



**PROTESTANT INSTITUTE OF ARTS AND SOCIAL SCIENCES (PIASS)**

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# **PROTESTANT INSTITUTE OF ARTS AND SOCIAL SCIENCES (PIASS)**

## **INTELLECTUAL PROPERTY RIGHT POLICY**

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**May, 2022**



## **1. Historical background of Protestant Institute of Arts and Social Sciences**

The institution which later on became the Protestant Institute of Arts and Social Sciences was founded in 1970 by mainline protestant churches which were operating in Rwanda. The institution was then called “Ecole de Theologie de Butare: ETB” (Butare School of Theology). In 1990, it was upgraded into Faculty of Protestant Theology of Butare (FTPB) which got official accreditation in 1993 by the convention No 1552 of 09 December 1993. In the same year, the convention No 1554/09.2/01/02 acknowledged the degrees delivered by the FTPB.

In the aftermath of 1994 genocide against the Tutsi in Rwanda, the founders of the institution, in the collaboration with the FTPB national and international partners deployed a lot of efforts to help FTPB resume its activities in such a way that specific needs of a recovering society could be met. In that perspective, a so-called Special Program was launched in 1995 and lasted till 2001: three successive intakes of students have been trained over two years and educated in contextual and practical theological training through those kinds of crash courses. The graduates of the Special program were awarded with Diploma in Protestant Theology. As of 1999, the FTPB returned to the ordinary four years program of Hon. Bachelor’s degree in Protestant Theology.

In 2010, the FTPB grew up and was supplemented by two new Faculties: Faculty of Education (FED) and the Faculty of Development Studies (FDS) within the new framework of Protestant Institute of Arts and Social Sciences (PIASS). Those two new fields have been chosen based on the experiences and expertise acquired by Protestant Churches in Rwanda. The new Institution (PIASS) has been respectively accredited by the Ministerial Order no 09/11 of November 2009 licensing “Institut Protestant des Sciences Humaines de Butare (IPSHB)” and the ministerial order n°29 of 19/07/2010 recognizing the Institute under the new name of Protestant Institute of Arts and Social Sciences (PIASS).



## **2. PIASS Philosophy**

PIASS holds the view that hope and science are indispensable tools for any society to survive and harness moral obligation of people to creatively improve the socio-economic environment in which they can survive and realize their potential. This can only be achieved through a well-conceptualized educational and scientific package through which everyone must rightfully experience and acquire the tools to facilitate this philosophy.

## **3. PIASS Vision**

“To be a reference university, fostering knowledge development and research that is relevant for the society and inspired by Christian ethics and values.”

## **4. PIASS Mission**

“To provide to Rwandan Society and Churches well trained personnel who are inquisitive, solution oriented, committed and equipped with intellectual tools that enable them to meeting specific needs of societies that are moving to a global, modern and pluralistic world.”

## **5. PIASS Moto**

“Fides et Scientia”

## **6. PIASS Objectives**

PIASS as Higher Learning Institution has the following objectives:

- To develop practical and applicable knowledge in social as well as economic development
- To impart a high quality teaching enabling creation of employment and that proves relevant to communities is close to reality, helpful for the society at large.
- To contribute to the positive transformation of society using short teaching and training, research, consultancy and projects and respect to ethical dimension.
- To contribute to local and national sustainable development by promoting scientific and technological research as well as research for integrated development.



## **Article 1: Purpose**

Protestant Institute of Arts and Social Sciences' Intellectual Property policy is intended to sensitize Employees and Students of PIASS on Intellectual Property matters and provide the needed security and incentives to inspire the discovery of new knowledge.

In line with this, PIASS's Intellectual Property policy seeks to achieve the following;

- a) Create an enabling environment for the creation of new knowledge;
- b) Safeguard the rights of researchers to their scholarly works;
- c) Promote innovation to enhance Intellectual Property generating activities for PIASS;
- d) Provide researchers with opportunities for funding for research;
- e) Promote the dissemination of research findings and innovations through a timely and efficient means of technology transfer;
- f) Facilitate the effective use of inventions/innovations such that the public derives maximum benefit;
- g) Support the effective management of PIASS's intellectual assets.

This policy subscribes to PIASS's mission to create an enabling environment that makes Protestant Institute of Arts and Social Sciences a centre of attraction for cutting edge research as well as high quality teaching and learning.

The objectives of the policy are as follows:

- a) To ensure that research, inventive or innovative technologies created by PIASS are transferred to industry for the development of beneficial and ethically acceptable processes, products and services.
- b) To offer equitable returns to the inventor(s) and PIASS.
- c) To contribute to the social and economic development of Rwanda.

In developing this policy, reference was made to several documents including WIPO's Handbook on Intellectual Property, World Intellectual Property Organization (WIPO)'s Guidelines on Developing Intellectual Property for Universities and Research and Development Organizations, the National Intellectual Property Policy and Strategy for Rwanda and existing Intellectual Property policies of several universities.

**Article 2: Definitions**

The following definitions shall apply for the purposes of this policy.

Word/Term	Definition / Meaning
Assignment Agreement	An agreement between two parties in which one party agrees to assign and transfer rights, title and interest in an Intellectual Property to another party.
Background Intellectual Property	Any Intellectual Property owned by an Employee or Student independently or Prior to the commencement of research and which is used in the course of performing the research.
Commissioned Work	Work created by a person specifically employed or commissioned by the University for that purpose.
Confidential Disclosure Agreement (CDA)	It is also known as a Confidentiality Agreement, Non-Disclosure Agreement or a Proprietary Information Agreement. The CDA is a legal contract governing the exchange of confidential or Proprietary Information between two or more parties for limited purposes whilst restricting access to such information by third parties. It is used when there is a need to avoid the loss of Patent right due to premature Public Disclosure.
Confidential Information	Information (includes research findings, Proprietary Information) received from a third party by an Employee or Student (or vice versa) under an expressed or implied commitment of confidence.
Conflict of commitment	An external activity that has the potential to reduce the attention, time and efforts devoted by an Employee to his/ her responsibilities at PIASS, and may <u>Impact negatively on the performance of his/ her assigned duties.</u>
Conflict of Interest	An overlap between an individual's professional obligations and his or her private interests. Such conflicts may not be unethical and do not constitute or imply any wrong-doing, but they may lead to actual misconduct when considerations of personal gain, influence or compromise an individual's judgment and actions in The performance of his or her primary responsibilities.
Consultancy	Professional advice offered by an expert in a particular discipline.
Copyright	(Copyrightable Works) Under Rwanda's copyright law, copyright subsists in "original works of authorship" which have been fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. These works include: a) Literary works such as books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies; b) Musical works including any accompanying words; c) Dramatic works, including any accompanying music; d) Pantomimes and choreographic works (if fixed, as in notation or videotape); e) Pictorial, graphic and sculptural works, including photographs, diagrams, sketches and integrated circuit masks; f) Motion pictures and other audiovisual works such as videotapes; g) Sound recordings and other works listed as protected by law.



Creator	A person, who discovers, invents, develops, designs, breeds, creates, authors or expresses an Intellectual Property.
Disclosure	Any non-confidential information about an invention or an idea made available to the public. It includes abstracts, journal articles, conference papers, printed and online publications, publicly available abstracts of funded grant proposals, open thesis defenses, presentations, poster sessions, etc.
Employee	A person who has a contract or an employment relationship with PIASS. It includes professional, academic, administrative, assistantships, full time, part time, paid, unpaid, support staff, students, etc.
Word / Term	Definition / Meaning
Exempted Scholarly	Copyrightable works which are artistic, academic, scholarly or instructional in
Work	nature. Such work reflects the author's creativity, research or scholarly ideas. Examples include theses and dissertations, journal articles, research proposals, textbooks, etc.
Industrial property	Includes Patents granted for inventions, trade secrets, geographic indications, industrial designs, etc.
Intellectual Property (IP)	The legal rights which result from intellectual activity in the industrial, scientific, literary and artistic fields. They include Inventions, trade secrets, copyrights, scientific works, industrial designs, trademarks, commercial names and designations, know how, Confidential Information, Tangible Research Property as well as other materials protected by law or specified by PIASS from time to time.
Intellectual Property Committee (IPC)	A Committee charged to perform specific functions with respect to Intellectual Property.
Intellectual Property Right(s)	An exclusive right granted to a person over the use of his/ her creation for a specified period.
Invention	Refers to any new and useful process, machine, manufacture, or composition of matter (e.g. life forms), or any new and useful improvement thereof, relating to creative works, research material and trade secrets. An invention can be made solely or jointly with others as co-inventors. To be recognized legally, a co-inventor must have conceived of an essential element of an invention or contributed substantially to the general concept, i.e. participated in the "inventive step".
Inventor	The Creator of Inventions / technological advancement.
Material Transfer Agreement (MTA)	A contract regulating the transfer of Tangible Research Materials between two or more organizations, when the recipient intends to use it for his or her own research purposes. The MTA describes the rights of the provider and the receiver pertaining to the materials and any derivatives.



Net Royalty / Net Income	All consideration, including but not limited to cash, royalties, equity and options received by PIASS from the sale, licensing, or other commercial transactions of an IP less all costs associated with the protection, licensing, distribution or commercial development of the particular Intellectual Property.
Non-equity royalties/incomes	Monetary income or revenue from commercialisation.
DIRECTORATE OF RESEARCH	Office of Research, Innovation and Development. This is the office responsible for the administration and management of PIASS's Intellectual Property and technology transfer processes.
Patent	A Patent grants an inventor the right to exclude all others from making, using, or selling the invention within a territory for a specified period of time. In Rwanda, the period of protection is 20 years. When a Patent application is filed, it is reviewed to ascertain if the invention is new, useful and non-obvious.
Public Disclosure	Any non-confidential information about an invention or an idea made available to the public. It includes abstracts, journal articles, conference papers, printed and online publications, publicly available abstracts of funded grant proposals, open thesis defenses, presentations, poster sessions, etc.
Proprietary Information	Sensitive non-public information which offers certain competitive advantage to an organisation. It includes formulas, trade secrets, software programmes, etc.
RID	Research, Innovation and Development
Word/ Term	Definition / Meaning
Student	A part-time or full-time Student enrolled in an undergraduate or post graduate programme at PIASS.
Spin off	An independent division of a company or organization established purposefully to





	commercialize a new technology.
Tangible Research Property	Tangible results from research activities including but not limited to software, data, biological materials, microorganisms, drawings, diagrams, prototypes.
University	Refers to Protestant Institute of Arts And Social Sciences and all affiliated institutions or organizations controlled by PIASS and / or governed by PIASS.
University Designated Signatory	A person authorized by PIASS to execute a binding document on its behalf.
Visitor	A person who is neither a Student nor an Employee of PIASS who engages in work at PIASS. This includes researchers, visiting professors, adjunct professors, volunteers, etc.
WIPO	World Intellectual Property Organization

### **Article 3: Applications and Scope**

This policy shall apply to all Employees and Students of PIASS. In the absence of any agreement to the contrary, this policy shall also apply to Visitors.

This policy pertains to two main categories of intellectual property:

- i. Industrial property;
- ii. Copyright and related rights.

### **Article 4: Policy Principles**

The following are the principles of PIASS's Intellectual Property Policy;

- 1) Ownership;
- 2) Intellectual Property Disclosure;
- 3) Evaluation;
- 4) Intellectual Property Protection;
- 5) Commercialization and Licensing;
- 6) Assignment of Intellectual Property Right;
- 7) Royalty Distribution;
- 8) Confidentiality;
- 9) Consultancy;
- 10) Conflict of Interest and Commitment;
- 11) Ownership of Data;
- 12) Intellectual Property Committee
- 13) Dispute Resolution;
- 14) Policy Implementation, Administration and Management
- 15) Monitoring and Evaluation





## **Article 5: Ownership**

### **a. Creator Owned Intellectual Property**

An Employee shall retain ownership rights to any IP created when:



The IP is created without a significant use of PIASS's resources;

- i. IP is not subject to a sponsored research or any other agreement that requires ownership to reside in a third party.

Employees may use Creator-owned IP in their research at PIASS. They are however required to provide evidence of ownership of such works and formally notify DIRECTORATE OF RESEARCH before use.

**b. University Owned Intellectual Property**

PIASS, in accordance with general law principles, is the owner of IP created by its Employees in the course of their employment.

- i. PIASS shall own any IP made, discovered or created with significant use of PIASS's resources. A significant use of University resources is said to occur where the Intellectual Property is created with the use of University-administered funds, University facilities, equipment, resources, time, office space, personnel, administrative support, etc.

An employee is required to disclose any IP which bears resemblance to a specific research project to PIASS, together with an explanation that the IP did not arise through the significant use of University resources.

- ii. PIASS shall own any IP (including Exempted Scholarly Work) resulting from a University Commissioned Work.

**c. Sponsored Research**

- i. Ownership of IP (including Exempted Scholarly Work) from research funded by a sponsor pursuant to a research or grant agreement, or which is subject to Confidentiality Disclosure Agreement, Material Transfer Agreement, or other legal obligation affecting ownership will be governed by the terms of the grant or agreement as approved by PIASS; or
- ii. Discussed in good faith by PIASS and sponsor and determined on a case by case basis; or
- iii. The IP would be owned by PIASS. PIASS may grant the sponsor a non-exclusive royalty-bearing license to the IP based on reasonable terms and conditions.
- iv. Where the Government provides funding for research purposes, ownership of any IP created would vest with PIASS. PIASS would grant the Government a non-exclusive royalty bearing license to the IP and may take steps to commercialize the IP where it is found to be of commercial value.

**d. Collaborative Research**

Ownership of IP emanating from collaboration between PIASS and another research institution or collaboration between an employee or student of PIASS and another institution; staff, student or employee of another institution would be:

- i. Determined based on specific terms in the collaborative research agreement; or
- ii. The IP would be owned by PIASS. PIASS will grant the collaborator a non- exclusive



royalty bearing license to the IP.

**e. Copyrights**

PIASS would be granted an automatic non-exclusive, royalty-free, non-transferable and irrevocable license on all copyrightable works created for its own academic purposes.

PIASS waives its claim to copyright in teaching materials, text books and research publications by an Employee. Individuals may publish these works for their own benefit.

**f. Student Work**

A Student will own copyright in thesis and dissertations and works derived from such works, subject to a royalty-free license to PIASS to reproduce and publish the work.

A Student shall own IP created in the course of their research or study at PIASS except in cases where

- i. The Student employed a significant use of PIASS's resources in relation to the research;
- ii. The Student received financial support from PIASS in the form of grants, etc. for the research;
- iii. The Student was commissioned to do the work;
- iv. The research is subject to contractual obligations of sponsors under a sponsored research agreement. As such sponsored Students are advised to check the terms of their sponsorship agreement.
- v. The Student conducts the research in collaboration with others in a way that leads to joint ownership.

**g. Visitors**

- i. A Visitor is required to disclose his/ her background IP that relates to work to be undertaken whilst at PIASS
- ii. A Visitor must declare any IP created at PIASS during his visit.

**Article 6: Intellectual Property Disclosure**

Disclosing Intellectual Property serves as an initial formal step to acquiring appropriate protection for one's Intellectual Property. Employees and Students are required to submit a disclosure of any innovative scientific discovery of potential economic value as soon as possible and prior to Public Disclosure.

Employees and Students must ensure that research findings and creations with market potential are not subjected to premature disclosure as this may jeopardize their protection and commercialization. Thus Employees and Students must avoid a Public Disclosure of the Intellectual Property until the end of the evaluation period and filing of protection. An IP may however be safely disclosed beyond PIASS under the terms of a Confidential Disclosure



Agreement.

Employees and Students are required to disclose any background Intellectual Property which would form part or be used in the creation of an Intellectual Property to DIRECTORATE OF RESEARCH.

#### **Article 7: Intellectual Property Protection**

PIASS will apply for protection of the IP where in its judgment, the IP is found to be of significant commercial potential. The costs associated with such protection will be borne by PIASS unless otherwise provided. PIASS would not pursue the protection of an IP where its successful commercial development is uncertain.

#### **Article 8: Assignment of Intellectual Property Rights**

PIASS may assign its exclusive rights to an IP to another person or organization for commercial returns. Where rights are assigned, an IP Assignment Agreement would be put in place in order to formalize the agreement between the two parties for the sale and purchase of the IP.

#### **Article 9: Royalty Distribution**

##### **Distribution of non-equity royalty/ net income**

Non-equity royalties or income from the commercialization of an IP or technology shall be maintained by PIASS until all direct and indirect costs related to the protection and / or commercialization of the Invention is reimbursed. Subsequently, the Net royalty / Net income would be distributed as follows;

- i. The inventor will receive forty percent (40%) of Net Royalties. Net Royalty / Net Income will be distributed equally among inventors where there is more than one inventor.
- ii. The remaining sixty percent (60%) would be allocated as follows:
  - Twenty-five percent (25%) to PIASS;
  - Fifteen percent (15%) for the support of research grants or fellowships;
  - Ten percent (10%) to the Inventor's College and its constituents;
  - Ten percent (10%) to an IP Fund to be established in support of IP protection, marketing and commercialization activities, etc.

Inventors/ Creators are personally responsible for complying with any tax and other obligations associated with the receipt of their share of Net Royalties or Net Income.



## **Article 10: Distribution of Equity**

PIASS may accept equity interests in lieu of monetary payments from a company following the utilization of IP owned by PIASS by the company. Upon receipt of equity, PIASS would allocate a share of the equity interest equal in value to the direct and indirect expenses borne by it in securing protection and in commercializing the IP in question. PIASS will allocate the equity interest, dividend income or proceeds from the sale of the equity in the same manner as stipulated in the allocation of non-equity revenue in section 4.7.1.

## **Article 11: Confidentiality**

All IP disclosures shall be considered confidential by PIASS. Researchers and the TDTC are responsible for informing all third parties of the confidential nature of information contained in a disclosure and any other documents that may be shared.

## **Article 12: Managing Confidential Information from External Researchers**

Where an Employee or Student receives Confidential Information from a different institution or researcher with regards to research being undertaken by the same at PIASS, there exists the possibility of the other institution imposing non-use and non-disclosure obligations on this information. The other institution may claim an ownership interest in inventions or any material arising from research conducted with this confidential information. For this reason, only representatives of PIASS would be authorized to endorse and sign CDAs from other institutions on behalf of PIASS.

In the case of sponsored research, any Confidential Information received by an Employee or Student will be governed by the terms of the applicable sponsored research agreement where such terms differ from the provisions of this policy.

## **Article 13: Consultancy**

Prior to the commencement of Consultancy works, written agreements would be reached between PIASS's Designated Signatory and the external party on the ownership of IP. IP may be owned by PIASS or determined on a case by case basis.

## **Article 14: Conflict of Interest and Commitment**

Commercialization activities that involve Employees or Students under this policy would be subjected to review of potential Conflict of Interest and commitment issues. An Employee undertaking consulting work with third parties must ensure that their consultancy agreements are not in conflict with the provisions of this policy.

## **Article 15: Ownership of Data**

Research data shall be jointly owned by PIASS and researcher(s) or determined on a case by case basis. Either party shall have a right to use the data for its research purposes. Sponsors of research may own the data collected for the purposes of the research. This notwithstanding, the researcher and PIASS shall have unrestricted access to the data, even when a project has ended. Collaborators would also have unrestricted access to all data obtained or collected through collaborative research activities. In spite of these provisions, entitlement to the ownership of primary data, software, and other products of research may vary, depending on the circumstances under which the research is conducted. As such, ownership of data would be specified in the



contract agreement to be signed by the two parties.

#### **Article 16: Intellectual Property Committee**

The Vice Chancellor shall appoint a nine-member Intellectual Property Committee comprising a Director at Directorate of Research, representatives from all Colleges, a legal, administrative and student representatives. The IPC may consult with others as it deems fit in the performance of its mandate. The IPC shall evaluate IP disclosures, recommend mechanisms for protecting Intellectual Property and perform other functions to promote the development and commercialization of PIASS's Intellectual Property. The Committee would also facilitate the mediation of disputes concerning Intellectual Property.

#### **Article 17: Dispute Resolution**

Any dispute or difference between the parties in connection with this policy shall be referred to mediation in the first instance and subsequently to arbitration under the Alternative Dispute Resolution Act 2010, Act 798. Any challenge to an arbitration award shall first be to Protestant Institute of Arts and Social Sciences Appeals Board and then to the High Court if necessary. This would be stipulated in the contract agreement to be signed between the two parties.

#### **Article 18: Policy Implementation, Administration and Management**

This policy as presently set forth, and as it may be amended from time to time, is binding on any Employee or Student who develops an IP during the course of employment or study at PIASS. The policy remains binding whether or not they cease to be an Employee or Student of PIASS.

- i. Directorate of Research is responsible for the enforcement, implementation, administration and management of PIASS's IP Policy.
- ii. Provosts, Deans and Directors are responsible for ensuring that Employees and Students within their units comply with provisions in this policy.
- iii. PIASS will develop guidelines and other relevant documents to facilitate the execution of this policy. The absence of these other documents shall not in any way nullify the applicability or enforceability of this policy in its current state or as may be amended from time to time.
- iv. This policy shall take effect immediately upon adoption by Protestant Institute of Arts And Social Sciences Council. Any amendment shall be effected in a similar manner.
- v. A breach of the Intellectual Property Policy shall be considered as a violation of University policy which may lead to an imposition of sanctions or disciplinary actions.

#### **Article 19: Monitoring and Evaluation**

A monitoring and evaluation framework will be developed and applied in the implementation of this policy. Monitoring would be done in order to assess the achievement of intended objectives, make decisions aimed at improving performance, and to measure accountability to all parties. The policy will be reviewed and evaluated during and after the time of its implementation to ensure that the intended results are achieved.



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Approved By PIASS Council at Huye on 25-5-2022

**Chairman of PIASS Council**