



UNIVERSITY OF BENIN

INTELLECTUAL PROPERTY POLICY

MARCH 2023

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SECTION I. INTRODUCTION

The primary functions of universities are education, research, the expansion of knowledge, and the application of that knowledge to advance the common good. It is in the context of advancing the common good that the University of Benin (UNIBEN) supports and encourages efforts directed at bringing the fruits of research in diverse fields of knowledge to public use and benefit. It is the policy of UNIBEN to publish research results and to foster the use of University inventions, discoveries and other works for the common good. When research results and other scholarly works take the form of intellectual property (IP), UNIBEN must establish a clear and explicit IP Policy that will protect the interests of both its creators and UNIBEN while ensuring that society benefits from the fair and full dissemination of that knowledge.

SECTION II. OBJECTIVES

UNIBEN has established this IP Policy to:

- 1) Encourage and aid research at the University;
- 2) Provide an organisational structure and procedures through which inventions and discoveries from research may be made readily available to the public through channels of commerce;
- 3) Establish standards for determining the rights and obligations of the University, creators of intellectual property (e.g., inventors, developers, authors) and their sponsors with respect to inventions, discoveries and works created at the University;
- 4) Provide financial compensation as well as professional recognition to inventors;
- 5) Ensure compliance with applicable laws and regulations and enable the University to secure sponsored research funding at all levels of research; and
- 6) Encourage disclosure of inventions and discoveries and their evaluation for possible patenting and licensing.

SECTION III. EFFECTIVE DATE

This policy becomes effective on March 29, 2023, and applies to all intellectual property disclosed to UNIBEN on or after the 29th day of March, 2023.

SECTION IV. SCOPE OF THE POLICY

This Policy shall apply to all IPs generated at UNIBEN by academic staff, non-teaching staff, students and visitors. The Policy covers all types of inventions, including Copyrights, Patents, Computer Programmes and Software, Technology- Mediated Instructional Materials, and other types of Intellectual Property – Trademarks, Service Marks, and Trade Dress, Mask works, Plant Varieties, Geographical Indications, Traditional Knowledge, Trade Secret and Know how; Integrated Circuits or Layout Designs; Tangible Research Property (TRP), Genetic Resources, Cultural Expressions and Socio-cultural Innovations, and Utility Models. The Policy also covers “insignia, marks and symbols, including, but not limited to the official seal, logo and domain name of UNIBEN.

A. Binding Effect of the Policy

This policy, once adopted by the Senate of the University of Benin, becomes binding on all academic staff, non-teaching staff, students, and visitors on the following grounds:

1) Academic and Non-Teaching Staff

UNIBEN shall ensure that the employment contract or other agreement establishing any type of employment relationship between the University and staff members include a provision placing staff members under the scope of this policy.

2) Students participating in a Research Project

UNIBEN and all its responsible officials shall ensure that students participating in a research project sign an agreement before the commencement of the project, to the effect that they have read and will comply with the provisions of this policy accordingly.

3) Visitors

The University and its relevant official shall ensure that all visitors of the institution sign an appointment agreement before commencing any research activity at the University. Such agreements shall place the visitor under the scope of this policy, a copy of which shall be made available to the visitor.

B. Background IP

Upon the commencement of employment, enrolment or an appointment, academic staff, non-teaching staff, students and visitors must declare any existing IP they wish to exclude from the application of this Policy due to creation, prior to their employment, enrolment, or appointment at the University.

C. Applicability

This Policy applies to faculty, staff (including student employees), graduate students, post-doctoral fellows, and non-employees (including visiting faculty, affiliate and adjunct faculty, industrial personnel, fellows, etc.) who participate in research projects capable of producing a subject matter of intellectual property protection. Rights and obligations under this policy shall survive any termination of employment, enrolment or appointment at UNIBEN.

D. Informed Consent

This Policy shall be widely disseminated by the University to the relevant sectors of its community, including on the University's website and the University's handbook. In addition, a reference to this Policy shall be made in (the terms and conditions of enrolment of students), academic catalogues or their equivalent. The said reference shall be in sufficient detail to enable the full text of the Policy to be easily accessed. The Policy shall also be made available to staff at the point of being employed by the University. Adequate reference shall be made to it in the staff's letter of appointment to facilitate its dissemination.

E. Relationship with existing policies

This policy should be read in conjunction with the following, (if established):

- University Information Technology (IT) Regulations
- University Acceptable Use Policy
- Academic Regulations Handbook
- Library Handbook
- Student Code of Conduct
- Staff Disciplinary Procedures
- University's Procedure for Dealing with Allegations of Misconduct in Academic Research.

SECTION V. OWNERSHIP OF INTELLECTUAL PROPERTY AND RIGHT OF USE

A. IP Created by Academic and Non-Teaching Staff

1). University ownership

- a). The University is presumed to own all IP created by a person:
 - i) In the course of employment, engagement or enrolment; and
 - ii) Making substantial use of the University's resources.

b). Ownership of Copyrights in Theses and Dissertations shall be as follows

i) Copyright ownership of theses/dissertation generated by research that is performed in whole or in part by the Student with financial support in the form of wages, salaries, stipend, or grant from funds administered by the University shall be determined in accordance with the terms of the support agreement, or in the absence of such terms, shall become the property of the University.

ii) Copyright ownership of theses/dissertation generated by research performed in whole or in part utilizing equipment or facilities provided to the University under conditions that impose copyright restrictions shall be determined in accordance with such restrictions. Questions regarding restrictions imposed on any of the University's facilities or equipment shall be addressed to the Administrative Officer of the laboratory or department, or to the appropriate Contract Administrator in the office of sponsored programs.

iii) Students shall own the copyrights to theses/dissertations not within the provisions of (a) and (b) above; however, a student must, as a condition to a degree award, grant royalty-free permission to the University to reproduce and publicly distribute copies of his/her thesis/dissertation.

iv) Where significant use is made of the University's facilities or equipment provided by the University without copyright restrictions, students own copyrights in theses/dissertations as provided in (c) above; however, software code, patentable subject matter, and other Intellectual Property contained or disclosed in the theses/dissertations are subject to the significant use policy.

2) *Staff Members Ownership*

Notwithstanding the foregoing, Staff members shall own/co-own the IP they have created:

a) When such IP

- i) Is outside the course and scope of their employment and without substantial use of the University's resources;
- ii) Consists of scholarly/creative works;

b) If the University has not claimed ownership, or does not wish to claim ownership and has not communicated to the creator otherwise in writing within (*usually no more than 60 days*) or fails to take necessary steps to assert ownership, including application for registration.

3) *IP emanating from Research Contract*

In the absence of provisions to the contrary in the terms of the research contract, the national law shall regulate ownership of IP created by staff members in the course of the contract (*where there is no substantial use of the university's resources*).

4) *Appointment of Staff Members at another University*

It is the responsibility of each staff member that holds honorary, academic, research, or other appointment at another University to bring to the attention of the

host, including its IPTTO, its obligations in terms of this Policy, prior to the tenure at the host University or organization. To the extent that the host IP Policy makes a claim on IP created by the staff member pursuant to such appointment, the staff member shall ensure that the host negotiates a suitable IP arrangement with the Home University.

B. IP Created by Students

1) Student Ownership

IP created by a student in the course of study at the University (including theses, dissertations, and other scholarly works) shall be owned by the student. This contrasts with the IP created by a student in a research project, as per Section VB.3 below.

2) Thesis or Dissertation

The student is deemed to have granted a royalty-free license to the University to reproduce their thesis, dissertation or other scholarly works and to include it in the University repository.

3) Students' Research Projects

IP emanating from a student's research project shall be owned by the University in the following circumstances:

- a) If the research project is funded by the University resources, created by making substantial use of the University's resources (excluding supervision) and there is no re-imbursement agreement concluded between the University and the student;
- b) If the research carried out by the student forms part of the University's research projects;

4) IP emanating from Students' Research Contracts

The terms of the research contract shall regulate the ownership of IP created by a student. (See Section VA.3).

5) Bursaries/Scholarships

An external party that grants a bursary or scholarship to a student may elect to own the IP created by that student in the course of his/her study at the University provided the student and the University have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable national law (or provision of this policy).

6) University Ownership Responsibilities in Respect of Students

If the University is the owner of IP created by a student, in terms of Section VB.3 or Section V.4, and hence created in terms of a research project or research contract respectively, the University shall:

- a) Provide the student with an explanation of the reasons for the assignment of IP rights to the University;
- b) Advise the student to seek independent advice regarding the assignment;
- c) Obtain a deed of assignment from the student for all IPRs emanating from the student's research contract or research project, where relevant, in return for revenue sharing as provided for in Section XIV; and
- d) Withdraw the student from the research project or research contract if a student elects not to assign the relevant IPRs to the University.

7) Management of Student - owned IP

Intellectual Property and Technology Transfer Office (IPTTO) shall upon agreement, provide commercialization services to students for their IP. In this event, students shall be required to assign their IP to the University and shall be afforded the same rights and obligations as Staff Members under this Policy.

C. IP Created by Visitors

1) Ownership

Unless otherwise agreed to, in writing by the University and the Visitor's home University prior to the tenure at the University, Visitors are required to assign to the University any IP:

- (a) Created in the course and scope of their appointment at the University; or
- (b) Created by making substantial use of the University's resources.

2) Disclosure

On departure from the University, a Visitor must sign and submit an IP Disclosure form to the IPTTO, disclosing any IP created, as per Section VA.3, whilst at the University.

D. Special Rules for Course Materials

1) University ownership

The University shall own the IP in Course Materials created by a Staff Member or a Visitor, with the exclusion of Course Materials that are created from or for Open Educational Resources, in accordance with Section VG.1

2) License by the University

The University shall grant the Creators of Course Materials a royalty free, nonexclusive license to use the Course Materials created by them for teaching and Research purposes at the University.

E. Special Rules for Scholarly Works

1) Publications

The University recognises and endorses the rights of Staff Members, Students, and Visitors to publish their Scholarly Works, provided that any Scholarly work which may disclose any possible University's IP shall first be cleared with the IPTTO.

2) University Repository

Staff Members, Students and Visitors shall endeavour to obtain publishers' permission to include published Scholarly Works in the University repository whether as a published edition or in pre-publication form.

3) License to the University

Staff Members, Students and Visitors shall grant the University a non-exclusive, royalty free license to use their Scholarly Works for the University's administrative, promotional, Research and teaching purposes.

F. Moral Rights

1) Recognition

The University undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works to wit;

- a) The rights of attribution of authorship in respect of the copyright works;
- b) The rights not to have authorship of the copyright works falsely attributed; and
- c) The right of integrity of authorship in respect of the copyright works.

2) *No Waiver*

Under no circumstances shall the University require staff Members, Students, or Visitors to waive or refrain from exercising their moral rights as a condition of employment, enrolment, appointment or funding.

G. Public Domain

1) *Public Domain*

The University IP shall form part of the Public Domain in the following circumstances:

- (a) If a Research Contract provides that the Research results be placed into the Public Domain; or
- (b) If Staff Members or Visitors made use of Open Educational Resources (OERs) or resources licensed through Open Source or Creative Commons Licenses and the licensing conditions require release of derivatives into the Public Domain.

2) *Release into the Public Domain*

The University shall release IP into the Public Domain in the following circumstances:

- (a) Where it is deemed to be in the public interest;
- (b) If the IP has low commercial or other development potentials and low prospects of fostering the development of new products or services; or
- (c) If deemed necessary by the University.

H. Use of Third-Party Copyright Works

1) *Third-Party Copyright*

Third-Party copyright refers to copyright works created by someone other than yourself.

2) *Scope*

This part of the policy covers the use of all third-party copyright protected, printed, electronic and digital material (including, works stored on local and remote drives and on internet sites) which are used within the scope of University activity.

3) *Compliance*

- a). Staff and students may not reproduce copyright works other than to the extent permitted by law or by appropriate licences or permissions from the copyright owner.
- b). Provided certain conditions apply, copying may be permissible under exceptions found in the Copyright Act, including:
 - i) For non-commercial research or private study;
 - ii) For criticism, review and news reporting
 - iii) Quotation;
 - iv) Caricature, parody or pastiche; and
 - v) Educational exceptions (including,
 - Illustration for instruction.
 - Copying for the purposes of examination.
 - Recording by educational establishments of broadcasts.
 - Copying and use of extracts of works by educational establishments.
- c) The user of these exceptions is required to apply their own judgement as to whether or not their copying would be defensible.

4) *Responsibilities*

- a). All heads of Professional Services and Faculties/Schools are responsible for creating a

compliant environment.

- b). Members of the University are required to exercise personal responsibility when using third party copyright works to ensure that the appropriate permission has been obtained.

5) *Copyright infringements*

- a) Copyright infringement can be subject to penalties including fines and imprisonment under civil and criminal law. Any member of the University who breaches this policy may be held personally liable for their actions and may be subject to appropriate internal disciplinary procedures.
- b). All alleged breaches of the Copyright Policy shall be notified to the IPTTO through the University IT Service Desk as per the Information Security Incident Management Procedure.
- c). In accordance with that procedure the IPTTO shall advise on the implications, potential remedies and mitigation actions in response to an alleged breach.

6) *Copyright Licences*

The Copyright Act encourages the setting up of Licensing Schemes (Collective Management Organizations) to extend permitted copying in return for fees that are returned to copyright owners. The University, where appropriate, would subscribe to these schemes.

SECTION VI. GOVERNANCE AND OPERATION

A. Implementation Authority

The Vice Chancellor, through the Intellectual Property and Technology Transfer Office (IPTTO), shall have the authority and responsibility for implementation and coordination of this policy. Subject to the other provisions of this policy and applicable law, the Vice Chancellor may enter into agreements with respect to ownership, licensure, disposition of intellectual property, disposition of royalty income, resolution of disputes, and other matters related to intellectual property in which the University has an interest under this policy. The Vice Chancellor may also register intellectual property; seek protection under copyright, trademark, and/or patent laws; and enforce, defend, manage, and take any action relevant to the institution's intellectual property rights that is necessary for the proper administration of this policy.

The goal of the Intellectual Property and Technology Transfer Office (IPTTO) is to promote the transfer of University technology for society's use and benefit while generating income to support research and education. The IPTTO, under the office of the Vice Chancellor shall oversee the implementation and evolution of this Policy and provide strategic guidance to the University. The Director of IPTTO shall be answerable to the Vice Chancellor of the University.

A wide range of Intellectual Property, developed through industrially funded research, publicly funded research, the use of unrestricted funds, or by some other course of research or creative activity, may be managed by the IPTTO. The IPTTO evaluates, obtains proprietary protection for, and assists in the commercial development of selected technology. The protection and commercial distribution of intellectual property may require funding from a source outside of the IPTTO, such as the creator's school, department or an outside sponsor and this must be provided for effective discharge of the duties of IPTTO.

Technology should be disclosed to the IPTTO in writing if the University has an ownership interest and the technology may be patentable or has potential for licensing. The IPTTO will provide disclosure forms on request. The Creator should consult IPTTO with respect to their duties to disclose inventions and the manner and timeliness with which such disclosures should be made to the IPTTO.

B. Oversight of Technology Transfer Activities

The Deputy Vice Chancellor (Academic) will set up Intellectual Property Committee (IPC) representing all University Faculties to provide oversight of the University technology transfer activities and of the implementation of this Policy. Particular attention shall be paid by the committee to the technology transfer mission, budget, resolution of disputes and the division of intellectual property income. The committee will make recommendations to the Deputy Vice Chancellor (Academic), and if unresolved after one month, be referred to the Vice-Chancellor for mediation.

SECTION VII. COPYRIGHTS

The IPTTO will review copyrightable University intellectual property, including software, disclosed to it. In other instances, the IPTTO may consult with creators to help ensure that proper notices are affixed to a work and that registration is made in a timely manner.

A. Ownership by Creator

Staff and Students shall have all rights in copyrights of their work, subject to Right of Use in **B** below, with the following exceptions:

- 1) Scope of Employment: the University owns all rights in copyright for work produced by non-faculty Personnel within the Scope of Employment;
- 2) Sponsored Research Agreements: the University owns all rights in copyright for work produced by Personnel or Students under Sponsored Research Agreements, federally or privately sponsored;
- 3) Signed Agreements: the University owns all rights in copyright for all work as stated in written agreements;
- 4) Computer Programmes and Software: ownership of copyrighted software and computer programmes is addressed in Section X on Computer Programmes and Software; and
- 5) Technology-mediated Instructional Materials: ownership and use of technology-mediated instructional materials is addressed in Section XI.

B. Right of Use

- 1) The University: the University shall have the right to use and reproduce for research and educational purposes scholarly and original works, whether owned by the University, personnel, or students, for which it has provided resources.
- 2) Additional Rights: if the University wishes to secure additional rights in copyrighted work, it shall so specify in writing at the time it provides resources beyond “resources usually and customarily provided” or other consideration.

C. Responsibilities of Personnel and Students

- 1) Assignment: for all work to which the University has rights of ownership under this policy, personnel and students shall, upon request, execute all legal documents designed to assist the University, or its assignees, in benefiting from such rights, as the University deems fit.
- 2) Use of Copyrighted Materials: all Personnel and Students are responsible for complying with University Guidelines on the fair use of copyrighted materials and for complying with the

requirements of copyright law, including obtaining required permissions to use copyrighted material.

D. Responsibilities of the University

1) Agreement regarding use of Resources Beyond Resources Usually and Customarily Provided: when the University authorizes or directs efforts to create a work or works using University resources beyond “resources usually and customarily provided”, it shall enter into a written agreement addressing the extent of use of resources, the schedule for the project (if appropriate); control over the work and its revisions; and ownership of the work. When the work done by Personnel routinely involves “resources beyond resources usually and customarily provided”, compliance with this section may be accomplished by including the required terms in an employment agreement.

2) Sharing of Revenue: the University shall remit to creators or their assignees or executors/administrators, their share of revenue from copyrights as specified in Section XIV.A of this policy.

3) Use of Copyrighted Materials: the University shall develop and disseminate guidelines for the use of copyrighted materials. These guidelines should address library and educational fair use as well as fair use exceptions for research and scholarly work.

SECTION VIII. PATENTS

A. Ownership

1) University Ownership

a) Within Scope of Employment: the University owns inventions created by Personnel within the Scope of Employment.

b) Use of University Resources: the University owns inventions created by Personnel, graduate Students, or professional Students with the use of University resources.

c) Signed Agreements: The University owns all inventions made by personnel or students under sponsored research agreements and as stated in written agreements.

2) Creator Ownership

a) Outside Scope of Employment: personnel, graduate students, and professional students own patent rights to inventions conceived and first reduced to practice outside the scope of employment and without the use of University resources and not subject to sponsored research agreements or other written agreements

b) Student Ownership: undergraduate, non-degree, and not-for-credit students own inventions they create unless the invention is subject to another provision of this section.

B. Responsibilities of Personnel and Students

1) Disclosure: personnel and students shall disclose inventions which are subject to University ownership to the Vice Chancellor through IPTTO in a timely manner, fully, and in writing. When uncertain about the University's rights, Personnel and Students shall disclose.

2) External Collaborations: personnel and students may not: (a) sign patent agreements or other documents (e.g., invention reports, licenses, assignments, material transfer agreements, or confidential disclosure agreements) which abrogate the University's rights; (b) make unauthorised use of the name of the University; or (c) transfer materials relating to intellectual property outside the University, except pursuant to a properly authorised material transfer agreement.

3) Assignment: as to an invention in which the University has a right to ownership or use, the inventor, upon request, shall execute promptly all contracts, assignments, waivers or other legal documents necessary to vest in the University, or its assignees, any or all rights to the invention, including assignment of any patents or patent applications relating to the invention.

C. Responsibilities of University

1) Timely Evaluation: the University shall evaluate all inventions disclosed and shall do so with reasonable promptness and in good faith. The University shall decide whether to seek legal protection of its ownership rights, such as filing for patent protection; the scope of patent protection; and whether and how to pursue, limit, or abandon commercialisation. The University may at any time decide not to pursue or to abandon the pursuit of patenting and/or commercialisation of any invention in which it has an interest.

2) Timely Information: the University shall inform inventors in a timely manner about substantive decisions regarding protection, commercialisation and/or disposition of inventions disclosed. Terms of agreements which constitute proprietary business information may be treated as confidential by the University in accordance with applicable law. The University shall notify inventors promptly when it decides either not to pursue, or to abandon pursuit of, all efforts to commercialise an invention.

3) Commercialisation: the University, at its discretion and consistent with the public interest, may license intellectual property to inventors and other entities on an exclusive or non-exclusive basis. Potential licensees must demonstrate technical and business capability to commercialise the intellectual property. Any license that allows the licensee to enforce patent rights against infringement should include terms to ensure a pathway to commercialisation. Agreements with inventors shall be subject to review and approval of conflict of interest issues in accordance with applicable University policy.

4) Assignment of Ownership: the University may assign ownership to the inventors as allowed by law, subject to the rights of sponsors and to the retention by the University of a license which at a minimum shall grant the University the right to use intellectual property in its internally administered programmes of teaching, research, and public service on a perpetual, royalty-free, non-exclusive basis. The University may retain more than the minimum license rights, and assignment or license may be subject to additional terms and conditions, such as Revenue sharing with the University or reimbursement of the costs of legal protection. The University shall negotiate promptly, upon written request by the inventors, the transfer to the inventors of the University's interest in any invention that it has chosen not to protect or commercialise, subject to any legal obligation to offer its interest to a sponsor, licensee, or another institution with rights to the invention before it can agree to negotiate the transfer of the University's interest in an invention to the inventors.

5) Sharing of Revenue: the University shall remit to the inventors or their assignees or executors/administrators, their share of revenue from inventions as specified in Section XIV.B. of this policy.

SECTION IX. COMPUTER PROGRAMMES AND SOFTWARE

A. Ownership

1) University Ownership

a) Within the Scope of Employment: the University owns computer programmes and software created by Personnel within the Scope of Employment.

- b) Use of University Resources: the University owns computer programmes and software created by Personnel, graduate Students, or professional Students with the use of University resources.
- c) Signed Agreements: the University owns all computer programmes and software created or made by Personnel or Students under Sponsored Research Agreements and as stated in written agreement

2) Personnel Ownership

- a) Outside Scope of Employment: personnel, graduate students, and professional students' own software and computer programmes conceived and first reduced to practice, and/or authored, outside the scope of employment and without the use of University resources and not subject to sponsored research agreements or other written agreements.
- b) Student Ownership: undergraduate, non-degree, and not-for-credit students own computer programmes and software they create unless the computer program or software is subject to another provision of this section.

B. Responsibilities of Personnel and Students

- 1) Disclosure: personnel and students shall disclose computer programmes and software that are subject to University ownership to the Vice Chancellor or IPTTO in a timely manner, fully, and in writing. When uncertain about the University's rights, personnel and students shall disclose. Disclosure may include deposit of a digital-time-stamped copy of the software program, with appropriate annotations.
- 2) Assignment: as to a computer program or software in which the University has a right to ownership or use, the creator, upon request, shall execute promptly all contracts, assignments, waivers or other legal documents necessary to vest in the University, or its assignees, any or all rights to the computer program or software, including assignment of any patents, copyrights, patent applications, or copyright applications, relating to the work.

C. Responsibilities of University

- 1) Timely Evaluation: the University, through IPTTO, shall evaluate computer programmes and software disclosed in accordance with Section X.B.1 and shall do so with reasonable promptness and in good faith. The University shall decide whether to seek legal protection of its ownership rights, such as filing for patent protection, the scope of patent protection, and whether and how to pursue, limit, or abandon commercialisation. The University may at any time decide not to pursue or to abandon the pursuit of patenting and/or commercialisation of any computer programme or software in which it has an interest.
- 2) Timely Information: the University shall inform creators in a timely manner about substantive decisions regarding protection, commercialisation and/or disposition of computer programmes or software disclosed in accordance with Section X. B.1). Terms of agreements which constitute proprietary business information may be treated as confidential by the University in accordance with applicable law. The University shall notify creators promptly when it decides either not to pursue, or to abandon pursuit of, all efforts to commercialise computer programmes or software.
- 3) Commercialization by Creators: the University, at its discretion and consistent with the public interest, may license intellectual property to the creators on an exclusive or non-exclusive basis. Creators must demonstrate technical and business capability to commercialize the intellectual property. Agreements with creators shall be subject to review and approval of conflict of interest (COI) issues in accordance with applicable University policy.

4) Assignment of Ownership: the University may assign ownership to the creators as allowed by law, subject to the rights of sponsors and to the retention by the University of a license which at a minimum shall grant the University the right to use intellectual property in its internally administered programmes of teaching, research, and public service on a perpetual, royalty-free, non-exclusive basis. The University may retain more than the minimum license rights, and assignment or license may be subject to additional terms and conditions, such as Revenue sharing with the University or reimbursement of the costs of legal protection. The University shall negotiate promptly, upon written request by the creators, the transfer to the creators of the University's interest in any computer program or software that it has chosen not to protect or commercialize, subject to any legal obligation to offer its interest to a sponsor, licensee, or another institution with rights to the intellectual property before it can agree to negotiate the transfer of the University's interest in intellectual property to the creators.

5) Sharing of Revenue: the University shall remit to the creators or their assignees or heirs, their share of Revenue from computer programmes or software as specified in Section XIV.B. of this policy.

SECTION X. TECHNOLOGY-MEDIATED INSTRUCTIONAL MATERIALS

If the University determines that Section X is inadequate to cover technology-mediated instructional materials, in whole or in part, the University shall insert its own policy statement in this section. The policy must be consistent with the provisions of Section X above and must be based on the University's mission and must define technology-mediated instruction and technology-mediated instructional materials. It must specify ownership rights and responsibilities for reporting by Personnel and Students, describe how materials may be protected and commercialised, specify how costs and revenue will be allocated, and describe conditions attached to use of work prepared for technology-mediated instruction by personnel and students.

SECTION XI. OTHER TYPES OF INTELLECTUAL PROPERTY

A. Tangible Research Property

The principles in Section IX that apply to inventions and patents also apply to tangible research property.

B. Mask Works

The principles in Section IX that apply to inventions and patents also apply to mask works.

C. Plant Varieties

The University owns and may protect or commercialise plant varieties according to the principles of Section IX.

D. Trademarks, Service Marks, and Trade Dress

Trademarks, service marks, and trade dress may be created in association with an underlying license for another form of intellectual property, such as a patent or a plant variety (associated with other intellectual property), or independently, such as a university logo or symbol (independently created).

1) Associated with other Intellectual Property: the University owns a trademark, service mark or trade dress if it is associated with other intellectual property owned by the University.

2) Independently Created: the University owns trademarks, service marks, and trade dress that are independently created by personnel within the scope of employment, unless the University agrees otherwise in writing.

3) Commercialisation: the University may commercialise or license its trademarks, service marks, and trade dress.

4) Registration: the Vice Chancellor or designee shall approve registration of trademarks or service marks through NOTAP.

SECTION XII. INTER-INSTITUTIONAL AGREEMENTS

A. Joint Appointments and Affiliations

This section applies when an individual has an appointment in and receives support for research or creative work from two or more Universities and when a student or student employee is earning a degree in one University but doing research or creative work in another.

1) Ownership: when more than one university can claim ownership to intellectual property under this policy, they own it jointly.

2) Management Agreements: Universities that are, or may become, joint owners of intellectual property shall enter into agreements stating which University will be responsible for management of the intellectual property. Such Universities are encouraged to negotiate standard agreements whenever possible.

a) Terms to be Addressed: the agreements shall state which institution will be responsible for:

- (i) The processing of patent applications or other forms of intellectual property protection;
- (ii) Licensing the intellectual property;

(b) The terms shall address:

- (i) How expenses and deductions from revenue will be allocated;
- (ii) How institutional net revenue will be shared; and
- (iii) The distribution of each University's share of net revenue, project specific costs, and general costs shall be addressed in the management agreement.

c) Student Requirements: with regard to students and student employees, agreements shall specify whether the degree-granting University or the supporting University will be responsible for managing intellectual property they create when that property is subject to University ownership.

3) Responsibilities of the Managing University: the University managing intellectual property under an agreement shall promptly inform the other University or Universities about steps taken with regard to ownership. Such information shall include, at minimum, copies of the invention disclosure form, documents associated with filing for statutory protection, assignment of rights, and license agreements. If the managing University decides not to proceed, the other owning University or Universities shall have the right to assume responsibility as the managing University.

4) Distribution of Revenue: the managing University shall distribute revenue to the creators and share net revenue in all cases according to Section XIV.

5) Disputes: a Vice Chancellor may ask the Chancellor of the Managing University to intercede if the Universities are unable to reach agreement or differ in their interpretation of an agreement. The Chancellor's decision shall be final and binding on all parties.

B. Joint Creators

This section applies when personnel or students from two or more Universities collaborate.

1) Early Notification: as soon as collaborators from different Universities recognise that their efforts have resulted, or are likely to result, in the creation of intellectual property; subject to this policy, they shall inform their respective Universities that an agreement is needed.

2) Agreements Govern: Universities whose personnel or students are engaged in frequent collaboration are encouraged to negotiate standard agreements within the framework of this policy. Where in place, negotiated agreements between universities shall determine ownership of intellectual property; responsibility for managing it; and distribution of expenses and revenue resulting from its development.

3) Disputes:

(a) In the event of a dispute between the participating Universities over which they are unable to reach agreement or differ in their interpretation of any clause of the Agreement, the Vice Chancellors of the participating Universities may ask the Pro-Chancellors and Chairmen of Governing Council of the Universities to intervene.

(b) The Pro-Chancellors may personally intervene to resolve the matter or constitute an odd member panel, consisting a member from each of the Universities and a neutral member. The decision of the Pro-Chancellors or of the panel, as the case may be, shall be final and binding on all parties.

SECTION XIII. COMMERCIALISATION OF IP

A. Determination of the Commercialisation Strategy

Within 9 months of the decision to protect or commercialise the IP, the IPTTO shall determine, with input from the Creators/Inventors, the most appropriate Commercialisation strategy.

B. Assistance to IPTTO

Creators/Inventors of IP which has been selected for IP protection and commercialisation by the University shall provide IPTTO with all reasonable support in the assessment, protection as well as preventing premature disclosure and execution of any document, deeds of assignment and deeds attesting to creatorship.

C. Sovereignty and Cooperation

The University shall have the sole discretion regarding the commercialisation of IP owned by it. Notwithstanding, the University shall ensure that efforts are made to keep the Creators/Inventors informed and where appropriate, involved in the commercialisation of the IP to which they contributed.

D. Commercialisation Pathways

Modes of IP Commercialisation may include:

- a). License, either exclusive or non-exclusive, and variations thereof. Preference for licensing, to small and medium sized companies or businesses;
- b). Assignment in extraordinary circumstances;
- c). Formation of a Commercialisation entity to which the IP is licensed or assigned in terms of this Policy;
- d). Non-profit use or donation;
- e). Joint ventures;
- f). Royalty free access on humanitarian or other grounds; or
- g). Various combinations of the above.

E. Guidelines

1) Regardless of the mode of IP commercialisation, the transaction will be executed in a contract which:

- a). Protects the interests of the University, its staff, students and visitors;
- b). Retains rights for the University to use the IP for educational and research purposes;
- c). Assures that the IP will be utilized in a manner which will serve the public good;
- d). Assures that the IP will be developed and brought to the marketplace as useful goods and services; and
- e). Prohibits the “shelving” or “mothballing” of the IP or its use in any illegal or unethical manner.

2) The University shall endeavour to commercialise IP in a manner that enhances local, regional, and national economic development; and in a manner that encourages and fosters entrepreneurship by staff, students and visitors which supports commercialisation entities.

SECTION XIV. INCENTIVES AND SHARING OF REVENUES

A. Purpose and Scope of the University Incentive

1) To promote the development of IP, transfer of knowledge, and stimulate research that will positively impact the socio-economic wellbeing of the society, the University will incentivise researchers through financial and non-financial means. When any IP is commercialised, the Creators/Inventors of that particular IP are to receive incentives from the commercialisation of such IP.

2) It is important to note that in all cases, the intellectual property Creator/Inventor means the individual inventor/enabler or their successors. In the event of resignation or termination of employment, Creators/Inventors / or their successors shall continue to receive their entitled share from Net IP Revenue of the University, so long as the University receives IP Revenue from the commercialisation of its IP assets.

B. Allotment of Revenues

1) Creators/Inventors shall benefit in the revenue derived from the commercialisation of the University IP assets.

2) In determining the benefits accruable to the Creators/Inventors the IPTTO shall keep precise and clear records of IP Expenses incurred and revenues derived from individual IP assets of the University and the IPTTO shall be entitled to deduct all IP Expenses it incurred before sharing of the revenue.

3) The benefit of Creators/Inventors shall be based on the Net IP Revenue, which shall be arrived at by the deduction of identified incurred IP expenses from the calculated Gross IP Revenue.

4) Where there is a co-ownership of an IP by the University and another organisation, the Gross IP Revenue received by the University shall be distributed based on agreed formula as stipulated in a contract between both parties. Then, the Gross IP Revenue received by the University less the IP Expenses (Net IP Revenue) will be determined and shared based on distribution formula in Section XIV B.6 below.

5) Where the IP is conferred on a staff member or student who approaches the University to assist in exploiting it, the division of income shall also be based on pre-determined sharing formula by contract between the Parties. Also, the distribution of income shall be agreed on beforehand by contract, where the University authorises the staff member or student to exploit IP commercially otherwise than in partnership with the University.

6) The Net IP Revenue shall be distributed based on the following formula:

- a) 50 % to IP Creator/Inventor in their personal capacity, subject to personal income tax, which the University is expected to deduct and transmit to the relevant tax authority before making the due payment to the Creator/Inventor. Where more than one Creator/Inventor is involved, the Creators/Inventors are to benefit from the 50% of the Net IP Revenue, based on ratio of contribution, except where there is a written agreement by the creators/Inventors stating otherwise.
 - b) 25% to the environment of the Creators/Inventors as follows:
 - i) 10% to the University Research Account of the Creators/Inventors for use in their research work
 - ii) 5% to the Department/Unit/institute/ Research Centre of the Creators/Inventors, 10% to the Enabler of the Creators/Inventors, subject to personal income tax, which the University is expected to deduct and transmit to the relevant tax authority before making the due payment to the Enabler. Where more than one Enabler is involved, the Enablers are to benefit from the allotted 10%, based on useful contribution, except there is a written agreement to the contrary by all the Enablers.
 - c) 15% to the University Research Account to support research and innovation
 - d) 10% to the IPTTO
- 7) The expenditure for the revenue allocated to the University Research Account of the Creators/Inventors, the University and the IPTTO must be applied for the interest of research; such as, appointment of Research Assistants, purchase of research infrastructure, participation in international conferences where the researcher is required to present research findings, IP prosecution and maintenance costs, research-related overheads, etc.
- 8) Revenues resulting from the commercialization of IP shall be distributed in line with Section XIV B.6 unless otherwise agreed in writing. This distribution formula shall not apply to existing agreements of the University with staff or students unless it has been so agreed in writing.

C. Payment, Disputes and Banking/Contact Issues

1) Payment period

The University shall pay the Creators/Inventors /Enablers the revenue due to them annually or within 12 months after receipt of the Gross IP Revenue.

2) Disputes

Any dispute or ambiguity arising from the share of Creators'/Inventors'/Enablers' from a particular IP shall be brought to the IPTTO for resolution, failing which the matter may be brought to the IPC. Whoever is not satisfied, should appeal to the University Governing Council whose decision shall be final.

3) Obligation to furnish Bank account details

- (i) Every Creator/Inventor/Enabler is expected to furnish the University with their current bank account details for the remittance of their share of revenue from the Net IP Revenue.
- (ii) The University will not be held responsible if it makes payment into an invalid or incorrect account supplied by the Creator/Inventor/Enabler, as such payment will be deemed to have been duly and properly made.
- (iii) If the University after due diligence on its part, is unable to get the bank account details of Creator(s) /Inventors /Enablers, the University shall keep the relevant IP revenue amounts in reserve for a maximum period of seven (7) years, after which the Creators'/Inventors'

/Enablers' rights to receive such payments will be forfeited.

4) Obligation to furnish contact details.

(i) Every Creator/Inventor/Enabler is expected to furnish the University with their current address details for the remittance of their share of revenue from the Net IP Revenue.

(ii) If the University is unable to locate the Creator/Inventor/Enabler seven (7) years after the first attempt, the University shall pay the revenue accruable to such Creator/Inventor/Enabler or their successors, into the University's Central Account to support research and innovation, unless prohibited by law.

D. Additional Incentives.

1) Further incentives as described in Section XIV D.2 are few examples and by no means exhaustive.

a). As a standard practice, the University will as practicable as possible accept only financial benefits for the commercialisation of its IP and share revenue as incentives. Where non-financial benefits are accepted for commercialisation of its IP or incentives other than revenue sharing are offered, such shall be in addition to the revenue distribution formula outlined in Section XIV B.6. Provided the University may make an exception where revenue is not readily available for sharing or where the Creator/Inventor/Enabler decides to accept other benefits (non-financial) in place of revenue sharing.

b). Non-Financial Incentives

The University shall develop an agenda to support the professional and personal development of the Creator/Inventor/Enabler in the following ways:

i) Taking into account the IP created and commercialised in the assessment of staff performance; and according them opportunities to undertake trainings, sabbaticals, and local and international exchanges in their related Research field or in IP management and knowledge transfer.

ii) The University shall also recognize and immortalize in a befitting manner, the Creators/Inventors/Enablers of the University's IP assets, based on their respective levels of contribution.

2) Shares from a Commercialisation Body or other Licensee

a). The share from the revenue formula outlined in Section XIV B.6 shall not be affected where equity is granted to Creator/Inventor/Enabler in a commercialisation entity that licenses the University IP created by the Creator/Inventor /Enabler.

b). In a case where the University is given or receives shares in a licensee entity, which is a commercialisation entity in respect of an IP license, the University will hold such shares until liquidation, after which the University will share the income in line with the revenue sharing formula in Section XIV B.6. Alternatively, the University may elect to issue the shares from the licensee entity to the Creators/Inventors /Enablers using the distribution formula in Section XIV B.6.

c). The Creators/Inventors /Enablers are still eligible to their share of any other revenue under the IP license, in spite of their having benefitted from the shares in respect of Section XIV B.6.

E. Funds for Research

The University, working through the IPTTO, shall encourage cooperative engagements with industry stakeholders to facilitate the sourcing of funds in furtherance of the research efforts of Creators/Inventors /Enablers.

SECTION XV. EXPRESSIONS OF FOLKLORE (EF), TRADITIONAL KNOWLEDGE (TK) AND GENETIC RESOURCES (GRs)

A. When Research is conducted at the University using Traditional Knowledge or Expressions of Folklore, provisions of relevant laws relating to TK and EF shall be observed, which provisions include prior informed consent, access and benefit sharing and the need to obtain relevant authorisation whether or not the IP is intended for commercialisation.

B. The University shall design procedures and mechanisms for access to Genetic Resources as well as facilitate access to Expressions of Folklore to comply with national laws and policies.

C. The University shall make provision in all Research Contracts for the protection of any IP which may arise from the use of Expressions of Folklore and/or GRs of known or potential benefits to the Nigerian people.

SECTION XVI. DISPUTE RESOLUTION

(1) Where the provisions of this Policy have been violated, recourse shall be made to the procedures of resolution provided for by the Institution, and in accordance with the relevant provisions of laws and regulations in force in Nigeria.

(2) Dispute Resolution

- a) Where any internal disagreement or problems of interpretation regarding this Policy arises, the matter should be referred to the IPTTO in the first instance for consideration and mediation.
- b) If the IPTTO is unable to resolve the matter within 2 months, the said disagreement or problem of interpretation shall be referred to the IPC and if unresolved after one month, be referred to the Vice-Chancellor for mediation.
- c) The Vice-Chancellor may decide to refer the matter to the Governing Board of the University and/or an independent committee for arbitration and final determination.

(3) Persons covered by this Policy shall have the right to appeal the application of any aspect of this Policy to the Vice-Chancellor.

SECTION XVII. REPORTING

The IPTTO shall submit a written report annually to the Vice Chancellor on intellectual property activity at the University. The report, in a format to be determined by the Vice Chancellor, shall include data for the preceding year on disclosures; patent applications; patent awards; licenses; and start-up companies; distinguishing when appropriate between Nigerian based companies and those outside of the country. The report shall also include data on revenue and expenditures associated with the University's technology transfer function.

SECTION XVIII. AMENDMENT

This document shall be subjected to review by the IPTTO Committee as the need arises.

GLOSSARY

Background IP: Any pre-existing IP created before the execution of any Research Project, or prior to a Creator becoming subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract, in the case of a Staff Member, or registration, in the case of a Student.

Benefits: The contribution to the advantages of the socio-economic needs of Nigeria or the University concerned and may include, capacity development, technology transfer, job creation, enterprise development, social upliftment and products, or processes or services that embody or use the Intellectual Property;

Commercial venture: A start-up company, limited partnership, joint venture or any other entity that has obtained an option or a license to University technology.

Commercialisation: Any form of utilisation of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society.

Computer Software: Any computer program (including, without limitation, microcode, subroutines, and operating systems), regardless of form of expression or object in which it is embodied, together with any user manuals and other accompanying explanatory materials and any computer database.

Confidential Disclosure Agreement: An agreement or section of an agreement that prevents parties to the agreement from releasing knowledge or information without the other's permission.

Conflict of Commitment (COC): Any situation in which an individual Staff Member's or Visitor's primary professional loyalty is not to the University because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contract of appointment.

Conflict of Interest (COI): Any situation in which real or perceived interests of an individual Staff Member, Visitor or Student may run counter to the interests of the University or negatively affect their employment or duties.

Copyright and Related Rights: The intellectual property right described and protected in terms of the Copyright Statute for the time being in Force (Copyright Act, Cap C28, Laws of the Federation of Nigeria, 2011).

Copyright: The intangible property right granted by statute for an original work fixed in a tangible means of expression. A copyright provides the owner with the following exclusive rights over a work: to reproduce, to prepare derivative works, to distribute, to perform publicly, and to display publicly. Copyright comes into existence immediately at the time the work is fixed in a tangible means of expression.

Copyrightable works include the following categories: (1) literary works; (2) musical works, including any accompanying words; (3) dramatic works, including any accompanying music; (4) pantomimes and choreographic works; (5) pictorial, graphic, and sculptural works; (6) motion pictures and other audio-visual works; (7) sound recordings; and (8) architectural works.

Course Materials: All materials produced in the course of or for use in teaching in any form (including digital, print, video, and visual material) and all Intellectual Property in such materials; and includes lectures, lecture notes and materials, study guides, images, multi-media presentations, web content and course software. Course materials however, exclude copyright protected works, such as books, journals, etc.

Creative Commons: This is a system or devices permitted by the University in facilitating the legal sharing of creative works through a range of licences which allow creators to stipulate which rights they reserve, and which rights they waive for the benefit of other

- creators. Creative Commons' licenses follow a "some rights reserved" model in contrast to traditional copyright which follow an "all rights reserved" model. Creative Commons therefore provides a continuum of rights between "all rights reserved" on the one end of the continuum and "no rights reserved" (public domain) on the other;
- Creative Works:** "Original works of authorship" that are fixed in a tangible form of expression that may be protected by copyright. The fixation need not be directly perceptible so long as it may be communicated with the aid of a machine or device.
- Creator:** An individual or group of individuals to whom this Policy is applicable, who create, conceive, reduce to practice, author, or otherwise make a substantive intellectual contribution to the creation of Intellectual Property and who meets the definition of "Inventor" as generally defined in Patents Acts, Cap P.4, Laws of the Federation of Nigeria, 2011 and/or the definition of 'author' as generally defined in Copyrights Acts Cap C.28 Laws of the Federation of Nigeria, 2011.
- Disclose:** to formally record the essence of a potentially patentable concept, the circumstances in which it was conceived, the persons participating in the invention, and the steps taken to reduce it to practice, if applicable, in accord with the requirements of Nigeria patent law for establishing precedence Equity or equity shares - Shares of common or preferred stock, warrants, options, convertible instruments, units of a limited partnership, or any other instruments conveying ownership interest in a commercial venture, or options or rights to purchase an ownership interest.
- Employee:** A person who has entered into an employment relationship with the University or Institution, whether academic or professional, administrative and support staff, paid or unpaid, full time or part time, full appointment or joint appointment, affiliation appointment or assistantships.
- Enabler:** Any assistant, technician, and other individuals who have indirectly contributed to the creation of IP by Creators - and as such may not be listed themselves as an author or inventor in terms of statutory IPRs - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution the Commercialization would not have been possible.
- First Sale:** The principle that gives the purchaser of a copyrighted work the right, among other things, to lend it to others.
- Foreground Intellectual Property:** This includes all intellectual property arising/flowing/originating from (or developed out of) a Research Contract/Project.
- Full Cost(s):** The full cost of undertaking the research and development as determined in accordance with international financing reporting standards, and includes all direct costs (including staff salaries, bursaries, equipment and other running costs) and direct costs (costs that cannot be specifically attributed to an individual project e.g., space usage, services e.g., financial services and other overheads, etc.);
- Geographical Indication:** A sign used on products that have a specific geographical origin and possess qualities or a reputation that is due to that origin.
- Gross IP Revenue:** All revenue received by the University from commercialization of the University's IP before any deductions for IP Expenses.
- Industrial Design:** The intellectual property described and protected in terms of the Patent and Designs Act, Cap P2, Laws of the Federation of Nigeria, 2011
- Intellectual Property (IP):** This is generally described as creations of the mind. These include inventions in the scientific and technology fields, literary and artistic works, designs, symbols, names and images used in commerce. They allow creators and owners of works benefit from their inventions and creations. Intellectual property means information, ideas, inventions, innovations, art work, designs, literary texts and any other matter whatsoever that has a creation of human intervention, capable of legal protection or the subject of

legal rights as granted by national laws. This includes but not limited to; patents; information which is of a kind and which has been communicated in such a way as to give rise to a duty of confidentiality; (a trade secret or 'know how' are examples of this type of IP); copyright vesting in literary works, artistic works, films, sound recordings, multimedia works, broadcast, published editions and certain types of performances; registered trademark; unregistered trademarks used or intended for use in business; plant breed rights or equivalent; registered designs and designs capable of being registered; layout designs of integrated circuits; data bases and other rights resulting from intellectual activity in the industrial, commercial scientific, literary and artistic fields.

Intellectual Property Disclosure Form: This is the form which needs to be completed by a Creator(s) to document their invention and provide key information regarding the Creator(s), funding used to develop the IP and the rights of third parties, for submission to the University or Institution for assessment of the Intellectual Property.

Intellectual Property Policy: A policy developed by business entities, academic institutions like Universities and Public Research Institutes for effective (IP) management and knowledge transfer. The purpose is to foster the creation and dissemination of knowledge and to provide certainty in individual and institutional rights associated with the ownership and with the distribution of benefits that may be derived from the creation of intellectual property. It also makes clear beneficiaries and defines ownerships of intellectual property created by institutions, employees and other individuals who use the institution's resources.

Intellectual Property Rights (IPRs): The proprietary rights that may be granted for an invention, mark, design, plant variety, copyright or other type of IP, should the statutory requirements for protection be met to result in a patent, trade mark, registered design, plant breeders' right, or copyright respectively.

Invention: Any discovery which is or may be patentable or which may be commercially licensable. **License** - A contract in which an intellectual property owner grants permission to exercise one or more of the rights that an owner holds. It is the intellectual property right described and protected in terms of the Patent and Designs Act, Cap P2, Laws of the Federation of Nigeria, 2011.

IP Expenses: All expenses incurred by the Institution in the management and Commercialization of IP for which Gross IP Revenue has been received.

Mask Work: A series of related images representing a predetermined, three-dimensional pattern of metallic, insulating, or semiconducting layers of a semiconductor chip product.

Material Transfer Agreement: A contract covering transfer of physical possession and use of tangible research property into or out of the university.

Net IP Revenue: Gross IP Revenue less IP Expenses.

Net Revenues: Gross Revenue received by the University or Institution in consideration for a commercial transaction less expense.

Open Educational Resources (OER): Teaching, learning and research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.

Open Source: In the context of software means software whose source code is published and made available to the public, enabling anyone to copy, modify and redistribute the source code in accordance with the specific conditions that are imposed.

Patent: The intangible property right to exclude others from making, using, offering for sale, or selling the invention in the United States or importing the invention into the United States. In order to obtain patent protection, an invention must be useful, novel and unobvious. It

is the intellectual property right described and protected in terms of the Patent and Designs Act, Cap P2, Laws of the Federation of Nigeria, 2011.

Patentable Invention: Intellectual Property that involves an inventive step and in terms of a patent Act, is deemed to be patentable and is regarded as novel (i.e., that has not been Publicly Disclosed), inventive (not obvious to a person skilled in the technical discipline) and useful (can be applied in trade or industry or agriculture) or improvements upon a patented invention;

Personnel: All University employees, full-time and part-time, including Student Employees acting within their Scope of Employment; non-employee consultants; visitors; and others using University resources.

Plant Variety Protection Certificate: Registration under the Plant Variety Act of 1970 that protects sexually propagated cultivars that are distinctive, uniform and true-breeding.

Public Disclosure: The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show; or the industrial application of an Invention.

Public Domain: The state of belonging or being available to the public as a whole, especially through not being subject to copyright or other legal restrictions.

Publicly Financed: Research and development undertaken using any funds allocated by the University, or Government of Nigeria; whether Federal, State or Local or any of its organs, the World Bank, or any other research funds is regarded as being Publicly Financed.

Research Contract: Any type of agreement between the University and an external party or research sponsor, concerning research, which could result in IP being created at the University. This shall include but is not limited to, all sponsorships, donorships and collaborations with the external party or research sponsor.

Research Project: Any project that forms the basis of Research undertaken by the University and includes projects undertaken by a Student, under the supervision of a Staff Member or a Visitor, as part of a research program. "Scholarly Works" means all copyright works which are the outputs of academic Staff Members, Students or Visitors, including Research; creative and other outputs in area(s) of his/her expertise. It does not include Course Materials [Optional: and computer software and databases].

Research: Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research and experimental development.

Resources Usually and Customarily Provided: All resources provided unless specified otherwise, in advance and in writing, as a condition of using the resource.

Revenue: Consideration paid in cash or equity by a third party in exchange for specific intellectual property rights. Revenue does not include research support in any form (e.g., sponsored research agreements, restricted grants, unrestricted grants, or equity), tuition income, and contract income received by the University including contract income received in lieu of tuition.

Royalty: Payment made to an owner of intellectual property for the privilege of practicing a right held by the owner of the intellectual property under applicable law.

Scope of Employment: All activities, related to the field or discipline of the faculty member's appointment, including the general obligation of a faculty member to teach, to do creative work, and to conduct research, or related to the employment responsibilities of non-faculty

Personnel, and for which Personnel receive compensation from the University, where compensation is any consideration, monetary or otherwise.

Service Marks: A brand name or logo that identifies the provider of a service and may include a word, phrase, symbol, design, or a blend of these elements.

Significant Use: When Intellectual Property is developed by the University Faculty, Students, Staff, Visitors and others participating in the Universities funds or facilities.

Sponsored Research Agreements: Grants, contracts, cooperative agreements, and other agreements under which research or development activities will be carried out, or other agreements administered by the University that relate to intellectual property created under the agreement.

Student Employee: A Student who is also a University employee, acting within the Scope of Employment.

Students: A full-time or part-time, whether undergraduate, postgraduate students of the University, and students in training as well as post-doctoral fellows.

Students: persons enrolled in a University, acting within the course of their academic work, including, but not limited to, undergraduates, graduate and professional students, non-degree students, and not-for-credit students.

Tangible Research Property: Includes the physical embodiments of intellectual effort such as models, machines, devices, designs, apparatus, instrumentation, circuits, computer programmes and visualisations, biological materials, chemicals, other compositions of matter, plants, and records of research. Tangible research property is distinct from intangible properties such as patents, trademarks, copyrights, service marks, trade secrets, mask works, and plant variety protection certificates. Individual items of tangible research property may be associated with one or more intangible properties.

Trade Dress: Distinctive and unique packaging, colour combinations, building designs, product styles, and overall presentations identifying the source, product, producer, or distributor of goods and services where the appearance distinguishes the product or business from other similar products or businesses but is not distinctive or specific enough to be considered a trademark.

Trade Secrets: Manufacturing, industrial and commercial secrets, which include sales methods, distribution methods, consumer profiles, advertising strategies, lists of suppliers and clients, and manufacturing processes.

Trademarks and Service Marks: Distinctive words or graphic symbols identifying the source, product, producer, or distributor of goods and services.

University IP: IP owned or co-owned by the University.

University Resources: This includes, without limitation, University facilities, office space, funds, financial or other administrative support, equipment, personnel, tangible research materials, information that is not freely available to the public, contract or other type of award or gift to the University;

University: All federal, state and private institutions licensed/approved by the National Universities Commission to operate as such.

Visitor(s): All persons who are neither Employees nor Students of the University who engage in work at the University or Institution. They include visiting Professors, adjunct Professors, Teachers, Researchers, Consultants and Volunteers; and who conclude an Appointment agreement with the University.

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APPRECIATION

The Committee wishes to express its appreciation to the Vice Chancellor for the opportunity given to it to serve.

1 **Prof. F. E. Okieimen**
Dean, School of Postgraduate Studies

Chairman

2 **Prof. Anthony Ekata Ogbeibu**
Director, IPTTO

Member

3 **Mr. O. W. Imagbe**
Representative of Director of Legal Services

Member

4 **Prof. C. C. Osubor**
Department of Biochemistry

Member

5 **Prof. J. I. Osagie**
Department of History and Int'l Studies

Member

6 **Dr. Dominic Eichie**
Bursar's Representative

Member

7 **Mr. K. A. Emokiniovo**
University Librarian's Representative

Member

8 **Mr. C. Edebiri**
IPTTO

Member/
Secretary



**UNIVERSITY OF BENIN,
BENIN CITY, NIGERIA
SENATE MATTERS DIVISION**

M E M O

From: Deputy Registrar (Senate Matters)

Our Ref: REG/SM/D.2

To: Director, IPPTO

Date: 4th July, 2023

**REVIEW AND MODIFICATION OF THE UNIVERSITY'S INTELLECTUAL
PROPERTY POLICY**

Following the submission of the Committee's report on the above subject matter to Management, I write to inform you that the Vice Chancellor has approved it, on behalf of Senate.

This is for your information and necessary action.

Thank you.

A handwritten signature in cursive script, appearing to read 'Shigiator'.

**C.I. Ehigiator (Mrs.) JP
Deputy Registrar (Senate Matters)**



UNIVERSITY OF BENIN

THE COMMITTEE ON UNIVERSITY INTELLECTUAL PROPERTY POLICY

*Approved on behalf of
Senate, May 29/03/2023
DVC (Acad) for
VC*

DVC (ACADEMIC)

March 2023.