



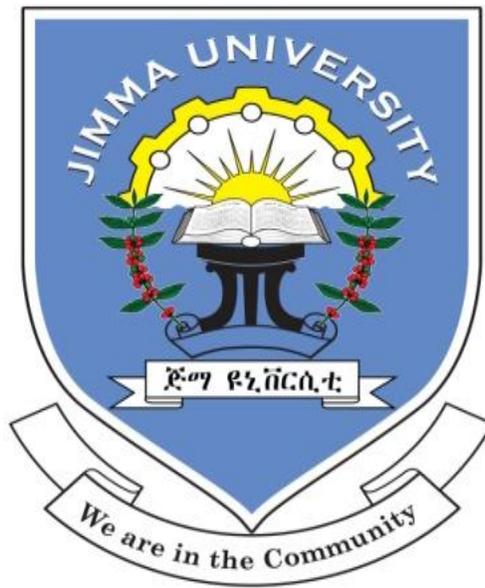
JIMMA UNIVERSITY
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GUIDELINES AND PROCEDURES
FOR
PUBLICATION AND EXTENSION

Approved by Jimma University Senate on its deliberation of February, 2013

***Office of Senior Director for Research, Community Based Education and
Graduate Studies***

JIMMA UNIVERSITY



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*Office of Senior Director for Research, Community Based Education
and Graduate Studies*

Guidelines and Procedures for Publication and Extension, Jimma University

February, 2013

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Preface

Jimma University is a public Universities established with the mandate to discharge teaching, research and services to the community. The university is always exerting its maximum effort to be the leading higher education institution in these mandate areas. The university has set out policy direction on Research, Community Based Education and Graduate Studies with the aim to create conducive policy environment to advance research, dissemination, community based education and grant and consultancy services. This publication and extension guidelines and procedures is crafted by the office Publication and Extension in discussion with Research team that comprises: The senior director for research, community based education and postgraduate studies, Office of Grant and Consultancy, Director of Community Based Education and Director of Postgraduate Studies. The guidelines and procedures for Publication and Extension has emanated from the policy document on Research, CBE and PGs which was endorsed by the senate of the university in August 2009. This guideline and procedure for publication and extension is formulated to guide Jimma University researchers on how to prepare terminal reports, articles and teaching materials, proper documentation of research outputs of the university, mechanism of research output dissemination, commercialization research outputs and dealing with authorship issues. We believe that, the staff will find this information valuable in dissemination of research outputs and other published materials. Colleges /Institutes, and the concerned office have to play their responsibility in monitoring the research outputs and other published materials according to these guidelines and procedures. We believe that, the guide line and procedure is dynamic in nature which should be ready to accommodate emerging and contemporary issue. The colleges/institutes has to take record of the difficulties they may face while implementing these procedures and guideline, so that in future they can be incorporated when the guidelines and procedures are revised. The Senior Directorate of Research, Community Based Education and Postgraduate Studies of Jimma University acknowledges the inputs from research and Ethical review board of the Colleges/Institutes and the senate at large during the preparation of the draft document and individuals who in one way or another contributed to the production of the final document. Their efforts are highly appreciated and we look forward for their continued support.

Berhanu Belay (Ph.D)

Senior Director for Research, Community Based Education and Post Graduate Studies

March, 2013

1. Introduction

Proper documentation of research outputs, teaching materials and policy briefs are a good indicators of the performance of the university in terms of research and publications. Several research projects have been conducted in JU. However, due to lack of proper documentation, the research work of JU has been invisible. This part of the guideline is prepared to improve the documentation and dissemination processes for research outputs and teaching materials. This should ensure that end users would have better access to these valuable outputs.

1. 1 Definitions

- i. Research outputs-** Research outputs include published articles in a peer reviewed journal **or** research reports of project(s), conference proceedings, policy briefs and bulletins.
- ii. Policy briefs-**Policy briefs are fliers which contain main results of a study which are free from technical terms and suited for managers, policy makers or community.
- iii. Teaching materials-** Teaching material includes lecture notes, text books and distance modules.
 - a. Lecture notes-** teaching material that covers at least 75% of the contents of the course shown in the curriculum and **50%** of the content of the lecture should be supported by local or national data (or data from neighbouring countries or other sources if local data is not available).
 - b. Modules-**Teaching materials prepared for learners at JU. They should contain clear learning objectives, overview of the sections, self-assessments and feedback. **50%** of the content of the module should be supported by local data (or data from neighbouring countries or other sources, if local data is not available).
 - c. Text book -** A text book is original, comprehensive, coherent, quality teaching material which is approved by external evaluator(s) in the field. More than **50%** of the content of the book should be supported by local research outputs.

1.2 Guidelines and procedures for the preparation and evaluation of articles/reports and teaching materials

1.2.1 Preparation and evaluation of articles, reports and policy briefs

- a. All JU researchers including graduate students shall prepare final reports/manuscripts from their research work. Staffs who receive funds from the JU shall prepare articles, terminal report and policy briefs for publication. Articles can be submitted to any peer reviewed journals anywhere in the world.
- b. The format for article and final report should be similar (**Annex-1**). However, articles can be prepared as per the guidelines of specific journals.
- c. Articles prepared for publication in JU journals will be peer reviewed by relevant professionals using the format indicated under **Annex-2**. However, each college may modify the annex based on their needs.
- d. Journal articles may have their own criteria to accept or reject an article. It is suggested that, articles which scored below 50% according to **Annex-2** shall be rejected.
- e. The editorial board (EB) in each college is responsible for processing articles for publication in JU journals. The role of the EB is described in **Section 1.4**.
- f. From the final report or Article a policy brief/flier should be prepared by the researchers so that managers and end users can benefit from the research output (**Annex-3**).

1.2.2 Guideline for preparation and evaluation of teaching materials

- a. Teaching materials can be prepared by one or more of JU staff. Staff/s who needs to prepare teaching material shall submit the proposal in five pages to the college Research and Ethics Review Board (RERB).
- b. The university is not obliged to give fund for teaching materials or books for authors who are not the employee of the university. However, if the book or teaching material is very useful for the university in terms of promotion and future income

generation and depending on the availability of fund, the university may give fund for external authors after approval of the senate/president.

- c. The RERB shall assess the need of the teaching material, availability of similar materials and the calibre of the academic staff.
- d. Lecture notes or modules can be prepared by Lecturers and above.
- e. To prepare books, academic/research staff shall have five or more years of experience of teaching in JU or similar institutions and relevant publications in the field.
- f. Teaching materials shall be prepared using guideline given in **Annex-4**.
- g. Lecture notes and modules will be approved by RERB of the college and/or external evaluator using indicators (**Annex-5**).
- h. Academic/research staff who prepared teaching material shall submit the document to RERB by soft or hard copy.
- i. Teaching materials which scored below 50% of the weight indicated in **Annexes 5-7** will be rejected.
- j. The time for reviewing and approval of teaching material should not be more than three months.

1.3 Payment system for teaching materials

1.3.1 Academic staffs that have approved teaching material will be given a certificate by the RERB. This certificate will be used for promotion and to get incentives from the university.

1.3.2 The staff will get honorarium of three thousand (3000) Birr for approved lecture notes, five thousand (5,000) Birr for text book or ten thousand (10, 000) Birr for reference book. For co-authors, the payment should be based on their contribution. Area of contribution is described in section 1.3.6.

1.3.3 Teaching material prepared for a specific course shall be paid based on credit hour and number of pages. A credit hour of a course is equivalent to a maximum of 100 pages and payment shall be 100 birr per page.

1.3.4 The staff will get payment for preparing Modules according to Senate Legislation.

1.3.5 Books and teaching materials sponsored by JU will be the property of the university. Profit sharing from the sale of printed book/lecture notes between the copyright owner (the university) and the authors shall be according to Intellectual Property Rule of the university (**Annex 11**).

1.3.6 Authors of teaching materials shall get merits based on their contribution. Authors shall get points based on five areas of contribution stated in Table 1. To be an author, he/she has to be involved in at least 3 activities.

Table 1 Contribution of authors of teaching materials based on major activities

Activity	Point	Remark
Conception	15	Only one person
Proposal development	20	
Local literature search for teaching materials	20	
Interpretation and compilation of local data for teaching materials	15	
Report writing (writing of the content of each chapter in teaching materials)	20	
Reviewing of the teaching materials	10	Those who participated in the report writing can't be reviewers

1.4 Roles and remuneration of the Editorial Board (EB)

- 1.4.1 Editorial board shall be strengthened or established in each college to manage journals hosted by the colleges.
- 1.4.2 The editorial board shall have seven members from different disciplines (associate professor and above) and the board shall be chaired by editor-in-chief. In case of shortage of human resources in some colleges, assistant professors can be the members of the EB.
- 1.4.3 The Editorial members are nominated by Research and Graduate Program coordinators and approved by the college Dean / Institute Director.
- 1.4.4 The terms of EB members will be four years based on performance and a member who is absent for 4 months shall be replaced by other member.
- 1.4.5 The duties and responsibilities of EB include: select appropriate reviewers or review scientific papers, edit all articles before publication, improve the quality of the journal, ensure the dissemination of published articles in collaboration with the college research, CBE and GP coordinators, and review best papers or scientific inventions for reward.
- 1.4.6 Each EB shall have editor-in-chief and associate editor-in-chief.
- 1.4.7 The roles of editor-in-chief includes: call and chair meetings, receive and register manuscripts for publication, decide to accept or reject manuscripts for further review, communicate with authors, create link with other sister journals nationally or internationally, ensure dissemination of published articles, improve the quality of the journal and report to the EB.
- 1.4.8 The associate editor-in-chief will support the editor-in-chief in all the activities and will substitute the editor-in-chief in his/her absence.
- 1.4.9 The EB will review the relevance of research articles to the Journal as per the guide line which will be published in JU journals.
- 1.4.10 The EB shall send the article to the relevant reviewers in JU or elsewhere. Comments from the reviewers shall be communicated to the authors timely.

- 1.4.11 Reviewing of articles should not be more than six weeks and the EB shall give final decisions within this time. The editor in chief shall send the article to the reviewer, if the reviewer is not sending the comments within two weeks the editor shall send for another reviewer.
- 1.4.12 The EB shall have horizontal communication with RERB in selection of best researchers and review of articles and should be owned by the college.
- 1.4.13 The EB shall submit accepted and edited articles to college research and graduate program coordinator for timely publication.
- 1.4.14 Each member of the EB shall be paid 500 Birr per month.
- 1.4.15 The EB shall meet twice monthly in regular basis and can have extraordinary meeting if needed.

1.5 Authorship

An “author” is generally considered to be someone who has made substantive intellectual contributions to a published study.

An author must take responsibility for at least one component of the work, should be able to identify who is responsible for each other component, and should ideally be confident in their co-authors’ ability and integrity.

To resolve the issue of quantity and quality of contribution that qualify for authorship, the following criteria shall be used (adopted from ICMJE (International Committee of Medical Journal Editors)).

- Authorship credit should be based on 1) substantial contributions to conception and design, acquisition of data, or analysis and interpretation of data; 2) drafting the article or revising it critically for important intellectual content; and 3) final approval of the version to be published. Authors should meet conditions 1, 2, and 3. Detailed numerical rating of these criteria is given in Table 2.
- When a large, multicenter group has conducted the work, the group should identify the individuals who accept direct responsibility for the manuscript. These individuals should fully meet the criteria for authorship/contributorship defined above. Depending on the

Journal publications policy, Editors may ask these individuals to complete journal-specific author and conflict-of-interest disclosure forms.

- Acquisition of funding, collection of data, or general supervision of the research group alone does not constitute authorship¹.
- All persons designated as authors should qualify for authorship, and all those who qualify should be listed.
- Each author should have participated sufficiently in the work to take public responsibility for appropriate portions of the content.

All contributors who do not meet the criteria for authorship should be listed in an acknowledgments section. Examples of those who might be acknowledged include a person who provided purely technical help, writing assistance, or Head of a department who provided only general support.

Table 2: Co-authorship scoring system

Activity	Description	Contribution	Point
Intellectual Input	Planning/ designing/ interpreting	No contribution	0
		One detailed discussion	5
		Several detailed discussions	10
		Ongoing correspondence or longer meetings	15
		Substantial liaison work	20
		Closest possible involvement	25
Practical Input: Data-Capture	Setting-up/ observing/ recording/ abstracting	No contribution	0
		Small contribution	5
		Moderate indirect contribution	10
		Moderate direct contribution	15
		Major indirect contribution	20
		Major direct contribution	25
Practical Input: Beyond Data	Data processing/ organizing	No contribution	0
		Minor or brief assistance	5

¹ Groups of persons who have contributed materially to the paper but whose contributions do not justify authorship may be listed under such headings as “clinical investigators” or “participating investigators,” and their function or contribution should be described—for example, “served as scientific advisors,” “critically reviewed the study proposal,” “collected data,” or “provided and cared for study patients.” Because readers may infer their endorsement of the data and conclusions, these persons must give written permission to be acknowledged.

Capture		Substantial or prolonged assistance	10
Specialized Input from Related Field		No contribution	0
		Brief or routine advice	5
		Specially-tailored assistance	10
		Whole basis of approach	15
Literary Input	(Contribution to first complete draft of manuscript)	No contribution	0
		Edited others' material	5
		Contributed small sections	10
		Contributed moderate proportion	15
		Contributed majority	20
		Contributed virtually all	25

Guidelines to resolve authorship issues

The following guidelines can be used to resolve authorship issue for collaborative research by postgraduate students and staff, and when two or more individuals are working together on a research project.

- a. Issues of authorship should be discussed before the submission of the research proposal, and should be a continuous dialogue throughout the research process.
- b. In the case of supervised research, the student will normally be the first author of any publications.
- c. A memorandum outlining the details of the agreement (Annex 8-9) will be sent to the office of coordinator for research and postgraduate studies of the college. This provides written documentation of the agreement that can be referred to later if necessary. It also allows for an impartial third party to review the agreement and determine if it is fair (**Annex-8-9**).

- d. The issue of authorship will be regularly reviewed throughout the course of the research. If the contributions of the parties involved should change then a new agreement may have to be negotiated and the new agreement shall replace the previous agreement.
- e. A meeting will be held before the finish of the initial draft of the manuscript for authorship and acknowledgements to be discussed with all those who have contributed to the work.
- f. The order of authors' names will normally depend on the extent to which they have contributed to the work, and the co-authorship scoring system (Table 2) can serve as a useful guide. Each author is awarded the highest realistic score in each category. Whoever achieves a total of 25 points obtains joint authorship in rank order of score. In the event of ties, "near misses" shall be considered; if none exists, alphabetical order will be used.
- g. There may be a need to adapt the guidelines to meet the specific requirements of the research. In this case, the need to have staff members' input clearly identified and should be recognized.
- h. Any disputes that cannot be resolved should be referred to the office of coordinator for research and postgraduate studies of the college/Institute or to senior director for Research, CBE and Postgraduate studies.

1.6 Value of Scientific publications

1.6.1 The values of scientific publications differ based on the types of published material as stipulated in senate legislation..

1.6.2 The value a publication for promotion is determined by the Senate legislation.

1.7 Guideline for documentation and archives at colleges and central office

1.7.1 Printing, distribution and documentation expert shall be employed at central level.

1.7.2 At central level web based record system shall be established. Academic staffs should update their curriculum vitae every six months using this system. For academic promotion requests, curriculum vitae generated from this web based record system shall only be used.

- 1.7.3 At college level, documentation shall be in the office of the coordinator (research and PG). Copies of any publication (articles, policy briefs, proceedings, etc) and final project reports shall be sent to the central office (soft copies by **Annex-1**) and library by the coordinator for Research and PG of the college/Institute.
- 1.7.4 At central office, soft copies of terminal reports, published articles and policy briefs shall be documented systematically (by college and disciplines).
- 1.7.5 At central office, abstracts shall be documented in hard copies systematically by disciplines.
- 1.7.6 The PIs shall be responsible to display his article to the public and submit his published work from JU journals or other peer-reviewed journals to the college research and GP coordinator.
- 1.7.8 The college shall submit abstracts of current and past research activities to central office using **Annex-10**.
- 1.7.9 The documentation section will archive reports in shelf using thematic areas/disciplines.
- 1.7.10 Full papers, abstracts, and reports shall be posted in the web pages of each journal and shall be published in each college. The articles can be accessed freely only for non-commercial activities.

1.8 Research Award and incentives

- 1.8.1 Publication should be one of the major criteria to award best researchers (**Annex-15 of the approved Guidelines and Procedures for Research, March 2012**).
- 1.8.2 Each year, best researchers shall be awarded in the Annual Research Conference (**Annex-16 of the approved Guidelines and Procedures for Research**).

1.9 Intellectual property right

Background Laws to protect intellectual property has two main reasons. One is to give statutory expression to the moral and economic rights of creators in their creations and to the rights of the public in accessing those creations. The second is to promote creativity, and the dissemination and application of its results, and to encourage fair trade, which would contribute to economic and social development.

The term intellectual property refers broadly to the creations of the human mind. Intellectual property rights protect the interests of creators by giving them property rights over their creations. Intellectual property relates to items of information or knowledge, which can be incorporated in tangible objects at the same time in an unlimited number of copies at different locations anywhere in the world. The property is not in those copies but in the information or knowledge reflected in them. Intellectual property rights are also characterized by certain limitations, such as limited duration in the case of copyright and patents. An Intellectual Property Rule of JU is stated in **Annex-11**.

1.9.1 Copyright

Copyrights relates to artistic creations, such as books, music, paintings and sculptures, films and technology-based works such as computer programs and electronic databases. The expression **copyright** refers to the main act which, in respect of literary and artistic creations, may be made only by the author or with his authorization.

1.9.1.1 Copyright law protects only the **form of expression** of ideas, not the ideas themselves. The creativity protected by copyright law is creativity in the choice and arrangement of words, musical notes, colors and shapes. So copyright law protects the owner of property rights against those who copy or otherwise take and use the form in which the original work was expressed by the author. Thus, the legal protection of literary and artistic works under copyright prevents only unauthorized use of the *expressions* of ideas.

1.9.1.2 The author of an original work has the right to prevent other persons from copying or otherwise using his work. So a created work is considered protected

as soon as it exists, and a public register of copyright protected works is not necessary.

1.9.1.3 The owner of copyright in a protected work is normally exclusive rights to authorize a third party to use the work, subject to the legally recognized rights and interests of others.

1.9.1.4 The owner of copyright has two types of rights

- a) Economic rights that allows the rights owner to derive financial reward from the use of his works by others.
- b) Moral rights that allows the author to take certain actions to preserve the personal link between himself and the work.

1.9.1.5 The owner of copyright has the right to authorize or prevent certain acts in relation to a work. The rights owner of a work can **prohibit or authorize**: the reproduction in various forms (such as printed publications or sound recordings), the distribution of copies; the public performance; the broadcasting or other communication to the public; its translation into other languages; its adaptation, such as a novel into a screenplay.

- a) The owner of copyright has the right to prevent others from making copies of his works (e.g. the reproduction of books by a publisher) without his authorization.
- b) Translation and adaptation rights: Translation means the expression of a work in a language other than that of the original version. Adaptation is generally understood as the modification of a work to create another work, for example adapting a novel to make a film; or the modification of a work for different conditions of exploitation, e.g., by adapting a textbook originally written for university students to make it suitable for a lower level. Translating or adapting a work protected by copyright requires authorization from the copyrights owner.

c) Translations and adaptations are themselves works protected by copyright. In order to publish a translation or adaptation, authorization must be obtained both from the owner of the copyright in the original work and from the owner of copyright in the translation or adaptation.

1.9.1.6 JU owns copyright of the reference books, text books, distance modules that are sponsored by the university. Authors should sign contractual agreement in preparing teaching materials and should agree copyright transfer agreement to the university.

1.9.1.7 JU owns copyright of the articles published within JU hosted journals. Authors of Accepted manuscripts for publication in JU hosted journal shall sign Copyright Transfer Agreement (**Annex-12**).

1.9.1.10 The net earnings from commercialization of copyright protected print material such as books and other publications shall be shared according to Article 13 of Jimma University Intellectual Property Rule (**Annex 11**).

1.9.2 Patent

Definition- A patent is an exclusive right granted for an **invention**, which is a **product** or a **process** that provides, in general, a new way of doing something, or offers a new **technical solution** to a problem.

The term **patent** usually refers to a right granted to anyone who invents or discovers any new and useful process, research outputs, machine, article of manufacture, or composition of matter, or any new and useful improvement thereof. Patent is not a right to practice or use the invention. Rather, a patent provides the right to *exclude others* from making, using, selling, offering for sale, or importing the patented invention for the term of the patent, which is usually 20 years from the filing date subject to the payment of maintenance fees.

Background

Patent System in Ethiopia

Ethiopia is in the process of formulating a national science, technology and innovation policy. Creation of a development oriented intellectual property system is a core element of the policy. A national System of Innovation Approach is adopted in the formulation of the policy. A national system of innovation approach is based on the interaction among the actors in the system:

- Universities
- Research Institutions
- Enterprises

Universities and research organizations are generators of knowledge while enterprises are mainly knowledge users.

Legal Framework in Ethiopia-The Constitution of 1994 described that everyone has the right to own property. Property includes both tangible and intangible property owned by individuals, organizations and communities (Article 44). The Federal government shall patent inventions and protect Copyrights {Article 51(19)}.

Inventions may be defined in a non-legal sense as new solutions to technical problems. These new solutions are **ideas**, and are protected as such; protection of inventions under patent law does not require that the invention be represented in a physical embodiment. The protection accorded to inventors is, therefore, protection against any use of the invention without the authorization of the owner. Even a person, who later makes the same invention independently, without copying or even being aware of the first inventor's work, must obtain authorization before he can exploit it.

Protection for inventions gives a monopoly right to exploit an idea; such protection is short in duration- usually about 20 years. The fact that the invention is protected must also be made known to the public. There must be an official notification that a specific, fully described

invention is the property of a specific owner for a fixed number of years; in other words, the protected invention must be disclosed publicly in an official register.

1.9.2.1 Patent and technology transfer expert shall be assigned under Publication and Extension office. The role of patent and technology expert are:

- a) In collaboration with EB, evaluating inventions and discoveries for patentability (**Annex-13**), as well as scientific merit and practical application, and requesting the filing and prosecution of patent applications.
- b) Negotiating licenses option agreements with other parties concerning patent and or analogous property rights held by the university.
- c) Directing and arranging for the collection and appropriate distribution of royalties and fees.
- d) Monitor post agreement administration of the innovation
- e) Develops guidelines /protocol for royalty benefits for the innovator and the university

In order to be patentable, the invention must fulfill certain conditions: An invention must, in general, fulfill the following conditions to be protected by a patent.

- a) It must be of practical use
- b) It must show an element of novelty, that is, some new characteristic which is not known in the body of existing knowledge in its technical field. This body of existing knowledge is called "prior art".
- c) The invention must show an inventive step which could not be deduced by a person with average knowledge of the technical field.
- d) Its subject matter must be accepted as "patentable" under law. For example scientific theories, mathematical methods, plant or animal varieties, discoveries of natural substances, commercial methods, or methods for medical treatment (as opposed to medical products) are not patentable. (**Annex-13**)

Inventions/discoveries which are sponsored by the university will be owned by the university.

All academic/research staff shall sign New Invention Agreement with the university (**Annex-14**).

Those individuals who have so agreed to assign inventions and patents shall promptly report and fully disclose the conception and/or reduction to practice of potentially patentable inventions to the college research, CBE and graduate program coordinator.

- 3.9.2.1 New inventions/discoveries shall be examined by EB (**Annex-13**). Patent and technology transfer officer will be the secretary of the EB for all meetings where the board discusses patent, innovation and technology transfer.
- 3.9.2.2 The patent application generally should contain the title of the invention, as well as an indication of its technical field; it must include the background and a description of the invention, in clear language and enough detail that an individual with an average understanding of the field could use or reproduce the invention. Such descriptions are usually accompanied by visual materials such as drawings, plans, or diagrams to better describe the invention. The application also contains various "claims", that is, information which determines the extent of protection granted by the patent.
- 3.9.2.3 The Patent office in JU shall file the patent application to the national patent office and follow up to obtain patent certificate.
- 3.9.2.4 A patent is granted by a national patent office (Ministry of Science and Technology); a patent registered in national patent office can also be applied for registration by a regional office that does the work for a number of countries, such as the European Patent Office and the African Regional Intellectual Property Organization. Under such regional systems, an applicant requests protection for the invention in one or more countries, and each country decides as to whether to offer patent protection within its borders. An applicant seeking protection may file one application and request protection in as many signatory states as needed.
- 3.9.2.5 A patent application should be filed before publicly disclosing the details of the invention. In general, any invention which is made public before an application is filed would be considered prior art (any information which has been made available to the public anywhere in the world by written or oral disclosure).

- 3.9.2.6 If it is inevitable to disclose the invention to, for example, a potential investor or a business partner, before filing a patent application, such a disclosure should be accompanied by a confidentiality agreement.
- 3.9.2.7 The university, as owner of the patent, encourages commercial or product development by licensing the patent to industrial companies.
- 3.9.2.8 The companies are required to develop and market the invention (**Annex-15**).
- 3.9.2.9 The university has the right to decide who may - or may not - use the patented invention for the period in which the invention is protected. The university may give permission to, or license, other parties to use the invention on mutually agreed terms (**Annex-15**). The owner may **also sell the** right to the invention to someone else, who will then become the new owner of the patent.
- 3.9.2.10 Royalty income generated from licensing a patent shall be shared between inventors and the university, and first consideration for use of the university's share is to support university research
- 3.9.2.11 The net earnings from commercialization of a patented material shall be shared according to Article 13 of Jimma University Intellectual Property Rule (**Annex 11**).
- 3.9.2.12 The royalty income of the innovator(s) will be given to him/her after approval of the president of the university.

1.9.3 Technology Transfer of Non-Patentable (Utility level) Products

- 1.9.3.1 Non-patentable products shall be delivered to sectoral offices after demonstration of the functions and presentation of the innovations to the relevant stakeholders. The product shall be verified with the local sector in natural setting. Then, it will be handed over to the relevant ministerial offices for wider dissemination.
- 1.9.3.2 Manuals, brochures and flyers explaining the use of the innovation (technology) shall be distributed to the end users.
- 1.9.3.3 Technology transfer agreement shall be made between JU and sectoral public office (**Annex-16**). If the technology is transferred to a private institution (commercial

entity), the technology transfer agreement shall be made between the private institute and Patent and technology transfer office of JU (**Annex-17**).

1.9.4 Guideline for technology transfer of Non-Patentable (Utility level) Products

- a New inventions/discoveries shall be examined by EB (**Annex-13**). If the board decides the invention is not patentable but recommended that the technology may find application in public sectoral offices, technology transfer permit shall be given for the non-patentable invention.
- b The inventor(s) should prepare a manual, broacher or flier that details out how the technology can be used by a low skilled user.
- c The inventor(s) should give presentation and demonstration on how to use the technology by end users.
- d EB of the college approves the suitability of the technology with the local sector (natural settings).
- e The inventor(s) of the technology will be given a certificate by EB equivalent to the merit of the invention and the certificate can be used for academic promotion according to Senate legislation.
- f Patent and innovative officer of JU shall be responsible for delivery of the verified technology to sectoral offices (Ministries). The sectoral offices (Ministries) shall take the responsibility of wider dissemination of the technology to end users. Patent and Innovative office of JU and the sectoral office shall sign Technology transfer Agreement in order to effect the process of technology transfer (**Annex-16**).
- g Patent and innovative officer of JU is responsible to look for potential buyers for innovations through negotiation and make Technology Transfer Agreement with private companies (**Annex-17**).

Annexes

Annex-1: Guideline for report writing/article preparation or terminal report

The report which will be published in JU journals shall contain the following in the order given. However, articles published elsewhere shall follow the rules of the specific journal.

A. Title page

This should list the title of the article. The title should include the study design (shall be modified based on the needs of the college)

E.g. Predictors of defaulting from completion of childhood immunization in Wonago District-
Case control study

The full names, institutional addresses, and e-mail addresses for all authors must be included on the title page. The corresponding author should also be indicated.

B. Abstract

The abstract of the manuscript should not exceed 350 words and must be structured into Background, methods, results, and conclusion. The structured abstract can be merged if necessary

C. Background/Introduction

The background section should contain the magnitude of the problem, relevant literatures, rationale of doing the study (gap to be filled) and the objectives or hypothesis to be tested.

D. Materials and Methods

This should include the materials used for the study, study area, design of the study, the study participants (sample size and procedures of sampling), the data collection procedures, data entry, data analysis and interpretation, operational definitions, and ethical issues if necessary

E. Results

The Results of statistical analysis should include, where appropriate, relative and absolute risks or risk reductions, and confidence intervals. The results may also be broken into subsections with short, informative headings.

F. Discussion

The discussion shall include comparison of findings with relevant literatures, logical explanation of unusual findings, weakness and strength of the study

Conclusions

This should state clearly the main conclusions of the research and give a clear explanation of their importance and relevance. Summary illustrations may be included.

G. List of abbreviations

Abbreviations should be stated in the text.

H. Competing interests

Authors should disclose any financial competing interests but also any non-financial competing interests that may cause them embarrassment were they to become public after the publication of the manuscript. Authors are required to complete a declaration of competing interests.

I. Authors' contributions

In order to give appropriate credit to each author of a paper, the individual contributions of authors to the manuscript should be specified in this section. Contributions of authors is given in no.6

J. Acknowledgements

Major contributors and funding agencies shall be acknowledged.

References

All references must be numbered consecutively, in square brackets, in the order in which they are cited in the text. Only articles and abstracts that have been published or are in press, or are available through public e-print/preprint servers, may be cited; unpublished abstracts, unpublished data and personal communications should not be included in the reference list, but may be included in the text. Notes/footnotes are not allowed. Names of authors shall be written based on Vancouver style. All authors' names and initials should be listed when 6 or fewer, but if they are more than six, list the first three followed by “et al.”

Example: Hart CA, Kariuki S. Antimicrobial resistance in developing countries. *Br Med J* 1998; 317: 647-50.

Reference to a BOOK should contain the name(s) of the author(s), year of publication, full title, name of editor(s) and edition, if applicable, chapter, name and domicile of publishers, first and last page numbers:

Example: Park MM. Innervation of the intraocular muscle. In: Duane TD, Jaeger EA, eds. *Clinical Ophthalmology*. 2nd ed. Philadelphia, Lippincot Co, 1988: 1-5.

Ethiopian names should be referred to in accordance with national usage, e.g. Abebe Tesfaye as AbebeTsfaye, but will be cross-referred in index to as Tesfaye A.

K. Annex

Tables and graphs shall be provided in the annex. Tables should be numbered sequentially.

Annex-2: Guideline to review Articles

Research Articles shall be reviewed and decision made based on the following points

Area to be evaluated	Point given (%)
Relevance and need based -is the paper relevant and need based?(need based and relevance can be checked from research agenda of the university and letters from stakeholders)	15(if the topic is not relevant, it will be rejected)
Title -Is the title self explanatory and clearly shows the objective of the project the study design, authors and their affiliation	10%
Background -Do the authors show the gaps clearly? Was the objective/hypothesis/research questions clearly stated?	15%
Methods: ✓ Was the study areas and periods clearly described? ✓ Was the study design stated? Does the study design address the research questions/ ✓ Study participants (sample, sampling and inclusion and exclusion criteria) addressed? ✓ Data collection procedure well stated? Source of data appropriate for the research questions? ✓ Do the authors use appropriate statistical software and technique? ✓ Ethical consideration (research on human) - informed consent present,	30%

risk and benefits well described, right to withdraw stated?	
Results -Do the authors use appropriate statistical analysis and interpretation? Are Tables and graphs appropriate? Was the language clear?	15%
Discussions -Do the authors compare their findings with other literatures? Do they give relevant conclusion and recommendations?	15%
Decision: Approved, Approved with major modification, approve with minor modification², rejected¹	<50% -reject 50-75- major modification; above 75- minor modification

Comments for accepted or rejected manuscripts (reviewers shall use more pages):

Title: _____

Introduction: _____

Methods: _____

Results _____

Discussion, conclusions and recommendation _____

² Comments for accepted manuscripts shall be given in each thematic area. Reasons of rejection of the articles shall be given in detail using the thematic areas.

Annex-3: Guideline for Policy Briefs

Policy briefs shall be prepared in local/national/English language. The following format should be used

Title of the study and investigators: The title should be simple and understandable by the end users

Background: Statement why the study was conducted/the gaps should be stated

Material and Methods (optional) - The study area, period and the participants of the study should be stated

Results-major findings with no technical terms should be given

Conclusion and the way forward- Implication of the findings and the way forwarded should be given in brief.

Annex-4: Guideline for preparing teaching materials

The proposal for the teaching material shall contain the following points:

Title page

The title page should be self explanatory. The names and rank of the authors should be given

Summary

The authors should give summary of the intended teaching material (why it is necessary, what will be the content of the material).

Background

In this section, the author should describe the available similar works elsewhere/originality of the work and justify why the teaching material is needed?

Contents and objectives of the material

In this section, the author shall describe the objectives and content of each chapter. The content of the material in each chapter should be described in brief

Time frame of the material development

Detail schedule for preparation of the material should be described.

Budget required

The necessary budget shall be described with justification.

Annex-5: Guideline to evaluate lecture notes

Title of teaching material _____

Author/s _____ College _____

Criteria	Point (%)
Originality(uniqueness) and relevance	20%(irrelevant materials will be rejected)
Coverage of the course in the curriculum	20%
Richness of the content	20%
Ease of presentation	10%
Use of local data and up to date	10%
Coherence and completeness	10%
Appropriateness of examples	5%
Use of appropriate citation/references	5%
Decision: Approved, Approved with major modification, accept with minor modification, reject	<50% reject; 50-75-major modification;>75 minor modification

Comments for accepted or rejected lecture notes (reviewers can use more pages):

Title: _____

*Originality*_____

*Approach of the teaching materials (Objective and outlines clearly stated for each chapter*_____

*Richness of the content of the material (each chapter):*_____

Coherence and completeness: _____

*Use of appropriate examples using local data*_____

*Discussion, conclusions and recommendation*_____

Annex-6: Guideline to evaluate Text books

Title of book _____

Author/s _____ College _____

Criteria	Point (%)
Originality and relevance	20% (irrelevant materials will be rejected)
Coverage of the subject and depth of coverage	20%
Richness of the content	20%
Presence of multiple authors/editors	5%
Ease of presentation	10%
Use of local data and up to date	10%
Coherence and completeness	5%
Appropriateness of examples, exercises and solutions	5%
Use of appropriate citation/references	5%
Decision: Approved, Approved with recommendation, reject	<50% reject; 50-75-major modification;>75 minor modification

Comments for accepted or rejected text books (reviewers shall use more pages):

Title: _____

Originality _____

Approach of the teaching materials (Objective and outlines clearly stated for each chapter) _____

Richness of the content of the material (each chapter): _____

Coherence and completeness: _____

Use of appropriate examples using local data _____

Discussion, conclusions and recommendation _____

Annex-7: Guideline to evaluate Distance learning modules

Title of DLM_____

Author/s_____ College_____

Criteria	Point (%)
Originality and relevance	10% (irrelevant materials will be rejected)
Coverage of the course in the curriculum	15%
Richness of the content	20%
Methodology (Learning objectives, overviews of sections, clarity of examples and activities, language)	20%
Use of local data and up to date	10%
Coherence and completeness	10%
Appropriateness of examples	10%
Use of appropriate citation/references	5%
Decision: Approved, Approved with recommendation, reject	<50% reject; 50-75-major modification;>75 minor modification

Comments for accepted or rejected distance modules (reviewers shall use more pages):

Title: _____

Originality_____

Approach of the teaching materials (Objective and outlines clearly stated for each chapter)_____

Richness of the content of the material (each chapter):_____

Coherence and completeness: _____

Use of appropriate examples using local data_____

Discussion, conclusions and recommendation_____

Annex-8: Co-authorship Agreement Form – Between postgraduate student and Supervisor

Co-authorship Agreement Form

Submitted to Coordinator for Research and Postgraduate studies of _____
College / Institute

First Agreement Date _____

Revised Agreement 1 Date _____

Revised Agreement 2 Date _____

Revised Agreement 3 Date _____

Subject: Our agreement on joint publishing

This is to record that *[supervisor's name]* and *[student's name]* have arrived at the following agreement on joint publishing from the research project:

[Insert details]

Possible refereed journals as outlets for publications arising from this research include:

- 1.
- 2.
- 3.

Name of supervisor _____ Sign. _____

Name of Postgraduate Student _____ Sign. _____

Annex-9: Co-authorship Agreement Form – Between individuals who are working together on a research project.

Co-authorship Agreement Form

Submitted to Coordinator for Research and Postgraduate studies of _____
College / Institute

First Agreement Date _____

Revised Agreement 1 Date _____

Revised Agreement 2 Date _____

Revised Agreement 3 Date _____

Subject: Our agreement on joint publishing

This is to record that we under signed have arrived at the following agreement on joint publishing from the research project _____ (*Title of the research Project*)

[Insert details, list the tasks assigned to each member]

Accordingly, we have agreed the following sequence of authorship in publication to emanate from this project as follows:

1st Author _____
2nd author _____
3rd Author _____

Last Author _____

Possible refereed journals as outlets for publications arising from this research include:

1. _____
2. _____
3. _____

_____ <i>Principal investigator Name</i> _____	Sign. _____
_____ <i>Co-investigator 1 Name</i> _____	Sign. _____
_____ <i>Co-investigator 2 Name</i> _____	Sign. _____
_____ <i>Co-investigator 3 Name</i> _____	Sign. _____

Annex-10: Guideline for abstract submission for archive

Abstract should be sent to the publication and extension office from all colleges using the following format. The abstract should not be more than one page.

Title: precise title

Investigators and their affiliation: Investigators in order of their contribution, their department, college and qualification

Name of Journal (if published)—Year, volume, page number

Background- clear background about the study (Gaps, justifications of doing)

Objective- Clear objective in one or two lines

Material and Methods- The study area, design, study subjects, procedures of doing the study and data analysis

Results- Major findings of the study

Conclusion and recommendation- Implication of the study for decision making

Annex-11: Jimma University Intellectual Property Rules

WHEREAS promoting, preserving, encouraging and supporting scientific investigation and research is one of the core missions and visions of the university.

WHEREAS providing an organizational structure and procedures through which inventions, innovations and creative works made in the course of university research may be made readily available to the public through channels of commerce is one of the objectives of the university ;

WHEREAS establishing standards for determining the rights and obligations of the university, creators of intellectual property and the sponsors with respect to inventions, discoveries and works created at the university would make intellectual works accessible to the public ;

WHEREAS enhancing the reputation of the university as an academic research institution and a member of society by pursuing the highest ideals of scholarship and teaching and by conferring the benefits of that scholarship and teaching on the university community and society is an integral part of the CBE (CBE).

NOWTHEREFORE based on its broad discretion and consistent with its overall mission, to encourage, assist and reasonably attempt to provide mutually beneficial rewards to the university and members of the university community who transfer university intellectual property to the public through commercial channels under this Rule, it is hereby proclaimed as follows ;

PART ONE

GENERAL PROVISIONS

1. Short Title

This rule may be cited as "Intellectual property rule of Jimma University"

2. Definition

In this rule unless the context otherwise requires,

1. "Assignment" means the transfer of rights and title in Intellectual Property by a written instrument with the result that the assignee is vested with rights of ownership.

2. "Confidentiality agreement" is an agreement entered into between disclosing and recipient parties in which the parties agree that certain types of information that pass from one party to the other shall not be misused and will remain secret.
3. "Conflict of interest" means a situation in which the researcher has competing interests and due to his/her position or authority may influence or make decisions that lead to any form of financial or personal gain for him/her self or for his/her family.
4. "Contract" means a legally binding mutual agreement between the university and the inventor/creator or among the creators, the university and the sponsor in which an exchange of value (consideration) occurs, and which obligates each party to certain duties covering this exchange.
5. "Copyright" means an economic right subsisting in a work and where appropriate includes moral right of an author.
6. "Industrial design" means any composition of lines or colors or any three dimensional form whether or not associated with lines or colors provided that such composition or form gives a special appearance to a product of industry or handicraft and can serve as a pattern for a product of industry or handicraft.
7. "Intellectual property" means the legal rights which result from intellectual activity in the industrial, scientific, literary and artistic fields.
8. "Inventor" means one who makes a creative contribution to the inventive thought or to the final result of an invention.
9. "Invention" means an idea of an inventor, which permits in practice the solution to a specific problem in the field of technology.
10. "License agreement" means a contract which awards to a party other than the Owner (s) of the Intellectual Property the right to make, use, sell or import products or services based on the permission of the owner of Intellectual Property.
11. "Material" includes cell lines, cultures, plasmids, nucleotides, proteins, bacteria, transgenic animals, pharmaceuticals, chemicals, and other proprietary physical materials.

12. "Material transfer agreement" means a contract governing the exchange of tangible research materials between academic, organizations, for the use of the material by the recipient own research purposes.
13. "Non financial resource" means properties of the university already in use by the staffs of the university like computer, printer, photocopier, fax machine, tables and others, but not include those non durable properties.
14. "Patent" means the title granted to protect inventions covered by the patent; the invention may relate to a product or a process grant.
15. "Royalty" means compensation for rights in Intellectual Property and is usually expressed as a percentage of revenue received by the licensee from sales of a product.
16. "EPO" means the Extension and Publication Office of Jimma University.
17. "Utility model" means an incremental minor invention, which is fit for practical use.
18. "Utility model certificate" means a certificate issued to a minor inventor, which is fit for practical use.

3. Scope of the Rule

1. This rule shall be applicable on all intellectual property rights relating to patent, utility model, and copyright in literary, artistic and scientific works.
2. This rule governs academic and administrative staffs, students, research and post-doctoral fellows as well as non-employees such as visiting faculty members, affiliate and adjunct faculty, industrial personnel, who participate in research projects at the university in various capacities.

PART TWO

OWNERSHIP OF INTELLECTUAL PROPERTY

4- Ownership of Intellectual Property

1. Unless otherwise agreed in writing, the university owns all intellectual property rights created, invented or designed by a member of staff, guest researcher or a student in the course of his/her employment or in discharging his/her responsibilities.
2. Ownership of intellectual property arising from an agreement between the university, the sponsor and the creator shall be governed by the terms of the agreement. In the absence of specific agreement relating to ownership, the university shall own the intellectual property.
3. Intellectual property developed without substantial use of university's resources and without university or other external sponsorship shall be owned by the inventor only.
4. Intellectual property created by a student for the purpose of satisfying course requirement shall be owned by the university.
5. Required texts and instructional materials prepared by a university staff member for use in university courses shall be provided royalty free to students.
6. Notwithstanding the provisions of this article granting ownership rights on intellectual property to the creator, the latter may, upon mutual agreement, assign intellectual property he or she would otherwise own under this rule to the university to be managed by the university unit responsible for the management of intellectual property
7. Where the intellectual property subject to ownership by the creator arises from the works of more than one person, the work shall be owned jointly.
8. Ownership Determination

The Extension and Publication office EPO shall have the power to determine upon review of the disclosure document whether the intellectual Property created falls within the scope of university ownership or upon the creator or the sponsor.

5. Research Agreement

1. Any research or consultancy work by a staff member or a student with the use of financial support from the university or support or funding from outside source awarded to or administered by the university shall be conducted pursuant to the terms of the research agreement concluded between the university and concerned parties.
2. The research agreement pertaining to the sponsored research shall describe terms such as the research to be done, the period of the research, type and level of support being provided, ownership, and publication.
3. The agreement should state the ownership of equipments purchased under a company funded research or donated by the collaborating company at the completion of the project.
4. Where the agreement is defective or in default 'of any provision specifying the ownership of equipments at the completion of the project the university shall own the equipments.
5. Any research or consultancy work by a staff member or a student with the substantial use of university time, facilities, materials or other resources provided by or through the university is deemed to have been conducted with the acceptance of the terms of this rule with regard to the ownership of intellectual property rights arising from substantial use of university resource and income distribution.
6. All agreements involving intellectual property rights of the university shall be signed by the university Extension and publication Director.

PART THREE

RIGHTS AND OBLIGATIONS OF THE INVENTOR-AND EPO

6. Obligations of EPO

The EPO shall,

1. Report to research sponsors as required by research and licensing agreements, as well as applicable laws and regulations.

2. Solicit and process the licensing and marketing of intellectual property the university owns.
3. Properly prepare and submit patent application to the appropriate body in a reasonable time.
4. Provide legal support, as it deems necessary and desirable to defend and protect the interests of the university and creators of the intellectual property against third party claims or unauthorized use.
5. Encourage the industrial development of inventions and technology that result from the institution's research, and seek to facilitate the transfer of such technology for the use and benefit of the public.
6. Share royalties and other income derived from commercialization and other transfers of technology of university intellectual property with the inventors within the time specified in the guideline it issues with approval of the university intellectual property committee.
7. In a timely manner, return to the creator/inventor the work of creation/invention which the EPO cannot or decides not to patent and/or license.
8. Provide a process for resolution of disputes that arise between or among the university, sponsors and creators regarding intellectual property.
9. Ensure that the use of the name and insignia of the university in association with the institution is accurate and appropriate.
10. In case the university does not intend to patent or commercialize an invention, it shall facilitate, upon request, to assign to the inventor the rights in the invention, subject only to sponsorship restrictions, and notify in writing of the assignment of the rights.

7. Rights of Creators or Inventors

1. The creator or inventor has the right to get part of the income derived from intellectual property of his work, as per part seven of this rule.
2. Nothing in this Rule shall limit or restrict the right of university faculty, staff or students to publish results of their research, subject to reasonable delays to preserve patent or other intellectual property rights.

3. Delays in publication required by the university or third parties in sponsored research agreements, as a general rule, shall not exceed ninety days from initial disclosure of the intellectual property to the EPO or the sponsor.

8. Obligations of Creators and Inventors

The creator or inventor of intellectual property shall

1. Disclose in a thorough and timely manner all inventions, discoveries and other works that belong to the university as described in this Rule.
2. Provide such assistance as may be necessary throughout the technology transfer process to protect and effectuate transfer of the intellectual property, including assignment or transfer of the intellectual property to the university, if necessary.
3. Arrange for the retention of all records and documents that are necessary to the protection of the university's interest in the intellectual property.
4. Abide by all commitments made in license, sponsored research and other agreements as well as laws related to federally and privately funded research.
5. Immediately disclose all potential conflicts of interest to the appropriate body, especially the EPO, in accordance with the Ethiopian laws on Conflict of Interest.
6. Defer public disclosure or publication of patentable discoveries, when requested by the EPO, until evaluation by the latter is conducted for maximum of 90 days.
7. Publications prior to patent application may jeopardize patent protection. Dissertations are considered publications when made available to the public, particularly when listed in the institution's library catalogue.

PART FOUR

CONSULTANCY SERVICES

9. Consultancy Services

1. Consultancy work by a staff member acting as an agent for or on behalf of the university shall be subject of agreement between the appropriate parties and it shall be governed by this rule.

2. Work done by a staff member of the university as consultant to an outside organization based on private agreement is presumed not to involve substantial university resources and shall not be subject to this rule.
3. The rights to intellectual property arising from such private consultancy agreements is retained by the consultant or the outside organization as specified by the terms of the consulting agreement.
4. Any staff member of the university who engages in consulting work is responsible for ensuring that the terms in his agreement are not in conflict with the interest of the university.

PART FIVE

DISCLOSURE OF INFORMATION

10. Disclosure of Invention

1. The inventor/creator of any intellectual property that involves the interest of the university based on agreement or substantial use of university resource under this rule is required to make reasonably prompt written disclosure of the work to the EPO through a disclosure form to be provided by the latter.
2. The disclosure to the EPO should be made when legal protection is contemplated and before the intellectual property is disclosed to the public.
3. The disclosure should be detail and should give full description of the invention including but not limited to information confidentially made by the inventor to EPO. The detailed description should be able to serve as a basis for an evaluation of the patentability and of the commercial potential of the invention. The disclosure should particularly include:
 - 1) The title of the invention
 - 2) The name of the inventor(s)
 - 3) Description of the invention
 - 4) Sponsor of the invention, if any
 - 5) Design date and date put into practice
 - 6) Existing or predicted date of publication, if any

4. Description of the invention should be written in a clear manner to allow any person in the field reading it to comprehend the invention and assess its patentability, and should state what the invention is, what it does and why it is significant.
5. The inventor, in submitting the disclosure document, shall append the copies of all pertinent references to the disclosure document.

11. Confidentiality Agreement

1. For the protection of public disclosure of an invention prior to the completion of the evaluation process and the filing of the patent application, concluding confidentiality agreement with the recipient of the information is necessary.
2. Disclosure made under an appropriate confidentiality agreement is not considered public disclosure of the invention.
3. The confidentiality agreement should contain provisions governing obligations of the recipient not to use the invention for any other purpose than to evaluate it.
4. When a staff member receives confidential information in the course of sponsored research, the treatment of that information shall be governed by the terms of the sponsored research agreement.

PART SIX

ASSIGNMENT AND LICENSE OF INTELLECTUAL PROPERTY RIGHTS

12. License Agreement

1. Where the university intends to transfer its intellectual property rights for use by a third party by way of license, a license agreement shall be concluded between the transfer and the transferee pursuant to a form to be provided by the EPO.
2. The license agreement shall specify, inter alia, the type of intellectual property right subject to the license agreement, duration of the agreement, the licensee's obligation to pay royalty or other consideration in exchange.

3. The license agreement should further state whether the license is exclusive or non exclusive.

PART SEVEN

INCOME DISTRIBUTION

13. Income Distribution

1. Incomes derived from university owned intellectual property shall be received and administered by the EPO.
2. Costs incurred in the process of creating, transferring, and protecting university rights and/or the rights to the property of the creator shall first be deducted from the gross income derived and available for distribution.
3. The deductible does not include the cost associated with the use of non financial resource of the university
4. The net income (gross income minus university expenses) from university owned intellectual properties shall be distributed to the university, creators/inventors and creator's/inventor's institution as follows;

a) Inventor's/creator's share-	50%
b) Inventor's/Creator's Department/School share-	15%
c) Inventor's College/Institute	5%
c) university/EPO share -	30%
5. The share distributed to the creators' school or department shall include the creators' laboratory and the use of non financial resources of the school or department by the inventor/ creator in producing the intellectual property right.
6. Unless agreed otherwise, the share of multiple inventors/creators shall be presumed to be equal.

7. If a university unit, such as an academic department, fully sponsors the development of an intellectual property, the unit shall be considered inventor/creator and shall also receive the inventor's/creator's portion of the distributed income.

PART EIGHT

MISCELLANEOUS PROVISIONS

14. Keeping Records

1. The inventor/creator shall arrange for the retention of all records and documents that can show the process and progress of the research and the development of the invention, and are necessary to the protection of the university's interest in the intellectual property.
2. These records may be produced as evidence to prove inventorship.

15. Material Transfer Agreement

1. In case where the researcher or the university gives or takes research materials, the appropriate material transfer agreement should be concluded between the donor and the recipient parties.
2. The agreement should state the rights and obligations of the provider and the recipient.
3. The agreement should particularly state the purpose of use, limits on the recipient's use of the materials and related liability, restrictions on the recipient's ability to transfer the material, modifications, and derivatives to third parties rights to inventions resulting from the use of the materials, rights to publish research obtained through the use of the materials, and ownership of modifications.
4. The list of all materials subject to the material agreement shall be attached to the agreement as appendix.
5. Detailed guideline stating the procedures for the conclusion of material agreement shall be issued by the EPO.

16. Dispute Resolution

1. Any dispute arising between or among the inventor/creator, university and/or sponsors relating to intellectual property, or the interpretation of this Intellectual Property Rule, shall first be reviewed by the EPO and, the parties shall make their best efforts to resolve it by negotiation as soon as possible.
2. In the event that the parties cannot resolve the dispute by exercise of their best efforts through negotiation, the aggrieved party may submit the case to the university intellectual property committee within 60 days of the termination of the negotiation for administrative decision.
3. Any party dissatisfied with the decision of the intellectual property committee may appeal to the university president within 30 days from the receipt of the decision of the intellectual property committee and the decision of the president shall be final. This does not however bar any aggrieved party from appealing to a competent court according to the relevant laws.
4. Any dispute arising between staff members relating to intellectual property administered by the university shall first be submitted to the EPO and, the parties shall make their best efforts to resolve it by mediation through the facilitation of EPO.
5. In the event that the staff members cannot resolve their dispute through mediation, the aggrieved party may submit the case to the university intellectual property committee within 30 days of the termination of the mediation for administrative decision.
6. Any staff member dissatisfied with the decision of the intellectual property committee may appeal to the university president within 30 days from the receipt of the decision of the intellectual property committee and the decision of the president shall be final. This does not however bar any aggrieved staff member from appealing to a competent court according to the relevant laws.

17. Effective Date

This rule shall be effective as of February 2013.

Annex-12: Copyright transfer agreement form

Jimma University, P.O. Box 378, Jimma, Ethiopia and the Author(s) hereby agree:

In consideration of the _____ Journal (which is hosted by JU) reviewing and editing the Work described below for first and exclusive publication,

Journal

Manuscript number

Author(s)

Title of Work:

The author(s) who sign below hereby assign, convey, and otherwise transfer all rights, title, interest, and copyright ownership in this Work to JU when the Journal accepts it for publication.

- “Work” means the material submitted for publication plus any other related material submitted to the Journal hosted by JU.
- The rights assigned to the JU include (but are not limited to) the rights to

- edit, publish, reproduce, distribute copies, prepare derivative works, include in indexes or search databases in print, electronic, or other media, (whether or not they are used when this agreement is executed), and
- claim copyright in this Work throughout the world for as long as it is copyrighted, including renewals or extensions.

All accepted Works become JU property and may not be published elsewhere without JU prior written permission.

- Authors may use parts of the Work (e.g., Tables, Figures) in subsequent works without asking the JU’s permission.

For Works created under grant and accepted for publication in a JU journal, the author may cause the Accepted Version of the Work to be posted on the Web archive of a body that funded all or part of the Work, and/or an author’s institutional repository, provided that this post appears no sooner than 6 months after the JU publishes the Work in a journal and that the archive is publicly and non-commercially available via the World Wide Web.

- The “Accepted Version” means the paper includes peer review changes but not JU’s copyediting and production changes.
- “No sooner than 6 months after the JU publishes the Work” means at least 6 months after the first appearance of the Work either on the JU journal’s Web site as a publish-ahead-of-print article or on the JU journal’s Web site published as part of a regular issue.

Public Access Policy Funding Disclosure:

Please disclose below if the author has received funding for research on which the article is based from any of the following organizations:

Funding Institute(s) _____

Authors hereby represent and warrant that

- They are the sole authors of the Work,
- All authors have participated in and agree with the content and Work's conclusions,
- The Work is original and does not infringe upon any copyright, proprietary, or personal right of any third party, and
- No part of it nor any Work based on substantially similar data has been submitted to another journal for publication.

If JU does not publish this Work, the authors will be notified and all rights given to JU will revert to them. If this is a joint Work, all co-authors must transfer rights in this Work to JU by executing this Agreement. This Agreement must be executed as is without revision or substitution of terms. The author's original, handwritten signature is required. This Agreement is governed by the laws of Ethiopia.

Author's Printed Name:

- 1)
- 2)
- 3)
- 4)

Signature:

- 1)
- 2)
- 3)
- 4)

Date Signed:

Annex-13: Criteria for patentability

An invention must, in general, fulfill the following conditions to be protected by a patent. The invention must show an **inventive step** which could not be deduced by a person with average knowledge of the technical field. Finally, its subject matter must be accepted as "patentable" under law. In many countries, scientific theories, mathematical methods, plant or animal varieties, discoveries of natural substances, commercial methods, or methods for medical treatment (as opposed to medical products) are generally not patentable

S.No.	Criteria	Remark
1	Novelty - the invention, in order to be patented, must be new. An invention is new if it has not been a part of any state of the art. It must show an element of novelty , that is, some new characteristic which is not known in the body of existing knowledge in its technical field. This body of existing knowledge is called " prior art ".	The knowledge that is already known to the public cannot be patented
2	Utility - The invention should be useful in order to be patented. If something has no use for the society or the world, if something is harmful to the mankind, then that is not patentable. It must be of practical use ;	Usefulness shall be examined in relation to the national interest
3	Non-obviousness/ Inventiveness -An invention must involve an inventive step in order to be patented. According to this guide, a person with ordinary brain and skill in the art should not be able to derive the claims of the invention	
Note-All the three criteria shall be fulfilled to be patentable		

Annex-14: Agreement of staff of JU on new innovation

Universities are the source of innovations. Any academic/research staff that is employee or going to be employed in JU shall have an agreement with the university pertaining to innovation and patent.

Jimma University hereafter called the employer and ----- (name), hereafter called the staff have agreed upon the following points regarding innovation and patenting of innovations.

1. The staff shall immediately notify the patent office whenever he/she has made an innovation
2. The employer in collaboration with the staff shall take the responsibility to get license agreement from the national patent office and commercialize it through appropriate means
3. Innovations sponsored by the employer will belong to the employer. Innovations sponsored by other organization belong to the staff and the sponsoring organization. The rules of the sponsoring organization will apply.
4. The staff will get 1/2 of the net profit of the income from the innovation every 6 months after commercialization of the technology by relevant organization.
5. 1/2 of the net income will be given to the department of the staff for research purpose
6. The employer has full right to appeal to court if the staff bypasses the university in getting license. This rule applies for innovations sponsored by the employer.

I, the undersigned staff have read the agreement points mentioned above and will comply accordingly.

Jimma University, Patent office Name of representative
--

Name of staff _____

Annex-15:-Patent Agreement Form

Jimma University

Date _____

Patent Number _____

The patent application agreement is made and effective as of----- (Date) between Jimma University (assignor) and ----- (assignee, name of company).

The assignor supported an invention of a technology/drug/vaccine/ titled”-----
-----“made by the staff member, --
----- (name) as of _____ (date of invention). The parties (assignor and assignee) have agreed upon the following points for the commercialization and use of the innovation.

1. The assignee shall produce end results of the invention and commercialize it within or outside Ethiopia after signing the agreement with the assignor
2. Patent shall belong to the inventor------(name) who is/are employee of assignor/JU(Article 44)
3. The assignee has full right to *exclude others* from making, using, selling, offering for sale, or importing the patented invention for the term of the patent for 20 years as of the date of this agreement.
4. The assignee shall not involve third party in the production and distribution of the innovation without the agreement and notification of the assignor.
5. Sixty percent of the net income from the sale/commercialization of the invention belongs to the assignor. The assignor will pay 1/3 of its income to the inventor/s
6. The payment shall be made by check/bank account to the assignor every 6 months
7. If there is breakage of patent right or payment irregularities, the assignor has full right to appeal for court and discontinue the agreement.
8. The assignor shall not have other agreement with the third party unless there is a discontinuation of the first agreement with the first assignee.

Jimma University, Patent office Name of representative
--

Name of Assignee _____ Name of representative

1.2 “**Technical Data**” means all written information on the aforesaid Know-How, including, but not limited to research report and all technical data and information on design, calculation, drawings, manufacturing process, quality control, experiment, installation, measurement and test, operation, maintenance on and of the product (for technical details, see *Annex*, “Technical Parameter of the Know-How”).

ARTICLE 2 Technology Transfer

2.1 Transferor agrees to transfer and assign to Transferee the property right in the Know-How. Transferee is entitled to use, grant licenses to any third party to use the Know-How.

2.2 The Know-How is transferred free of any charge.

ARTICLE 3 Technical Instructions, Modification and Improvement on

Technical Data

3.1 Transferor agrees to provide to Transferee necessary technical instructions with respect to Know-How to assist Transferee in using the Know-How to *utilize or manufacture* _____ (*the utility level invention name*) _____.

3.2 Transferor is not obliged to make modification and improvement on Technical Data if Technical Data provided by Transferor to Transferee does not fit with the condition of Transferee.

3.3 Transferor shall provide, on a gratuitous basis, to Transferee any modified and improved Technical Data in respect of the Know-How.

3.4 Transferor has the property rights on any technology, which is derived from modification and improvement by Transferee on the Know-How.

ARTICLE 4 Representations and Warranties of Transferor

4.1 Transferor is a public higher education Institution, validly existing and in good standing under the laws of Ethiopia, and has full legal capacity, power and authority to enter into and execute this Agreement.

4.2 Transferor has exclusive property rights in the Know-How, and Transferee, by using the Know-How, will not infringe any third party's rights and interest. There is no litigation or dispute that is resulted from or relating to the Know-How.

4.3 Transferor has taken all actions and obtained all consents and approvals required to authorize it's entering into and execution of this Agreement, and signing, execution and performance of this Agreement will not violate any provision of the laws or contracts which are of forcible execution nature.

4.4 Transferor has the right to grant to any third party any license in respect of the Know-How herein.

ARTICLE 5 Representations and Warranties of Transferee

5.1 Transferee is a public institution duly registered, validly existing and in good standing under the laws of Ethiopia, and has full legal capacity, power and authority to enter into and execute this Agreement.

5.2 Transferee has taken all actions and obtained all consents and approvals required to authorize it's entering into and execution of this Agreement, and signing, execution and performance of this Agreement will not violate any provision of the laws or contracts which are of forcible execution nature.

5.3 This Agreement, when executed and delivered, constitutes the lawful, valid and binding obligations of Transferee and is enforceable against Transferor in accordance with its terms.

ARTICLE 6 Governing Law and Dispute Resolution

6.1 This Agreement is governed by the laws of the Federal Republic of Ethiopia.

6.2 In the event a dispute arises in connection with performance of this Agreement, the Parties shall attempt to solve such dispute through friendly consultations. If no mutually acceptable settlement of such dispute is reached, such dispute shall be submitted to a competent court according to the relevant laws.

6.3 For the purpose of this Clause 6, “Dispute” means a dispute arises in connection with validity, effective date, interpretation, performance, default liability of and under this Agreement, and that with modification, transfer, dissolution and termination of this Agreement.

ARTICLE 7 Miscellaneous

7.1 This Agreement has been signed by authorized representatives of the Parties, and shall enter into force upon signature by the Parties.

7.2 The Parties may amend this Agreement in respect of any unsolved matter. Any amendment and supplemental agreement to this Agreement shall be made in written.

7.3 This Agreement is executed in two counterparts, and each party retains one of the counterparts, all of which has the equal legal effect.

Transferor:

Transferee:

Jimma University

Name of sectoral office

By:

(Name)

By:

(Name)

Annex-17: Technology Transfer Agreement (for companies established for profit)

THIS TECHNOLOGY TRANSFER AGREEMENT (this “**Agreement**”) is entered into at Jimma, Ethiopia, on (date) by and between the following parties:

Jimma University (here in after referred to as the “Transferor”), a public university duly incorporated and legally established under the laws of Ethiopia.

_____. (Hereinafter referred to as “Transferee”), a company duly incorporated and legally established under the laws of Ethiopia.

WHEREAS, Transferee is a commercial organization established for profit purpose and is believed to benefit from the technology.

WHEREAS, for the purpose of Transferor’s performing its duty of revenue generation, Transferor desires to transfer and assign to Transferee, and Transferee desires to obtain from Transferor, the know-how of Proprietary Technology on (name of technology to be transferred), upon the terms and conditions set forth herein.

NOW, THEREFORE, Transferor and Transferee (hereinafter referred to as “**Parties**” collectively and as a “**Party**” individually), through mutual negotiations and based on the principle of equality and mutual benefit, hereby agree as follows:

ARTICLE 1 DEFINITION

Unless otherwise provided, the following terms and expressions shall have the meanings as in the Joint Agreement Contract:

1.1 “**Know-How**” means the Know-How of Proprietary Technology on (name of technology to be transferred), which is invented by (Name of inventor) and owned by Transferor, including knowledge, experience and all skills required for producing (name of technology to be transferred) and known to (Name of inventor) and Transferor, including Technical Data and experience and skills which could not been recorded in writing.

1.2 “**Technical Data**” means all written information on the aforesaid Know-How, including, but not limited to research report and all technical data and information on design, calculation, drawings, manufacturing process, quality control, experiment, installation, measurement and test, operation, maintenance on and of the product (for technical details, see *Annex*, “Technical Parameter of the Know-How”).

ARTICLE 2 Technology Transfer

2.1 Transferor agrees to transfer and assign to Transferee the property right in the Know-How.

Transferee is entitled to use, grant licenses to any third party to use, the Know-How, to exclusively manufacture and sale (name of technology to be transferred), and have the right to file for patent application.

2.2 The evaluated value of the Know-How is _____ (*amount in birr* _____). The Parties agree that the Know-How is evaluated as _____ (*amount in birr* _____). The assignee is obliged to pay _____ (*amount in birr* _____) to own the Know-How.

ARTICLE 3 Technical Instructions, Modification and Improvement on Technical Data

3.1 Transferor agrees to provide to Transferee necessary technical instructions with respect to Know-How under the Section 1.1 to assist Transferee in using the Know-How to _____ (*name of technology to be transferred*)_____.

3.2 If Technical Data provided by Transferor to Transferee does not fit with the plant condition of Transferee, Transferor is may make modification and improvement on Technical Data. Any additional expense as a result of the modification or improvement shall be covered by transferee.

3.3 Transferor may provide, on a gratuitous basis, to Transferee any modified and improved Technical Data in respect of the Know-How either on a gratuitous basis or after transferee pays any additional expense as a result of the modification or improvement.

3.4 Transferee has the property rights on any technology, which is derived from modification and improvement by Transferee on the Know-How.

ARTICLE 4 Representations and Warranties of Transferor

4.1 Transferor is a company duly registered, validly existing and in good standing under the laws of Ethiopia, and has full legal capacity, power and authority to enter into and execute this Agreement.

4.2 Transferor has exclusive property rights in the Know-How, and Transferee, by using the Know-How, will not infringe any third party's rights and interest. There is no litigation or dispute that is resulted from or relating to the Know-How.

4.3 Transferor has taken all actions and obtained all consents and approvals required to authorize it's entering into and execution of this Agreement, and signing, execution and performance of this Agreement will not violate any provision of the laws or contracts which are of forcible execution nature.

4.4 Transferor has no right to grant to any third party any license in respect of the Know-How herein nor ask property right for the knowhow.

4.5 This Agreement, when executed and delivered, constitutes the lawful, valid and binding obligations of Transferor and is enforceable against Transferor in accordance with its terms.

ARTICLE 5 Representations and Warranties of Transferee

5.1 Transferee is a company duly registered, validly existing and in good standing under the laws of Ethiopia, and has full legal capacity, power and authority to enter into and execute this Agreement.

5.2 Transferee has taken all actions and obtained all consents and approvals required to authorize its entering into and execution of this Agreement, and signing, execution and performance of this Agreement will not violate any provision of the laws or contracts which are of forcible execution nature.

5.3 This Agreement, when executed and delivered, constitutes the lawful, valid and binding obligations of Transferee and is enforceable against Transferor in accordance with its terms.

5.4 Transferee is under the duty of confidentiality in respect of the content of the Know-How herein.

ARTICLE 6 Governing Law and Dispute Resolution

6.1 This Agreement is governed by the laws of the Federal Democratic Republic of Ethiopia.

6.2 In the event a dispute arises in connection with performance of this Agreement, the Parties shall attempt to solve such dispute through friendly consultations. If no mutually acceptable settlement of such dispute is reached, such dispute shall be submitted to a competent court according to the relevant laws.

6.3 For the purpose of this Clause 6, "Dispute" means a dispute arises in connection with validity, effective date, interpretation, and performance, default liability of and under this Agreement, and that with modification, transfer, dissolution and termination of this Agreement.

ARTICLE 7 Miscellaneous

7.1 This Agreement has been signed by authorized representatives of the Parties, and shall enter into force upon signature by the Parties.

7.2 The Parties may amend this Agreement in respect of any unsolved matter. Any amendment and supplemental agreement to this Agreement shall be made in written. Annexes to this Agreement constitute an integral part of this Agreement, and have equal legal effect as this Agreement.

7.3 This Agreement is executed in two counterparts, and each party retains one of the counterparts, all of which has the equal legal effect.

Transferor:

Transferee:

Jimma University

(Name of Commercial Company).

By:

(Name) _____

By:

(Name) _____

Date _____

Date _____



We are in the Community!