



INSTITUTIONAL REGULATORY CODE (IRC) (Policies, Procedures, Rules etc.)

1. POLICY TITLE:	NMMU POLICY ON INTELLECTUAL PROPERTY (replaces 401.01 PATENTS POLICY AND PROCEDURES)					
2. FIELD OF APPLICATION: (All persons to whom policy applies)	All staff (permanent and contract) and students					
3. COMPLIANCE OFFICER(S): (Persons responsible for ensuring policy implementation)	Deputy Vice Chancellor: Research & Engagement; Executive Deans; Director: Innovation Support & Technology Transfer					
4. STAKEHOLDER CONSULTATION (State the stakeholder group/s consulted during policy formulation/revision)	All staff and students were invited to an IP Policy workshop on 19 October 2010; Faculty RTI Committees; NMMU IP Committee; NMMU RTI Committee					
5. DESIGNATION OF POLICY OWNER: (Person responsible for maintaining policy)	Director: Innovation Support & Technology Transfer					
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NMMU POLICY ON INTELLECTUAL PROPERTY

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1. Introduction

It is the main aim of this policy to encourage research and development at the University and to reward all stakeholders and especially creators of intellectual property, whilst fulfilling the main function of the University as an institution of learning and research with a philosophy of sharing information with others.

It is another aim of this policy to comply fully with the provisions of the Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act No. 51 of 2008) (herein referred to as the "IP Act of 2008") and to develop and implement policies and procedures regarding the disclosure, protection, management and exploitation of intellectual property developed during or consequent on publicly funded research and development carried out on behalf of the University.

This policy should be read in conjunction with the Policy on Copyright (IRC number 110.02) and Code of Conduct for Researchers at NMMU (IRC 404.01).

2. Principles, values and philosophy

This policy is intended to reflect the University's vision, mission and values, with special emphasis on the desire to promote research and development, protect, manage and commercialise intellectual property of the University for the benefit of its stakeholders within the provisions of, and in compliance with, the law and especially the IP Act of 2008. In so doing, it is the intention to utilize the potential of its communities; to contribute to sustainable development through research and innovation.

The policy also aims, subject to the prompt acquisition or protection of intellectual property rights, to promoting the prompt and open dissemination of the results of the University's research and the free exchange of information among scholars which is essential to the fulfillment of the University's obligations as an institution committed to excellence in education and research.

As one of its strategic priorities, the University aims to develop a research culture that actively responds to the needs of the people of the Republic of South Africa whilst also participating creatively in the global research community.

3. Definitions

- 3.1. Conflict of Interest means an instance in which the relevant individual is involved in more than one employment position (including one of self-employment) wherein one employment position could possibly adversely influence the motivation for action or inaction in the other.
- 3.2 Commercial Interest means a shareholding, a management position or board membership or any other fiduciary relationship with an entity or organisation other than the University.

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- 3.3 Creative Work means Intellectual Property that is typically described as a creative work and is generally only subject to Copyright Law and not Patent Law. This includes literary works, sculpture, paintings, drawings, ceramics, musical compositions and performances, dramatic works and performances, poetry, and popular fiction and nonfiction.
- 3.4. Creator means an originator of the relevant intellectual property and in relation to an invention means an inventor.
- 3.5. Expenses means out-of-pocket costs, fees and expenses that the University incurs including filing, prosecuting, developing and maintaining any statutory protection of intellectual property; defense, validation and enforcement of intellectual property rights; legal advice and services; auditing, recovery or collection of gross revenues; business research, business development, marketing, advertising, promotion or sales activities or services, reasonable travel, subsistence and administrative expenses.
- 3.6. Full Costs of Research means the full cost of undertaking the research and development as determined in accordance with international financial reporting standards, and includes all direct costs (including staff salaries, bursaries, equipment and other running costs) and indirect costs (which cover buildings, rent, services and other overheads, etc.).
- 3.7 Intellectual Property means any creation of the mind that is capable of being protected against unauthorized use by any other person, whether in terms of South African law, or foreign intellectual property law, and includes any rights in such creation. The scope of the term Intellectual Property is more fully set out in Annexure A hereto. "Potentially registrable" intellectual property includes patents, designs, trade marks and plant breeders' rights.
- 3.8 Inventor means a person who contributed conceptually to the relevant invention and whose name consequently appears, or should appear, as an inventor in the legal documentation associated with the invention. Inventorship is a question of fact.

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- 3.9 Publicly Financed means financed to any extent by the State or any State controlled entity and includes the use to any material extent of University facilities.
- 3.10. Self funded entity means a group of researchers together with support staff that is established by a Faculty under the auspices of the University to pursue research, non-formal teaching or community engagement or any combination thereof in a focused manner and that uses predominantly its own non-Council funds to cover operating expenses in terms of a budget approved by the governance structure of the University.
- 3.11. Software means all documents (in any format) created during the development, maintenance and updating of any software or any part thereof.
- 3.12. Teaching Materials means all materials developed by any lecturer for the purpose of communicating information to students in carrying out educational duties in the course and scope of employment by the University and irrespective of the nature of the materials.
- 3.13. Technology Transfer Office means the Department or Office of Innovation Support and Technology Transfer of the University.

4. Intellectual property ownership under the IP Act of 2008

- 4.1. In terms of Section 4(1) of the IP Act of 2008, all intellectual property emanating from publicly financed research is owned by the University which is a publicly financed institution, subject only to the provisions of this policy and to Sub-sections 4(2) to 4(4) of the IP Act of 2008; and to Section 15 of the IP Act of 2008. This is so irrespective of the extent to which the research was publicly financed.
- 4.2. The result of this is that the University owns all intellectual property developed during or consequent on research conducted either utilizing the facilities of the University and / or by any personnel of the University in the conduct of their responsibilities or obligations to the University irrespective of whether a creator is a full-time or part-time staff member, a student, a contractor, or a joint staff member or visiting educator, researcher or student typically, but not necessarily, from another educational institution and depending on the valid and effective contractual terms applicable to their position at the University. As regards a joint staff member or student or a visiting educator, researcher or student, the intellectual property concerned is limited to that developed during the relevant visit or activities at the University and does not extend to any previously developed intellectual property.
- 4.3. In the event that the University wishes to divest itself of its ownership of any intellectual property then, in terms of Sub-sections 4(2) to 4(4) of the IP Act of 2008, it is obliged to offer the ownership to the National Intellectual Property Management Office (NIPMO)

and if NIPMO declines to accept ownership, then to the creator in the absence of any contrary circumstances.

- 4.4. A private entity or organization may become a co-owner together with the University in respect of intellectual property emanating from publicly financed research provided that the private entity or organization has made a suitable contribution including the provision of background intellectual property or joint creatorship to the research as provided for in Section 15(2) of the IP Act of 2008 and provided that the University has satisfied itself that the private entity or organization has the capability, and a plan, to commercialise the invention. In such an instance it is the policy of the University to ensure that in any contract with such a co-owner provision is made for a license to the University to be in place so that the invention may be used at the instance of the University acting alone in the event that the co-owner does not satisfy the needs of the public in South Africa reasonably, or in the event that the co-owner fails to exploit the invention adequately.
- 4.5. As regards intellectual property generally, it is the policy of the University to adopt the attitude that anything developed by a staff member or student within one year of leaving the University was actually developed whilst that staff member or student was at the University, unless proved otherwise.

5. Intellectual property ownership – general

- 5.1. The University shall, in the absence of any agreement to the contrary, claim at least part ownership of any intellectual property developed during research conducted on behalf of an entity or organization that is paying the full costs of research and to which the IP Act of 2008 does therefore not apply. It is, however, negotiable in this instance that the entity or organization could become an exclusive owner of the intellectual property. However, it is the policy of the University to ensure that in any contract with such a co-owner or exclusive owner provision is made for a license to the University to be in place so that the invention may be used at the instance of the University acting alone in the event that the co-owner does not satisfy the needs of the public in South Africa reasonably, or in the event that the co-owner or exclusive owner fails to exploit the invention adequately.
- 5.2. In the event of a staff member or student developing any intellectual property without the use of the University's facilities but within the course and scope of employment or study, then the University shall be the owner of such intellectual property, except for the following provisions and the provisions of Section 6:
 - 5.2.1 The University does not claim ownership of creative works unless these have been specifically commissioned by the University or are subject to contractual obligations such as a sponsored research agreement or grant.
 - 5.2.3 Intellectual property that may exist in respect of individual projects that are required of students as a part of the requirements for an undergraduate qualification may be assigned to the student upon request to do so and in the absence of any contrary indications such as significant use of university resources, and after input from the relevant academic staff member. Where appropriate, for a particular undergraduate qualification, blanket assignments may be provided to entire groups of students in respect of such intellectual

property upon request from the relevant academic staff member. It is recognized that intellectual property developed by a student may be severable from input of a staff member or use of equipment of the University.

- 5.3 A creator of any intellectual property shall be the owner or part-owner in respect of intellectual property that is privately developed outside of the course and scope of employment or contract of service or study with the university provided that the intellectual property was developed without any significant use being made of facilities of the University. It will be the responsibility of the creator or creators to show that facilities other than those of the University were used in relation to any relevant research should the University so require.

6. Teaching materials

- 6.1 It is specifically a policy of the University that any copyright subsisting in teaching materials developed by a staff member or student in performing his duties toward the University shall be owned by the staff member or student as part of his "tools of trade" but shall be subject to the right of the University to use the teaching materials under a royalty free license in perpetuity, including the right to reproduce same as may be appropriate for distribution to students of the University, without any payment to the staff member or student both during the staff member's employment by, or student's term at, the University and thereafter. The license shall include the right of the University to edit and otherwise change the relevant teaching materials for University use including combining the material with other appropriate material.
- 6.2 In the case of published textbooks of which a staff member is the author or a co-author, the written permission of the University, in terms of the approved faculty protocol, shall be required before such a textbook is prescribed by that staff member.
- 6.3 In respect of any teaching materials that the University commissions from external sources, the University will ensure that the commission includes an agreement that the external source assigns, in writing, the copyright in respect of all teaching materials thus generated to the University.
- 6.4 In respect of any teaching materials that the University commissions from internal sources and that are outside of the normal duties of the relevant staff member or student, the University will ensure that the commission includes an agreement that the internal source assigns, in writing, the copyright in respect of all teaching materials thus generated to the University.

7. Intellectual property disclosure and procurement

- 7.1. In order to preserve the novelty of potentially registrable intellectual property developed at the University it is the policy of the University that no such intellectual property is to be made public in any way, and must not be submitted for publication or presented to any others prior to its having been submitted to the Technology Transfer Office and a clearance for publication or presentation having been obtained from that Office.

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- 7.2. All creators of intellectual property are required to disclose potentially registrable intellectual property to the Technology Transfer Office within 90 days of identification of such intellectual property and to maintain secrecy of all relevant information until a clearance is obtained from the Technology Transfer Office. Such a clearance will be given just as soon as possible but only after any intellectual property protection has been sought, as may be relevant.
- 7.3. The Technology Transfer Office shall, as soon as possible after receipt of a disclosure of potentially registrable intellectual property, consider the matter and liaise with the creator or creators of intellectual property and also seek advice from an intellectual property attorney, as may be appropriate. If the decision is to pursue protection of intellectual property, then the intellectual property will be maintained as secret until such time as any applications for the registration of the relevant intellectual property have been filed and the novelty thereof thus secured.
- 7.4. The Technology Transfer Office shall carry out its obligations in terms of subparagraph 7.3 just as quickly as possible and, once the relevant filing has been achieved and novelty secured, advise the creator or creators that the information can be made available to the public by whatever means.
- 7.5. In instances in which the Technology Transfer Office recognizes that the intellectual property may be capable of protection and is capable of commercialisation, but decides not to do so itself, in terms of sub-sections 4(2) to 4(4) of the IP Act of 2008, it shall offer the intellectual property to the National Intellectual Property Management Office (NIPMO) and if NIPMO declines to accept ownership, then to the creator in the absence of any contra-indicating circumstances.
- 7.6. It is the policy of the University that no staff member or student may proceed, on their own initiative or via a patent attorney, with an application for the protection of intellectual property including the filing of a provisional or final patent in respect of any intellectual property developed in the normal course and scope of his/her employment or studies without first submitting it to the Technology Transfer Office and obtaining clearance to proceed.
- 7.7. As regards the geographical extent of any intellectual property protection, the Technology Transfer Office will decide, in consultation with the creator, on geographic territories to be protected by intellectual property protection, and in the event that any major geographical regions are to be omitted from protection, each of these regions will be offered to NIPMO and if NIPMO declines to accept ownership of the intellectual property in those regions, then the creator will be offered the right to protection in those regions in the absence of any contra-indicating circumstances.

8. Intellectual property contracts

- 8.1 It is the policy of the University to ensure, in so far as is possible, the effective use of its intellectual property for the benefit of the creator(s), the University, and the people of South Africa and this aim is to be reflected in all intellectual property contracts whereby intellectual property of the University is to be exploited by an outside entity or organization. In terms of section 2(2) (e) of the IP Act of 2008 cognizance is taken of

the fact that small enterprises and BBBEE entities have preferential access to opportunities arising from the production of knowledge from publicly financed research and development and the attendant intellectual property.

- 8.2. Preparatory to entering into a commercialisation contract with an outside organization or entity, the University may require the presentation of a commercialisation plan, optionally including a forward-looking financial and business plan and information as to the procurement of any funds that may be necessary.
- 8.3. The content of such contracts and the competency of the proposed outside organization or entity shall be discussed with the creators of the intellectual property.
- 8.4. In contracts in which the University is appointing an outside entity or organization to commercialise any intellectual property, it is imperative to protect the University against ineffective or insufficient use of the intellectual property by the outside entity or organization by the imposition of minimum performance provisions. In the event that the University is a joint owner with one or more other entities or organizations, any contract whereby that other entity or organization is authorized to use the intellectual property shall also provide that, in the event of failure to meet the minimum performance provisions, the University is licensed to act alone in exploiting the intellectual property itself or appointing a different entity or organization to do so.

9. Commercialisation strategy

The University will generally adopt a commercialisation strategy that will involve one of the three following routes:

- 9.1. Entering into a Joint Venture (JV) company with an outside entity or organization in which instance the University or its nominee becomes a shareholder in the JV company. The University may assign (i.e. transfer) the intellectual property to the JV company should this be permissible in the light of the IP Act of 2008, or it may license the intellectual property to the JV company. The University may receive an upfront fee primarily in order to compensate it for monies expended on the intellectual property and its development, and will generally receive income through dividends paid by the JV company from time to time. The University may also profit from the sale of part or all of its shares in the JV company.
- 9.2. License the intellectual property to an outside entity or organization in return for which the University may receive an upfront fee primarily in order to compensate it for monies expended on the intellectual property and its development and will receive a royalty calculated as a percentage of the selling price of the relevant articles, or the perceived value of the intellectual property to the licensee in the instance of any process orientated intellectual property. Typically, if the licensee company does not fulfill its contractual obligations, the license can be cancelled and a new strategy adopted. The license may be exclusive (i.e. only one license is granted) or non-exclusive in which instance a plurality of licenses may be granted. A license may be restricted to a particular geographic area; a particular market or manufacturing or processing sector or any other restricted sector.

9.3. Create a spin-off company that, at least initially, is wholly owned by the University. The University may assign the intellectual property to the spin-off company should this be permissible in the light of the IP Act of 2008, or it may license the intellectual property to the spin-off company. The University will generally derive income from dividends paid by the spin-off company and may profit from the sale of shares in the spin-off company. In addition, in the case of a license, the University will receive royalties calculated as a percentage of the selling price of the relevant articles, or the perceived value of the intellectual property to the licensee in the instance of any process orientated intellectual property.

10. Staff members and outside interests

10.1 Staff members of the University are expected to accord the University their primary professional loyalty, and to arrange outside obligations, financial interests, and activities so as not to conflict with this overriding commitment. In particular, staff members of the University should not seek to influence the University's technology transfer decisions in ways that could lead to improper personal gain; give improper advantage to their associates; or result in reduced income to the University.

10.2. The University recognizes that JV and spin-off companies as well as other companies implementing technology developed by the University play an important role in the national and local economies. University staff members may play a key role in these companies and the opportunity to participate in a new venture without having to leave the University community can be attractive to them and advantageous to the University. This may lead to a conflict of interest which should be identified, negotiated and agreed at the time that the staff member becomes involved in the company. Also, such staff member may not participate in technology transfer negotiations with those organizations in which such an interest is held.

10.3. In the event that a staff member becomes involved in such a company on a full-time basis or in an executive capacity, the staff member's academic duties and remuneration should be reduced accordingly.

10.4. No staff member who has a commercial interest in an enterprise shall compete with such enterprise or be involved in any other entity that competes with such enterprise by providing similar goods or services without prior authorization from the University.

11. Division of revenues

11.1. Intellectual property creators and their heirs are granted a right to a portion of the revenues that accrue to the University from their intellectual property for as long as revenues are derived from such intellectual property. In the instance that there is more than one creator in respect of any particular intellectual property, the allocation will be shared equally between them unless another arrangement has been reached by written agreement. Such written agreement may include allocation of benefits to people who are not creators or inventors.

11.2. Revenues typically assume either the form of income that includes royalties, share of profits, dividends and other amounts sounding directly in money value or, alternatively,

or in addition, a shareholding (including a member's interest) in an economic entity that is typically a company or close corporation but could be some other arrangement such as a partnership.

11.3. Income shall be allocated as follows:-

Of income received by the University, the creator(s) shall receive:-

- 20% of the first 1 million Rand income received before the deduction of expenses (or any higher amount as may be determined by the Minister in terms of the IP Act of 2008);

and

- 30% of the residue of income in excess of 1 million Rand (or higher amount) after the deduction of expenses.

The balance of income received (after deduction of the income allocated to the creator(s)) shall be apportioned by the University according to prevailing needs between:-

- the relevant Faculty for the purpose of application in the interests of research;
- a self-funded entity in instances in which it is responsible for the creation of the Intellectual Property;
- the University itself for use in the furtherance of research;
- the Technology Transfer Office that will use the funds for purposes including credit to an IP Fund for assisting in the acquisition of statutory protection of intellectual property.

The proportions allocated to each of the purposes indicated shall be decided upon on an ad hoc basis in consultation with all concerned.

However, in the absence of agreement, and where a self-funded entity is not involved, the balance of income shall be apportioned on the basis of 42% to the Faculty; 42% to the University; and 16% to the Technology Transfer Office.

In instances in which a self-funded entity is responsible for the creation of the Intellectual Property, the balance of income shall be apportioned on the basis of 42% to the self-funded entity; 13% to the Faculty; 35% to the University; and 10% to the Technology Transfer Office.

In no instance should there be any benefit from the balance of income at a personal level.

Should the gross income be less than R50 000 and it appears unlikely that it will become greater than R50 000 at any point in time, the intellectual property creators are entitled to the full amount of the income less expenses, provided that the intellectual property creators shall receive a minimum of 20% of gross income. In the event that the income nevertheless becomes greater than R50 000, the situation will revert to that stated above and the income already distributed will be offset against amounts owed.

11.4. Shareholding.

In the event that the revenues include a shareholding in an entity, the allocation of the creator(s) will be 30% (or more) of what is allocated to the University and will be shared equally between the creators if there is more than one creator unless another arrangement has been reached by written agreement. The shareholding of each creator may be assigned to the creator personally or a nominee at the instance of that creator. Alternatively, a creator may request the University to hold the relevant shareholding and pay over to the creator income derived therefrom and take the risk of possible tax being levied thereon.

The balance of such shareholding shall be held by the University and any income derived from that balance will be dealt with in the same manner as the balance of income received directly and as detailed in paragraph 11.3 above.

12. Employment and cooperation contracts

It is the policy of the University to ensure that employees, contractors, and joint collaborators and researchers of the University are apprised of the legal effect of the IP Act of 2008 insofar as the University automatically becomes possessed of ownership of any and all intellectual property that is publicly financed irrespective of the extent or proportion of the public finance involved.

13. Copyright and trade mark usage

13.1 All copyright works of the University must carry the copyright warning notice:

© Copyright Reserved 20?? Nelson Mandela Metropolitan University

the year included in the notice being the year in which copies of the work are first made available to students or members of the public, or the work is otherwise published.

13.2 All Trade Marks of the University must have printed in close proximity to the trade mark the legend TM to indicate that the Trade Mark is being used as a Trade Mark. In the event that it is known that the Trade Mark is registered then the relevant legend ® should be used.

ANNEXURE A: Intellectual Property

The term Intellectual Property includes, but is not necessarily limited to, the following:-

1. Patents

A patent is a monopoly or an exclusive registered right for a specific period of time (typically 20 years subject to the payment of prescribed renewal fees) in exchange for a **full disclosure of the invention to the public**. This disclosure should be sufficient to enable somebody of reasonable competence in the field to put the invention into practice. The monopoly entitles a patent holder to enforce the patent against others. After expiry of that period of time or earlier lapsing of the patent, the public is free to use the invention.

The full disclosure of the invention to the public is made in the patent specification which, at least in its final form, includes written claims to stake out the extent of the monopoly claimed.

In order to be patentable an invention must be **new**; must involve an **inventive step** or, as it is often stated, not be obvious to someone “skilled in the art”; and must be capable of being applied in trade, industry or agriculture which simply means that the invention must be practically **useful**.

The invention may be in the form of an article or machine, or a process or method of doing something, or both. However, certain things are specifically excluded from being patentable and of particular note are business methods and computer programs [see copyright]. Nevertheless, some business methods can be patented if they involve a technical element other than mere computer programming, and also, so-called computer implemented inventions can generally be patented.

An application for a patent in South African terms generally commences with the filing of a provisional patent application that needs to be followed with a complete patent application or international patent application[s] such as a PCT application, or both, within 12 months of the date of filing of the provisional patent application. There are various routes of obtaining patents in different countries and each technology needs to be addressed on its own merits.

2. Utility Model Certificate [sometimes referred to as a Petty Patent]

South Africa does not have any legislation providing for this type of intellectual property protection but it does exist in many countries including Australia, Austria, Belgium, China, France, Germany and Japan in amongst many others. It is generally a short term patent type of protection [typically about 6 to 10 years] and is subjected to less stringent examination before being granted. Usually the type of technology to which a utility model certificate is applicable is also limited such as in Germany and Japan where it is limited to mechanical types of devices. In South Africa the functional design [see below] is sometimes considered as being akin to a utility model certificate.

3. Registered designs

A registered design is a monopoly or an exclusive registered right for a specific period of time [10 years for functional designs and 15 years for aesthetic designs subject to the payment of renewal fees in each case] granted by the State to the proprietor of a design in exchange for the design being available to the public after the design lapses or expires.

A registered design relates to the shape or appearance of an article and therefore extends to any one or more of the form, shape, pattern, ornamentation and configuration of an article which is manufactured industrially irrespective of whether or not it is patentable. A registered design is based on drawings, photographs, or other pictures which clearly illustrate the shape or appearance of the relevant article.

An Aesthetic Design relates exclusively to the aesthetic qualities irrespective of artistic merit.

A Functional Design is independent of aesthetic qualities and relates to an article of which the shape is dictated, at least to some extent, by its function. Integrated circuit topography and mask works can be protected by way of a functional design. However there are limitations on registering a functional design in respect of a spare part.

A single article may be registered as both a functional design and an aesthetic design if it has appropriate aesthetic qualities.

4. Know-how

This is secret information as to how to conduct a process or achieve a particular industrial objective and is typically not patentable and relies entirely for its value on the fact that it is secret. This being so, unless special circumstances exist, in the university environment in which it is one of the objectives to share information, this type of intellectual property would probably be inappropriate unless developed for a specific client on a full cost basis. Sometimes know-how is bundled under the heading of trade secrets.

5. Trade marks

A trade mark is essentially a means of identifying a product, be it goods or services. It is often a brand name but it can be any sign capable of being represented graphically including a picture, signature, colour, numeral, shape, configuration, pattern or a container for goods. The function of a trade mark is to distinguish one supplier's goods or services from those of another. It follows that a trade mark is registered for certain goods or in categories of goods or services.

There are various restrictions on what cannot be registered as a trade mark but most importantly, a trade mark should not be descriptive of the goods or services in relation to which it is to be used; a trade mark cannot be used to restrict the business of others; and a trade mark cannot be used as a vehicle for protecting a technical feature of an article.

6. Copyright

Copyright is the right to prevent others from making, or causing to be made, unauthorized copies or reproductions of the relevant work, performing it in public, and in some cases, letting it or offering it for sale, without the consent of the copyright owner. Copyright is a statutory right that comes into existence automatically and there is only provision in South Africa for the registration of copyright in a cinematograph film. Otherwise no registration procedure is available although it is in some other countries, such as the United States of America.

Copyright exists in:-

- Literary works: Novels, stories, poetical works, dramatic works, stage directions, cinematograph film scenarios, broadcasting scripts, textbooks, treatises, histories, biographies, essays, articles, encyclopaedia, dictionaries, letters, reports, memoranda, lectures, speeches, sermons, tables and compilations, including tables and compilations of data stored or embodied in a computer or a medium used in conjunction with a computer, etc.
- Musical works (compositions)
- Artistic works: Paintings, drawings, diagrams, photographs, engravings, sculptures, works of craftsmanship, works of architecture, etc.
- Cinematograph films
- Sound recordings
- Broadcasts
- Programme-carrying signals
- Computer programs (software)

The ownership of copyright often vests in the author but in the instance of employees it often vests in the employer, in this instance the University.

7. Plant Breeders Rights

Plant breeders' rights are statutory rights that require registration and, to a great extent, are dealt with in the same way as patents. There are several important differences. A plant breeder's right is granted for either 25 years in the case of vines and trees, and for 20 years in all other cases subject to the payment of prescribed renewal fees. In order to be registered, a plant variety must be new, distinct, uniform and stable.

8. Trade Secrets

Trade secrets are generally information that has been compiled by an entity and maintained as secret from other interested parties. It is not envisaged that trade secrets will play much part in University activities but they must be respected whenever encountered.