UNIVERSITY OF DELTA, AGBOR
DELTA STATE

NIGERIA

INTELLECTUAL PROPERTY POLICY

Prepared by

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- Policy Compliance:
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    ii. University Policies and Manuals Advisory Committee
- Enquiries and Contacts:
    i. Directorate of Intellectual Property and Technology Transfer Office
    ii. IP Representatives of Faculties
    iii. Deans, Directors, Heads of Departments, and Project Coordinators

FORWARD BY THE VICE-CHANCELLOR

It is my great pleasure to present the Intellectual Property Policy of the University of Delta, Agbor. The development of this policy marks an important milestone in the continued growth of our University as a centre of excellence in teaching, research, innovation, and community service. In today's knowledge-driven global economy, intellectual property has emerged as a vital asset for promoting creativity, innovation, and technological advancement. Universities occupy a unique position as centres of knowledge creation where new ideas, discoveries, and inventions are constantly generated. Many of these innovations have the potential to address societal challenges and contribute meaningfully to national development. It is therefore essential that such intellectual outputs are properly protected, managed, and utilized for the benefit of both their creators and the institution. The formulation of this Intellectual Property Policy reflects the commitment of the University of Delta, Agbor to creating an enabling environment that encourages research, innovation, and the responsible commercialization of knowledge. The policy establishes a clear framework for the identification, protection, ownership, and management of intellectual property generated within the University by staff, students, and research collaborators. I wish to commend the Intellectual Property and Technology Transfer Office (IPTTO) for the dedication and professionalism demonstrated in the preparation of this important document. Their efforts underscore the University's determination to align with global best practices in intellectual property management and technology transfer.

This policy will serve not only as a guide for safeguarding the intellectual assets of the University but also as a platform for strengthening collaboration between the University, industry, government, and other relevant stakeholders. With effective implementation, the policy is expected to stimulate innovation, enhance research productivity, and facilitate the translation of academic research into practical solutions that benefit society.

On behalf of the University Management, I encourage all members of the University community to familiarize themselves with the provisions of this policy and to actively support its implementation. It is my sincere hope that this Intellectual Property Policy will further strengthen the culture of innovation within the University of Delta, Agbor and position the institution as a leading contributor to knowledge creation and technological advancement.

Professor Stella C. Chiemeke
KSM, FNCS
Vice Chancellor
University of Delta, Agbor

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1.0 INTRODUCTION

1.1 Brief Background of the University

1.1.1 The University of Delta, Agbor (UNIDEL), Nigeria, was established on 25th February 2021. The establishment of this University was a direct response of the Government of Delta State to the burning need for more credible tertiary Institutions needed to address the yearnings of the teeming youths of Delta State and the broader South-South Nigeria desiring for qualitative university education

1.1.2 The University comprises twelve Faculties: Agriculture, Arts, Basic Medical Sciences, Clinical Sciences, Computing, Education, Engineering, Environmental Sciences, Law, Management Sciences, Science, Social Sciences and the School of Postgraduate studies.

1.2 Vision and Mission of the University

1.2.1 The vision of the University of Delta, Agbor (UNIDEL) is to be an institution of excellence geared towards producing competent graduates capable of meeting the challenges of national development.

1.2.2 The University's mission is to produce well motivated, skilful graduates that are capable of exhibiting appreciable expertise in proffering solutions for the workforce of tomorrow.

1.3 Goals and Objectives of the Intellectual Property Policy (IPP)

As an institution geared towards teaching and research, it is expected that the University's research output will contribute to development in all sectors of the economy. It therefore, became necessary that an Intellectual Property Policy (IPP) be put in place to promote the creation and commercialisation of Intellectual Property and take care of conflicting interests that may arise from the generation and commercialisation of Intellectual Property.

1.3.1 Goals

The goals of the IPP are to:

i. provide for the Intellectual Property generated at the University;
ii. promote research and development that generate Intellectual Property; and
iii. ensure that discoveries, inventions and creations generated by staff and students are utilized in ways that most benefit the University and the public.

1.3.2 Objectives

The objectives of the IPP are to:

i. promote, preserve, encourage, and assist research;

ii. establish standards for determining the rights and obligations of the University, the creators of Intellectual Property and their sponsors with respect to inventions, discoveries and works created at the University or elsewhere in collaboration with the University;

iii. protect the traditional rights of scholars to control the products of their scholarly work;

iv. create an environment that encourages and expedites the dissemination of discoveries, innovation and novel knowledge generated by researchers for the greatest public good;

v. ensure that the commercial results (financial or otherwise) are distributed in a fair and equitable manner that recognizes the contributions of the creators and the University, as well as those of any other stakeholder;

vi. ensure that both Intellectual Property and other products of research are made available to the public through an efficient and timely process of technology transfer;

vii. encourage and assist in the provision of mutually beneficial rewards for the University and its staff who transfer Intellectual Property to the public through commercialisation and licensing;

viii. guide and ensure compliance with applicable laws and regulations and to enable the University, to secure research funding at all levels of research; and

ix. ensure that the University's name and insignias are properly used and that it receives a fair share of any commercial benefits from the use of its name and assets.

1.4 Scope of the Policy

The Intellectual Property Policy addresses the following areas:

i. Coverage of Intellectual Property policy;

ii. Ownership of Intellectual Property;

iii. Rights and obligations of the parties involved;

iv. Disclosure of Intellectual Property;

v. Conflict of Interest;

vi. Commercialisation of Intellectual Property;

vii. Distribution of income; and

viii. The relevant organs and instruments required for the implementation of the policy.

1.5 Governing Laws

The rights of both the University and the creators of Intellectual Property regarding the creation and ownership of IP shall be governed by the provisions of this policy and all other relevant University statues and regulations as well as all relevant local, state and federal laws being in force in the Federal Republic of Nigeria.

1.6 Definition of Terms

Applicant: The entity or person who submits (files) an application for an IP title with an IP office or in whose name and application is filed.

Application: A document presented by or on behalf of an applicant in which the applicant requests an IP office to grant an IP title.

Apply: To apply for an IP title means to file for an IP title with an IP office.

Assignment: A total transfer of rights in IP assets.

Author: An employee of the University, whether academic or otherwise or another physical person associated with the University, who has written or created a work.

BRID: An abbreviation for the Board of Research, Innovation and Development.

Co-Researchers/Creators or Joint Researchers/Creators: Two or more persons who have jointly made an invention or created an industrial design or utility model or who have jointly undertaken a research and created an IP. Subject to the provisions of this policy regarding ownership of Intellectual Property, where an invention results from student projects, theses, dissertations or other works by a student or students undergoing any of the University's programmes and supervised by a staff of the University or any other expert engaged by the University to supervise the work, both the student and their supervisors shall be considered joint researcher/creators except where the student disagrees.

Where there is a disagreement between the student and his supervisor as to the joint ownership of an invention or IP, the IPTTO shall intervene to resolve the disagreement. In reaching a resolution of the disagreement, the University shall ensure that the student does not suffer any prejudice in all aspects of his life in the University.

Commercialisation: The process of turning an invention or creation into a commercially viable product, service or process.

Contract of Employment: A contract by which a person undertakes to do work for remuneration according to the instructions and under the direction or control of the University.

Contractors and Consultants*:* These are persons contracted by the University for a specific purpose and a limited period of time as contained in the terms of engagement.

Copyright: The exclusive legal rights granted by a government to an author, editor, compiler, composer, playwright, publisher, or distributor to publish, produce, sell, or distribute copies of a literary, musical, dramatic, artistic, or other work, within certain limitations (for example fair use). Copyrights laws also govern the right to prepare derivative works, reproduce a work or portions of it and display or perform a work in public. Such rights may be transferred or sold to others and do not necessarily pass with ownership of the work itself. Copyright protects a work in the specific form in which it is created, not the idea, theme, or concept expressed in the work which other writers are free to interpret in a different way. Computer software is regarded as a literary work and is, therefore, protected by copyright in the same way as literary and artistic works. Publications such as books, thesis/dissertations, journals, technical reports, and magazines are all protected by copyright. Additionally, research proposals and courseware, such as lecture notes, power point presentations, hand-outs, and technology-based materials in online courses and distance learning are also regarded as IP assets that fall under the protection accorded by copyright. Other assets accorded copyright protection include photographs, software, videotapes, audio tapes and the University website as well as programmes created by the University's Community Radio. As a policy, the University does not publish works for which it does not own the copyright. All matters relating to copyright are covered under the Copyright Act, LFN, 2004 and other applicable laws in force in Nigeria.

Course Materials: All materials produced in the course of, or for use in, teaching in any form (including digital, print, video and visual) and all Intellectual Property rights in such materials. These may also include lectures, lecture notes and materials, syllabi,

study guides, assessment materials, images, multi-media presentations, web content and course software.

Creation: Any invention, copyright or unpatented material to which net royalties may apply in accordance with this policy.

Creator or Inventor: The individual or group of individuals who invented, authored or is otherwise responsible for the creation of the Intellectual Property as defined by applicable laws.

Databases: These are usually computer-based repositories which contain large amounts of information that may be used for specific purposes. Databases may be regarded as copyright works when significant labour and skill are adjudged to have been used in devising the compilation.

Derivative work: A work based on another copyrighted work and is presented in a different style/format/media, such that it has acquired the minimum threshold required for copyright protection.

Disclosure of IP/Report of Invention Form: This is a form to be filled by the IP creator or researcher/creator informing the University of the creation of a new IP. In this policy, Disclosure of IP Form is interchangeably used with Report of Invention (ROI) Form.

Exempted Scholarly Works: These are works presumed to be owned by the author and unless they are subject to contractual restrictions or are works made for hire, the University and its agent do not claim copyrights ownership of the works. These may include textbooks, class notes, research articles, research monographs, students' theses and dissertations, paintings, drawings, sculpture, musical compositions, poetry and popular fiction and non-fiction.

Field of Academic Research: The particular area of research in relation to which are searcher/creator has published works, or has received funding, or has made inventions or has developed software, in the course of his or her academic duties at the date of disclosure of an invention or software.

Field of Teaching: The field in relation to which are searcher/creator has been teaching in the course of his or her academic duties at the date of creation of learn ware or development of software.

File (Verb): To file an application means to hand over or to send an application to an IP office. To file amendment means to handover or send amendments to an application to an IP office. For both applications and amendments, submissions should be acknowledged.

Filing Date: The date of acknowledged receipt of an application by an IP office and not the date of its dispatch by the applicant.

Founder: Are searcher/creator or creator who accepts a significant role in the initial development phase of a spin-off company based wholly or in part on his or her invention or software.

UNIDEL: University of Delta, Agbor Delta State, Nigeria

Geographical Indications: These are place names, or words associated with a place, used to identify the origin and quality, reputation or other characteristics of products.

Grant of IP: This is to give a title to an IP by the relevant IP office. It may also refer to the document of grant, for example, patent grant.

He and His: In this policy He/His shall also mean She/Her respectively.

Incidental Use: A use that plays a minor role in, and is not essential to, the development of an invention or software.

Industrial Design: This refers to the ornamental or aesthetic appearance of an article. The design may consist of three-dimensional features of the article, such as its shape or surface, or of two-dimensional features such as patterns, lines or colours. Industrial designs are embodied in a wide variety of products of industry and handcraft, such as industrial prototype, household ware, electrical appliances, vehicles and architectural structures.

Infringement: An unauthorized exercise of any of the exclusive rights solely granted to the owner of a respective Intellectual Property.

Intellectual Property (IP): This means an original and novel creation of intellect. For the purpose of this policy, IP includes all classes of IP covered by this policy.

Invention: A new idea of are searcher/creator which permits in practice a solution to a specific problem in the field of science and technology. It may be or related to a product, a device, a substance or a process and is normally patentable if it is new, involves an inventive step and is industrially applicable.

Invention Disclosure: The detailed report that provides information on invention, the researcher/creator or researcher/creators and the processes leading to the invention.

Researcher/Creator: A person who makes an invention or creates an IP.

IP: An abbreviation for Intellectual Property.

IP Audit: The identification and review of the University's owned, used or acquired IP assets to assess and manage risk, address challenges and allow for best practices in IP management.

IP Protection: The acquisition of exclusive right of ownership over an IP through registration or any other means laid down by law.

IPP: An abbreviation for Intellectual Property Policy.

IPR: An abbreviation for Intellectual Property Right.

IPs: The plural of IP. An abbreviation for Intellectual Properties.

IP Search: A comprehensive search undertaken in national and/or international IP registers or databases before filing an application for an IP right or protection in order to be sure that the right or protection for which application is to be filed is not already existing.

IPTTO: An abbreviation for Intellectual Property and Technology Transfer Office of the University as established by this policy.

Knowhow: This is the actual human technical skills derived from experience in working a certain technology. It may or may not be part of trade secret. Most new technologies function best when accompanied by transfer of knowhow through manuals, training or secondment of expert to work with the licensee of the IP.

Lead Researcher/Creator: A member of a group of co-researchers/creators designated by the group to act as its contact person with the University.

Learn ware: Technology-enabled learning products in electronic format.

LFN: An abbreviation for Laws of the Federation of Nigeria.

License: The permission to exercise the rights that are exclusively protected for the owner of an IP.

Moral Right: A non-commercial right related to the right of a creator to claim authorship and to protect the integrity of his or her work.

Net Income: The gross monetary payments that the University receives as a result of transferring rights in the Intellectual Property less the University's out-of-pocket expenditures (including legal fees) directly attributable to protecting, developing and transferring that Intellectual Property.

NOTAP: An abbreviation for the National Office for Technology Transfer and Acquisition. This is a government office.

Patents: These are legal documents issued by the government in response to a formal application process in which the creator or researcher of a new product or process is granted the exclusive right to manufacture, use, and sell it for a designated period of time (generally 20 years). Patents are meant to protect original inventions (subject to some exclusion) with industrial applicability. Matters related to patents are covered by the Patents and Design Act, LFN, 2004 and other applicable laws in force in Nigeria.

Plant Varieties and Livestock Breeds Rights: These are granted to breeders of new, distinct, uniform and stable plant varieties and livestock breeds as enshrined in the National Crop Varieties and Livestock Breed (Registration, Etc.) Act, Cap N27 LFN 2004.

Prototype: An original production of a work designed as an example or model (but not for use) and intended to measure usability and value of product to the end user.

Researcher: Any staff, student, guests and other agents of the University who engage in research that may or may not lead to an IP.

Royalties: Recurring payments made as a consideration for exploitation of Intellectual Property in ways including but not limited to licensing, franchising, assignment and/or acquisition of equities.

Significant Use of University Resources: The use of University's resources, whether approved or unapproved, without compensatory payment to the University at commercial value or as previously agreed. University resources may not include salary, insurance or retirement plan contribution to or for the benefit of the Creator. A researcher may not be considered to have made significant use of the University resources if he:

i. receives advance written approval of the proposed use of academic facilities and equipment from the University without the University expecting any royalty or payments;

ii. compensates the University for the fair market value of the facilities and equipment (as actually charged by the University to outside users);

iii. is not using the University's committed time because the activities are permitted under individual and outside consulting as allowed by the university;

iv. does not use any institution-provided or institution-administered funds in connection with the activity; and

v. make use of University library or facilities that are usually available to the general public.

Specially Commissioned Work: A work specially ordered or commissioned by the University or external parties and to which the party that commissioned it expressly agrees to a written instrument signed by all parties.

Spin-off or Start-up Company: A company established or made active with a view to commercialising IP originating at the University whether the IP is on its own or with other IPs.

To be in Public Domain: This means that an Intellectual Property asset is no longer under protection and its use does not require permission of the owner.

Trademark: This refers to a distinctive sign that identifies certain goods or services as those produced or provided by a specific person or enterprise.

Trade Secret: This consists of confidential data, information or compilations used in research, business, commerce or industry.

University: Except where otherwise stated, the word 'University' in this policy means University of Delta, Agbor.

University Resources: This shall include all tangible resources made available by the University to creators or researchers. Such resources shall include but are not limited to: library, office, laboratory and studio space and equipment; computer hardware, software and support; secretarial services; research, teaching and laboratory assistance; supplies and utilities; and funding for research and teaching activities, travel and other funding or reimbursements or any other University administered funds.

Utility Model: This is an invention that does not meet all the requirements of patentability but has an industrial use. It is often called the lesser patent and has a shorter duration than that of patent.

WIPO: An abbreviation for World Intellectual Property Organisation.

1.7 Legal Issues Concerning the Status of Researchers

1.7.1 The University shall ensure that all staff and students and other persons in research and/or academic relationship with the University sign a participation agreement which includes a provision placing them under the scope of this policy.

1.7.2 Students shall be required to sign an agreement to be bound by this Policy upon registration.

1.7.3 The University shall ensure that researchers not employed by the University, including Visiting researchers and those on sabbatical leave to the University sign an agreement to be bound by this policy.

1.7.4 Notwithstanding Paragraph 1.7.3. above, in situations in which a visiting researcher has prior obligations with his primary employer or clients or funders that make it difficult or impossible for him to sign the University's participation agreements, the Board of Research, Innovation and Development (BRID) may make a special arrangement with the researcher concerning bringing into force the provision of the participation agreements. Such an arrangement shall be made on a case by case basis.

1.7.5 Special arrangements may be needed for research activities pursued by a researcher employed by the University but working in another institution as academic visitor or studying in another institution as a student. In such cases the researcher may be required by a third party to sign any document which might affect the University's IP Rights. In order to avoid any subsequent disputes, the researcher is not permitted to sign any such documents without the written approval of the IPTTO. The approval shall not be denied if no University's IP Rights are being affected. If such a document affects the University's IP Rights, the University shall initiate negotiations to enter into an agreement with the third party.

1.7.6 Rights and obligations under this Policy shall survive any termination of enrolment or employment at the University.

1.7.7 Visiting Researchers are required to transfer to the University any Intellectual Property they create in the course of their activities arising from their association with the University. Such individuals will be treated as if they were University employees for the purposes of this policy.

2.0 COVERAGE OF THE INTELLECTUAL PROPERTY POLICY

This policy covers all matters that concern the protection of rights of Intellectual Property arising from teaching, research, consultancy, and development related activities or commercial interests of the University. The parties and assets covered are as follows:

2.1 Parties Covered

Every individual or groups of individuals that are directly or indirectly employed or involved with teaching, research, or development activities in the University are covered by this policy. Such categories of individuals include the following:

2.1.1 Employees of the University: These include all staff, both teaching and nonteaching, that are employed by the University, whether on contract for a fixed period of time or as permanent and pensionable staff. Such contractual commitments also cover part-time staff, post-doctoral researchers/fellows, visiting scholars and lecturers as well as staff on sabbatical appointments.

2.1.2 Students: These include undergraduates, postgraduates and visiting students, whether on full-time or part-time programmes and irrespective of whether or not they receive any financial or material support from the University. Students that are sponsored by their employers or other donors for specific research objectives must contact the IPTTO to resolve any conflict between the provisions of this policy and the terms of agreements with their sponsors before undertaking any endeavour in and/or with the University that may lead to the creation of an Intellectual Property asset.

2.1.3 Other Personnel of the University Who may not fit into any Category:

Members of the National Youth Service Corps (NYSC) who are doing their service with the University are for the purpose of this Policy considered as staff of the University and so are interns and students of other institutions who are on Industrial Attachment or

Students' Industrial Work Experience Scheme (SIWES). An employee of the University who is also a student in the University shall be considered a staff in respect of IP generated from his work as staff and considered a student with regard to IP created from his work as a student.

2.1.4 Contractors and Consultants*:* This category of people is, for the purposes of this policy, considered as staff of the University, with their rights and obligations clearly spelt out by the terms of their contract with the University.

2.1.5 Former Staff, Students, and Other Categories Covered: The IP generated by this category of staff and students while they were with the University shall be subject to the terms of this policy as though they are still with the University, except if their terms of disengagement state otherwise.

2.1.6 Non-employees: These include industrial personnel and fellows who use the University funds, facilities or resources, or participate in University-administered research and/or consultancy, regardless of obligations to other organisations or institutions.

2.2 Intellectual Property Assets and Rights Covered

Without prejudice to the laws governing IP in Nigeria, or the general concept, definition and operation of IP assets and rights, this policy covers all types of IP, including but not limited to patents, copyrights, trademarks, industrial designs, plants and animal breeders' rights, trade secrets, databases, geographical indications, utility models and knowhow.

3.0 OWNERSHIP OF INTELECTUAL PROPERTY RIGHTS

One of the objectives of this policy is to provide a moral and legal framework that confers ownership of Intellectual Property to all stakeholders involved in the creation of such assets. It is therefore important to define guidelines on how to handle various issues related to Intellectual Property ownership in the University.

3.1 Intellectual Property Owned by the University of Delta, Agbor

3.1.1 The University shall normally own any Intellectual Property that is created by members of staff, students, guest researchers or interns in the course of their employment responsibilities and/or studentship; or where the creator makes significant use of the University's resources in connection with the development of the Intellectual Property.

3.1.2 The University shall own any Intellectual Property (including Exempted Scholarly Works) that is created by any person specifically hired or commissioned by the University for that purpose, unless otherwise provided by written agreement between the person and the University.

3.1.3 Ownership of any Intellectual Property (including Exempted Scholarly Works) that is created in the course of a research funded by a sponsor pursuant to a grant or research agreement or which is subject to a Materials Transfer Agreement, Confidentiality

Agreement or other legal obligations affecting ownership, will be governed by the terms of the grant or agreement, as approved by the University.

3.1.4 Ownership of Intellectual Property that is created through funding from government shall be that of University, unless otherwise provided by a prior agreement or contract with the government.

3.1.5 Where an Intellectual Property is developed by the University in collaboration with one or more individuals/institutions or business entities, and where income is shared between the participating entities, the IP shall be jointly owned by the participating entities, and the rights to use the invention and the distribution of royalties among the parties shall be negotiated after disclosure of the invention, but before the patent application is filed.

3.1.6 In recognition of the central role research and community service play as part of the mandate of the University, any incidental invention developed, due wholly or in part to the contribution of, or association with the University shall be subject to an irrevocable, perpetual, non-exclusive, royalty free world-wide right to use for the University's non-profit, educational and research activities.

3.2 Ownership by an Individual

3.2.1 Generally, students shall own any Intellectual Property that they create in the course of their research unless:

i. the student has received financial support from the University in the form of wages, salary, stipend, grant or funds for the research;

ii. the student has made significant use of resources (University-administered funds, University -funded time, facilities or equipment) in connection with the research;

iii. the research has been funded by a sponsor under a grant or sponsored research agreement, or is subject to a Materials Transfer Agreement, Confidential Disclosure Agreement or other legal obligations that restrict ownership of the Intellectual Property.

3.2.2 Students shall own copyrights in the scholarly works they produce subject to:

i. A royalty-free license to the University to reproduce and publish such works; and

ii. Any overriding written agreement(s) between the student and his supervisor(s) and/or the University.

The agreement referred to in item (ii) above must have been countersigned by the IPTTO. If a dispute arises between the student and his supervisors as to whether the

student should be party to such agreement(s), the IPTTO shall intervene to resolve the dispute. In reaching a resolution of the dispute, the University shall ensure that the student does not suffer any prejudice in all aspect of his life in the University.

3.2.3 Students may publish their theses and dissertations provided they have not been restricted by the University from doing so. Such restrictions should not last more than two years from the date of award of the degree for which the thesis or dissertation in question has been submitted.

3.2.4 Lecture notes and results of works conducted by staff under individual and outside consulting shall be the Intellectual Property of the staff, unless where there is a significant use of university resources.

3.3 Surrender of Intellectual Property to an Individual

3.3.1 In the case where the University does not express an interest in seeking IP protection, the rights in the IP will on request be assigned to the creators, provided that the IP's protection and commercialisation by the creators shall be at no cost to the University.

3.3.2 The University shall notify the creator in writing of the assignment of rights while retaining the right to a non-exclusive, non-transferable, irrevocable, royalty-free, worldwide license on the IP for non-profit, research and educational purposes.

3.3.3 Where it is advantageous to the University and the researcher(s)/creator(s), the University may retain ownership of the IP but give a sole license to the researcher(s)/creator(s).

3.4 Individual and Outside Consulting Activities

3.4.1 In undertaking community or consultancy services, staff of the University must take care to avoid external commitments that may impair the University's reputation, or hinder independent scholarly inquiry, or compete with the University's business interests.

3.4.2 Members of staff must notify and get the approval of the University before taking up consulting activities and also disclose *ab initio* all potential IP assets resulting from such consulting activities.

3.4.3 Whether or not approval is obtained from the University and disclosures of IP assets are made, the University has the right to lay claim to the whole or part of the ownership of any Intellectual Property (including Exempted Scholarly Works) that is created in the course of the consulting activity except if significant use of resources of the University is evidently not involved.

3.5 Relevant Agreements

The IPTTO shall draft standard forms, agreements and/or other documents as may become necessary to regulate the relationship between the University and individuals or groups covered by this policy. Such documents may include but are not limited to the following:

3.5.1 Participation Agreement: The University shall have a Participation Agreement with individuals and groups covered by this Policy. The agreement shall assign to the University all ownership of the Intellectual Property that may derive from the work for which support was provided by the University.

3.5.2 Service Agreement: There shall be a Service Agreement between the University and any company or organization in which the University agrees to perform certain tasks (such as field trials, evaluation and industrial designs) using protocols specified by the company or developed by the University or as mutually agreed to meet the specific requirements of the company or organization.

3.5.3 Material Transfer Agreement: The transfer of proprietary Intellectual Property of biological nature between the University and the other party shall be covered by Material Transfer Agreement. The terms of agreement shall cover:

i. the ownership, use and transfer to a third party of the original materials;

ii. progeny of materials produced by the material itself, or by replication or modification of the original sample;

iii. publication rights for results arising from use of original sample or progeny sample; and

iv. liability clauses in case of hazardous organisms or materials.

3.5.4 Confidentiality Agreements: The disclosure to the public of information regarding a research activity, a discovery or innovation prior to the application for, or granting of, IP right may lead to the loss by the University of ownership of IP right over such assets and the right to commercialise and derive benefit from such IP assets. All individuals and groups covered by this policy will be required to be bound by confidentiality agreements.

4.0 DISCLOSURE AND REPORTING OF INTELLECTUAL PROPERTY ASSETS

4.1 Importance of Intellectual Property Disclosure

4.1.1 All potentially valuable IP assets should be disclosed to the Intellectual Property Technology and Transfer Office (IPTTO) as early as possible to enable the office assess the IP value of the asset and also provide timely and appropriate advice and guidance. Such a disclosure gives the University the first indication that an invention has been made or is about to be made.

4.1.2 Should the invention be eligible for IP protection, it is important that this disclosure be made before the results are presented in a manuscript submitted for peer review or public presentations. Any inadvertent disclosure of the invention through publication may disqualify it from IP protection. This is because the novelty requirement necessary for protection would have been violated.

4.2 Procedure for Disclosure

The disclosure of research activities with IP Potentials shall be in accordance with the following steps:

4.2.1 The researcher/creator shall have the primary duty to report to his Dean through his Head of Department and make full disclosure of any research activity with IP potential that he is carrying out. Such disclosure shall be made using the Disclosure of IP Form.

4.2.2 Upon receipt of the form referred to in section 4.2.1, the Head of Department and Dean shall fill their portions of the form and submit the form to the Coordinator of IPTTO. The IPTTO shall make an entry in the Research Notebook/Register and open a file for the said researcher. The IPTTO will also assess the Intellectual Property potential of the disclosure.

4.2.3 There shall be continuous communication through periodic reports between the IPTTO and the researcher on the progress of the research and on matters relating to steps being taken by the IPTTO to protect the research result. Copies of all communications to the researcher shall be sent to his Dean and Head of Department.

4.2.4 Staff and students shall notify the IPTTO of actual invention and incidental invention using the Report of Invention (ROI) form or Disclosure of IP form.

4.3 Obligations of the University during and after Intellectual Property Disclosure

4.3.1 Staff and students shall disclose any potential and identified Intellectual Property for possible commercialisation. The University shall evaluate the commercial value of the IP and take a decision on whether to commercialise the IP product or not.

4.3.2 Any information contained in the Disclosure of IP Form and Report of Invention Form shall be handled by the IPTTO and other relevant University staff in confidence.

4.3.3 The University shall have the obligation of educating and sensitising members of the University community on the need for maintenance of strict confidentiality in matters relating to IP. It is pertinent for staff and students to know that any disclosure of confidential information pertaining to a protectable material can jeopardize the success of an application for Intellectual Property Right.

4.3.4 The provisions of section 4.3 of this policy shall apply to all university external examiners and patent attorneys and other agents that the University may engage from time to time.

4.3.5 For the purpose of Intellectual Property protection, researchers shall be required to present in writing draft publications containing scientific results to their Heads of Department before publishing them and shall state in writing that, to the best of their knowledge, such works do not contain any results for which IP protection may be obtained or which can be commercially exploited in any way. This does not confer on the Heads of Departments the power to approve or disapprove publications.

4.3.6 Premature disclosure may compromise the protection and commercialisation of Intellectual Property. To avoid any loss of potential benefits, researchers are required to make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.

4.3.7 The University shall provide support for protecting and defending the interests of the institution and creators of IP.

4.3.8 The evaluation by IPTTO of an IP product shall be done within the shortest time possible and the Coordinator of IPTTO shall communicate to the researcher not later than sixty (60) days of receipt of IP disclosure the decision of the University on whether or not it will pursue the protection of the rights under the said IP.

4.3.9 Where the University decides to pursue IP protection for a product or invention, the IPTTO shall advise the researcher to delay publication of the research findings until it

has filed for IP protection. After the IPTTO has filed for IP protection of the invention or product, it would advise the researcher to make timely publication of the research results that led to the IP. In the case of postgraduate students, upon filing for the IPR, the IPTTO would advise the student to complete the thesis as soon as possible. In cases where the University decides not to pursue IP protection for the product or invention, the IPTTO shall advise the researcher/creator accordingly.

4.3.10 The University may engage patent attorneys to facilitate IP protection processes.

4.4 Obligations of the Researcher during and after Intellectual Property Disclosure

4.4.1 The creator/researcher of any new/potential IP must make a disclosure of the IP to the IPTTO.

4.4.2 The creator/researcher must provide the necessary assistance to the IPTTO throughout the technology transfer process to protect and effect commercialisation of the IP.

4.4.3 The creator/researcher must secure all relevant information, materials and records relating to the IP that are in his possession.

4.4.4 The creator/researcher must abide by all commitments made in:

i. licenses issued to the researcher and/or the University;
ii. sponsored research agreements; and
iii. laws relating to privately funded research.

4.4.5 The creator/researcher shall disclose to the IPTTO early any conflicts of interest associated with the IP in question, as provided for in this policy.

4.4.6 The creator shall reasonably determine whether an invention has patentable potential and disclose it to the University early.

4.4.7 The creator must disclose IP as soon as possible and delay public disclosure until the evaluation process is completed and application for protection has been filed.

5.0 CONFLICT OF INTEREST

Without prejudice to the University rules and regulations, all provisions concerning conflicts of interest in this policy refer specifically to Intellectual Property.

5.1 Conflict of Interest in Respect of Ownership of Intellectual Property

5.1.1 If a researcher creates Intellectual Property without significant use of the University's resources but the Intellectual Property resembles a specific research project that the researcher has conducted at or on behalf of the University, the University may argue that the Intellectual Property was developed using its resources. Under these circumstances, a conflict over ownership of the Intellectual Property could arise between the University and the researcher or an organization for which the researcher works or has worked.

5.1.2 In order to avoid these potentially litigious situations, members of staff shall be obliged to disclose to the University any Intellectual Property that resembles a specific research project conducted at or on behalf of the University. This should be accompanied by an explanation that the Intellectual Property did not arise through the use of University's resources. The University shall ask the researcher for documentation supporting the claim that there was no significant use of its resources. If the University is satisfied, it will then give the researcher a written acknowledgement that it has no claim on ownership of that Intellectual Property.

5.2 Conflict of Interest Concerning Disclosure and Reporting of Intellectual Property

5.2.1 The University's reputation or integrity requires that decisions made on its behalf should not be motivated by a desire for personal and private gain. Such decisions should reflect the best interest of the University. Institutional integrity rests on the personal integrity of the staff when called upon to act on behalf of the institution. Therefore, staff and students have a duty to resolve in favour of the University conflicts between their personal interests and those of the University.

5.2.2 The personnel of the University are obligated to devote their primary efforts to the furtherance of the institution's educational, research and service objectives. However, the University acknowledges that outside or collaborative activities of staff can positively affect the economy and quality of life of the people. In undertaking such activities reasonably, care must be taken to avoid external commitments that may

impair the University's reputation, may hinder independent scholarly inquiry, may compete with University's business interest or may affect the ability of the individual to undertake independently his/her assigned primary duties.

5.2.3 This policy is established as a guide by the University to ensure that all who act in the University's name will do so in accordance with high ethical standards. However, where an amicable resolution of a conflict of interest fails, the matter shall be resolved as provided for in this policy.

5.3 Disclosure of Potential Conflicts

Individuals and groups covered by this policy must submit a written report prior to undertaking any commitment that may conflict or appear to conflict with their primary commitment to the University. This disclosure is not intended to place specific restrictions on outside commitments but only to indicate where a report must be made to avoid conflict of interests. Disclosure by a written report is the best preventive measure to avoid any real or apparent conflict between the primary obligations of the staff and any other competing commitment. Disclosure is a continuing obligation and must therefore be updated if conflict of interest arises when an on-going relationship with an outside party changes.

5.3.1 Commitments Requiring Review and Written Approval

A specific case of conflict of interest may arise from a member of staff's relationship with an outside party that transacts business with the University**.** Such relationships might influence the conduct of the University business with the third party or the conduct of research within the University. A conflict of interest may arise when individuals and groups covered by this policy have special relationships as consultants, advisers, owners or shareholders in an outside organization undertaking business with the University. Individuals and groups covered by this policy must disclose to the University such relationships prior to the University's going into contract with the third party.

5.3.2 Commitments that Involve the Use of University Facilities or Resources

A report should be made whenever the University subsidises an outside commitment by investing its resources and thus sharing in the risk of the business. This is irrespective of any financial benefit that may accrue to the University.

5.3.3 Commitments that Support an Outside Party's Claim to an Intellectual Property

Individuals and groups covered by this policy must report any relationship they are contemplating or are undertaking with an outside party which intends to provide support to the outside party's claim to an IP.

5.4 Procedure for Reporting Conflicts of Interest

The conflict of interest shall be declared in a form designated for that purpose by the IPTTO.

6.0 COMMERCIALISATION OF INTELLECTUAL PROPERTY

6.1 Principles Guiding the Commercialisation of University IP

As a public institution, the University is committed to serving both the public and the interests of the University community. Therefore, the following principles guide the University:

i. The primary mission of the University's research is the generation and dissemination of knowledge. Academic freedom requires that University staff and students be free to pursue areas of study and research that may lead to new knowledge and possibly IP.

ii. The development and dissemination of new knowledge, technology, or scientific procedures is a valued supplement to scholarly publications.

iii. University commercialisation activities shall not inhibit the ability of University researchers to pursue research of their choice, to publish results of their work in a timely manner, and otherwise to exercise their rights of academic freedom.

iv. Licensing University-owned technology to public and commercial entities promotes the University's interest in the successful commercialisation of University-owned Intellectual Property. In some circumstances, a non-commercial method of distribution, such as open-source sharing of technology and licensing for humanitarian needs may be the preferred method of providing public access to and use of University IP.

v. The University may own a controlling equity and assert control over the direction and management of a license only when doing so achieves the following objectives: (a) the license enhances the potential for the licensee to successfully develop and make available to the public useful products and services; and (b) the license increases the potential value of the University's investment.

Consequently, the University shall:

i. encourage transfer of Intellectual Property to interested parties in a manner that preserves the interest of University, the transferee, the researcher and the general public;

ii. ensure that the technologies and other Intellectual Property developed at the University are effectively marketed or advertised to potential users in the industry and other sectors and set up fair terms of licensing while giving special preference to local manufacturers;

iii. establish a system of quality control and monitoring mechanism for the license;

iv. ensure that there is balance between public and commercial interests;

v. ensure that all licensing or assignment of University Intellectual Property:

a) are subject to this policy;

b) are done competitively, that is, the licensee or assignee is selected after open and competitive bidding that does not prejudice bidders who are not entities or agents of the University;

c) include the terms necessary to fulfil the requirements of and further this policy; and

d) make the licensee bear the full costs of obtaining license.

vi. under certain circumstances, consider negotiating for equity shares in lieu of, or in addition to, monetary consideration under an agreement between the University and an external entity relating to applicable Intellectual Property;

vii. encourage and initiate the setting up of incubators, start-ups and spin-off companies with a view to making the Intellectual Property available to the public on fair and reasonable terms; and

viii. ensure that the capacity of IPTTO is enhanced through the engagement of adequate number of personnel who possess relevant expertise in Intellectual Property generation and management, as well as through continual professional development of the office's staff

6.2 Commercialisation Plan/Steps/Procedure

6.2.1 Within ninety (90) days of receipt of the Report of Invention (ROI) or a longer time if accepted by all parties, the IPTTO and the researcher/creator will prepare a mutually acceptable commercialisation plan outlining the options to be considered for the commercialisation of the IP.

6.2.2 The plan will be prepared in the spirit of this policy and shall address such matters as the need for further evaluation, additional research, Intellectual Property protection, seed funding, potential sources of finance as well as delays.

6.2.3 The plan shall outline the responsibilities of the IPTTO and the researcher/creator in the commercialisation process.

6.2.4 Should the IPTTO and the researcher/creator fail to agree on a mutually acceptable commercialisation plan, the matter shall, at the researcher's/creator's choice, be resolved through the dispute resolution and appeal processes of this policy.

6.3 Allocation of Cost for Commercialisation

Unless otherwise stated or agreed between the parties, all costs associated with the protection of the University's Intellectual Property shall be borne by the University.

6.4 Assignment of Intellectual Property Rights

Except in cases where the rights of the University are assigned to the researcher(s)/creator(s), all rights to IP that the researcher(s)/creator(s) wish to commercialize shall be assigned by the researcher(s)/creator(s) to the University within thirty (30) days of completion of the commercialisation plan. Except for moral rights where they exist, which shall remain with the researcher(s)/creator(s), the University shall then become the sole owner of all rights to the IP.

6.5 Decision not to Commercialise IP

6.5.1 Following the disclosure of a potential IP to the University, the IPTTO shall decide whether it will pursue commercialisation of such and shall inform the researcher(s)/creator(s) of its decision within ninety (90) days of receipt of the Report of Invention or Disclosure of IP.

6.5.2 Should the researcher/creator disagree with that decision, he may, in writing, refer the matter to BRID, which will accept or reject the IPTTO's recommendation and within sixty days of receipt of appeal, communicate its decision to the researcher(s)/creator(s).

6.6 Decision to Stop Commercialisation

6.6.1 Once commercialisation of an IP has been initiated, the IPTTO may at some point in time decide to terminate the process if it establishes sufficient grounds for doing so.

6.6.2 Where the researcher/creator disagrees with the decision in item (i), he may, in writing, refer the matter to BRID which will accept or reject the IPTTO's recommendation and within sixty days of the receipt of the appeal, communicate its decision to the researcher/creator.

6.7 Appeal against the Decision of Board of Research, Innovation and Development on Commercialisation.

The Board of Research, Innovation and Development (BRID) of the University has the final say over commercialisation of any IP. Therefore, notwithstanding other provisions in this policy, a decision made by BRID not to initiate commercialisation or to terminate on-going commercialisation process shall be final and shall not be subject to further appeals.

6.8 Transfer of Rights

6.8.1 The University may assign its right to commercialise the IP assets to the researcher(s)/creator(s) in the following cases:

i. Where the University declines to pursue commercialisation or decides to cease its efforts to commercialise the IP under this policy;

ii. Where the University has been unsuccessful in commercialising the IP assets within three years of acquiring the patent for the IP;

iii. Where the University and the researcher(s)/creator(s) agree that the researcher(s)/creator(s) can successfully commercialize the IP assets independently of the University;

iv. Where the researcher(s)/creator(s) wish to develop the IP for non-commercial purposes that are in line with this policy, provided that the University shall have the right to recover from the researcher(s)/Creator(s) all proceeds and benefits that have accrued from the assigned rights if the University believes that mistrust has arisen between itself and the researcher(s)/Creator(s);and

v. Where the IPTTO and the researcher(s)/creator(s) have failed to agree on a mutually acceptable commercialisation plan and the parties have mutually agreed not to take advantage of the dispute resolution mechanisms.

6.8.2 Even after the University has assigned to the researcher(s)/creator(s), its right to commercialize an IP, it requires the researcher(s)/creator(s) to pursue commercialisation of the IP in ways that do not conflict with the interests of the University.

6.8.3 The assignment of right to commercialize an IP does not in any way confer the ownership of the IP on the assignee.

6.9 Documentation

Whenever right to commercialize an IP are assigned by the University to the researcher(s)/creator(s) under this policy, the University may execute any document reasonably required for the purpose of protecting and commercialising the IP.

6.10 Protection of Intellectual Property Rights

i. The University shall seek legal protection of the Intellectual Property underlying all its IP related assets.

ii. The University shall suspend the pursuit of protection for an Intellectual Property where successful commercialisation seems unlikely in the time being.

7.0 DISTRIBUTION OF REVENUE OBTAINED FROM THE COMMERCIALISATION OF INTELLECTUAL PROPERTY

7.1 Monetary Proceeds

Revenues accruing from the commercialisation of an IP in the form of royalties and/or equity holdings shall be distributed in such a manner as to achieve three objectives: the creation of more Intellectual Property in the University, the conversion of IPs into useful technologies and the transfer of technology from the University to the public. The revenue to be distributed shall be the net revenue after accounting for all expenses incurred in the course of protecting and commercialising the IP.

All monetary proceeds from commercialisation of IP assets shall be distributed as contained in this policy unless legal requirements or contractual agreements require otherwise.

7.1.1 Allocation of Gross Income

i. 10% of the gross income shall be allocated to the University to cover expenses for services rendered and any indirect expenses incurred.

ii. 10% of the gross income shall be allocated to the IPTTO to cover expenses associated with the management of the Intellectual Property and to further support activities of the IPTTO devoted to Intellectual Property creation, protection and commercialisation.

iii. All direct costs relating to protecting and commercialising of the IP assets shall be deducted from the gross income. The balance of the income shall constitute the Net Income.

7.1.2 Allocation of Net Income

i. 50% shall be allocated to the creator(s) in their personal capacity. This income shall be taxable.

ii. 30% shall be allocated as follows:

   a) 10% shall be allocated to the University Research Account of the creator(s) for use in his research work;
   b) 12% shall be allocated to the Department/Centre of the creator(s); and
   c) 8% shall be allocated to the Faculty/Centre of the creator(s) to be administered by the Dean/Director of the Faculty/Centre.

The funds in this item (ii) shall be used for research only and shall not be allocated to any individual for personal use.

iii. 20% shall be allocated to the central account of the University.

In cases where the number of creators of an IP is more than one, the fund will be allocated in proportion to their contributions to the IP as mutually agreed between them. If the joint creators fail to reach an agreement, then the income shall be distributed among them in a proportion based on individual contribution as determined by the IPTTO. If the co-creators or any of them reject the decision of the IPTTO, they may refer the matter to the Dispute Resolution Panel established by Section 8.3 of this policy.

7.1.3 Shared Ownership

i. The University and the creator(s) of an IP shall have the option to offer to each other either a single upfront payment or recurrent royalties from licensing of the IP.

ii. In cases where shares have been allocated to the University in an entity to which IP is Licensed or assigned, if the income is generated through sale of shares or payment of dividends arising from the shares, the University and the creator(s) of the IP shall reserve their rights to negotiate special and fair terms concerning revenue distribution in accordance with the sharing formula in this policy.

iii. If an enterprise is to be created to pursue the commercialisation of an IP (or a set of IPs), an agreement shall be made between the University and the creator(s) of the IP (or IPs) regarding:

   a. the shares of equity to be invested in the enterprise by the two parties;
   b. the condition to be set for third parties that may want to invest in the enterprise;
   c. the management of the enterprise, including the appointment of its board, executives and staff;
   d. the development and implementation of the enterprise's business plans and strategies, and investment decisions;
   e. the accounting, auditing and reporting systems of the enterprise;
   f. the assignment of the assets, dividends and liabilities of the enterprise to the parties that have invested in the enterprise;
   g. the assignment of rights, roles and responsibilities to the parties with stakes in the enterprise; and
   h. how the interest of the University and the public will be pursued and/or preserved by the enterprise.

7.2 Implementation

7.2.1 This policy is to be interpreted and implemented in a manner that does not infringe on academic freedom or restricts the ability of researchers to publish and present the results of their scholarly work.

7.2.2 The revenue distributable shall be net after offsetting all the expenses incurred by the University in protecting and commercialising the Intellectual Property, and in prosecuting all infringements that may arise.

7.2.3 The Board of Research, Innovation and Development shall assess the effectiveness of this policy and the appropriateness of its revenue distribution formulae at intervals of not exceeding five years.

7.2.4 The Board of Research, Innovation and Development shall report its findings to the Vice Chancellor who shall consequently set up a Committee to review the policy as provided for in Section 8.5 of this policy.

8.0 ORGANS AND INSTRUMENTS GUIDING THE IP POLICY

The management, protection and commercial development of Intellectual Properties in the University requires the necessary framework for the implementation of this policy and the provision of legal safeguards for the protection of IP rights of the University and other parties. To this end, the University shall have in place the following:

8.1 Intellectual Property Board

8.1.1 Membership

8.1.1.1 The University shall have a Board of Intellectual Property with the following members:

i.	The Vice-Chancellor	Chairman
ii.	All Deputy Vice-Chancellors who are in office at any given time	Members
iii.	The Registrar	Member
iv.	The Bursar	Member
v.	The University Librarian	Member
vi.	The Dean of Postgraduate School	Member
vii.	The Deans of Faculties	Members
viii.	Two Representatives of the University's Senate	Members
ix.	Two Representatives of the University's Congregation	Members

x. Director of the IPTTO	Member
xi. Director for International Collaboration, Research, Exchange and Linkages	Member
xii. Director of the University's Legal Unit	Member
xiii. Legal and Compliance Manager of IPTTO	Member
xiv. Finance Officer of IPTTO	Member
xv. Registrar's Nominee	Secretary

8.1.1.2 The representatives of the Senate and Congregation shall have a tenure of two years which could be renewed once by the bodies they represent.

8.1.1.3 The Board shall have the power to set up committees or panels consisting of its members to carry out its responsibilities.

8.1.1.4 The Vice-Chancellor shall have the power to appoint ad hoc members to the board, where a clear need exists for such members on the board.

8.1.2 Duties of the Board of Intellectual Property

The responsibilities of the Board shall be to:

i. consider and advise the Vice-Chancellor on all matters of policy relating to Intellectual Property or Intellectual Property Rights;

ii. interpret and provide oversight for the administration of the University's Intellectual Property Policy;

iii. determine the general performance of IPTTO and approve action plans for the office;

iv. consider and approve half-year business, financial and any other reports of the IPTTO; and

v. perform other duties provided for by this policy or as may be necessary from time to time for the proper implementation of this policy.

8.2 Directorate of Intellectual Property and Technology Transfer (IPTTO)

8.2.1 Responsibilities of the Directorate of Intellectual Property and Technology Transfer

A Directorate known as Intellectual Property and Technology Transfer (IPTTO) shall be created to be responsible for the management of protection and commercialisation of

Intellectual Property of the University. The directorate shall be responsible for the following:

i. achieving the goals and objectives set out in Section 1.3 of this policy.
ii. coordination of IP disclosures;
iii. conducting IP audit in the University once every calendar year or once every academic session or as may be necessary from time to time;
iv. undertaking of IP search;
v. completion and pursuit of applications for patents, copyrights and other IPR(s);
vi. processing and safeguarding of all IP agreements;
vii. evaluation of the commercial potential of all IP(s);
viii. obtaining appropriate protection for all IPs;
ix. identification of and engagement with suitable commercial development partners;
x. approving, advising on and coordinating IP exhibition by the University or any part thereof;
xi. negotiation and management of licenses, contracts and agreements;
xii. ensuring the handling of IP disclosures and processes with utmost confidentiality;
xiii. ensuring that the distribution and disbursement of revenues accruing from the commercialisation of IP assets are made as provided for by this policy; and
xiv. performing other functions demanded of it by this policy and the Board of Intellectual Property.

8.2.2 Units of the Intellectual Property and Technology Transfer Office

The IPTTO shall have four units each to be headed by a manager, assistant managers and other supporting staff that may be appointed for the units as may become necessary. These units are:

i. Legal and Compliance Unit;
ii. Operations Unit;
iii. Business Development and Marketing Unit; and
iv. Finance Unit.

8. 3 Officers of the Directorate of Intellectual Property and Technology Transfer

There shall be officers appointed by the Vice–Chancellor to manage the IPTTO. The officers shall serve for a tenure of two years which will be renewable once for another two years. The officers shall be as follows:

8.3.1 Director:

There shall be a Director who be responsible for:

i. the day-to-day management of the IPTTO;

ii. the implementation of schedules of duty and realization of the objectives of the office as set out in section 8.2.1;

iii. implementation and enforcement of the IP Policy; and

iv. any other duty as may be assigned by the Vice-Chancellor.

8.3.2 Legal and Compliance Manager

The Legal and Compliance Manager shall be responsible for:

i. confirming through due diligence the capacity of prospective partners, investors and clients;

ii. participating in negotiations, contract drafting, reviewing and issuing core IP contract documentations (e.g., non-disclosure agreements);

iii. ensuring all related correspondences and documentations are recorded securely and systematically;

iv. ensuring compliance of parties to terms of IP related contracts, agreements and other IP related documents involving the University;

v. reviewing all contracts and award letters associated with funding of IP projects and any third party contracts related to IP projects;

vi. identifying potential legal or contractual constraints relating to transacting IP projects and working with the Director of IPTTO and others involved to resolve any issues arising;

vii. drafting due diligence reports ensuring that key information is provided accurately and comprehensively;

viii. ensuring that patent examination, documentation and processes comply with legal and policy standards and requirements;

ix. management of IP infringement cases together with external legal experts on behalf of the University;

x. enforcement of compliance of the IP processes with relevant local and national laws, regulations and policies as well as with this policy and other policies and regulations in force; and

xi. providing relevant advisory and support for the promotion and regulation of start-ups meant to pursue commercialisation of IPs in accordance with this policy.

8.3.3 Operations Manager

The Operation Manager shall be responsible for:

i. conducting preliminary IP searches for researcher(s)/creator(s), lecturers, students and other persons covered by the IP policy;
ii. conducting state-of-the-art IP searches on disclosed and assessed IPs;
iii. assisting creators in drafting their patent specifications and completing their patent application forms;
iv. conducting critical evaluation of submitted creations to determine their novelty and/or possible areas of improving them;
v. interaction with other IPTTO colleagues and Patent Examiners to implement patent processes and respond to observation raised on patent applications;
vi. ensuring that patents are renewed as at when due;
vii. ensuring that the University's patent renewal records are accurate and free of errors;
viii. liaising with the relevant stakeholders to ensure that royalties, obligations and payments are promptly recovered and royalties are allocated accordingly;
ix. updating and maintaining records of all post-deal activities on IP management database including up-to-date contact details of licensees;
x. supporting the Director of IPTTO in maintaining regular contacts with licensees to ensure good on-going relationships;
xi. producing routine reports from the IP management database as may be required from time to time;
xii. liaising with the Directorate of Research, Innovation and Development to identify sponsored research agreements and liaise with academic staff members and IPTTO colleagues to determine whether IP arising from sponsored research has commercial potentials; and
xiii. liaising with his colleagues in the IPTTO, as appropriate, to assist with negotiating appropriate revenue streams from commercialisation of IPs.

8.3.4 Business Development and Marketing Manager

The Business Development and Marketing Manager shall be responsible for:

i. identification and exploration of commercialisation opportunities for IPs;
ii. facilitating partnerships between the University and other stakeholders and investors towards the creation and commercialisation of IPs;
iii. facilitation of costumer and vendor qualification requirements and communication;
iv. participation in negotiations;
v. carrying out business or market feasibility studies for technology products;
vi. providing business and entrepreneurial advice to staff and students;
vii. promotion of subsidiary companies;
viii. drafting of business plans, market feasibility reports, commercialisation plans and timelines and other business documents for the IPTTO; and
ix. Projecting IP-related products of the University to the market.

8.3.5 Finance Manager

The Finance Manager shall be responsible for:

i. keeping financial records and managing the IPTTO's day to day accounts;
ii. preparation of periodic account books, statements and documents as will be required from time to time;
iii. advising on financing, taxation and/or other related issues on Intellectual Property as will become necessary from time to time; and
iv. performing other functions that will support proper finance and accounting of all the operations of the IPTTO and/or as directed by the Director of IPTTO

8.3.6 Secretary of the IPTTO

The University Registrar shall deploy a staff to serve as Secretary of the IPTTO. The Secretary shall:

i. be a senior staff of the University with sound and demonstrable administrative, communication and writing skills;
ii. record and manage IPTTO's activities and correspondences;
iii. take minutes in meetings of the IPTTO and in all other meetings that the Director of IPTTO directs him to take minutes; and

iv. generally and reasonably support the Director and other Officers of the IPTTO in realizing the responsibilities and goals of the Directorate.

8.3.7 Administrative and Clerical Officers

The Registrar shall deploy to the IPTTO secretarial staff, office assistants and other administrative staff as may be requested by the Director of IPTTO.

8.3.8 Intellectual Property and Technology Transfer Office Representatives of Faculties

In liaison with the Deans/Directors of Faculties/Centres, the Director of IPTTO shall recommend to the Vice-Chancellor, academic staff of Faculties to be appointed as IPTTO Representatives of Faculties. There shall be one such officer for each Faculty, whose tenure shall be two years and renewable for another two years. No Faculty Representative shall serve for more than four years.

8.4 Dispute Resolution

Disputes may arise at the various stages of protecting and commercialising an IP and it is the responsibility of the University to ensure that such disputes are resolved amicably for the good of the University, the public and the parties concerned. Where an amicable resolution of a dispute is not achieved, the matter shall be referred to either the IP Dispute Resolution Panel or the ADR procedure under the University's alternative dispute resolution policy.

The IP Dispute Resolution Panel shall have the following members:

i. A Deputy Vice-Chancellor appointed as the Chairman of the Panel by the Vice-Chancellor;
ii. The Director of IPTTO;
iii The Director of the Directorate of Research, Innovation and Development;
iv. The Dean/Director of the Faculty/Unit of the Creator of the IP that is the subject of dispute;
v. If the creator is a member of an academic department, the Head of his/her department;
vi. A representative of the Staff Union of the creator of the IP that is the subject of the dispute;
vii If the dispute involves a student, a representative of the Student Union;
vii If the dispute involves a postgraduate student, both the Dean of the student's School and the Dean of postgraduate School;
viii The Legal and Compliance Manager of the IPTTO; and

vix A nominee of the Registrar who will serve as the Secretary.

A party that is not satisfied with the decision of the panel may appeal to the Board of Intellectual Property of the University and, if still not satisfied, has a further right of appeal to University Council. The decision of the Council shall be final and binding upon all the parties.

8.5 Amendments

The University's Board of Research, Innovation and Development shall have the powers to amend any error or inconsistency observed in this document insofar as such amendments do not amount to policy changes. Policy changes shall be addressed by reviews as provided in Section 8.6 of this Policy.

8.6 Review

This Policy may be reviewed at intervals not exceeding five years in order to take account of new legal, policy and institutional developments.

The Vice-Chancellor shall set up a committee to review the policy. The committee shall be headed by a Professor and membership of the committee shall include the Director of IPTTO, the Director of CICOREL, one (1) representative of the Legal Unit, at least two (2) members of the Senate, and any other representation as deemed fit by the Vice-Chancellor.

8.7 Breach of the Rules of this Policy

Breach of the provisions of this policy shall amount to misconduct and shall be dealt with under the normal disciplinary procedures of the University for both staff and students.

8.8 Entry into Force of this Policy

This policy shall come into effect on approval by the University's Governing Council

All Intellectual Property (IP) related agreements, projects and programmes started or concluded by the University and creators of IPs at an earlier time than the approval of this policy shall be made to conform as much as possible to the provisions of this policy.

8.9 Sources of Information

The provisions of this Intellectual Property Policy are based on existing Intellectual Property Policies of several Universities as well as the guidelines and models from WIPO and NOTAP. The following IP Policies and documents were taken into account during the development of this IP Policy.

i. Adebambo, A., Nigerian Copyright System: Principles and Perspective (1st Ed. Lagos: Odade Publishers, 2012)

ii. Babafemi, F.O., Intellectual Property: The Law and Practice of Copyright, Trade Marks, Patents, Industrial Designs in Nigeria (1st Ed. Ibadan: Justinian Books Ltd, 2007)

iii.Copyright Act, LFN, 2004

iv Cornish, W.R., Intellectual Property: Patents, Copyrights, Trade Marks and Allied Rights (3rd Ed. London: Sweet and Maxwell 1996)

v. Federal Government of Nigeria's Science, Technology and Innovation (ST&1) Policy, 2011

vi. Imperial College London's Intellectual Property Policy,

vii NOTAP's Guidelines on Development of Intellectual Property Policy for Universities and R & D Institutions, 2006

viii Ocheme, P., The Law and Practice of Copyright in Nigeria (Zaria: Ahmadu Bello University Press, 2000) ix. Oyewunmi, A.O., Nigerian Law of Intellectual Property (Lagos: University of Lagos Press and Bookshop Ltd, 2015)

vix. Patents and Designs Act, LFN, 2004 Southern Illinois University's Copyright Policies and Guidelines,

x . The Johns Hopkins University's Intellectual Property Policy, 2011

xi. The University of Massachusetts's Intellectual Property Policy, 1997

xii Torremans, P., Holyoak and Torremans Intellectual Property Law (5th Ed. New York: Oxford University Press, 2008)

xiii. Trade Marks Act, LFN, 2004

xiv. University of Ibadan Intellectual Property Policy, 2012.

xv. University of Manchester Job Description for Intellectual Property & Legal Administrator, September 2017

xvi. World Intellectual Property Organization (WIPO), Guidelines on Developing Intellectual Property Policy for Universities and R&D Institutions in African

Countries, *WIPO Publication No. 848(E) ISBN 92-805-1094-2*

xvii. World Intellectual Property Organisation (WIPO), Model Intellectual Property Policy for Universities and Research Institutions.

ENDORSEMENT

Submitted by:

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Approved by:

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