



ABUBAKAR TAFAWA BALEWA UNIVERSITY INTELLECTUAL PROPERTY POLICY

Publication of:

Directorate of Research and Innovation
Abubakar Tafawa Balewa University,
P. M. B. 0248 Bauchi.

Printed by:

Dlordvision Media

Email: dlordvision1@yahoo.co.uk, 08027322379

DECEMBER 2022

Abubakar Tafawa Balewa University Intellectual Property Policy

<https://www.wustl.edu>

<https://www.LexisNexis>

<https://www7.nationalacademies.org>

<https://www.ipica-project.eu>

<https://www.umass.edu>

<https://www.transport.go.ke>

<https://www.msutexas.edu>

<https://www.library.wvstateu.edu>

<https://www.bitri.co.bw>

<https://www.docplayer.net>



**ABUBAKAR TAFAWA BALEWA UNIVERSITY
INTELLECTUAL PROPERTY POLICY**

DECEMBER 2022

**ABUBAKAR TAFAWA BALEWA UNIVERSITY
INTELLECTUAL PROPERTY POLICY**

Published by

Directorate of Research And Innovation
Abubakar Tafawa Balewa University
P. M. B. 0248, Bauchi, Nigeria

www.atbu.edu.ng

Page Planning & Cover Design by

Azeez Ayodele (arpa)
Department of Industrial Design
ATBU, Bauchi.

Printed by

Dlordvision Media
08027322379

Published: December 2022

TABLE OF CONTENTS

1.0 Purpose of Policy - 1

2.0 Objective of the policy --2

3.0 Overage of the policy -..... 4

4.0 Definitions and Relevant Agreements -..... 5

5.0 Scope of the policy -..... 12

6.0 Legal Issues concerning the status of Research-.....-13

7.0 External sponsorship, Research Collaboration with
third Parties -.....-15

8.0 Ownership of Intellectual Property -..... 18

9.0 Conflict of Interest and Confidentiality -..... 24

10.0 Identification Disclosure and commercialization of
Intellectual Property -.....-26

11.0 Recording and Maintenance of the University's
Intellectual Property -..... 39

12.0 Distribution of Revenues Motivation of Research - - - 40

13.0 Surrender of Intellectual property -..... 44

14.0 Material Made Available for Use by ATBU ----- 45

15.0 Treatment of Licenses for Non-Commercial Research
and Teaching within a university or R & D Institution ---- 46

16.0 Breach of the Rules of this Policy -----47

17.0 Dispute and Appeals -----48

18.0 Entry Into Force of The Policy----- 51

Preambles

Abubakar Tafawa Balewa University (ATBU), as one of the recognized institution of higher learning and intellectual endeavors, has as one of its priority the continual quest for invention in different fields of discipline that are line with the global best practices and beneficial to the community in which the university is active. The University views research by its faculty and within its own community and the nation at large as an important way to the discovery of innovation and its meaning in forms that is useful to the University and the community it serves. The University cherishes the creativity of its faculty, staff and students in research as well as intellectual pursuits. It is against this background that the need for a policy on intellectual property limiting rights, responsibilities and obligations of the institution, community and other parties of interest becomes a necessity.

The ATBU Intellectual Property Policy is created to encourage and motivate technology development and transfer with the aim of benefitting members of the public. However special consideration and recognition as well as incentive to potential inventors is taking care of through sharing of financial benefits emanating from the transfer and development of patentable inventions and other commercial forms of inventions to encourages the creation of such intellectual property. The University will at the same time make available part of shares in the financial benefits

in order to funds further research in other areas of human endeavor within the community. The Intellectual Property Policy, as presented below, is an ATBU-owned document and applicable to all staff of the University as enshrined and defined in the policy.

1.0 PURPOSE OF THE POLICY

Abubakar Tafawa Balewa University referred to as (ATBU) recognizes the need for encouraging the practical application and commercialization of the results of research carried out at the University for the benefit of the general public therefore it adopted this policy on intellectual property. This policy is aimed at the provision for the protection of the intellectual property generated at ATBU or by ATBU staff; the promotion of the progress of Science and Technology; and to ensure that discoveries, inventions and creations generated by staff and students of ATBU are utilized in ways most likely to benefit the general public.

The document sets out the rules of the University for cooperation with industrial and business organizations and provides guidelines on the sharing of the economic benefits arising from the commercialization of intellectual Property. It should be noted that, nothing in this Policy overrides provisions of prevailing laws and statues of the Federal Republic of Nigeria.

2.0 OBJECTIVES OF THE POLICY

The objectives of this Policy are:

- i) Promoting, encouraging and aiding scientific investigation and research, ii) Providing legal certainty in research activities and technology-based relationships with third parties;
- iii) Set out the University's procedures on the identification, ownership, protection and commercialization of intellectual Property;
- iv) Ensuring the timely and efficient protection and management of Intellectual Property;
- v) Facilitating the recording, monitoring and maintenance of ATBU's Intellectual Property portfolio;
- vi) Ensuring that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner recognizing the contributions of the Inventories, ATBU as well as any other relevant stakeholders;
- vii) Encouragement of, assistance to and the provision of mutually beneficial rewards for ATBU and its members who transfer Intellectual Property to the public for commercialization and licensing;
- viii) Ensuring compliance with applicable laws and regulations;

- ix) Enabling ATBU to secure sponsored research funding at all levels of research;
- x) Ensuring that ATBU is aware of the different Intellectual Property Systems in-place in the countries where the acquisition of Intellectual Property rights is sought;
- xi) Enhancing the reputation of ATBU as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefits.

Nothing in this Policy overrides provisions of prevailing laws and statutes of the Federal Republic of Nigeria.

3.0 COVERAGE OF THE POLICY

The types of Intellectual Property considered under this Policy include; but not necessarily limited to the following:

- 3.1 Patents;
- 3.2 Utility Models;
- 3.3 Copyright in Literary Works;
- 3.4 Geographical Indications;
- 3.5 Trade and Service Marks;
- 3.6 New Plant Varieties;
- 3.7 Trade Secrets.
- 3.8 Industrial design
- 3.9 New Organisms
- 3.10 Genetically Modified Organisms

4.0 DEFINITIONS AND RELEVANT AGREEMENTS

4.1 Commercialization means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the University and commercialization via a spin-off enterprise.

4.2 Copyrighted works means literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, motion pictures, video recordings, maps, charts, visual material and other materials or works other than software, which qualify for protection under the copyright law.

4.3 University resources means any form of funds, facilities, including equipment, consumables and human resources provided by the University either in a direct or indirect way. (Expunge)

4.4 Intellectual Property Rights (IP Rights) means ownership and associated rights relating to intellectual Property, including patents, rights in utility model, plant breeders rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of

them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

4.5 Inventor means the Researcher who contributed to the creation of the Intellectual Property.

4.6 Research Agreement refers to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Intellectual Property created at the University.

4.7 Researcher Means:

- i) Persons employed by the University, including student employees and technical staff
- ii) Students, including undergraduate and postgraduate students of the university.
- iii) Any persons, including visiting scientists who use the University resources and who perform any research task at the University or otherwise participate in any research project administered by the University, including those funded by external sponsors.

4.8 Spin-off means a company established for the purpose of exploiting Intellectual Property originating from the University.

4.9 Visiting Researcher means individuals having an association with the University without being either employees or students. Visiting Researchers includes academic visitors, individuals with honorary appointments in the University and emeritus staff.

4.10 Conception means a creation in the inventor's mind of a new and useful way of solving a problem; the act of visualizing an invention, complete in all essential detail; this occurs when a solution is formulated, not when a problem is recognized. Conception is the unequivocal mental discovery of an invention. (Spacing)

4.11 University Resources means all tangible resources made available by the university to an inventor(s), including: office, laboratory and studio space and equipment; computer hardware, software and support; secretarial services; research, teaching and laboratory assistants, supplies and utilities; funding for research and teaching activities, travel and other funding or reimbursements, etc. University resources shall not include salary, insurance or retirement plan contribution to or for the benefit of the inventor.

4.12 Insignificant Use of University Resources means use of library facilities, facilities available to the general public and occasional use of office equipment and office staff. In addition, researchers may not be considered to have made significant use of university resources if:

- The inventor receives advance written approval of the proposed use from the University;
- The inventor compensates the University for the fair market value of the facilities and equipment (as actually charged by the University to outside users);
- The inventor is not using the University's committed time because the activities are permitted under "Individual Consulting and Outside Activities";
- The inventor does not use any University provided

funds or University administered funds in connection with the activity.

4.14 Participation Agreement confirms acceptance of the policy by employees, students and guest researchers and assigns to ATBU all rights in any intellectual property of ATBU may assert ownership. A participation agreement is a means of enforcing an intellectual property policy. The university must confirm that a valid participation agreement is on file before any of its resources are made available to individuals.

4.15 Service Agreement is a contract between the university and a company in which the former agrees to perform certain tasks, such as evaluation, field testing or clinical trials, using protocols either directly specified by the company or developed by the university, to meet very specific criteria and data requirements set by the company.

4.16 Material Transfer Agreement is a contract that covers the transfer of proprietary tangible property, often biological material. Such contracts may cover materials coming to ATBU from industrial and other sources, or the reverse. Negotiated terms of such agreements may cover the use of the original materials, progeny materials

produced by self-replication of the original sample, and modifications of the original materials. Points of contention in negotiations include publication rights, ownership, apportionment of liability arising from hazardous materials and ownership of new inventions arising from the use of the materials.

4.17 Confidentiality Agreement may be a separate agreement between disclosing and recipient parties, or may be a term in a Research Contract or License Agreement. When it applies to information disclosed by a company to an employee of a ATBU, the recipient employee may agree to be personally bound not to release the company's confidential information unless expressly permitted by the company. When it applies to information disclosed by an employee of ATBU to a company, it is usually meant to prevent the company from using the information without permission and to protect the patentability of any invention, or the trade value of other technology, disclosed by the member of the ATBU to the company.

4.18 A commercial venture is a start-up company, partnership, joint venture, corporation or any other enterprise entity that has obtained a license for ATBU technology in exchange for equity in the enterprise entity.

(Spacing)

5.0 SCOPE OF THE POLICY

5.1 This Policy shall apply to all Intellectual Property created on or after (Date Senate approves Policy) and all IP rights associated with them.

NB: Date of Senate approval should be inserted immediately

5.2 This Policy shall apply to all Researchers who have established legal relationship with the University based on which the Research is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement.

5.3 The present policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with the University before the effective date of the policy, or the University previously entered into an agreement with a third-party concerning rights and obligations set out in this policy.

6.0 LEGAL ISSUES CONCERNING THE STATUS OF RESEARCHERS

6.1 The Vice-chancellor shall ensure that the employment contract or other agreement establishing any type of employment relationship between the University and the Researcher includes a provision placing the Researcher under the scope of the policy.

6.2 Students of the University shall be required to sign an agreement to be bound by this Policy before commencing any researcher activity.

6.3 Postgraduate students enrolling in research programs shall be required to sign an agreement to be bound by this policy upon registration.

6.4 The Vice-chancellor shall ensure that Researchers not employed by ATBU, including visiting Researchers shall sign an agreement to be bound by this policy and an assignment agreement in respect of ownership of IP created by them in the course of their activities that arise from their association with the University before commencing any research activity at the University.

6.5 Notwithstanding Paragraph 6.4., special arrangements

may be needed to meet prior obligations of Visiting Researchers. Any such requested special arrangements shall be assessed and decisions shall be taken on a case-by-case basis by the person or committee designated by the University.

6.6 Special arrangements may be needed for research activities pursued by a Researcher employed by the University, but working in another institution as academic visitor. In such cases the Researcher may be required by a third party to sign any document which might affect the University's IP Rights. In order to avoid any subsequent disputes, the Researcher is not permitted to sign any such documents without the written approval of the person or committee designated by the University. The approval shall not be denied if no University IP rights are being affected. If such a document affects the University's IP Rights, the University shall initiate negotiations to enter into an agreement with the third party, as described in Section 5.

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

7.0 EXTERNAL SPONSORSHIP, RESEARCH COLLABORATION WITH THIRD PARTIES

7.1 It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a written agreement (herein after referred to as Research Agreement).

7.2 Researchers shall not have the right to enter into a Research Agreement with third parties on behalf of the University unless they are authorized to do so by the Vice-Chancellor.

7.3 Persons acting for, and on behalf of, the University shall exercise all due diligence when negotiating agreements and signing contracts that may affect the University IP Rights.

7.4 In certain cases it may be beneficial to the University to enter into Research Agreements that are exceptions to the provisions of this Policy with external sponsors of research and other third parties.

7.5 Depending on the relative intellectual and financial contributions of the University and the third party to the conception of the Intellectual Property, it may be

appropriate for either cooperating party to obtain certain IP Rights and /or share in the revenue generated from its commercialization.

7.6 In the absence of such an agreement defined in Paragraph 7.1., It is the policy of the University that the revenue generated from Intellectual Property shall be distributed among the cooperating parties in the proportion that reflects the proportions of the contributions of the parties involved in the creation of the intellectual Property.

7.7 In order to enable the cooperating parties to establish such proportions defined in Paragraph 7.6. and to prevent subsequent disputes, it is expedient that the parties maintain regular, well-documented records of the research activities pursued, signed by all of them.

7.8 The agreement set forth in Paragraph 7.1. shall include, inter alia provisions with respect to the following:

7.8.1 IP and associated rights already existing at the University prior to entering into the agreement;

7.8.2 IP and associated IP Rights arising from research

activities set out in the agreement, after entering into it.

7.8.3 Confidentiality requirements;

7.8.4 Terms of public disclosure;

7.8.5 Other relevant provisions.

7.9 Any confidentiality provision of a Research Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for longer than 12 months from the time the concerned party is notified of the intent to publish.

7.10 Before signing, the full copy of the proposed agreements and other legal statements concerning the University's IP Rights shall be submitted to Coordinator, Intellectual Property and Technology Transfer Office (IPTTO), ATBU.

8.0 OWNERSHIP OF INTELLECTUAL PROPERTY

8.1 Employees of the University

8.1.1 All rights in Intellectual Property devised, made or created by an employee of the University in the course of his or her duties and activities of employment shall generally belong automatically to the University.

8.1.2 If an employee of the University creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of University Resources he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the University as consideration for the use of University Resources.

8.1.3 Intellectual Property created in the course of, or pursuant to a sponsored research or other type of agreement with their party, shall initially belong to the University and then ownership shall be determined according to the terms of such agreements (In accordance with Section 7).

8.1.4 Section 6.1 shall apply to student employees of the University.

8.2 Employees pursuing research activities at other institutions.

8.2.1 Rights related to Intellectual Property that is created during an academic visit by the employee of the University to another University shall be governed by an agreement between the University and the other University (in accordance with Paragraph 6.6). If the University's IP Rights are not affected, the IP created during the visit shall belong to the other University unless otherwise provided in an agreement.

8.3 Non-employees

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

8.4 Students

8.4.1 Students who are not employed by the University shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies. However, the following exceptions shall apply.

8.4.1.1 If the student has received financial support from the university or in the form of wages, salary, stipend or grant funds for the research he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the University.

8.4.1.2 If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property shall initially belong to the University and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

8.4.1.3 If Intellectual Property has been created by students in the course of, or pursuant to, a sponsored research or other agreement with a third party, the Intellectual Property shall initially belong to the University and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.

8.4.1.4 If a student creates Intellectual Property with the significant use of University Resources in connection with his or her research activity, he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property

to the University as consideration for the use of University Resources.

8.4.1.5 If the Intellectual Property is created in the course of the students' research activity.

8.4.1.6 If the texts of all student theses and dissertations, and works derived from such works, are published.

8.4.2 Students shall be given the option to assign IP Rights to the University and shall then be granted the same rights as any employee Inventor as set out in this Policy. In such cases students should follow the procedures set out in this Policy.

8.5 All rights in Copyrighted Works are owned by their creators regardless of the use of University Resources. Copyrighted Works specifically commissioned by the University or developed in the performance of a sponsored research or other third-party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.

8.6 University research contracts should protect the right of the Researcher, students and other employees to publish the results of their work, but may allow brief delays for the filing of patent applications or other moves to protect

intellectual property.

8.7 If the University cannot, or decides not to, exploit any Intellectual Property to which it lays claim, it shall forthwith notify the Inventor(s). The notification shall be made at least one month prior to any act or any intentional omission liable to prevent the obtainment of protection. In such cases the inventor(s) shall have the option to acquire related IP Rights; however, the University may claim a share from the income of any subsequent exploitation of the Intellectual Property to the extent equaling the verified expenditures of the University incurred in connection with the protection and commercialization of such IP.

The University may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sublicense. The University may also claim 50 percent of any net income generated by the Inventors(s) from the commercialization of the Intellectual Property. The University shall not unreasonably withhold or delay an assignment of the IP Rights to the Inventor(s); however, it reserves the right to delay exploitation where it is in its interests to do so.

8.8 Request for any transfer of right from the University to the Inventor(s) or any other third party should be made in the first instance to the Coordinator, IPTTO-ATBU.

8.9 Treatment of Intellectual Property Rights Arising from Sponsored Projects.

8.9.1 Ownership of any intellectual property (including exempted scholarly works) that is made, discovered, or created in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of the grant or agreement, as approved by the university, although normally the University would claim ownership.

8.9.2 ATBU retains a non-exclusive, non-transferable, irrevocable, royalty-free, worldwide license on the invention or to copyrightable material produced under sponsorship from the Federal, State or Local Governments in Nigeria.

8.9.3 Where ATBU is a joint inventor with one or more individuals from other institutions or business entities and where income is shared between the participating entities, the patents are normally jointly owned by the participating institutions, and the rights to use the invention and the distribution of royalties among the institutions generally negotiated after confidential disclosure of the invention, but before the patent application is filed.

9.0 CONFLICT OF INTEREST AND CONFIDENTIALITY

9.1 A Researcher's primary commitment of time and intellectual contributions as an employee of the University should be to the education, research and academic programmes of the University. A conflict occurs whenever two or more goals or ends cannot be pursued simultaneously, and they are in potential competition. Productive interchange between the University, the faculty, or other employees and the non-academic world may sometimes engender conflict of interest, in which legitimate but disparate goals of the University or of an individual employee may present difficult choices.

9.2 It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to the University or this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with third parties. Each Researcher should make his or her obligations to the University clear to those with whom such agreements may be made, and should ensure that they are provided with a copy of this Policy.

9.3 Researchers shall keep the University's business secret in confidence. In terms of this Policy, inter alia, every fact,

information, solution or data related to the research carried out at the University, whose public disclosure, or its acquisition or exploitation by the unauthorized persons could damage or endanger the University's lawful financial, economic or market interests shall qualify as business secret. Researchers shall when communicating with third parties, exercise all due diligence regarding confidentiality provisions.

9.4 Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the Coordinator, IPTTO, ATBU.

9.5 Researchers shall promptly report all potential and existing conflict interest to the Coordinator, IPTTO, ATBU in order to reach solution satisfactory to each concerned party.

10.0 IDENTIFICATION, DISCLOSURE AND COMMERCIALIZATION OF INTELLECTUAL PROPERTY

10.1 The University encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the University through bringing them to public use and benefit.

10.2 The Coordinator, IPTTO, ATBU is responsible for the protection and commercialization of the University's Intellectual Property. The Inventor(s) however, shall be consulted in each phase of the procedure.

10.3 Researcher shall be required to present in writing the draft publications containing scientific results to the relevant Head of Department before publishing them, and shall state in writing that, to the best of their knowledge such works do not contain any results for which protection may be obtained or which can be exploited in any way.

10.4 Researchers, including employees, students and visiting researchers are obliged to disclose all Intellectual Property falling within the scope of Paragraph 6 to the Coordinator, IPTTOATBU. Since protection and successful commercialization of Intellectual Property might depend on prompt and efficient administration, inventors are

required to disclose all potentially exploitable Intellectual Property as soon as they become aware of them.

10.4.1 Submitting a disclosure is the first formal step towards obtaining proper intellectual property protection through ATBU.

10.4.2 Inventors are strongly encouraged to submit invention disclosures early in the invention development process to avoid any problems later on.

10.4.3 The disclosure must be made in writing by completing the Intellectual Property Disclosure Form available from the Coordinator, IPTTO-ATBU. The key information required on the disclosure form should include: invention title; name(s) of the inventor(s); description of the invention; sponsorship, if any; design date and date put into practice; publication dates, existing or projected, if any.

10.4.4 The invention should be described as completely and as accurately as possible. the description should be written to allow another person reading it to comprehend and reproduce the invention.

10.4.5 The description of the invention can include

explanatory drawing, data, abstracts and summaries. The description can be brief and is often a draft of a manuscript prepared for publication. The invention description should state what the invention is, what it does and why it appears significant. Sketches or diagrams are helpful. A description of the most relevant technology known to the inventor may be required. The written description must be in sufficient detail to permit a searcher or patent professional to comprehend the invention and to assess its patentability.

10.4.6 The description should be written in ink, preferably in a bound pamphlet with numbered pages.

10.4.7 The disclosure should be understood, witnessed and signed by a non-inventor. These actions are designed to substantiate the fact that the invention was made on a certain date.

10.5 Copyrighted Works shall be excluded from the disclosing obligation set out in Paragraph 8.5, except for those which were developed in the performance of a sponsored research or other third-party agreement.

10.6 Inventors shall fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, in particularly the

percentage of their contribution to the creation of the Intellectual Property and the circumstances under which it was created. The detailed description of the Intellectual Property shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility of industrial application become explicit and clear-cut for a person skilled in the art.

10.7 In case of incomplete disclosure, the form may be sent back to the inventor(s) requesting for additional information. The date of disclosure shall be the day on which the person or department designated by the University receives the full disclosure signed by all inventors.

10.8 If an inventor is in any doubt whether an Intellectual Property falls within the scope of Paragraph 6 or it is potentially commercially exploitable, then the inventor should submit a disclosure to the Coordinator, IPTTO-ATBU for consideration prior to making public disclosure of the Intellectual Property.

10.9 Premature disclosure is the release of information on an invention to the public before the patent application is filed. Premature disclosure includes abstracts, poster

sessions, shelved these or even certain talks describing an invention to an open audience, even if given by someone who is eventually judged not to be the inventor. Such premature disclosure may disqualify an invention for patentability. Premature disclosure may compromise the protection and commercialization of Intellectual Property. To avoid any loss of potential benefits, Researchers are required to make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.

10.10 After full disclosure of all relevant information the Coordinator, IPTTO-ATBU shall record the Intellectual Property in the register of Intellectual Property.

10.11 The Coordinator, IPTTO-ATBU shall determine whether any agreements provide for the sharing of IP Rights or other obligations overriding those set out in this Policy. Provisions of related Research Agreements may require the assignment of certain IP rights in full or in part. In case of assignment, the procedure for protection and commercialization shall be governed by a separate agreement concluded between the University and other concerned parties. In all other cases the procedure set out in this Policy shall apply.

10.12 The Coordinator, IPTTO-ATBU shall notify the relevant Head of Department about all disclosures. The notification involves a short abstract of the Intellectual Property and the name of the Inventor(s).

10.13 In all cases where intellectual property is disclosed by a member of staff for possible commercialization, the Coordinator, IPTTO-ATBU shall ascertain its commercial potential.

10.14 After the date of disclosure, the Coordinator, IPTTO-ATBU shall immediately commence the evaluation of the Intellectual Property. As a first step, a pre-evaluation shall be carried out to identify any major obstacles, which could hinder the protection and commercialization of the Intellectual Property. Based on the results of the pre-evaluation a recommendation on whether to protect and exploit the Intellectual Property shall be forwarded to the Vice-Chancellor. Such a recommendation shall be forwarded within seven days from the date of disclosure. The final decision shall be taken within fourteen days from the date of disclosure.

10.15 The Inventor(s) shall be informed of the decision within seven days from the date of decision in writing. If the

University decides not to commercialize the disclosed Intellectual Property, then the provisions of Paragraph 6.6 shall apply.

10.16 The Coordinator, IPTT-ATBU shall carry out a complete evaluation of the Intellectual Property with particular attention on possible methods of the protection of the Intellectual Property and its business opportunities.

10.17 The Inventor(s) shall closely cooperate with the Coordinator, IPTTTO-ATBU, the patent attorney or any other professional experts involved by the University. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by providing information attending meetings and advising on further development.

10.18 The Coordinator, IPTTTO-ATBU shall, within reasonable time, commence the process for acquiring legal protection, if needed, and he/she shall proceed with all due diligence to obtain protection. Public disclosure of research results made before obtaining the right of priority concerning a specific Intellectual Property application, highly jeopardize the proper protection of the related IP Rights. Therefore Inventor(s) are requested to avoid any

public disclosure of research results prior to filing such applications. The Coordinator, IPTTTO-ATBU shall endeavor to avoid undue delays in publications.

10.19 It is essential that any patentable invention be analyzed for its industrial relevance and commercial potential. The Coordinator, IPTT-ATBU should endeavor; in conjunction with the inventor and the Research and Development directorate of ATBU, to answer the following questions:

- i) Does the technology offer a cheaper and/or a better way of accomplishing something?
- ii) Are there competing technologies available and if so how much better is the invention?
- iii) Does the invention provide a technological answer to an existing problem?
- iv) Does it have the potential for creating a new market?
- v) How much investment, in both time and money, will be required to bring the invention to the market place?
- vi) Will the inventor(s) continue to work on the invention?
- vii) What will be the potential pay-off for a company that makes an investment in the development of the invention?

10.20 The Coordinator, IPTTTO-ATBU and the Inventor(s)

shall jointly determine an appropriate commercialization strategy as part of the evaluation process within three months from the date of University's decision referred in 10.14. The strategy will outline the tasks of each concerned party in the commercialization process and establish deadlines for the specific actions.

10.21 The Coordinator, IPTTO-ATBU shall be responsible to carry out the commercialization plan and he shall submit specific proposals, such as draft agreements or business plans, to the Vice-Chancellor for decision.

10.22 Licenses may be awarded on an exclusive or non-exclusive basis and may provide for payment of license fees, milestones, royalties, or other income to the owner of the intellectual property. A license is a contract which awards to a party other than the owner of the intellectual property the right to make, use, sell or import products or services based on the owner's intellectual property. It is recognized that the protection of proprietary rights in the form of a patent or copyright is often necessary to encourage a company to risk the investment of its human and financial resources to develop the invention. In some cases, an exclusive license may be necessary to give a company the incentive to undertake commercial development and

production. Non-exclusive licenses allow several companies to exploit an invention.

10.23 Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis by the Vice-Chancellor, giving due consideration to all circumstances.

10.24 The University may decide not to apply for registered industrial property protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential know-how. In such cases Inventor(s) shall be requested in writing to refrain from any public disclosure of the Intellectual Property. When choosing this option, however, the University shall take the Researchers freedom to publish as well as public interest into account.

10.25 If the University decides to discontinue an application, to withdraw it, or not to maintain a granted or registered right, the provisions of Paragraph 8.7 shall apply. Such decisions shall be taken by the Vice-chancellor.

10.26 Intellectual Property not falling within the scope of

Paragraph 8 may also be disclosed to the University by Researchers under the terms of this Policy. In such cases the University shall decide, within fourteen days from the full disclosure of all relevant information, whether to exploit the Intellectual Property. If the University decides to undertake the protection and commercialization of the Intellectual Property, the rules set out in this Policy shall apply.

10.27 Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the University.

10.28 Intellectual Property disclosures are normally considered confidential by ATBU. All staff of the Intellectual Property and Technology Transfer Office and all outside experts (which ATBU may contact) should be aware that the information contained in the disclosures is confidential, and that there should be no breach of confidentiality. The Coordinator, IPTTO-ATBU must endeavor to obtain written acknowledgement of such obligations from these individuals.

10.29 During the evaluation and commercialization period the full description of the Intellectual Property shall

be disclosed to third parties under a Confidential Disclosure Agreement (CDA). This is because disclosures made under an appropriate CDA are not considered public disclosures, unless the recipient of the information does breach the CDA.

10.30 CDA is particularly applicable when a staff member wishes to disclose an invention to an external researcher associated with a company or other profit organization, or directly to the company or organization itself. The CDA should also contain an obligation of the recipient not to use the invention, etc., for any other purposes than to evaluate it.

10.31 Confidential Disclosure forms are obtainable from the Coordinator, IPTTO-ATBU.

10.32 If a researcher receives confidential information from another organization (non-profit or commercial) in relation to research that he or she is conducting at ATBU, the other organization may impose serious non-disclosure and non-use obligations on the confidential information, and may claim an ownership interest in inventions, copyrightable works or materials that arise in the course of research performed with such confidential information. For this reason, only the Vice-chancellor is authorized to approve and sign CDAs from other organizations on behalf

of ATBU.

10.33 When a staff member receives confidential information in the course of sponsored research, the treatment of that information will be governed by the terms of the applicable sponsored research agreement.

11.00 RECORDING AND MAINTENANCE OF THE UNIVERSITY'S INTELLECTUAL PROPERTY PORTFOLIO

11.1 The Coordinator IPTTO-ATBU shall maintain records of the University's Intellectual Property in an appropriate form and in sufficient detail. He or she shall monitor the deadlines for the payment obligations related to the maintenance of protected intellectual Property, and shall, within reasonable time, inform the Vice-chancellor.

11.2 The Coordinator, IPTTO-ATBU shall maintain accounting records on each Intellectual Property. He or she shall ensure that the Intellectual Property is recorded in the accounting records, that any cost incurred be paid in due course and that the revenues from exploitation be distributed.

12.0 DISTRIBUTION OF REVENUES, MOTIVATION OF RESEARCHERS

12.1 The University provides an incentive to investor(s) by distributing revenue generated from the commercialization of the Intellectual Property.

12.2 Gross income is funds obtained from the commercialization of technology under a license agreement. Gross income may include license fees, milestone payments, minimum annual royalties, earned or running royalties, equity, equipment or reimbursement of patent expenses and fees.

12.3 Net income is gross income less non-reimbursed expenses incurred by ATBU for patent prosecution and licensing expenses associated with a particular license agreement. Such expenses include fees associated with patent filing and copyright registration and any other continuing costs associated with licensing and other commercialization of the Intellectual Property; the net income is shared between the inventor and the ATBU; the general trend is that the inventor's percentage share decreases whereas that of the ATBU increases as total net revenue increases.

12.4 The stakeholders with whom the net income may be shared include the inventor's research group, the inventor's department; and ATBU.

12.5 Where an invention made by student, an employee or a visiting researcher (using university resources) is patented and commercialized, the general principle of net revenue distribution is as shown below:

Net Income (%)	Inventor(s) (%)	Department (%)	University (%)
First N100,000	50	15	35
Next N300,000	40	15	45
Next N600,000	30	15	55
Excess of	25	15	60

12.6 in cases where there is more than one inventor, the inventor's share is to be divided between the inventors in a proportion which reflects their respective contributions as provided in the signed Invention Disclosure Form.

12.7 In certain cases the University reserves its right to negotiate special terms concerning revenue distribution, in particular when income is generated through sale of shares or payment of the dividend of shares in cases where shares have been allocated to the University in an entity to which the Intellectual Property is licensed or assigned but which is not a spin-off enterprise.

12.8 ATBU may negotiate for equity interest in lieu of or in addition to monetary consideration under an agreement between the institution and an external entity relating to applicable intellectual property. Equity or equity shares are shares of common or preferred stock, warrants, options, convertible instruments, units of a limited partnership, or any other instrument conveying ownership interest in a commercial venture.

12.9 In case of establishing a spin-off enterprise, an individual agreement between the University and the Inventor(s) shall be applicable regarding the share of equity. The conditions of the agreement shall further development and the exploitation beyond the creation of intellectual Property and to any funding provided by the Inventor(s), the University or any third parties acquiring a share of equity in the new enterprise. The decision concerning the conditions of a spin-off establishment shall be taken by the Coordinator, IPTTO-ATBU.

12.10 ATBU may require a portion of the equity interest to be set aside that is equal in value to the direct expenses incurred by the institution in obtaining protection for the intellectual property in question (unless those expenses have been covered as part of sharing the income).

12.11 In case of exploitation of trademarks and other indicators, the Inventor(s), taking into consideration the proportion of their contribution to the exploitation, may benefit from the revenue as set forth in an individual agreement. The Coordinator, IPTTO-ATBU shall decide on such issues on a case-by-case basis.

13.0 SURRENDER OF INTELLECTUAL PROPERTY OF AN INDIVIDUAL

13.1 Should ATBU not express an interest in seeking patent protection, the University will on request assign to the inventors the rights in the invention, subject only to sponsorship restrictions. In this case, ATBU would notify the inventor(s) in writing of the assignment of rights. In all cases where the invention is assigned to the inventor(s), the university will retain the right to a non-exclusive, non-transferable, irrevocable, royalty-free, worldwide license on the invention for research and educational purposes.

13.2 Where it is advantageous to ATBU and the inventor(s), the University may retain ownership of the invention, but give a sole license to the inventor(s).

13.3 ATBU would, in a timely manner, return the ownership of intellectual property to its creator where they cannot, or decide not to, patent and/or license.

14.0 MATERIAL MADE AVAILABLE FOR USE BY ATBU

Material made available for use by ATBU is any invention creation, innovation, discovery or improvement produced by a creator and enjoying intellectual property protection which the inventor(s) voluntarily makes available for ATBU's use without expectation of further compensation. In such a case ATBU retains a non-exclusive, royalty-free license to use such material, provided that significant contributions by the inventor(s) are acknowledged. That license does not include the right to exploit the work outside the University for profit.

15.0 TREATMENT OF LICENSES FOR NON-COMMERCIAL RESEARCH AND TEACHING WITHIN A UNIVERSITY OR R & D INSTITUTION

Many staff and students experience high costs and practical inconvenience in obtaining permission to use material covered by Intellectual Property protection for research and teaching. Inventors are therefore encouraged to approach publishers and other persons to whom inventors assign rights in their Intellectual Property and request a non-exclusive, royalty-free license for their own non-commercial research and teaching, including where possible the right of anyone within ATBU to use that intellectual property for noncommercial research and teaching.

16.0 BREACH OF THE RULES OF THIS POLICY

16.1 Breach of the provisions of the Policy shall be dealt with under the normal procedures of the University in accordance with the relevant provisions of law.

17.0 DISPUTE AND APPEALS

17.1 In the first instance, disputes shall be dealt with by the Vice-chancellor. A decision shall be taken within twenty-one days from the submission of the aggrieved Party.

17.2 Provided always that in case any dispute or difference shall arise between ATBU or the Coordinator, IPTTO-ATBU on behalf of ATBU and the Researcher, either during the progress or after the completion or abandonment of the research project, as to the construction of this policy or as to any matter or thing of whatsoever nature arising there under or in connection therewith including any matter left by this policy to the discretion of the coordinator, IPTTO-ATBU or the withholding by ATBU of any payment to which the Researcher may claim to be entitled or the rights and liabilities of the parties under clause 6.0, 7.0, 8.0, 9.0, 10.0, 12.0, 13.0 and 14.0 of these conditions, then such dispute or difference shall be and is hereby referred to the arbitration and final decision of a person to be agreed between the parties or failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an Arbitrator, a person to be appointed on the request of either party by the presiding officer of the Association that is concerned with overseeing the practice of, or the dissemination of knowledge in the relevant

subject area or profession from which the research emanates.

17.3 Such reference, except on clause 6.0 and clause 8.0 or on the question whether or not a payment has been improperly withheld or is not in accordance with these conditions, shall not be opened until after completion or alleged completion of the Research project or termination of alleged termination of the researcher employment with ATBU, or abandonment of the research project, unless with the written consent of ATBU or the coordinator, IPTTO-ATBU on behalf of ATBU and the Researcher.

17.4 The Arbitrator shall, without prejudice to the generally of his powers, have power to direct such evaluations as may in his opinion be desirable in order to determine the rights of the parties and to ascertain and award any sum which ought to have been the subject of or included in any payment opinion, decision, requirement or notice and to open-up, review and to determine all matters in dispute requirement or notice had been given.

17.5 The award of such arbitrator shall be final and binding on the parties.

17.6 Whatever the nationality residence or domicile of the parties to this agreement or the Arbitrator and wherever the research project, or any parts thereof, are situated, the law of the Federal Republic of Nigeria shall be the proper law of this agreement and shall apply to any arbitration under this agreement wherever the same or any part of it, shall be conducted.

18.0 ENTRY INTO FORCE OF THE POLICY

18.1 This policy shall come into effect on (Date Senate Approves Policy).

NB: Note the date for Senate approval for implementation

Acknowledgements

We acknowledge the following links as sources of some of the information presented here:

<https://www.wipo.int>

<https://www.out.ac.tz>

<https://www.en.ieci.ru>

<https://www.pvc.ucc.edu.gh>

<https://www.ui.edu.ng> <https://www.innovation.sjp.ac.lk>

<https://www.ubl.uwu.ac.lk>

<https://www.cqa.sjp.ac.lk>

<https://www.vskub.ac.in>

<https://www.wipo.int>

<https://www.kcmuco.ac.tz>

<https://www.mgmuhs.com>

<https://www.muhas.ac.tz>

<https://www.ipsufactoj.com>

<https://www.mku.ac.ke>

<https://www.extranetapps.hongkongairport.com>

<https://www.pt.scribd.com>

<https://www.hmcourts-service.gov.uk>