



# University of Ilorin Intellectual Property Policy 2024

## **FOREWORD**

Property rights protection is inevitable due to the global efforts made continuously to accelerate research activities in order to improve the development of new ideas and address everyday problems. Universities, being the birthplace of innovative ideas, are obligated to establish the necessary framework and favourable conditions for safeguarding this objective. The Paris Convention on Industrial Property and the Berne Convention for the protection of Literary and Artistic Works, both adopted in 1883 and 1886 respectively, were the first to properly frame this important objective. The fact that these treaties were supervised by the World Intellectual Property Organization (WIPO) is encouraging.

No higher education institution can ignore this worldwide trend. This provided guidance in the creation of University of Ilorin intellectual property policy, which is being presented to the University Senate for approval. We firmly believe that a genuine dedication to the principles underlying this objective and prudent application of this policy will contribute to raising awareness of our study outcomes and other research products. Furthermore, the admirable objective will help in overcoming the difficulties brought about by the failure to appropriately preserve discoveries and research output.

University of Ilorin is taking a positive start in this approach by giving the university community the necessary understanding through the release of the Intellectual Property Policy document. Therefore, everyone is encouraged to read through this document for their personal gains and to be able to fully participate in the unfolding journey to commercialisation.

## **PREFACE**

Documents pertaining to intellectual property (IP) are crucial in academic settings. University of Ilorin is dedicated to creating a supportive environment for academics and staff to engage in fruitful research, with a focus on excellence in research to improve lives and positively impact society.

This IP policy document is a component of the University's effort to support development-oriented research. A number of our instructors and students have shown their capacity for invention by creating marketable goods. Part of the process to promote commercialization has been slowed down by the absence of an IP policy. For this reason, this document has been created to act as a guide and an incentive for the patenting and commercialization of ideas and discoveries.

Ownership, rights, protection, marketing, and income sharing are all covered in this IP policy. It also covers the University's responsibilities and the implementation of the policy. The strategy complies with pertinent national laws that designate assets to be safeguarded, including the Nigerian Copyright Act, 2022 and the Patent Act, Cap. P2 Laws of the Federation of Nigeria, 2004. We hereby recognize the efforts of all those who contributed to this policy, as noted on the final page.

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## **Part 1      Introduction**

The University of Ilorin, Ilorin, Nigeria, has a rich history that dates back to its establishment in 1975. The University of Ilorin was established by the Federal Government of Nigeria in 1975 as a federal government-owned institution. It was one of the several universities created at that time to address the growing need for higher education in Nigeria.

The university is situated in Ilorin, the capital city of Kwara State, which is located in the North Central region of Nigeria. Ilorin is a strategic location, providing accessibility to students from various parts of the country.

Since its inception, the University of Ilorin has grown steadily, expanding its academic programs and facilities. It offers a wide range of undergraduate and postgraduate courses across various disciplines including arts, sciences, engineering, social sciences, education, law, and health sciences.

Over the years, the university has placed a significant emphasis on research and development activities. It has established research institutes and centres to facilitate research endeavours in different fields.

The University of Ilorin has also been actively involved in community engagement and development projects. It collaborates with local communities and government agencies to address societal challenges and contribute to regional development.

In the course of its existence, the university has achieved notable rankings and accolades both nationally and internationally. Its commitment to excellence in teaching, research, and community service has been acknowledged by various organizations and institutions. Like any institution, the University of Ilorin has faced its share of challenges including funding issues, infrastructure development, and occasional labour disputes. However, it has continued to overcome these challenges and evolve as a leading academic institution in Nigeria.

Through its academic programs, research initiatives, and community engagement efforts, the University of Ilorin has made significant contributions to the advancement of knowledge, human capital development, and socioeconomic progress in Nigeria and beyond.

Overall, the University of Ilorin has a rich history marked by growth, excellence, and contributions to society, and it continues to play a vital role in shaping the future of education and research in Nigeria. Her vision and mission are as follow:

## **Vision**

"To be a world-class institution for excellence in character building, learning and research."

## **Mission**

To provide a world-class environment for learning, research and community service.

## **Aim and Objectives of Intellectual Property Policy**

### **Aim**

The main aim of the Intellectual Property Policy (IPP) is to promote the creation and commercialization of intellectual property outcome and resolve any conflicting interests that may arise from the generation and commercialisation thereof.

### **Objectives**

The objectives of the IPP are to:

- i. promote, encourage and protect valuable research;
- ii. establish basis for ownership and right of use over research outcome and ensure protection of IP outcome of research activities in the university;
- iii. protect the traditional rights of scholars to control the products of their scholarly work;
- iv. serve as a transparent policy document for researchers, collaborators and investors; and
- v. target commercialisation of research results for the benefit of the University and relevant stakeholders.

## **Article 1: Definitions**

### **1.5 Definition of Terms**

- 1.5.1 Applicant:** The entity or person who submits (files) an application for an IP title with an IP office or in whose name and application is filed.
- 1.5.2 Application:** A document presented by or on behalf of an applicant in which the applicant requests an IP office to grant an IP title.
- 1.5.3 Apply:** To apply for an IP title means to file for an IP title with an IP office.
- 1.5.4 Assignment:** A total transfer of rights in IP assets.
- 1.5.5 Author:** An employee of the University, whether academic or otherwise or another physical person associated with the University, who has written or created a work.
- 1.5.6 Background IP:** Any past IP created 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, before the completion of any research project or before a creator becomes subject to this IP Policy.
- 1.5.7 Co-Researchers/Creators or Joint Researchers/Creators:** Two or more persons who have jointly made an invention or created an industrial design or utility model or who have jointly undertaken a research and created an IP.
- 1.5.8 Commercialisation:** The process of turning an invention or creation into a commercially viable product, service or process.
- 1.5.9 Contract of Employment:** A contract by which a person undertakes to do work for remuneration according to the instructions and under the direction or control of the University.
- 1.5.10 Contractors and Consultants:** These are persons contracted by the University for a specific purpose and a limited period of time as contained in the terms of engagement.
- 1.5.11 Copyright:** The exclusive legal rights granted by a government to an author, editor, compiler, composer, playwright, publisher, or distributor to publish, produce, sell, or distribute copies of a literary, musical, dramatic, artistic, or other work, within certain limitations (for example fair use). Copyrights laws also govern the right to prepare derivative works, reproduce a work or portions of it and display or perform a work in public. Such rights may be transferred or sold to others and do not necessarily pass with

ownership of the work itself. Copyright protects a work in the specific form in which it is created, not the idea, theme, or concept expressed in the work which other writers are free to interpret in a different way. **Computer software** is regarded as a literary work and is, therefore, protected by copyright in the same way as literary and artistic works. Publications such as books, thesis/dissertations, journals, technical reports, and magazines are all protected by copyright. Additionally, research proposals and courseware, such as lecture notes, power point presentations, hand-outs, and technology-based materials in online courses and distance learning are also regarded as IP assets that fall under the protection accorded by copyright. Other assets accorded copyright protection include photographs, software, videotapes, audio tapes and the University website as well as programmes created by the University's Community Radio. As a policy, the University does not publish works for which it does not own the copyright. All matters relating to copyright are covered under the Copyright Act, 2022 and other applicable laws in force in Nigeria.

- 1.5.12 Course Materials:** All materials produced in the course of, or for use in, teaching in any form (including digital, print, video and visual) and all Intellectual Property rights in such materials. These may also include lectures, lecture notes and materials, syllabi, study guides, assessment materials, images, multi-media presentations, web content and course software.
- 1.5.13 Creation:** Any invention, copyright or unpatented material to which net royalties may apply in accordance with this policy.
- 1.5.14 Creator or Inventor:** The individual or group of individuals who invented, authored or is otherwise responsible for the creation of the intellectual property as defined by applicable laws.
- 1.5.15 CREDIT:** Centre for Research Development and In-House Training (CREDIT)
- 1.5.16 Databases:** These are usually computer-based repositories which contain large amounts of information that may be used for specific purposes. Databases may be regarded as copyright works when significant labour and skill are adjudged to have been used in devising the compilation.



- 1.5.17 Derivative work:** A work based on another copyrighted work and is presented in a different style/format/media, such that it has acquired the minimum threshold required for copyright protection.
- 1.5.18 Disclosure of IP/Report of Invention Form:** This is a form to be filled by the IP creator or researcher/creator informing the University of the creation of a new IP. In this policy, “Disclosure of IP Form” is interchangeably used with “Report of Invention (ROI) Form”.
- 1.5.19 Electronic Research Material (ERM):** The electronic representation, in whole or in part, of an invention or software. This includes but is not limited to, digitized blueprints, programming source codes and executable programs.
- 1.5.20 Employee:** indicates a person who has joined the University's employment pool, be it as an assistantship, full-time or part-time, paid or unpaid, administrative or support staff, full appointment or joint appointment, affiliation appointment, or academic;
- 1.5.21 Exempted Scholarly Works:** These are works presumed to be owned by the author and unless they are subject to contractual restrictions or are works made for hire, the University and its agent do not claim copyrights ownership of the works. These may include textbooks, class notes, research articles, research monographs, students’ theses and dissertations, paintings, drawings, sculpture, musical compositions, poetry and popular fiction and non-fiction.
- 1.5.22 Field of Academic Research:** The particular area of research in relation to which a researcher/creator has published works, or has received funding, or has made inventions or has developed software, in the course of his or her academic duties at the date of disclosure of an invention or software.
- 1.5.23 Field of Teaching:** The field in relation to which a researcher/creator has been teaching in the course of his or her academic duties at the date of creation of learnware or development of software.
- 1.5.24 File (Verb):** To file an application means to hand over or to send an application to an IP office. To file amendment means to handover or send amendments to an application to an IP office. For both applications and amendments, submissions should be acknowledged.
- 1.5.25 Filing Date:** The date of acknowledged receipt of an application by an IP office and not the date of its dispatch by the applicant.

- 1.5.26 Founder:** A researcher/creator or creator who accepts a significant role in the initial development phase of a spin-off company based wholly or in part on his or her invention or software.
- 1.5.27 Geographical Indications:** These are place names, or words associated with a place, used to identify the origin and quality, reputation or other characteristics of products.
- 1.5.28 Grant of IP:** This is to give a title to an IP by the relevant IP office. It may also refer to the document of grant, for example, patent grant.
- 1.5.29 He and His:** In this policy He/His shall also mean She/Her respectively.
- 1.5.30 Incidental Use:** A use that plays a minor role in, and is not essential to, the development of an invention or software.
- 1.5.31 Industrial Design:** This refers to the ornamental or aesthetic appearance of an article. The design may consist of three-dimensional features of the article, such as its shape or surface, or of two-dimensional features such as patterns, lines or colours. Industrial designs are embodied in a wide variety of products of industry and handcraft, such as industrial prototype, household ware, electrical appliances, vehicles and architectural structures.
- 1.5.32 Infringement:** An unauthorized exercise of any of the exclusive rights solely granted to the owner of a respective Intellectual Property.
- 1.5.33 Intellectual Property (IP):** This means an original and novel creation of intellect. For the purpose of this policy, IP includes all classes of IP covered by this policy.
- 1.5.34 Invention:** A new idea of a researcher/creator which permits in practice a solution to a specific problem in the field of science and technology. It may be or related to a product, a device, a substance or a process and is normally patentable if it is new, involves an inventive step and is industrially applicable.
- 1.5.35 Invention Disclosure:** The detailed report that provides information on invention, the researcher/creator or researcher/creators and the processes leading to the invention.
- 1.5.36 LABTOP:** This is the short form of Laboratory-to-Product (LABTOP) --- an equivalent of the Intellectual Property and Technology Transfer Office (IPTTO) --- in the University of Ilorin, Nigeria, while the LABTOP DIRECTOR mirrors the OFFICER in charge of the IPTTO.
- 1.5.37 Researcher/Creator:** A person who makes an invention or creates an IP.
- 1.5.38 IP:** An abbreviation for Intellectual Property.

- 1.5.39 IP Audit:** The identification and review of the University's owned, used or acquired IP assets to assess and manage risk, address challenges and allow for best practices in IP management.
- 1.5.40 IP Expenses:** means all expenses incurred by the Institution in the management and Commercialization of IP for which Gross IP Revenue has been received.
- 1.5.41 IP Protection:** The acquisition of exclusive right of ownership over an IP through registration or any other means laid down by law.
- 1.5.42 IPP:** Intellectual Property Policy.
- 1.5.43 IPR:** An abbreviation for Intellectual Property Right.
- 1.5.44 IPs:** The plural of IP. An abbreviation for Intellectual Properties.
- 1.5.45 IP Search:** A comprehensive search undertaken in national and international IP registers or databases before filing an application for an IP right or protection in order to be sure that the right or protection for which application is to be filed is not already existing.
- 1.5.46 IPTTO:** An abbreviation for Intellectual Property and Technology Transfer Office of the University as established by this policy.
- 1.5.47 Knowhow:** This is the actual human technical skills derived from experience in working a certain technology. It may or may not be part of trade secret. Most new technologies function best when accompanied by transfer of knowhow through manuals, training or secondment of expert to work with the licensee of the IP.
- 1.5.48 Lead Researcher/Creator:** A member of a group of co-researchers/creators designated by the group to act as its contact person with the University.
- 1.5.49 Learnware:** Technology-enabled learning products in electronic format.
- 1.5.50 LFN:** Laws of the Federation of Nigeria.
- 1.5.51 License:** The permission to exercise the rights that are exclusively protected for the owner of an IP.
- 1.5.52 Moral Right:** A non-commercial right related to the right of a creator to claim authorship and to protect the integrity of his or her work.
- 1.5.53 Net Income:** The gross monetary payments that the University receives as a result of transferring rights in the Intellectual Property less the University's out-of-pocket expenditures (including legal fees) directly attributable to protecting, developing and transferring that Intellectual Property.

- 1.5.54 NOTAP:** National Office for Technology Transfer and Acquisition. This is a government office.
- 1.5.55 Open Educational Resources (OER):** refers to educational and research resources that are part of the Public Domain and that have been made available to the public under an open license that enables anybody to use or modify them at no cost.
- 1.5.56 Open Source:** in the context of software denotes software whose source code is released and made accessible to the public, allowing anybody to copy, edit, and distribute the program under the strict guidelines that are set forth.
- 1.5.57 Patents:** These are legal documents issued by the government in response to a formal application process in which the creator or researcher of a new product or process is granted the exclusive right to manufacture, use, and sell it for a designated period of time (generally 20 years). Patents are meant to protect original inventions (subject to some exclusions) with industrial applicability. Matters related to patents are covered by the Patents and Design Act, LFN, 2004 and other applicable laws in force in Nigeria.
- 1.5.58 Plant Varieties and Livestock Breeds Rights:** These are granted to breeders of new, distinct, uniform and stable plant varieties and livestock breeds as enshrined in the Plant Variety Protection, Act, 2021 and Crop Varieties and Livestock Breed (Registration, etc.) Act, Cap N27 LFN 2004.
- 1.5.59 Prototype:** An original production of a work designed as an example or model (but not for use) and intended to measure usability and value of product to the end user.
- 1.5.60 Researcher:** Any staff, student, guests and other agents of the University who engage in research that may or may not lead to an IP.
- 1.5.61 Royalties:** Recurring payments made as a consideration for exploitation of Intellectual Property in ways including but not limited to licensing, franchising, assignment and/or acquisition of equities.
- 1.5.62 Significant Use of University Resources:** The use of University's resources, whether approved or unapproved, without compensatory payment to the University at commercial value or as previously agreed. University resources may not include salary, insurance or retirement plan contribution to or for the benefit of the Creator. A researcher may not be considered to have made significant use of the University resources if he:

- i. receives advance written approval of the proposed use of academic facilities and equipment from the University without the University expecting any royalty or payments;
- ii. compensates the University for the fair market value of the facilities and equipment (as actually charged by the University to outside users);
- iii. is not using the University's committed time because the activities are permitted under individual and outside consulting as allowed by the university;
- iv. does not use any institution-provided or institution-administered funds in connection with the activity; and
- v. makes use of University library or facilities that are usually available to the general public.

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

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

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

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

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

**1.5.68 UNILORIN:** University of Ilorin, Nigeria is a federally owned, Second generation University, founded in 1975.

**1.5.69 University:** Except where otherwise stated, the word 'University' in this policy means University of Ilorin, Nigeria.

**1.5.70 University Resources:** This shall include all tangible resources made available by the University to creators or researchers. Such resources shall include but are not limited to: library, office, laboratory and studio space and equipment; computer hardware, software and support; secretarial services; research, teaching and laboratory assistance; supplies and

utilities; and funding for research and teaching activities, travel and other funding or reimbursements or any other University administered funds.

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

**1.5.72 WIPO:** World Intellectual Property Organisation.

## **Article 2: Scope of the Policy**

The Intellectual Property Policy addresses the following areas:

- i. Coverage of Intellectual Property policy;
- ii. Ownership of Intellectual Property;
- iii. Rights and obligations of the parties involved;
- iv. Disclosure of Intellectual Property;
- v. Conflict of Interest;
- vi. Commercialisation of Intellectual Property;
- vii. Distribution of income; and
- viii. The relevant organs and instruments required for the implementation of the policy.

## **3. COVERAGE OF THE INTERLLECTUAL PROPERTY POLICY**

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

### **2.1 Parties Covered**

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

**2.1.1 Employees of the University:** These include all staff, both teaching and non-teaching, that are employed by the University, whether on contract for a fixed period of time or as permanent and pensionable staff. Such contractual commitments also cover part-time

staff, post-doctoral researchers/fellows, visiting scholars and lecturers as well as staff on sabbatical appointments.

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

**2.1.3 Other Personnel of the University Who may not Fit into any Category:** Members of the National Youth Service Corps (NYSC) who are doing their service with the University are for the purpose of this Policy considered as staff of the University and so are interns and students of other institutions who are on Industrial Attachment or Students' Industrial Work Experience Scheme (SIWES). An employee of the University who is also a student in the University shall be considered a staff in respect of IP generated from his work as staff and considered a student with regard to IP created from his work as a student.

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

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

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

## **ARTICLE 3: GOVERNANCE AND OPERATION**

### **3.1 LABTOP/Intellectual Property Board (IPC)**

**3.1.1 Establishment and Purpose:** The University shall establish a LABTOP/Intellectual Property Board to oversee the implementation and evolution of the Policy and provide strategic guidance to the University.

**3.1.2 Composition:** The LABTOP/Intellectual Property Board shall consist of relevant Heads of Faculties/Departments/Centres/Units chaired by a member of management (preferably DVC(RTI)). The Chair shall be answerable to the Vice-Chancellor of the University.

**3.1.3 Responsibilities:** The LABTOP/Intellectual Property Board 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 LABTOP/IPMO**

**3.2.1 Purpose:** The University shall establish a LABTOP/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 LABTOP/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 (Centre for LABTOP / 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 Centre for LABTOP/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 LABTOP/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 LABTOP/IPMO through the relevant University IT unit responsible for the Information Security Incident Management Procedure.

iii. In accordance with that procedure the LABTOP/IPMO shall advise on the implications, potential remedies and mitigation actions in response to an alleged breach.

#### **4.8.6 Copyright Licenses**

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, Staff members and students to publish results of their research, subject to reasonable delays to preserve patent or other intellectual property rights, provided that application for patent shall be filed within three (3) months of the final submission.

The inventors must maintain confidentiality of the invention for limited periods to avoid the loss of patent rights. The Intellectual Property Management Office (LABTOP/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 LABTOP/IPMO prior to making Public Disclosure of any potential IP of the University, including publication of research results.

#### **5.3 Trade Secrets**

The LABTOP/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, Student and visitor 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 by any arm of government or the university.

**6.2 Research Contract Policy:** Research Contracts shall be executed and performed in compliance with the University's Research Contract Policy.

**6.3 Due Diligence:** The negotiation and signing of IP contracts shall be undertaken by LABTOP/IPMO which shall exercise due diligence and consult other relevant persons and organs within 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.

v. **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.

vi. **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.

vii. **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, LABTOP/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.

viii. **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 LABTOP/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 LABTOP Board.

## **Article 7 Determinations by the LABTOP/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 LABTOP/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 team], he 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 LABTOP/IPMO such full, complete and accurate information as LABTOP/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 LABTOP/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 LABTOP/IPMO that attest to creatorship. Where there is more than one Creator/Inventor, and there is a dispute as to the contribution to creatorship, LABTOP/IPMO shall in consultation with the Creators/Inventors, assist in the determination of their contribution, failing which the matter will be referred to the LABTOP BOARD 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:** LABTOP/IPMO shall analyze the information disclosed in the IP Disclosure within three (3) months 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, LABTOP/IPMO will prepare a preliminary report with findings that enable the LABTOP BOARD to decide if it will proceed with IP protection and Commercialization. LABTOP/IPMO shall share the preliminary report with the Creator(s)/Inventor(s) and seek their input.

### **7.4 University 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 LABTOP/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 LABTOP/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 globally.

## **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 LABTOP/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. 60% 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 60% of the Net IP Revenue, based on ratio of contribution, except where there is a written agreement by the creators/Inventors stating otherwise.
- ii. 20% to the environment of the Creators/Inventors as follows:
  - (a) 5% 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
  - ( c ) 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. Where not applicable, this should be added up to the inventors portion.
- iii. 10% to the University Research Account to support research and innovation
- iv. 10% to the LABTOP/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 LABTOP/IPMO for resolution, failing which the matter may be brought to the LABTOP BOARD. Whoever that is not satisfied, should appeal to the University Management /internal mechanism for dispute resolution 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 shares 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 licence

- 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 IP Portfolios Maintenance**

10.1. The LABTOP/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. LABTOP/IPMO shall also notify Bursary to make the appropriate payment in due time. The LABTOP/IPMO shall carry out periodic due diligence and audit with respect to the University's IP assets.

10.2. The LABTOP/IPMO, in conjunction with Bursary shall keep accurate records of revenue and expenses 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 on Folklore (EF), Traditional Knowledge (TK), and Genetic Resources (GRS)**

11.1 When Research is conducted at the University of Ilorin using Traditional Knowledge or Expressions of Folklore, provisions of relevant laws relating to TK and EF shall be observed. Such 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 procedures and mechanisms for access to Genetic Resources as well as facilitating access to Expressions of Folklore will 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 if the following are not observed:

- i. Staff or Visitors shall commit their time and intellectual contributions to the education, research, and academic programmes of the University.
- ii. Staff and Visitors alike, shall 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 shall 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 clearly report all potential and existing Conflict of Interest or Conflict of Commitment to the LABTOP/IPMO in accordance with applicable policies. LABTOP/IPMO shall be responsible for resolving the conflict and/or reaching a solution satisfactory to all parties concerned.
- v. The University's Intellectual Property Committee/ LABTOP Board 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 (COI or COC); by clearly stating requirements for disclosure of COI and COC; and establish procedures to identify them, avoid or effectively manage such conflicts.
- vi. Where Conflict of Interest and Conflict of Commitment arise, the DVC RTI in conjunction with LABTOP/IPMO should carry out settlement within 30 days. Where this is not achieved, the matter should be referred to the University Management or Council for resolution.

## **Article 13 General Dispute Resolution**

13.1: Violation

13.1: Where the provisions of this Policy has been violated, recourse shall be made to the following procedures in the order listed:

- i. Mediation.

- ii. Arbitration
- iii. As provided by other relevant provisions of the University Law

### 13.2: Applicable Law

All disputes arising from the implementation of this Policy shall be resolved in accordance with the provisions of the Nigerian National Laws.

### 13.3: Interpretation

- i. where any internal disagreement or problem relating to the interpretation of this Policy arises, the matter shall be referred to the LABTOP/IPMO in the first instance for consideration and mediation.
- ii. If the IPMO is unable to resolve the matter within two months the disagreement or problem of interpretation shall be referred to other relevant organs within the University.
- iii. Thereafter, dispute shall be referred to LABTOP BOARD/NOTAP.

## **Article 14 Amendment**

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