



**UNIVERSITY OF LAGOS, NIGERIA**

**INTELLECTUAL PROPERTY POLICY**

## PREAMBLE

**Whereas** University of Lagos is established pursuant to the *University of Lagos Act 1962* (Cap U9, Laws of the Federation of Nigeria 2004) with mandate to, among others, provide quality education and generate sound intellectual products and ideas through teaching, learning and research;

**Realizing** the importance of advancing the common good through efforts directed towards bringing the fruits of University of Lagos' research in diverse fields of knowledge to public use and benefit through the publication of research results and in appropriate cases, securing protection of the University's intellectual property (IP) to encourage private sector investment in development and distribution of products and processes;

**Conscious** that University of Lagos, like most universities and Research & Development (R&D) institutions in developing countries needs to put in place a framework for effective management of IP issues;

**Mindful** that inadequate funding of education and R&D activities necessitates the generation of income from internal sources to supplement government support;

**Determined** to ensure effective training, which requires the deployment of financial resources in the purchase of research, learning and teaching materials, laboratory equipment, research consumables exchange programmes, field attachments and procurement of modern information and communication technology;

**Desiring** to attract, reward and retain highly qualified and motivated staff and to take the lead in training a competent workforce to accelerate Nigeria's technological advancement and growth;

**Ensuring** cross-transfer of knowledge and technology between Nigerian and other universities and R&D institutions and industries for effective utilization of human, technological and intellectual resources for sustainable development;

**Recognising** the importance of promoting and entrenching ethical practices consistent with global best standards in teaching, learning and research;

**The Governing Council and Senate of the University of Lagos** do hereby give, proclaim, and subscribe to this Intellectual Property Policy, which shall be binding on all persons, authorities, faculties, departments, units, sections, and offices within, or working in collaboration with the University or any of its units or departments.

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## **PART A: BACKGROUND PRINCIPLES AND OBJECTIVES**

### **1. BACKGROUND AND PRINCIPLES**

The University of Lagos, authors and members of the public have hardly benefitted from products and processes from discoveries and inventions connected with the activities of the University. In the course of the activities, University Staff members often develop innovative approaches in the conduct of their work. These often raise complex issues and challenges vis-a-vis ownership, the proper and equitable utilization, obligation and rewards associated with innovations. Such considerations require that the University develop policies that provide the basis for equitable adjudication between the various interests involved.

The University of Lagos Intellectual Property Rights policy is aimed at creating, protecting, and exploiting intellectual property assets. This document lays down intellectual property policy guidelines that apply to the entire University community as regards intellectual property.

The University's policy governing the ownership and disposition of intellectual property, which includes, but is not limited to inventions, copyrights, trademarks, and tangible research property such as biological materials is based on the following principles:

- This policy shall encourage the viewpoint that ideas or creative works produced at the University at the University should be used in ways that are meaningful in the public interest. This may be accomplished through widespread dissemination. Thus dissemination and use of ideas should be encouraged throughout the University community. In other circumstances the public may benefit from the stronger application of legal protection to the innovations and creative works of inventors and authors so that they may be developed into useful products.
- This policy shall protect the traditional rights of scholars with respect to the products of their intellectual endeavours. For instance, the policy should not interfere with the rights of a scholar to publish a book or an article. Where the University takes ownership or control of scholarly works, the University shall consult with authors on plans for publication.
- Although this recognizes that public benefit should be placed before financial gain, it is appropriate and often desirable for the University, inventors and authors to benefit financially from the use of a particular invention or creative work.
- Where financial or other logistical support has been provided or administered by or through the University, the parties shall reflect this in their agreement and the basis for such reimbursement shall be included.

- The University shall ensure that its name and insignias are properly used, especially where the use of its name or insignias imply association with other institutions or bodies subject to payment and receipt of a fair share of any commercial fruits from the use of its name and insignias.

## **2. OBJECTIVES**

The University of Lagos has adopted this Intellectual Property Policy ("Policy") for the management of intellectual property to:

- i) Ensure compliance with applicable laws and regulations governing intellectual property rights;
- ii) Promote, preserve, encourage and aid scientific investigation and research in the University;
- iii) Uphold and entrench the principles of academic integrity and ethics to ensure honesty and responsibility in scholarship;
- iv) Provide an organizational structure and procedure through which inventions and discoveries made in the course of University research may be made readily available to the public;
- v) Establish standards for determining the rights and obligations of the University, inventors and other creators of intellectual property and where applicable, external sponsors with respect to inventions, discoveries and works created at the University;
- vi) Encourage the provision of mutually beneficial rewards to the University and its members who generate research outcomes and facilitate its development into useful products and processes that are beneficial to the public; and
- vii) Attract sponsored research funding and collaboration at all levels by pursuing the highest ideals of scholarship.

## **3. PERSONS COVERED BY THE POLICY**

This Policy applies to investigators who use University of Lagos facilities, resources or who participate in University research to develop intellectual property. Specifically included are all full and part-time faculty and non-faculty staff; students who participate in research and use University facilities; research fellows; and visitors to the University's faculties and colleges, whether academic collaborators from other universities or collaborators from industry; non-employees who use University funds, facilities or other resources, or participate in University-administered research, including visiting faculty, industrial personnel and fellows, regardless of obligations to other companies or institutions.

#### **4. SUBJECT MATTER OF THE POLICY**

This policy covers all intellectual property as defined in the Part H of the Policy, including, but not limited to patents, trade and service marks (including the University of Lagos logo and insignia), industrial designs, copyright, utility models, discoveries, indications of geographical origin, new plant varieties, trade secrets (confidential data or information, including formulae, patterns, compilations, programmes, devices, methods, techniques, or processes used in research and business), technology-based materials in online courses and distance learning, research proposals, indigenous and traditional knowledge as well as any other intellectual property-related assets that may be created by persons covered under this policy.

#### **5. OFFICE OF INTELLECTUAL PROPERTY**

- 5.1 There is hereby established a University of Lagos Office of Intellectual Property, ("the Office") which shall be responsible for the implementation of this Policy.
- 5.2 The composition and management of the Office shall be determined by the Vice-Chancellor.

## **PART B: OWNERSHIP OF INTELLECTUAL PROPERTY**

### **1. UNIVERSITY OWNERSHIP**

Subject to the exceptions in Article 2 of this Part, the University owns all rights, Intellectual Property developed by any person (specified by Article 3 of Part A above) covered by this policy in the course of their employment or engagement with and/or enrolment in the University, and developed as a result of University support.

### **2. EXCEPTIONS TO UNIVERSITY OWNERSHIP**

Ownership in intellectual property shall vest in the author, inventor or creator of the following:

- i. All intellectual property developed without University support and without corporate, federal or other external sponsorship. Provided that appointment, engagement or enrollment shall not in itself be construed as University support for purposes of this Article;
- ii. All copyright in artistic, literary, musical and other copyright works (including those in electronic formats). Such ownership rights vest in the author, notwithstanding the use of University resources so long as such works are neither created under the direction and control of the University, nor developed in the performance of a sponsored research or other agreement;
- iii. Student thesis and dissertations, and works derived from students' collaborative works, are considered Exempted Scholarly Works in which the students will own copyright in the work subject to a license agreement with the University to reproduce and publish the work. In the absence of an agreement students are at liberty to publish their thesis and dissertations, unless they have agreed in writing to restrictions that preclude or delay publication, or delay is necessitated by the requirements under Part C: 3.6 below of this Policy;
- iv. All intellectual property developed solely through staff efforts or in collaboration with other legal entities and institutions, prior to the appointment of staff as employee of the University remain the sole property of the member of staff;
- v. Where research has been funded by a sponsor under a grant or sponsored research agreement with the University, staff or student, or is subject to a material transfer agreement, confidentiality and non-disclosure agreement or other legal obligations restricting ownership of the intellectual property, ownership shall be as specified in the said agreement; and
- vi. The use of staff intellectual property as Background Intellectual Property ("BIP") is at the sole discretion of the staff, provided the University shall have the sole right to determine its equity share in the ownership of a possible Foreground Intellectual Property ("FIP") arising from such research work.

### 3. SURRENDER OF INTELLECTUAL PROPERTY TO STAFF

In the event that the University expresses no interest in seeking patent, copyright or any other IP rights protection, the University shall assign its rights in the invention or creation, subject only to sponsorship restrictions. Provided that the University shall still retain its rights to a non-exclusive, non-transferable irrevocable royalty free licence on the invention for research and educational purposes.

### 4. CONFLICTS OF INTEREST

For the purpose of avoiding conflict of interest, the following shall apply:

- i. Where there are significant contributions, including Background Intellectual Property (BIP) from another legal entity in partnership with a member of staff, to a proposed research activity, the Principal Investigator ("PI") shall duly inform the University about the existence of such contributions;
- ii. It is the responsibility of the PI to clearly document and present the share of contributions from all participatory institutions and collaborators to the University;
- iii. The University shall have the sole right to determine the ownership arising from the use of University resources towards the creation of intellectual property;
- iv. It is a conflict of interest for persons covered by this Policy to accept research sponsorship from a company in which they have significant financial interest without full prior written disclosure of such interest;
- v. It is the responsibility of staff to clearly distinguish between private consultancy and research sponsorship. Provided the University of Lagos will not prevent any staff from receiving research support from public limited companies by virtue of the researcher being a family member of a director or him/herself owning some shares in the company;
- vi. Staff shall not associate the University's image or name with commercial interests in private or public companies and/or organizations where doing so may lead to conflict of interest in the course of consulting, or soliciting research funding. Where university image, name or insignia is to be used in consultancies or solicitation for funding, such use should take account of the provisions of clause 5 below.



**5. USE OF UNIVERSITY NAME AND INSIGNIA**

- a. The name “University of Lagos”, and University insignia, marks and symbols, including, but not limited to, the official seal and logo have significant value.
- b. The University and its members have a responsibility to ensure that any implied association with the University is accurate, and that the activities with which it is accurately associated maintain standards consistent with its educational, research and related purposes.
- c. The University and its members have a responsibility to protect its assets by seeking a fair share of the economic value that the use of the University name or insignia produce;
- d. The use regulated by this Article/paragraph refers to the identification, statement, or display of the University name or Insignia in any way that may reasonably be interpreted as implying endorsement, approval or sponsorship by the University or one of its departments or units;
- e. The University, a department or unit may authorize outside individuals or entities to use its Name only with the necessary prior approval, taking into account the general criteria of accuracy and appropriateness.
- f. In granting approval for the use of name and insignia of the University, the following factors shall be taken into consideration:
  - i. Whether the association between the University and the activity, product, or publication is accurately represented;
  - ii. Whether the activity, product, or publication, and the manner in which it is associated with University's Name, are appropriate to the University's educational and research mission;
  - iii. Whether satisfactory arrangements have been made concerning the interest (if any) to be held by the University in intellectual property and income resulting from the proposed activity;

## PART C: DISCLOSURE PRINCIPLES

### 1. Importance of Disclosure

- 1.1 In order to ensure maximum protection and utilization of an invention, or creation the inventor/creator must disclose such invention by submitting a duly completed *Invention Disclosure Form* at the University of Lagos IP Office within ninety (90) days of the identification of the IP.
- 1.2 The *Invention Disclosure Form* shall be accompanied by a *Memorandum of Invention* stating a brief description of the invention, a statement of claim(s), explanatory drawings (where applicable), summary and other data disclosing the nature and purpose of the invention.
- 1.3 Submission of the duly completed *Invention Disclosure Form* within the period prescribed above shall form the basis for determining the patentability of such invention.
- 1.4 Invention disclosure shall constitute official notice of the invention to the University for the purpose of clause 1.3 above.

### 2. Premature Disclosure in case of patents

- 2.1 In order to preserve the novelty of IP developed at the University, no such IP shall be made public **in any way** through submission for publication or presentation to others prior to its disclosure to the IP Office and a clearance for publication or presentation having been first obtained from that Office;
- 2.2 An invention disclosed prematurely shall not be patentable;
- 2.3 The following, without limitation, shall constitute premature disclosure: -
  - 2.3.1 Disclosure to the public through abstracts;
  - 2.3.2 Disclosure through poster sessions;
  - 2.3.3 Shelved thesis;
  - 2.3.4 Journal or other publications, public lectures, seminars, workshops and other public oral or written presentations or demonstrations
  - 2.3.5 Other descriptions of an invention in any manner which renders it accessible to the public; and
  - 2.3.6 Any other dealings, which, in the opinion of the IP Office, constitutes a premature disclosure.
- 2.4 Filing of *Invention Disclosure Form* at the IP Office shall not constitute premature disclosure for the purpose of protection.

### 3. OBLIGATIONS OF THE PARTIES

- 3.1. In all cases where intellectual property is disclosed in the manner prescribed under this Policy, the IP Office shall consider the submission. If the decision is to pursue protection of IP, the Office shall take steps to file relevant applications for the registration of the IP.
- 3.2. Where the IP Office cannot, or decides not to, pursue patent protection, it shall, within sixty (60) days, notify the inventor accordingly, and ownership of intellectual property shall thereupon revert to its inventor
- 3.3. An inventor shall ensure thorough and timely disclosure of all inventions, discoveries and other intellectual property works to the IP Office.
- 3.4. An inventor shall provide all necessary assistance to the IP Office for the purpose of registration of the IP.
- 3.5. An inventor shall abide by all commitments made in sponsored research and other agreements as well as obligations contained in this Policy and other relevant laws.
- 3.6. The University shall recognize the right of students to publish the results of their work, without prejudice to the procedural requirements for the filing of patent application by the University.

### 4. CONFIDENTIAL DISCLOSURES

All confidential information received in the *Invention Disclosure Form*, report of invention, *Memorandum of Invention* and other means relevant thereto shall be kept confidential and may be disclosed only to authorized agencies, or on the order of a court of competent jurisdiction.

## **PART D: EVALUATION, EXPLOITATION AND LICENSING**

### **1. MARKETING**

For the purpose of commercialization of the IP:

- i. Commercialization of intellectual property shall include licensing, joint ventures, start-up or spin off companies and assignment;
- ii. Remuneration for licenses, assignments or other forms of exploitation shall be by way of lump sum payments, royalties, license fees, milestones, or other forms as maybe agreed between the parties; and
- iii. Decisions as to commercialisation of intellectual property shall take into account the interests of the University, the public, and the inventor.

### **2. EVALUATION AND COMMERCIAL DEVELOPMENT**

- i. The IP Office shall evaluate, and obtain proprietary protection for, the purpose of commercial development of selected technology.
- ii. The University, through the IP Office and the inventor, shall have collective responsibility for disclosing inventions and other licensable intellectual property and cooperating to make the intellectual property available commercially.
- iii. The University, through the IP Office and the inventor, shall have collective responsibility for commercial development of selected technology. Acting within its broad discretion and in good faith, the University will seek to maximize the value of the intellectual property. To this end, the IP Office, in consultation with the inventor, may:
  - a. Publish or advertise the technology as it deems appropriate;
  - b. Assist in finding a partner for the University or a sponsor for the inventor;
  - c. Negotiate and manage agreements that are consistent with this Intellectual Property Policy; and
  - d. Prepare legal instruments necessary to realize the technology transfer objective;
- iv. Inventor, author or creator's Responsibilities.
  - a. The inventor or creator of any intellectual property is required to disclose inventions, discoveries and other new intellectual property to the IP Office in a thorough and timely manner;
  - b. The inventor, author or creator shall abide by all commitments made in the license, sponsored research and other agreements in compliance with all laws and regulations related to the research and its exploitation;
  - c. The inventor shall also provide such assistance as may be necessary throughout the technology transfer process to realize the goals and objectives set forth in this Policy;

- d. The inventor has the further responsibility to work with the IP Office properly consider, disclose and manage and resolve any possible conflicts of interest arising from agreements to commercialize intellectual property.

3. **Protection of University Interest:** In the event of transfer of interest by license or assignment, the IP Office shall protect the interest of the University and the academic freedom of its staff and students by retaining or obtaining the following:

- a. An irrevocable, non-exclusive license for research and education purposes that includes the right to grant sublicenses to non-profit bodies for collaborative research purposes;
- b. The protection of the University, its staff and students from the costs of disputes among the inventors or otherwise arising from any reassignment of the IP;
- c. An assurance that the IP is taken "as is" and without warranties, including those of validity, enforceability and freedom to operate;
- d. The protection of the University, its staff and students from the costs of product liability and other lawsuits arising from future commercialization of the IP; and;
- e. A commitment that revenue from future commercialization, if any, ensures the reimbursement of the expenses incurred prior to reassignment.

4. **Basic Principles for Interactions Between Companies, Inventors, authors and the University.**

In order not to compromise the realization of the University's primary objectives of teaching and research, there are basic principles that must be observed in the interactions between the inventor, authors the University and corporate bodies.

- a. **Publication:** Public dissemination of research results shall not be compromised by agreement made to commercialize intellectual property subject to the provisions of this Policy;
- b. **Educational Mission:** The educational mission of the University must not be compromised. Students, fellows, associates and other trainees must have access to the best guidance and choice of research opportunities that academic staff can provide;
- c. **Scientific Integrity:** The integrity of the inventor, author shall not be compromised by any agreement relating to the nature, conduct or reporting of research conducted by the inventor or the University.
- d. **Patient Care:** Where intellectual property is related to the care of patients, patients shall receive the best-proven and most appropriate care.
- e. **Contracts:** Contracts and agreements must conform to the University of Lagos Act and other relevant statutes and regulations.

**PART E: REVENUE DISTRIBUTION**

**1. COSTING**

Costing expenses incurred in the creation and commercialization of Intellectual Property shall be done professionally in accordance with best practices, University of Lagos regulations, relevant laws and the agreement of the parties

**2. EQUITY SHARING**

- i. The University shall share royalties, equity and other income derived from the licensing, assignment or other exploitation of intellectual property including transfers of technology involving licensing of non-patented technology and material transfer agreements with the inventor, unless prohibited or restricted by a third party agreement;
- ii. Equity Sharing shall be based on Net Income as follows:
  - a) 50% shall be allocated to the Researcher(s) in their personal capacity;
  - b) 25% shall be allocated pro rata to the environment(s) of the Researchers as follows:
    1. 8% shall be allocated to the University Research account of the Researchers for use in their research work,
    2. 7% shall be allocated to the Department/Unit of the Researchers,
    3. 10% shall be allocated to the Researchers' Faculty. These funds shall be applied for research only and shall not be allocated to any individual for personal gains,
  - c) 25% shall be allocated to the Central account of the University of Lagos for general research purposes.
- iii. In cases of multiple researchers each shall share the 50% net income accruing to them in proportion to their contribution as mutually agreed upon among themselves,
- iv. If the joint researchers fail to reach an agreement, the income shall be distributed among them based on their contributions as determined by the IP Office;
- iv. Approval of payment based on agreed formula for sharing Intellectual Property income shall be made by the Vice Chancellor on the recommendation of the IP Office.

## **PART F: DISPUTE RESOLUTION**

- i. Any dispute (contractual or otherwise) however arising from or in connection with the interpretation and implementation of this Policy or incidental matters pertaining thereto shall, in the first instance be referred to mediation by the Intellectual Property Committee (IPC).
- ii. A notice of Mediation shall be delivered at the University of Lagos Intellectual Property Office and the DVC (A&R) shall within fourteen (14) days of receipt thereof constitute the IPC which shall comprise of:
  - a. The Deputy Vice-Chancellor (Academic & Research) as Chairperson.
  - b. The Director of Academic Planning.
  - c. The Provost or Dean of the Faculty or College of the staff/student author or inventor;
  - d. The Head of Department of the staff/student author or inventor;
  - e. A member of staff with experience and/or expertise in Intellectual Property matters;
- iii. The Secretary of the IPC shall be a staff of IP Office;
- iv. Where a party is not satisfied with the decision of the IPC or the DVC (A&R) is, for administrative reasons, unable to constitute the IPC within the time specified above, the dispute shall be referred to arbitration, by a Sole Arbitrator, under the Arbitration and Conciliation Act Cap A18 Laws of the Federation of Nigeria 2010 or as amended from time to time;
- v. The aggrieved party shall cause to be issued a Notice of Dispute;
- vi. The parties shall within fourteen (14) days of the issuance and delivery of the Notice of Dispute to the other party or parties appoint a Sole Arbitrator to determine the dispute;
- vii. In the event that the parties are unable to agree on a Sole Arbitrator, any party may, after the expiration of fourteen (14) days thereof, apply to the Chairman or President for the time being of the Chartered Institute of Arbitrators (Nigeria Branch) to appoint a Sole Arbitrator;
- viii. Any ensuing award shall be final and binding between the parties;
- ix. The Sole Arbitrator shall have the power to grant all remedies know to law and equity and shall have power to award interest thereon.

**PART G: IMPLEMENTATION**

- i. Where there is any inconsistency in the provisions of this policy, recourse shall be had to relevant intellectual property laws currently in force in Nigeria, including the Patents & Designs Act, Cap P2, Laws of the Federation of Nigeria, 200428, LFN 2004, the Copyright Act, Cap C28, Laws of the Federation, 2004 and the Trademarks Act, Cap T14, Laws of the Federation;
- ii. The policy shall take effect upon approval by the Senate and Governing Council of the University;
- iii. Intellectual property rights in works created prior to the effective date of this Policy shall be treated in accordance with the principles articulated herein, to the extent that such treatment is practicable, just and reasonable;
- iv. An Intellectual Property Board shall be constituted by the Vice Chancellor to oversee the management of this Policy and operations of the IP Office;
- v. Members of the Board shall serve initial terms of three years or such other period as may be determined by the Vice Chancellor; and
- vi. The Head of the IP Office shall submit a written summary of annual activities and accounts of the Office to the Intellectual Property Board.



## PART H: REVIEW AND AMENDMENT

- i. This policy shall be reviewed or amended at any time in response to emerging realities;
- ii. A review Committee shall be constituted by the Vice Chancellor with members drawn from within the University and outside, where necessary;

## PART I DEFINITIONS AND RELEVANT AGREEMENTS

### 1. DEFINITIONS

- i. **Academic integrity** means honesty and responsibility in scholarship. It also encompasses avoiding the unconscionable use of the ideas of others without clearly acknowledging the source of that information;
- ii. "Academic unit" means a department/faculty/institute/directorate/centre (as the case may be) for purposes of furthering the mission of the University of Lagos;
- iii. "Council" means the Council of the University of Lagos as established by the University of Lagos ACT;
- iv. Copyright means all forms of original literary, artistic, and musical works, as well as sound recordings, cinematograph films and broadcasts including, but not limited to books, monographs, musical or dramatic compositions, choreographic works, drawings, paintings, computer software or databases as well as audio and visual materials;
- v. "Device-like software" means software that is intended primarily and is reasonably likely to accomplish a task or to produce, manage, analyze, or manipulate a product, such as data text, a physical object, or more software. Such software acts as a tool or building block in the accomplishment of such a task or in the creation or management of such a product or result;
- vi. "Direct expenses" are the costs associated with the protection, patenting and licensing of intellectual property. Such costs do not include the salaries or other overhead costs of the University of Lagos;
- vii. **Gross income** refers to funds obtained from the commercialization of any Intellectual Property. Gross income may include license fees, milestone payments, minimum annual royalties, earned or running royalties, lump sum payments, equity, equipment or reimbursement of patent expenses and fees;
- viii. **Indigenous Knowledge** – Indigenous knowledge refers to the knowledge, innovations and practices of indigenous and local

communities developed from experience gained over time and adapted to the local culture and environment. Indigenous knowledge is usually transmitted orally from generation to generation. It tends to be collectively owned and takes the form of stories, songs, folklore, proverbs, cultural values, beliefs, rituals, community laws, local language, and agricultural, ecological and medicinal knowledge and practices, including the development of plant species and animal breeds. Indigenous knowledge is mainly of a practical nature, particularly useful in such fields as agriculture, fisheries, health, horticulture, and forestry;

- ix. "Information software" is defined as software that is intended primarily and is reasonably likely to provide information to the user. Such software is akin to a textbook or encyclopedia;
- x. "Intellectual Property" means knowledge, creative ideas, or expressions of human mind that have commercial value and are protectable under copyright, patent, trademark, servicemark, or trade secret laws from imitation, infringement, and dilution. Intellectual Property includes brand names, discoveries, formulas, inventions knowledge, registered designs, software, and works of artistic, literary, or musical nature. It also includes University of Lagos logo and insignia, indications of geographical origin, new plant varieties, trade secrets, indigenous/traditional knowledge and any other intellectual property-related assets;
- xi. "Institutional works" are defined as works created at the instigation of the University, under the specific direction of the University, for the University's use, by a person acting within the scope of his or her employment or subject to a written contract;
- xii. "Instructional materials" are defined as works, other than institutional works, the primary use of which is for the instruction of students. Such works include textbooks, syllabi, compendia and study guides;
- xiii. "Invention" shall include any discovery, product, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, variety, strain, culture of any organism, or parts or modifications of these items, and any mark used in connection therewith;
- xiv. "Inventor(s)" are defined as faculty, staff, and other persons employed by the University of Lagos, whether full- or part-time; visiting faculty and researchers; and any other persons, including students, who invent or innovate intellectual property using University resources.

- xv. "Material made available for the use of the University" is any invention, creation, innovation, or improvement, which is the product of an inventor/inventor and the subject of intellectual property protection, and which the inventor/inventor voluntarily makes available for the University's use without expectation of further compensation to the inventor/Inventor. Such material may include the intellectual property contributions of inventors/Inventors to University committee reports, musical or dramatic performances or productions, and Departmental lecture note files;
- xvi. Net income or net revenue refers to gross income less non-reimbursed expenses incurred in the production of Intellectual Property. Such expenses include those relating to processing, commercialization and protection of IP assets, including licensing fees and all costs incurred in the production process as per extant agreements among all the parties;
- xvii. "The University" shall refer to the University of Lagos and to any institution or college associated with the University of Lagos as established by the University of Lagos Act and Subsidiary Regulations;
- xviii. **Plagiarism** refers to the use of the words or expressions of others or unconscionable use of their ideas without clearly acknowledging the source of that information;
- xix. "Traditional works of scholarship" are defined as works, other than institutional works, reflecting research and/or creativity, which within the University, are considered as evidence of professional advancement or accomplishment. Such works include scholarly publications, journal articles, research bulletins, monographs, books, plays, poems, and works of art. Such works shall include "information software," but shall not include "device-like software";
- xx. Traditional/herbal medicine/materials..... Including definitions in traditional knowledge/herbal research;
- xxi. "University resources" are defined as all tangible resources provided by University of Lagos to researchers, including: time, office, office space, laboratories, studio space and equipment; computer hardware, software, and support; secretarial service; research, teaching, and laboratory assistants; supplies; utilities; funding for research and teaching activities, travel; and other funding or reimbursement. University resources will also include land, forests as well as funds from donors and industry handled by the University. On the converse, "University resources" will not include salary, insurance, or retirement plan contributions paid to, or for the benefit of Inventors;

- xxii. **University support** refers to intellectual, infrastructural, financial or other resources or support, regardless of origin, which is used in the discovery or development of Intellectual Property and is provided through University channels;
- xxiii. **Background Intellectual Property (“BIP”)** includes know how, confidential information, inventions, discoveries, and Intellectual Property rights identified prior to the signing or the commencement date of the agreement between the parties, and shall exclude information that will be generated as part of the project;
- xxiv. **Foreground Intellectual Property (“FIP”)** means the new intellectual property, which is developed arising out of a relationship between the parties based on their agreement;
- xxv. **Principal Investigator (“PI”)** means the lead researcher, scientist, technologist, engineer or persons of a particular well-defined field.

## 2. Agreements

### a. Service Agreement

A contract between the University and a company in which the University agrees to perform certain tasks, such as evaluation, field testing, or clinical trials, using the protocols, either directly specified by the company or developed by the University, to meet very specific criteria and data requirements set by the company. Often, the products or processes being tested are already covered by dominant Intellectual Property protection belonging to the company, and improvements made by the University participants are usually assigned to the company. Publication rights are sought by the University in all such agreements.

### b. Material Transfer Agreement

An agreement effecting the transfer of proprietary tangible property, often biological materials. Such agreements may cover materials coming into the University from academic or industrial sources, or may cover materials going out from the University to academic or industrial recipients. 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.

### c. 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 a University employee, the recipient employee may agree to be personally bound not to release the company confidential information unless expressly permitted by the company. When it applies to information disclosed by a University employee 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 trade value of other technology, disclosed by the University Inventor or Inventor to the company.

3. **Conception:** Creation in the Inventor's mind of a new and useful way to solve 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.
4. **Conflict of interest:** Conflict of interest refers to a situation that arises when an employee's external professional, financial or other interests and/or employment diverts attention from his/her primary professional obligations as an employee of the University, competes with the University, conflicts with any of the policies of the University, or compromises the integrity of the University, whether such activity is paid or unpaid.
5. **Contract:** A legally binding mutual agreement between two or more parties in which an exchange of value (consideration) occurs, and which obligates each party to certain rights and duties.
6. **Substantial use of University facilities** means extensive unreimbursed use of major university laboratory, studio or computational facilities, as well as its human resources. The use of these facilities must be important to the creation of the intellectual property; merely incidental use of a facility does not constitute substantial use, nor does extensive use of a specialized facility for routine tasks, or a facility commonly available to all faculty or professional staff (such as libraries and offices). Use will be considered "extensive" and facilities will be considered "major" if similar use of similar facilities would cost the inventor a substantial amount of money. Inventors wishing to directly reimburse the University for the Use of its facilities must make arrangements to do so before the level of facilities usage for a particular intellectual property becomes substantial. (This provision is not intended to override any other department or university policy concerning reimbursement for facilities usage.)