



Directorate of Research & Development
Alex Ekwueme Federal University, Ndufu-Alike Ebonyi State, Nigeria

Publication and Intellectual Property Policy

Excerpt from the AE-FUNAI Research Policy

April 2018

Preamble

The primary functions of a university are education, research, the expansion of knowledge and the application of that knowledge to advance the common good. It is in the context of advancing the common good that Alex Ekwueme Federal University Ndufu Alike (AE-FUNAI) supports and encourages efforts directed toward bringing the fruits of AE-FUNAI research in diverse fields of knowledge to public use and benefit.

It is the policy of Alex Ekwueme Federal University Ndufu Alike (AE-FUNAI) to publish research results and to foster the use of university inventions, discoveries and other works for the common good. In many cases, publication of research results and other scholarly works will be sufficient to serve this purpose. In other cases, to serve the common good, it will be necessary to secure protection of university intellectual property to encourage commerce and industry to invest their resources to develop and distribute products and processes for public use. AE-FUNAI has established this intellectual property policy ("policy") for the management of intellectual property to:

- a. Promote, preserve, encourage and aid scientific investigation and research;
- b. Provide an organizational structure and procedures through which inventions and discoveries made in the course of university research may be made readily available to the public through channels of commerce;
- c. Establish standards for determining the rights and obligations of the university, creators of intellectual property (e.g., inventors, developers, authors) and their sponsors with respect to inventions, discoveries and works created at the university;
- d. In its broad discretion and consistent with its overall mission, encourage, assist and reasonably attempt to provide mutually beneficial rewards to

the university and members of the university community who transfer university intellectual property to the public through commercial channels under this policy;

- e. Ensure compliance with applicable laws and regulations and enable the university to secure sponsored research funding at all levels of research; and
- f. Enhance the reputation of the university as an academic research institution and a member of society by pursuing the highest ideals of scholarship and teaching and by conferring the benefits of that scholarship and teaching on the university community and society.

2. Application of Policy

This policy applies to faculty, staff (including student employees), graduate students, postdoctoral fellows and nonemployees (including visiting faculty, affiliate and adjunct faculty, industrial personnel, fellows, etc.) who participate in research projects at AE-FUNAI.

Works Eligible for Patent and Copyright

Any or all of the following works produced or invented in Alex Ekwueme Federal University Ndufu Alike shall be eligible for copyright.

- a) Academic researches
- b) Journal publications
- c) Literary works
- d) Artistic works
- e) Inventions
- f) Cinematography
- g) Musical works, sound recordings and broadcasts.

Provided, always that sufficient effort has been expended on making the work to give it an original character.

Copyright shall be conferred on every eligible work, publication or invention of which the author/inventor or, in case of joint authorship, who at the time of production is governed by the laws of AE-FUNAI and by extension the Laws of the Federal Republic of Nigeria.

General Nature of the Copyright Over All Intellectual Properties

Subject to the exceptions specified in the second schedule of the copyright Act I.F.N 2004, copyright in a work shall be the exclusive right to control the doing of any of the following, that is to do and authorize the doing of any of the following.

- a) Reproduce the work or invention in any material form
- b) Publish the work.
- c) Perform the work in public
- d) Produce, reproduce, perform or publish any translation of the work
- e) Make any cinematograph film or a record in respect of the work
- f) Distribute to the public for commercial purposes, copies of the work by way of rental, lease, hire, loan or similar arrangement

- g) Broadcast or communicate the work to the public by loud speaker or any similar device.
- h) Make any adaptation of the work or invention.

Dealing with and Creation of Patents

The provisions of the Copyright Act 1988 Cap C28 Laws of the Federation of Nigeria 2004 shall apply to inventions, patents and licensing of all original works of scholars and academics of AE-FUNAI. More specifically:

- a) Researchers, students and visiting scholars- /adjunct and part time are to sign the FUNAI Patent and Copyright Agreement as contained in Appendix 1 and 2 of this instrument before engaging in any research which is intended to be covered and protected by the intellectual property rights of this research policy.
- b) Head of departments or units are responsible for knowing who is working in research facilities under their control, and for ensuring that all such researchers have signed the patent and copyright agreement of the university.
- c) Title to such invention or work commissioned by the university shall be assigned to the university, while royalties shall be shared with the inventors in an approved manner of 60/40 respectively.

3. Ownership of Intellectual Property

Consistent with global practice and the provisions of WIPO, the university is expected to own any intellectual property that is made, designed, discovered or created by a member of staff, students, guest researchers etc., in the course of their employment and responsibilities or which makes significant use of the institution's resources (including institution-administered funds, facilities, or equipment) in connection with its development.

However, in the spirit of academic freedom, ownership of intellectual property shall be with the creator/inventor. If intellectual property is created by a faculty or department as a unit, then ownership should be that of the AE-FUNAI. In the event that intellectual property arises from a contract between the University and an outside body, the terms of the contract determines who takes ownership between the two.

The following classes of agreement shall be used for establishing the ownership status of intellectual property in AE-FUNAI:

- a) Participation agreement – which shall bind transactions between AE-FUNAI on one side, and the staff, students and guest lectures/researchers on the other side.
- b) Service agreement – which shall be in evoke in transactions between AE-FUNAI and outside parties.
- c) Material Transfer agreement – which shall cover the transfer of proprietary tangible property (e.g. biological materials) from the industry to the university or from the university to the industry.

i. Disclosure

It shall be the duty of all the parties in each class of IP agreement to disclose all potentially patentable inventions conceived or first put into practice either entirely or

partly in the course of their institution responsibilities, or with more than incidental use of the institution's resources.

As a preliminary step towards obtaining intellectual property right in AE-FUNAI, a researcher shall be obliged to duly fill and submit a disclosure form. The said disclosure form shall cover issues relating to invention title; names of the inventors; description of the invention; sponsorship, if any; design date and date put into practice; publication dates, existing or projected, if any.

ii. Distribution of Royalties and other Benefits

Where an invention made by a AE-FUNAI staff (using university resources) is patented/copyrighted and commercialized, 100% of the amount arising there from shall be paid into the university account pending when all out-of-pocket expenses (e.g. fees associated with patent filing and copyright registration and any other continuing costs associated with licensing and other commercialization of the intellectual property) associated with protection and exploitation of the patent or copyright have been reimbursed. Thereafter, the net proceeds shall be shared between the university and the inventor/creator as they accrue, in the following order:

- a. First payment – 60% to inventor and 40% to AE-FUNAI
- b. Second payment – 35% to the inventor and 75% to AE-FUNAI
- c. Third payment – 20% to the inventor and 80% to AE-FUNAI
- d. From fourth payment – 10% to the inventor and 90% to AE-FUNAI

iii. Rights and Obligations of Creators and the University

The University's policy on intellectual property should be viewed in the context of other University policies that define the rights and obligations of its faculty, staff and students, and especially policies that deal with aspects of research and other creative professional activity.

a) Ownership of pedagogical, scholarly, or artistic works including that of students, created in the course of their study or education, such as dissertations, papers and articles shall remain with the creator. However, if the work was commissioned and funded by the university for pursuit of a special project, or makes significant use of university resources and, or personnel, or is a work-for-hire, or is otherwise subject to contractual obligation, the copyright shall be vested in the university, as hereinabove stated in 4(d) of this present.

b) Videotapes, CD-ROMS and related ICT materials developed under the university sponsorship are properties of the university. Courses taught and developed for teaching at AE-FUNAI are properties of the University and may not be further distributed without the permission from appropriate unit of the university.

c) Ownership of a creation or invention developed during an internship or research project performed as part of a relationship/linkage with an outside entity should reflect the relative roles and contributions of the students, the outside entity and AE-FUNAI to the creation of the work or the development of the invention.

d) Scholars and visitors who make more than incidental use of AE-FUNAI'S research facilities and equipment shall disclose inventions created here in AE-FUNAI, and AE-

FUNAI shall share ownership of such inventions with the visitor or his commissioner, or otherwise manage the intellectual property in a mutually agreed manner.

e) Copyrightable works that are subject to sponsored research agreements or other contractual obligations of the university shall be owned by the university, so that the university may satisfy its contractual obligation.

4. Sensitive Research and Conflict of Commitment

The university reserves the right to know about all research activities undertaken by students and persons working under its aegis.

The onus is on those carrying out the research at, or under the umbrella of the university, to draw the attention of the university's research committee to every case of potential conflict with the university's philosophy. Where in the opinion of the chairman it may be inappropriate for the proposed research undertaken, clarification should be sought and obtained from the university Research and Development Board.

Copyright Notices and Trade Marks

a) The following notice should be placed on university owned materials in order to protect the copyright.

Copyright@ [year] Alex Ekwueme Federal University Ndufu Alike Ebonyi State, Nigeria. All Rights Reserved.

The name and address if the relevant unit, department or faculty where the work was done may be listed below the copyright seal just for enquiry purposes.

b) Trade or service marks relating to goods or service distributed by the University shall be owned by the university.

c) Proprietary information arising out of university work (e.g. actual and proposed terms of research agreements, financial arrangement or confidential business information) shall be owned by the university.

Re-Conveyance of Copyright.

The copyright assigned to the University as a result of any provision of this policy may on application by the creator be reconvened. The creator of the intellectual property may make an application to the Vice chancellor through the University Research committee that ownership be reconvened back to him. The application can be granted if it receives the support of the university Research committee; provided always that:

- a) it does not violate any legal obligation
- b) it does not stop the University from using the material while in need if granted

- c) it does not create a real or potential conflict with university vision, mission and philosophy.
- d) it will not be unreasonable to recovery to a creator who had immensely contributed in creating the intellectual property.

Administrative Structure:

The AE-AEFUNAI-IPTTO shall exist as an office under Directorate of Research. Administratively, the activities/operation of the Office, as provided above, shall be broadly executed under three units. Namely,

- Technology Transfer Unit – charged with the responsibility of undertaking patent searches to assess the novelty of innovations, paying the cost of processing patent applications and taking care of the marketing of the invention and its commercialization, as well as the negotiation of the licenses and royalties.
- Intellectual Property Management Unit (IPMU) to provide services such as identification, evaluation and assessment of the novelty of the inventions/creations as well as filing of patent applications to obtain patent grants from industrial property office in Nigeria and abroad.
- Marketing Unit (MU): the commercial side of IPR management, i.e. the licensing operations and the acquisitions of R & D contracts, consultancy agreements and joint venture participants, are management services and issues this unit is responsible for. The MU in addition to finding markets for potential IPRs, will also be responsible for negotiation and drafting of technology transfer agreements between the University and respective transferees, e.g. industries, government institutions, etc.

Mandate

The AE-FUNAI-IPTTO shall aim to be one of the foremost IPTTO centres in Nigeria with an excellent platform for promoting research, innovations and inventions, facilitating and promoting intellectual property rights, and ensuring speedy technology transfers to public- and private-sector end-users.

The philosophy of the centre shall be in line with that envisaged by the World Intellectual Property Organisation (WIPO), which is summarised in the following words:

- i. Most universities and R&D institutions in developing countries are now entering a stage where they will be expected to interact more with industry as well as governmental and nongovernmental organizations, in terms of consultancy, research contracts and commercialization of inventions, innovations and research findings. Collaboration between universities and industry or other bodies is not a new phenomenon. What perhaps will be new is the increased reliance of universities and R&D institutions on industry as a source of income.
- ii. AE-FUNAI-IPTTO shall focus on providing the enabling environment for the University to use intellectual property system as a source of technology information, a source of generating wealth and income to support research activities, and as a medium for promoting interaction and strengthening closer ties between the University and industries/private entrepreneurs.

Duties of the AE-FUNAI -IPTTO

The responsibilities of the centre shall be specifically be:

- i. To protect the traditional rights of scholars to control the products of their scholarly work;
- ii. To establish standards for determining the rights and obligations of the University, the creators of intellectual property and their sponsors, with respect to inventions, discoveries and works created at the institution;
- iii. To determine the patentability or copyrightability of the outcomes or outputs of research studies and other scholarly efforts in the University;
- iv. To facilitate the process of commercializing inventions and intellectual property emanating from the AE-FUNAI, and manage the commercial dissemination of intellectual property in the University
- v. To facilitate the process of protecting, licensing and marketing of intellectual property in AE-FUNAI
- vi. To initiate and manage an Innovation Endowment Fund as may be established by the University.
- vii. To attract funding for the promotion and protection of intellectual properties in AE-FUNAI
- viii. To partner with relevant agencies, such as the National Office for Technology Acquisition and Promotion (NOTAP) Abuja, the World Intellectual Property Organization (WIPO), funders, industries and governments, in other to promote and protect entrepreneurial activities in and from AE-FUNAI
- ix. To facilitate the resolution of conflicts arising from intellectual property ownership and uses between AE-FUNAI and her staff, and between AE-FUNAI and external consultants, and between AE-FUNAI employees and external commercial users of intellectual property.
- x. To manage all documentations relating to the intellectual property creations, patented research outcomes, and inventions from AE-FUNAI.

Note

A substantial aspect of this document is drawn from relevant provisions of intellectual property policies of the following universities and the WIPO guidelines:

Ebonyi State University Abakaliki Research Policy (2012)

University of Benin, Nigeria

(<http://www.uniben.edu/centers/intellectual-property-and-technology-transfer-office>)

University of Ibadan

(<http://www.ui.edu.ng/sites/default/files/INTELLECTUAL%20PROPERTY%20POLICY%20AS%20APPROVED%20BY%20THE%20COPD.pdf>)

University of Chicago (<http://tech.uchicago.edu/about/mission/>)

Intellectual Property Policy Washington University in St. Louis (2014)
<https://wustl.edu/about/...policies/intellectual-property...policies/intellectual-property/>

World Intellectual Property Organisation (2004), Guidelines on Developing Intellectual Property Policy for Universities and R&D Organizations, WIPO, Geneva

Appendix 1

Patent and Copyright Agreement of Alex Ekwueme Federal University Ndufu Alike

Pursuant to the Research Policy of Alex Ekwueme Federal University Ndufu Alike (AE-FUNAI), applicable laws and regulations of Federal University Ndufu Alike and general terms of my employment/hire, I understand that all intellectual properties made in the university are governed by the Alex Ekwueme Federal University Ndufu Alike Research Policy; and I pledge to abide by the terms of the policy, or as may be periodically amended.

In view of the foregoing, and in consideration of the receipt remuneration from Alex Ekwueme Federal University Ndufu Alike (AE-FUNAI) participation in projects administered by Alex Ekwueme Federal University Ndufu Alike, access to, or use of facilities provided by Alex Ekwueme Federal University Ndufu Alike and/or other valuable considerations, I hereby agree as follows:

- 1) I will disclose to AE-FUNAI all potential patentable inventions conceived or first reduced to practice in whole or in part in the course of my University responsibilities or with more than Incidental use of University resources.
- 2) I further agree to assign to Alex Ekwueme Federal University Ndufu Alike all my right, title and interests in such patentable inventions and to execute and deliver all documents and do any and all things necessary and proper on my part to effect such assignment.
- 3) I am free to place my inventions in the public domain as long as in so doing neither Alex Ekwueme Federal University Ndufu Alike nor I violate the terms of any agreements that governed the work done.
- 4) Alex Ekwueme Federal University Ndufu Alike Policy states that all rights in copyright shall remain with the creator unless the work is:
 - a) A work-for-hire, which case copyright vests in the University under Copyright Law.
 - b) Supported by direct funding by or through the University for the pursuit or execution of a specific project(s).
 - c) Commissioned by the University for the benefit of University or mankind.
 - d) Made with significant use of University or her personnel, or otherwise subject to contractual obligations binding the researcher/inventor with University.
- 5) I am now under no consulting or other obligations to any third party or organization in respect to rights in invention or copyrightable materials which are, or could be reasonably construed to be in conflict with this agreement.
- 6) Subject to professional rights which are conferrable by researcher's professional body. I will not enter into any agreement creating copyright or patent obligation in conflict with this agreement.

7) This agreement takes effect from 1st of January 2018 or any such date that of hire, enrolment or participation in projects or research administered by the University.

Signed thisday of 20.....

Name AE-FUNAI ID No

Signature: Department

Date.....

*Agreement to be in triplicates: original to be with Directorate of Research while party to this agreement retains one, and the last copy for the non-AE-FUNAI employer

Appendix 11

Patent and Copyright Agreement for staff of Alex Ekwueme Federal University Ndufu Alike with conflicting intellectual property agreement with another employer.

Pursuant to the Research Policy of Alex Ekwueme Federal University Ndufu Alike, applicable laws and regulations of Federal University Ndufu Alike Ikwo and general terms of my engagement or/hire, I understand that all intellectual properties made in the University are governed by the Federal University Ndufu Alike Ikwo Research Policy; and I pledge in the course of my activities, to abide by the terms of the policy, or as may be periodically amended.

In view of the forgoing, and in consideration of my participation in projects Administered by Federal University Ndufu Alike Ikwo, access to, or use of facilities Provided by Federal University Ndufu Alike Ikwo and/or other valuable considerations. I hereby agree as follows:

1. I will disclose to Alex Ekwueme Federal University Ndufu Alike all potential patentable Inventions conceived or first reduced to practice in whole or in part in the Course of my University responsibilities or with more than incidental use of University resources.
2. I further agree to assign to Alex Ekwueme Federal University Ndufu Alike (AE-FUNAI) all my right, title and interests in such patentable inventions and to execute and deliver all documents and do any and all things necessary and proper on my part to effect such assignment.
3. I will not use any information defined as confidential or proprietary by my non-AEFUNAI employer in the course of my AE-FUNAI responsibilities and I will not do consulting or any work for my non-AEFUNAI employer while at or using the facility owned or leased by AEFUNAI.
4. I am free to place my inventions in the public domain as long as in so doing neither Alex Ekwueme Federal University Ndufu Alike (AE-FUNAI) nor I violate the terms of any agreements that governed the work done or by my agreement with my non- EBSU employer.
5. Alex Ekwueme Federal University Ndufu Alike policy states that all rights in copyright shall remain with the creator unless the work is:
 - a. a work-for-hire, in which case copyright vests in the University under copyright Law.
 - b. supported by direct funding by or through the University for the pursuit or execution of a specific projects).
 - c. commissioned by the University for the benefit of University or mankind.
 - d. made with significant use of University or her personnel, or otherwise subject to contractual obligations binding the researcher/inventor with University.

e. I will assign and confirm in writing to AE-FUNAI all my right, title and interest, including copyright, in and to copyrightable materials falling under items (a) to (e) above.

6. I am now under no consulting or other obligations to any third party or organization in respect to rights in invention or copyrightable materials which are, or could be reasonably construed to be in conflict with this agreement.

7. Subject to professional right which is conferrable by researcher's professional body, I will not enter into any agreement creating copyright or patent obligation in conflict with this agreement.

8. This agreement takes effect from 1st of January 2018 or any such date that of hire, enrolment or participation in projects or research administered by the University.

Signed thisday of 20

Name AE FUNAI ID No

Signature..... Department:

Date:.....

Non-AEFUNAI employer:

Signed this:.....day of 20.....

Name:.....

Signature:.....Institution/Organization:

Date:.....

*Agreement to be in triplicates: original to be with AEFUNAI Directorate of Research while party to the agreement retains one and the last copy for the non-AEFUNAI employer.