

MODEL INTELLECTUAL PROPERTY (IP) POLICY FOR NIGERIAN UNIVERSITIES

Prepared by

**Nigerian Copyright Commission
(NCC) in collaboration with
Committee of Vice-Chancellors
of Nigerian Universities (CVCNU)**

APRIL 2021.



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PART 1

1.1 INTRODUCTION

Universities are the birthplace of creations, discoveries, innovations and inventions that positively transform the society and economy around the world. Essentially, teaching and research activities of a University generate Intellectual Property (IP) in the form of teaching materials, research, thesis, software and designs. Also, knowledge, discoveries and technology generated in the Universities have immense economic and societal benefits if kept confidential and protected within IP rights. It is pertinent to note that research results and findings have always been made public and exploited without the consent or knowledge of their owners which have resulted in IP owners not enjoying the benefits of their hard work as well as the economy not being impacted from huge resources invested in research. This is exacerbated by the current trend where the internet and other modern technologies have fostered greater access to scholarly materials, thereby giving rise to a growing number of disputes over ownership and use of these materials. Consequently, whereas the Universities nurture the knowledge economy, intellectual property provides the tools to sustain the knowledge economy for the benefit of the creators and users of knowledge as well as the national economy. To be relevant in today's fast developing world, the Universities have an urgent need to adequately protect and manage research results, information, innovation, discoveries etc. by leveraging their IP assets. This can be achieved by the formulation and implementation of an IP policy for Universities. An IP Policy is a necessary tool that will set the platform for a win-win successful collaboration within the academic environment and between the academia and commercialization partners, which in turn will boost creative endeavours, enhance prosperity and enable the University system impact positively on the national economy.

More pointedly, Universities need an IP Policy for:

- effective management of IP and knowledge transfer;
- clarity on the ownership of and right to use the IP resulting from the institution's own or collaborative R&D activities;
- setting out the rules of the institution on how to accurately identify, evaluate, protect and manage IP for its further development, usually through some form of commercialization;
- providing a transparent framework for cooperation with third parties and provides guidelines on the sharing of economic benefits arising from the commercialization of IP;
- regulating the ownership and use of IP rights; and
- incentivizing interest in marketable R&D initiatives, creativity and

Innovation .

In a bid to ensure some level of certainty in the management of IP assets in Universities at the international level, in terms of creation, exploitation and commercialization of IP outputs, the World Intellectual Property Organisation (WIPO) formulated a Template on IP Policy for Universities and Research Institutions. This Template had been embraced as the international standard in the preparation of IP Policy and most Universities and research institutions across the world have tended to adapt the WIPO Template to suit their peculiarity in designing an IP Policy. Furthermore, a review of WIPO's Database of Intellectual Property Policies for Universities and Research Institutions shows that Nigeria is not among the countries with a National Model IP Policy for its Universities as is obtainable in some other countries, where the realization of the importance of effective management of IP outcomes in Universities is on the high. The World Intellectual Property Organisation is a specialized agency of the United Nations Organisation (UNO) dedicated to developing a balanced and effective international IP system that enables innovation and creativity for the benefit of all.

In their article, "Intellectual Property Policy as Factor Influencing Creation of Intellectual Property in Universities in South West, Nigeria", Ransome A. Oboh and Oshiotse A. Okwilagwe find out that Universities in the South West of Nigeria in terms of IP Policy, falls short of WIPO's recommendation regarding the content of an IP Policy and concluded that IP Policy clearly influenced creation of IP in the Universities and that the management of Universities in the South West Nigeria should create acceptable IP Policy and make them accessible in order to enhance maximum creation of intellectual property. Assessments of available IP Policy from Universities in other parts of Nigeria also indicate that they did not meet the WIPO standard.

Thus, although some Universities in Nigeria have developed IP Policy, they predominantly do not meet the WIPO standard and Nigeria has no National IP Policy to provide a uniform guide in the formulation of IP Policy that conforms to international standard.

In view of the above, the Nigerian Copyright Commission (NCC) and Committee of Vice-Chancellors of Nigerian Universities, sees the need to formulate a coherent National IP Policy, which not only meets the WIPO standard but also guides our Universities and other higher institutions of learning in developing an IP Policy that is fit for purpose. The Model Intellectual Property (IP) Policy for Nigerian Universities was borne out of the collaboration between the CVCNU and NCC in their mutual commitment to stimulate greater use of the IP system by the Universities for significant value addition to the national economic development. The Model IP Policy for Nigerian Universities provides a WIPO-standard coherent set of clauses that comprise key issues that are essential in an IP Policy, including ownership,

incentives, confidentiality, IP management and commercialization, recording and maintenance of IP, as well as IP-related conflicts of interest. It also seeks to enthrone a veritable structure, predictability, and a beneficial environment in which enterprise and researchers can access and share knowledge, technology and IP for national development in a manner that ensures that the creation, exploitation and commercialization of IP in Universities comply with applicable national laws and regulations. It is therefore believed that the Universities and other institutions of higher learning in Nigeria will not just find the document useful but will be encouraged to develop its respective IP Policy and adopt the Model IP Policy in doing so. The Universities also need to ensure that the content of its Policy is effectively implemented in handling IP related matters within their respective University community for optimum impact.

1.2 Project Objectives

The Objectives of the Project on Model IP Policy for Nigerian Universities include to;

- a. support the development of a National Model IP Policy to serve as a guide for Nigerian Universities in adopting and establishing IP Policies in their institutions;
- b. promote greater use and benefit from the IP system by Nigerian Universities; and
- c. To facilitate the dissemination of IP Knowledge in Nigerian Universities.

References

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2. IP Policy Template for Academic and Research Institutions https://www.wipo.int/about-ip/en/universities_research/ip_policies/
3. Guidelines for Customization of the IP Policy Template https://www.wipo.int/about-ip/en/universities_research/ip_policies/
4. Ransome A. Oboh and Oshiotse A. Okwilagwe, “Intellectual Property Policy as Factor Influencing Creation of Intellectual Property in Universities in South West, Nigeria”, Journal of Information and Knowledge Management 2017, Vol. 8 (3) Pg. 39 – 50, <https://dx.doi.org/10.4314/ijikm.v8i3.4>



PART 2 : MODEL INTELLECTUAL PROPERTY POLICY

Article 1 – DEFINITIONS

“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” means the contribution to the advantages of the socio-economic needs of Nigeria or the university concerned in the area of specialty of the University 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;

“Commercialisation” which means the process by which any Intellectual Property emanating from research developed by the University or institution’s Employees, Students and Visitors is or may be adapted or used for any purpose that may provide any Benefit;

Alternate

“Commercialization” means 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. Commercialize is similarly defined.

“Computer Software” means 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.

“Conflict of Commitment (COC)” means 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)” means 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” mean 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, 2004). **“Course Materials”** means 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 material, study guides, images, multi-media presentations, web content and course software. Course materials however, exclude copyright protected works such as books.

“Creative Commons” means (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;

“Creator” means 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, 2004 and/or the definition of ‘author’ as generally defined in Copyrights Acts Cap C.28 Laws of the Federation of Nigeria;

“Employee” means 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” means an individual who does not meet established legal standards of inventorship and thus may not be named on a patent application, but who have assisted with the validation of an invention, discovery or advancement of patentable Intellectual Property;

Alternate

“Enabler” means 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.

“Foreground Intellectual Property” includes all intellectual property arising/flowing/originating from (or developed out of) a Research Contract/Project

“Full Cost(s)” of research means 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” means 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” means income from Commercialisation of Intellectual Property that includes option payments, upfront and milestone payments, royalties, share of profits, dividends and from disposal of equity;

Alternate

“Gross IP Revenue” means all revenue received by the University from commercialization of the University’s IP before any deductions for IP Expenses.

“Industrial Design” means any combination of lines or colours or both, and any three-dimensional form, whether or not associated with colours, if it is intended by the creator to be used as a model or pattern to be multiplied by industrial process and is not intended solely to obtain a technical result.

Alternate:

“Industrial Design” means the intellectual property described and protected in terms of the Patent and Designs Act, Cap P2, Laws of the Federation of Nigeria, 2004

“Intellectual Property” includes creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images, and traditional knowledge, traditional cultural expressions and genetic resources used in commerce and as protected by laws such as the Patent and Designs Act, Cap P2, Laws of the Federation of Nigeria, 2004, Copyright Act, Cap C28, Laws of the Federation of Nigeria, 2004 and Trade Marks Act, Cap T13, Laws of the Federation of Nigeria, 2004.

Alternate

“Intellectual Property” (IP) means all outputs of creative endeavour in any field that can be protected either statutorily or not, within any jurisdiction, including but not limited to all forms of copyright (and similar rights that may subsist in works or other subject matter), design right (whether registered or unregistered), patent (patentable materials, and patent applications), trademarks (registered or

unregistered trademarks and business names), know-how, trade secrets, rights in databases, information, data, discoveries, mathematical formulae, specifications, diagrams, expertise, techniques, research results, inventions, computer software and programs, algorithms, laboratory notebooks, business and research methods, actual and potential teaching and distance learning materials, University or Institution's name, badge and other trademarks associated with the operations of the University, Tangible Research Property, and such other items as the University or Institution may from time to time specify in writing or other rights as defined by Article 2 of the Convention of July 1967 establishing the World Intellectual Property Organisation or as provided by Article 22 of the TRIPS Agreement as may exist anywhere in the world;

“Intellectual Property Disclosure Form” means 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 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” includes any discovery, invention or other development of a technical nature, whether or not patentable;

Alternate

“Invention” means the intellectual property right described and protected in terms of the Patent and Designs Act, Cap P2, Laws of the Federation of Nigeria, 2004.

“IP” means Intellectual Property

“IP Expenses” means those expenses assignable to the management of the University or Institution's Intellectual Property including costs for achieving and maintaining patent or other Intellectual Property protection, financing costs, loans, marketing, licensing and other legal actions related to the enforcement of Intellectual Property and contract rights, which does not include staff time or general administrative expenses;

Alternate

“IP Expenses” means all expenses incurred by the Institution in the management and Commercialization of IP for which Gross IP Revenue has been received.

“Net Revenues” means Gross Revenue received by the University or

Institution in consideration for a commercial transaction less expenses;

Alternate

“Net IP Revenue” means Gross IP Revenue less IP Expenses.

“Open Educational Resources (OER)” means 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” means the intellectual property right described and protected in terms of the Patent and Designs Act, Cap P2, Laws of the Federation of Nigeria, 2004.

“Patentable Invention” means 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;

“Public Disclosure” means, in the absence of a non-disclosure or confidentiality undertaking, the oral or written communication or information relating to Intellectual Property to a person, or people, that are external to the University, for example, but not limited to, by email, web blog, news report, press release or interview, journal article, abstract, poster, conference presentation and through the submission of a thesis for examination. A thesis placed in the library constitutes public disclosure;

Alternate

“Public Disclosure” means 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” connotes works that are not covered by Intellectual property rights at all, either because the rights have expired or been forfeited; and as such are held by the public at large and are available for anybody to use freely and without reference to

the original creator or permission from the creator/owner of the work by a third party;

Alternate

“Public Domain” means 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”** means 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” means 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.

“Research Contract” means 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” means 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].

“Service Marks” means 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” means when Intellectual Property is developed by the University Faculty, Students, Staff, Visitors and others participating in the Universities funds or facilities.

Alternate

“Significant Use” means extensive [unreimbursed] use of the University’s resources which include but are not limited to facilities, equipment, human resources or funds [Optional: and Background IP that is not publicly available]. This however, does not include routine use of libraries and/or office space.

“Students” means a full-time or part-time, whether undergraduate, postgraduate students of the University, and students in training as well as post-doctoral fellows.

“Tangible Research Property” means tangible results arising from research activities, such as but not limited to: Prototypes, drawings and diagrams, biological organisms and material, reagents, integrated circuit chips, software and data.

“Trademark means” means the intellectual property right described and protected in terms of the Trade Marks Act, Cap T13, Laws of the Federation of Nigeria, 2004

“Trade Secrets” means manufacturing, industrial and commercial secrets, which includes sales methods, distribution methods, consumer profiles, advertising strategies, lists of suppliers and clients, and manufacturing processes.

“University” means all federal, state and private institutions licensed/ approved by the National Universities Commission to operate as such.

“University IP” means IP owned or co-owned by the University.

“University Resources” 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;

“Visitor” Any person who is neither a Staff Member nor a Student of the University who engages in work at the University, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with the University.

Alternate

“Visitor(s)” meaning all persons who are neither Employees nor Students of the University who engage in work at the University or Institution and includes visiting Professors, adjunct Professors, Teachers, Researchers, Consultants and Volunteers.

ARTICLE 2: SCOPE OF THE POLICY

2.1 Subject Matter

This Policy shall apply to all intellectual property generated at the University in particular by academic staff, non-teaching staff, students and visitors. The Policy would cover: Patents and all types of inventions; Copyright and Related Rights; Trademarks and Service Marks; 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 would also cover “insignia, marks and symbols, including, but not limited to the official seal, logo and domain name of the University.

2.2 Binding Effect of the Policy:

This policy constitutes an understanding that is binding on the University, academic staff, non-teaching staff, students, and visitors. Once adopted by the Governing Council of the University, on the following grounds:

2.2.1 Academic and Non-Teaching Staff:

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

2.2.2 Students participating in a Research Project:

The University 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.

2.2.3 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.

2.3 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 the Policy due to creation prior to their employment, enrolment, or appointment at the University.

2.4 Applicability:

The Policy shall apply to all academic staff, non-teaching staff, students and visitors who participate in a research project or produce scholarly works or other project that is 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 the University.

2.5 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 also shall 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.

2.6 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.

ARTICLE 3: GOVERNANCE AND OPERATION

3.1 Intellectual Property Committee (IPC)

3.1.1 Establishment and Purpose:

The University shall establish an Intellectual Property Committee (IPC) to oversee the implementation and evolution of the Policy and provide strategic guidance to the University.

3.1.2 Composition:

The IPC shall consist of relevant Heads of Faculties/Departments chaired by a member (preferably a Director of Research and International Cooperation) appointed from amongst the members of the IPC. The Chair shall be answerable to the Vice-Chancellor of the University.

3.1.3 Responsibilities:

The IP Committee shall be the ultimate decision-making body in the determination of an IP management and commercialization strategy of the University, including;

- (a) The establishment of spin-off companies and the share in equity of the founders of such companies;
- (b) Entertain and decide on appeals over any disputes arising from this Policy;
- (c) Decide on endorsements and branding, in accordance with the endorsement policy;
- (d) Decide on appeals on the appropriate distribution of revenue received from Commercialisation activities; and
- (e) Such other matters as the University may deem appropriate.

3.2 Intellectual Property Management Office (IPMO)

3.2.1 Purpose:

The University shall establish an Intellectual Property Management Office (IPMO) or designate a functionary within the University or any other organization to act as such, to assist the University in managing and commercializing its IP in a manner that best promotes its development and use for economic and social benefit.

3.2.2 Responsibilities:

The responsibilities of the IPMO shall include, but are not limited to:

- i. Outreach/awareness to creators and inventors;
- ii. Relationship management with creators and inventors;
- iii. IP management;
- iv. Technology marketing and IP contract negotiations;
- v. IP contract management; and
- vi. IP cost and revenue distribution.

ARTICLE 4: OWNERSHIP OF IP AND RIGHT OF USE

4.1 IP Created by Academic and Non-Teaching Staff

4.1.1 University ownership:

1. The University is presumed to own all IP created by a person:

- a) In the course of employment, engagement or enrolment; and
- b) Making substantial use of the University's resources.

2. Ownership of Copyrights in Theses and Dissertations shall be as follows:

- (a) 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.
- (b) 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.
- (c) Students shall own the copyrights to thesis/dissertation 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 theses/dissertation.

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

4.1.2 Staff Members ownership:

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

(I) when such IP;

(a) is outside the course and scope of their employment and without substantial use of the University's resources;

(b) consists of scholarly/creative works;

(II) If the University has not claimed ownership, or does not wish to claim ownership and the University 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.

4.1.3 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)

4.1.4 Appointment of Staff Members at another University:

It is the responsibility of each staff member that holds a honorary, academic, research, or other appointment at another University to bring to the attention of the host, including its IPMO, his/her 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.

4.2 IP Created by Students

4.2.1 Student ownership:

IP created by a student in the course of study at the University (including thesis, 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 Article 4.2.3 below.

4.2.2 Thesis or dissertations:

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 repertoire.

4.2.3 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;

4.2.4 IP emanating from Students' Research Contracts:

The terms of the research contract shall regulate the ownership of IP created by a student. (See 4.1.3)

4.2.5 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).

4.2.6 University ownership responsibilities in respect of Students:

If the University is the owner of IP created by a student, in terms of Article 4.2.3 or Article 4.2.4, 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 Article 9; 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.

4.2.7 Management of Student - owned IP:

Intellectual Property Management Office (IPMO) 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.

4.3 IP Created by Visitors

4.3.1 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.

4.3.2 Disclosure

On departure from the University, a Visitor must sign and submit to the IPMO an IP Disclosure form disclosing any IP created, as per Article 4.3.1, whilst at the University.

4.4 Special Rules for Course Materials

4.4.1 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 Article 4.7.1

4.4.2 License by the University:

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

4.5 Special Rules for Scholarly Works

4.5.1 Publications:

The University recognizes 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 IPMO.

4.5.2. 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.

4.5.3. 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.

4.6 Moral Rights

4.6.1 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.

4.6.2 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.

4.7 Public Domain

4.7.1 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.

4.7.2 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.

4.8 Use of Third Party Copyright Works

4.8.1 Third party copyright

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

4.8.2 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.

4.8.3 Compliance:

- i. 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.
- ii. Provided certain conditions apply, copying may be permissible under exceptions found in the Copyright Act; including;
 - a) For non-commercial research or private study.
 - b) For criticism, review and news reporting.

- c) Quotation.
- d) Caricature, parody or pastiche.
- e) 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.

iii. The user of these exceptions is required to apply their own judgement as to whether or not their copying would be defensible.

4.8.4 Responsibilities

- i. All heads of Professional Services and Faculties/Schools are responsible for creating a compliant environment.
- ii. 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.

4.8.5 Copyright infringements

- i. 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.
- ii. All alleged breaches of the Copyright Policy shall be notified to the IPMO through the University IT Service Desk as per the Information Security Incident Management Procedure.
- iii. In accordance with that procedure the IPMO shall advise on the implications, potential remedies and mitigation actions in response to an alleged breach.

4.8.6 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.

ARTICLE 5: PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

5.1 Right of publication

Nothing in this Policy shall limit or restrict the right of Creators, Inventors, University Faculty and students to publish results of their research, subject to reasonable delays to preserve patent or other intellectual property rights. Inventions must be maintained in confidence

for limited periods to avoid the loss of patent rights. The IPMO shall ensure confidentiality of inventions for a limited period as may be necessary to ensure protection of IP.

5.2 Non-disclosure for IP Invention

The IPMO shall bring to the knowledge of inventors that hasty public disclosure of their IP may result in loss of their IP protection rights. Consequently, Inventors shall be strongly encouraged to take reasonable steps to identify any protectable IP as early as possible, according to Article 8, and consult IPMO prior to making Public Disclosure of any potential IP of the University, including publication of research results.

5.3 Trade Secrets

The IPMO shall formulate appropriate guidelines to guarantee the effective protection of the secrecy of trade secrets. All inventors are expected to uphold the secrecy of their invention and adhere to the guidelines provided by the IPMO.

ARTICLE 6 – RESEARCH CONTRACTS

6.1 Authority

No Staff member, Students and Visitors of the University shall enter into a Research or contractual agreement with external parties on behalf of the University unless authorized to do so. However, this is without prejudice to the right to contract independently on a personal basis with external parties, subject to disclosure to the University authority and where the research is not publicly funded, particularly in the case of Government owned Universities.

6.2 Research Contract Policy

Research Contracts shall be executed and performed in compliance with the University's Research Contract Policy, where one exists.

6.3 Due Diligence

The negotiation and signing of IP contracts shall be undertaken by IPMO which shall exercise due diligence and consult other relevant persons and organs in the University.

6.4 Ownership and Rights to Use

Unless there are any provisions of the law that states otherwise, ownership and rights to use shall be as agreed in writing with the external body subject to stipulated exceptions and limitations to such rights under the relevant IP laws.

6.5 Government Rules

Research Contracts shall comply with provisions of relevant intellectual property statutes and other Government regulations.

6.6 Approval

Proposed Research Contract shall comply with the provisions of this Policy.

6.7 Basic Principles

The IP clauses in all Research Contracts shall be governed by the following basic principles:

i. Concluded from the outset

A Research Contract shall be in writing and signed by the University and the external Party(ies)/Sponsor(s) prior to the beginning of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management and use of IP arising from the Research Project as well as any Background IP.

ii. Background IP

All Background IP belonging to the University and the third parties shall be declared and consent obtained prior to the commencement of a Research Contract.

iii. Foreground IP

In the absence of any express stipulation in the contract, IP generated pursuant to a Research Contract shall be owned by the University.

iv. Co-owned Foreground IP.

(a) Terms for co-ownership

Co-ownership of IP generated pursuant to a Research Contract shall be in accordance with laws, failing which, any of the following shall apply:

- (i) as per the percentage of IP created by the University and the external party(ies)/sponsor(s);
- (ii) in an equal undivided manner; or
- (iii) as mutually agreed contractually.

(b) Costs for protecting and maintaining co-owned IP

The costs for protecting and maintaining any IPRs shall be shared between the University and the external party (ies)/sponsor(s) in any of the following manner:

- i. in accordance with the percentage of IP ownership;
- ii. in an equal manner;
- iii. as mutually agreed contractually.

6.7.5 Serendipitous IP

Any IP created during the Research Contract which falls outside of scope of the Research Contract shall be jointly owned by the University and the external party(ies)/sponsor(s), unless otherwise agreed contractually in the Research Contract.

6.7.6 Right of first refusal to the IP

The Research Contract may include provisions giving the external party(ies)/sponsors, a right of first refusal to Commercialize the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.

6.7.7 Publication delay

It is the policy of the University to allow Creators freedom to publish their work. However, the University acknowledges that delays in publication for the purpose of initiating statutory protection of the IP are often necessary. In this regard, IPMO may, if so required, facilitate the signing of a non-disclosure agreement by the journal appointed peer reviewers, such that review of the article for publication can proceed while the necessary procedures are being followed for IP protection.

6.7.8 Use of the IP for Research and teaching

Where the IP of the University is licensed exclusively or assigned as part of the Research Contract, the IPMO shall take steps to secure a royalty-free license for use of the IP for on-going Research and teaching purposes.

6.8 Exceptions to the Policy

Where necessary and beneficial, the University may enter a Research Contract that contains exceptions to the provisions of this Policy. Any such exceptions require prior written approval from the IPC.

ARTICLE 7 – DETERMINATIONS BY THE IPMO

7.1 Responsibility to Disclose IP

7.1.1 Keeping Records

Creators/Inventors shall keep records of their IP Research in accordance with the guidelines and procedures stipulated by the IPMO for proper record keeping.

7.1.2 IP Disclosure

Where a Creator/Inventor identifies potential IP resulting from his/her Research [or that of his/her team], he/she shall disclose such potential IP to IPMO promptly by means of an IP Disclosure Form.

7.1.3 Complete disclosure

Creators/Inventors shall provide to IPMO such full, complete and accurate information as IPMO may reasonably require enabling it to sufficiently assess the technical and related features and functions, commercial potential and IP protection that might be applicable to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number and IPMO will share this reference number with the Creators/

Inventors to signify that the IP Disclosure has been formally received by the Institution.

7.1.4 Disclosure Clause for IP related to GRs, TK and EF

When potential IP has been developed using Genetic Resources (GRs) and/or Traditional Knowledge (TK), the IPMO shall require its Creators to disclose relevant information, such as the origin of the used GRs and/or TK. In the case of Expressions of Folklore (EF), due authorization should be obtained from the Nigerian Copyright Commission prior to use of the EF to develop the IP as provided under the Copyright Act.

7.2 Creatorship and Ownership

7.2.1 Creatorship

Creators/Inventors shall, upon request, sign the appropriate legal documents provided by IPMO that attest to creatorship. Where there is more than one Creator/Inventor, and there is a dispute as to the contribution to creatorship, IPMO shall in consultation with the Creators/Inventors, assist in the determination of their contribution, failing which the matter will be referred to the IPC for final determination.

7.2.2 Ownership.

Once creatorship has been determined, the Creators or Inventors shall be required to formally assign any right, title or interest they may have in that IP to the University in the form of a contract specifying the rights accruing to the Creator(s)/Inventor(s) and the University and their obligations to assist the University with the Commercialization of that IP.

7.3 Determination as to IP Protection and Commercialization

7.3.1 Evaluation and Recommendation

IPMO shall analyze the information disclosed in the IP Disclosure within [usually 90 days] of formal receipt. The analysis shall include whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. After evaluation, IPMO will prepare a preliminary report with findings that enable the IPC to decide if it will proceed with IP protection and Commercialization. IPMO shall share the preliminary report with the Creator(s)/Inventor(s) and seek their input.

7.3.2 Decision to Protect/Commercialize

The IPC shall decide, as soon as practicable, whether or not to protect and commercialize the IP and communicate its decision to the Creator(s)/Inventor(s) of the University's decision. The IPMO shall within 60 days of receipt of the decision of the IPC determine the validity of any claim made by a Staff Member, a Visitor or a Student that they are the true Creator(s) /Inventor(s) of that IP and in relation to their rights under this Policy made in relation to the IP.

7.4 Institution elects not to protect /commercialize the IP

7.4.1 IP abandoned or not commercialized

The University reserves the right not to protect or Commercialize IP that it owns if after consultation with the Creators/Inventors:

- i. There is no reasonable prospect of commercial success;
- ii. It is not deemed to be in the best interest of the University; or
- iii. It is not deemed to be in the public interest.

7.4.2 Reversion

In the event the University decides not to pursue IP protection and/or Commercialization, the ownership shall revert back to the Creator(s) /Inventor(s), contingent on any other superseding contract rights of external party(ies)/sponsor(s).

7.4.3 Written notification

If the University is unable to or decides not to protect or commercialize the University IP, it shall notify the relevant Creator(s) /Inventor(s) of its decision in writing and in a timely manner through the IPMO.

7.4.4 No prejudice to IP protection

The Creator(s) /Inventor(s) should receive the written notification in a timely manner that enables the relevant Creator(s) /Inventor(s) to take any steps to ensure the protection of IP, should they desire.

7.4.5 Assignments

If the Creator/Inventor elects to take assignment of the IP, the IPMO shall ensure that a deed of assignment is executed through the IPMO without delay subject to terms and conditions that the University be granted a non-exclusive, royalty-free license to use the IP for Research and Teaching purposes.

ARTICLE 8 - COMMERCIALIZATION OF IP

8.1 Determination of the Commercialization Strategy

Within 9 months of the decision to protect or commercialize the IP, the IPMO shall determine, with input from the Creators/Inventors, the most appropriate Commercialization strategy.

8.2 Assistance to IPMO

Creators/Inventors of IP which has been selected for IP protection and commercialization by the University shall provide IPMO 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.

8.3 Sovereignty and Cooperation

The University shall have the sole discretion regarding the commercialization 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 commercialization of the IP to which they contributed.

8.4 Commercialization Pathways

Modes of IP Commercialization may include:

- i. License, either exclusive or non-exclusive, and variations thereof. Preference for licensing, to small and medium sized companies or businesses;
- ii. Assignment in extraordinary circumstances;
- iii. Formation of a Commercialization entity to which the IP is licensed or assigned in terms of this Policy;
- iv. Non-profit use or donation;
- v. Joint ventures;
- vi. Royalty free access on humanitarian or other grounds; or
- vii. Various combinations of the above.

8.5 Guidelines

8.5.1 Regardless of the mode of IP commercialization, the transaction will be executed in a contract which:

- i. protects the interests of the University, its Staff, Students and Visitors;
- ii. retains rights for the University to use the IP for educational and research purposes;
- iii. assures that the IP will be utilized in a manner which will serve the public good;
- iv. assures that the IP will be developed and brought to the marketplace as useful goods and services; and
- v. Prohibits the “shelving” or “mothballing” of the IP or its use in any illegal or unethical manner.

8.5.2 The University shall endeavor to commercialize 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 commercialization entities.

ARTICLE 9: INCENTIVES AND SHARING OF REVENUES

9.1 Purpose and Scope of the University Incentive

9.1.1 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 incentivize researchers through financial and non-financial means. When any IP is commercialized, the Creators/Inventors of that particular IP are to receive incentives from the commercialization of such IP.

9.1.2 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 commercialization of its IP assets.

9.2 Allotment of Revenues

9.2.1 Creators/Inventors shall benefit in the revenue derived from the commercialization of the University IP assets.

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

9.2.3 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.

9.2.4 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 paragraph 9.2.6 below.

9.2.5 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 authorizes the staff member or student to exploit IP commercially otherwise than in partnership with the University.

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

- i. 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.
- ii. 25% to the environment of the Creators/Inventors as follows:
 - (a) 10% to the University Research Account of the Creators/Inventors for use in their research work
 - (b) 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.
- iii. 15% to the University Research Account to support research and innovation
 - iv. 10% to the IPMO

9.2.7 The University shall, however, be at liberty to vary the percentage of the distribution of the Net Revenue provided in Article 9.2.6 above based on its peculiar circumstances and needs.

9.2.8 The expenditure for the revenue allocated to the University Research Account of the Creators/Inventors, the University and the IPMO 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.

9.2.9 Revenues resulting from the commercialization of IP shall be distributed in line with Article 9.2.6 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.

9.3 Payment, Disputes and Banking/Contact Issues

9.3.1 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.

9.3.2 Disputes

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

9.3.3 Obligation to furnish Bank account details

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. 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. 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.

9.3.4 Obligation to furnish contact details.

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. 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.

9.4 Additional Incentives.

Further incentives as described in Articles 9.4.2 are few examples and by no means exhaustive.

i. 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 Article 9.2.6. However, 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.

ii. Non-Financial Incentives

The University shall develop an agenda to support the professional and personal development of the Creator/Inventor/Enabler through (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. 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.

9.4.2 Shares from a Commercialization Body or other licensee

- i. The share from the revenue formula outlined in Article 9.2.6 shall not be affected where equity is granted to Creator/Inventor/Enabler in a commercialization entity that licenses the University IP created by the Creator/Inventor /Enabler
- ii. 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 Article 9.2.6. Alternatively, the University may elect to issue the shares from the licensee entity to the Creators/Inventors /Enablers using the distribution formula in Article 9.2.6
- iii. 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 Article 9.4.3.2

9.5 Funds for Research

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

ARTICLE 10: MAINTAINING THE IP ASSETS OF THE UNIVERSITY

10.1. The IPMO shall keep proper and detailed records of the IP assets of the University. It shall monitor the IP assets to determine when payment obligations or annuity fees with respect to maintenance of protected IP are due and give appropriate notice, in good time, to the designated person or department, who shall make the required payments before the deadlines for payment. The IPMO shall also carry out periodic due diligence and audit with respect to the University's IP assets.

10.2. The IPMO shall keep accurate records of revenue and expense with respect to each IP assets of the University, including annual report of accounts, to facilitate the calculation of revenue distribution to all concerned as outlined in Article 9.2.6.

ARTICLE 11 - EXPRESSIONS OF FOLKLORE (EF), TRADITIONAL KNOWLEDGE (TK) AND GENETIC RESOURCES (GRs)

11.1 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.

11.2. 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.

11.3. 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.

ARTICLE 12: CONFLICTS OF INTEREST (COI) AND CONFLICTS OF COMMITMENT (COC)

12.1 An act will qualify as a conflict of Interest and/or of Commitment when:

- i. Staff or Visitors do not primarily commit their time and intellectual contributions to the education, research, and academic programs of the Institution.
- ii. Staff and Visitors alike, do not uphold their professional and work ethics high over and above every personal or external interests that could significantly and negatively affect their work ethics and research integrity.

- iii. Staff and Visitors fail to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply to private consultancy and other research service agreements concluded with external parties. Each individual shall make their duties and responsibilities clear to those with whom such agreements may be made and ensure that they are provided with a copy of this Policy.
- iv. Staff and Visitors shall quickly and clearly report all potential and existing Conflict of Interest or Conflict of Commitment to the appropriate IPMO in accordance with applicable policies. IPMO shall be responsible for resolving the conflict and/or reaching a solution satisfactory to all parties concerned.
- v. The University is expected to develop a separate and comprehensive policy on Conflict of Interest, to increase the awareness of Staff and Visitors about Conflict of Interest and/or commitment; clearly stating requirements for disclosure of COI and COC; and establish procedures to identify them, avoid or effectively manage such conflicts.

ARTICLE 13 – GENERAL DISPUTE RESOLUTION

13.1. Violation:

Where the provisions of this Policy have been violated, recourse shall be made to the procedures of resolution provided for by the University, and in accordance with the relevant provisions of laws provided by the University.

13.2 Interpretation

- i. All disputes shall be resolved in accordance with the provisions of Nigerian national laws.
- ii. Where any internal disagreement or problems of interpretation regarding this Policy arises, the matter should be referred to the IPMO in the first instance for consideration and mediation.
- iii. If the IPMO is unable to resolve the matter within 2 months, the said disagreement or problem of interpretation shall be referred to the IPC whose decision shall be final.

The IP Policy shall be subject to review every 5 years or whenever the need arises.

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