commercialization activities for that year to the Other Party(s); and

(c) arrange and hold update meetings at least once every six (6) months, or at such other intervals as may be otherwise agreed with the Other Party(s).

6. GENERAL

6.1 The Organisation shall be responsible for ensuring that the Exploiting Party complies with this Agreement, including where the Exploiting Party is its Technology Transfer Group.

6.2 This Agreement shall take effect from whichever is the earlier of the date of last signature of this Agreement or the date that exploitation takes place, and shall terminate on whichever is the later of the expiry of any patent issued in respect of the Trust-funded IP or when all revenues due in respect of exploitation of the Trust-funded IP have been distributed to the parties in accordance with the provisions herein. Alternatively, this Agreement shall be terminable by mutual agreement of all the parties.

6.3 This Agreement is in addition to the Trust Grant Conditions (as may be amended from time to time), which continue to apply. Should there be any conflict between this Agreement and the Trust Grant Conditions, then this Agreement shall prevail.

6.4 Nothing in this Agreement shall give rise to any partnership or the relationship of principal and agent between the Trust and either of the Organisation or its Technology Transfer Group.

6.5 All notices and communications shall be in writing and addressed to the parties at the relevant address stated at the beginning of this Agreement (or such other address as may be notified in 14 days).

6.6 No waiver of any breach or default under this Agreement or any of the terms herein shall be effective unless such waiver is in writing and has been signed by the parties. No waiver of any such breach or default shall constitute a waiver of any other or subsequent breach or default.

6.7 If any provisions of this Agreement are held to be invalid, illegal or unenforceable (in whole or in part) such provisions or parts shall to that extent be deemed not to form part of this Agreement but the remainder of this Agreement shall continue in full force and effect.

6.8 Each party shall do and execute or arrange for the doing or executing of all acts, documents and things as may be necessary in order to implement this Agreement.

6.9 Any disputes that arise from this agreement shall be governed by and construed in accordance with the laws of Uganda. The parties irrevocably submit to the exclusive jurisdiction of the Courts of Uganda.

SCHEDULE 1
CONSENT APPLICATION FORM
EXPLOITATION OF TRUST-FUNDED IP

Guidelines for completing this form:

- Please complete this form as fully as possible. State 'N/A' where questions do not apply.
- Microsoft Word users can mark check-boxes by right-clicking over them, and selecting **Checked** or **Not Checked** in the **Properties** menu.

A.	**CONTACT DETAILS** *(For person submitting this form)*			
	Contact name:			
	Address:			
	Tel:		Email:	
	Date:			

B.	**TRUST GRANT**			
	Investigator:			
	Institution:			
	Title of grant:			
	Trust grant no:		Institution ref no: *(If any)*	
	Type of grant:			

C.	**TECHNOLOGY**	
	Describe the technology:	
	Outline application(s) for the technology:	

	Indicate type(s) of IP arising: (i.e Patent, copyright, etc)	
	Were there any other third party funders of the technology?	*If yes, please attach details of calculation of the Trust's contribution to the technology.* *(Identify inventive contributions of inventors and proportionate funding contributions of the Trust and third parties)*

D.	**EXPLOITATION**			
	Who will manage Trust-funded IP exploitation:			
	Type of transaction:			
	Transaction status:		Estimated completion date: *(to nearest month if poss.)*	Copy of draft agreement(s) attached:
	Names of party(s):			
	Party(s) Business			
	Exploitation Strategy			
	Income/equity returns expected:			
	Annual accounting date:			
	Outline IP exploitation safeguards:			

E.	PUBLIC BENEFIT	
	Please describe briefly how the proposed exploitation route will lead to public benefit and the fulfilment of the Trust's charitable mission	

SIGNED BY the duly authorised representatives of the parties.

Signed for and on behalf of **XXX** as trustee of XXX:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of **[ORGANISATION]** by:

Signed: _____

Name: _____

Title: _____ [Secretary of Organisation/Finance Officer]

Date: _____

SIGNED FOR AND ON BEHALF OF **[TECHNOLOGY TRANSFER GROUP]** BY:

Signed: _____

Name: _____

Title: _____ [Managing Director/Head]

Date: _____

Annex E: References / Resources

Ministry of ICT and National Guidance - https//ict.go.ug

Uganda Registration Services Bureau - https//ursb.go.ug/intellectual-property

World Intellectual Property Organization - https//www.wipo.int/about-ip/en

African Regional Intellectual Property Organisation - https//www.aripo.org

National Intellectual Property Policy 2019

The Trademarks Act, Act 17 of 2010

The Copyrights and Neighboring Rights Act 2006

The Trade Secrets Protection Act 2009

The Industrial Property Act 2014

Innovate & Protect - The Intellectual Property Management Toolkit 2024

MINISTRY OF ICT AND NATIONAL GUIDANCE