

Section 10: Inventions and Proprietary Information Agreements14

Section 11: Inventory and Monitoring15

Section 12: Policy Review Amendment.....16

References17

Appendix18

INTELLECTUAL PROPERTY AGREEMENT18

Foreword

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Problem-Based Learning methodology of teaching, research, community relations and outreach programmes.

This Policy is to safeguard innovations and to provide the impetus needed to promote scientific research and technological development.

Fairness and justice shall be the firm principle of the University. 11 Dec 2000 0912 0 612 792 reW*BT/F2 12 Tf1 0 0 1 1

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Definitions

In this policy, unless the context otherwise requires, the following terms, without limitation shall have the following meanings:

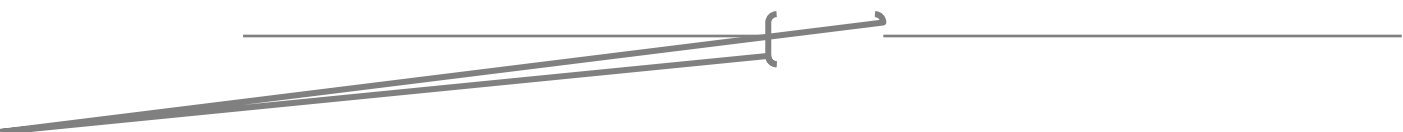
ARIPO: African Regional Intellectual Property Organization

Asset: Anything the University owns or is entitled to.

Assignment Agreement: An agreement between two parties in which one party agrees to assign and transfer rights, title, and interest in an Intellectual Property to another party.

Author(s)/Creator(s)/Inventor(s)/Originator(s): Any employee(s), student(s) or visitor(s) who invent(s), develop(s), design(s), breed(s), create(s), author(s), or express(es) an Intellectual Property (IP) that is protected under law.

Background IP: Any IP owned by an employee independently or prior to the commencement



University: Refers to the University for Development Studies or organisations governed by the University.

Visitor: A person who is neither a student nor an employee of the University who engages in work at the University. This includes researchers, visiting professors, adjunct professors, volunteers, interns, exchange students, etc.

WIPO: World Intellectual Property Organization

Section 1: Introduction

1.1 Background

our -class pro- pedagogy for teaching, research and community relations and outreach programmes. The University for Development Studies (UDS) or organisations governed by the University, herein referred to as the University, embarks on activities driven by fairness and justice among all University employees, students, contractors, visitors, and other third parties.

As an institution of higher education, our practice-oriented, community-based, problem-solving, as well as gender-sensitive and interactive research, teaching, learning activities will lead to the development of marketable concepts and products that may require protection by law. Hence the need for a policy to protect such propriety of the University.

1.2 Purpose

Thus, this policy of the University is intended to sensitise stakeholders on Intellectual Property (IP) matters and provide the needed security and the impetus to inspire the discovery of novel and marketable products and concepts. The policy ensures compliance with applicable national laws and regulations.

1.3 Objectives

The University IP Policy seeks to:

Promote scientific research and technological development through the creation of an enabling environment.

Encourage researchers to consider the opportunities for exploiting inventions to increase the flow of benefits to society.

Ensure that various competing interests of the University are upheld.

Safeguard IP assets of the University.

Facilitate equitable returns to the author(s)/creator(s)/inventor(s)/originator(s)/innovator(s) and the University.

Inspire, guide and seek innovation within the University community.

Industrial Property	Copyrights
<ul style="list-style-type: none"> ○ Patents (inventions) and Utility model ○ Industrial design ○ Trade secrets ○ Trademarks or designations ○ Commercial names ○ Geographical indications (product or concept peculiar to a geographical area) 	<ul style="list-style-type: none"> ○ Scholarly works ○ Literary works ○ Computer software/programmes ○ Artistic works ○ Artistic performance

This policy pertains to two categories of IP(industrial property and copyrights):

Table 1: Categories of IP

Section 2: Policy Statements

This policy shall apply to employees, students and visitors of the University. The University shall ensure that employment contracts or other agreements establishing any type of engagement between the University and an individual or an entity includes the provision of placing the individual or an entity under this policy.

Any IP generated before one ceases to be in contractual agreement with the University remains with the University.

All IP disclosures shall be kept confidential by the University. UDS IPP AdmPPP

Section 3: Ownership of Intellectual Property

3.1 University-owned intellectual property

When the University identifies a potential IP, the UDS IPP Administrator shall notify the employee, student or visitor through his/her Head of Department/Unit and Dean/Director.

Any IPs created by an employee that bears similarity to a specific research project by the University, requires disclosure of the differences to the University. Further, the applicant shall prove that the IP did not arise through the significant use of University resources.

During the contract period, a visitor shall disclose an IP created to the University through UDS IPP Administrator.

3.4 Copyrights

An automatic non-exclusive, royalty-free, non-transferable and irrevocable licence would be granted to the University on all copyrightable works created by the University for its own academic purposes.

Copyright on teaching materials, textbooks and publications created by an employee would be waived by the University to the employee, student or visitor.

3.5 Student work

Copyright on theses, dissertations and other scholarly works shall be owned by the student subject to a royalty-free license to the University to reproduce and publish the work.

An IP created by students during their study or research at the University shall be owned by the University.

Section 4: Administration of the Policy

The Institute for Interdisciplinary Research and the Legal Department, hereafter, refer to as UDS IPP Administrator, shall be responsible for the

Section 5: Legal consideration

The legal handling of IP

IP,

mainly: Copyright Act, 2005, Act 690

110); and the Copyright Office in conformity with the Constitution and to provide for related matters. Trademarks Act, 2004, Act 664 An Act to provide for the protection of trademarks

Section 6: Enforcement of Policy

This Policy shall come into force after it has been approved by the Council of the University.

Section 7: Commercial development and benefit sharing

7.1 Commercialisation of Intellectual Property

The University shall facilitate the use of research outcomes to enhance the development of innovations with commercial value for industry and public usage. As may be required, the University may allow the use of its IP in the public domain and not for the purpose of licensing and profit-making depending on the relevance the invention or service might serve.

UDS IPP Administrator in collaboration with the employee, student or visitor shall develop a mutually acceptable strategy that allows for the commercialisation of an invention or innovation. This strategy should address matters such as potential funding sources and target markets.

If any, losses that might arise during commercial development of an IP would be incurred by the University.

UDS IPP Administrator shall be responsible for the administration and commercial development of IP owned by the University or co-owned with an employee, student, visitor or a third-party. Commercial development will emerge either through licensing of the IP, an assignment of the IP or the establishment of a spin-off.

7.2 Benefit Sharing and Royalty Distribution

Income from the commercialisation of an IP or technology shall be maintained by the University until all direct and indirect costs related to the protection and/or commercialisation of the invention is reimbursed. Sharing of the n

Table 2: Profit sharing of benefit from IP

Entity	Percentage	
	Significant contribution from the University	Minimal contribution from the University
Employee(s), Student(s) or Visitor(s)	60	80
University	10	
UDS Endowment Fund	15	15
	5	
	5	
IP fund to UDS IPP		

Section 8: Policy Implementation

Heads of Departments and Units, Deans, and Directors shall be responsible for ensuring that employees, students, and visitors within their units comply with provisions in this Policy and the guidelines developed by UDS IPP Administrator.

Section 9: Developing, Protecting and Disclosure of Intellectual Property

Employees, students, and visitors of the University have responsibility of disclosing IP findings to IIRaCS/designated unit and signing the Non-Disclosure Agreement form. Where appropriate, procedures (e.g., laboratory recordings, etc) shall be submitted with the Non-Disclosure Agreement form.

Section 10: Inventions and Proprietary Information Agreements

Employees, students and visitors who participate in either a sponsored research or a University-funded research or who use significant funds or facilities of the University must agree to the terms in the Invention and Proprietary Information Agreement and sign the agreement.

Section 11: Inventory and Monitoring

UDS IPP Administrator shall keep records, including accounting records of all the IP assets. It shall monitor the deadlines for the payment obligations related to the maintenance of protected IP.

UDS IPP Administrator shall develop a monitoring and evaluation framework to assess the operations of the IP policy yearly.

IPC shall meet annually and assess all monitoring and evaluation reports from the UDS IPP Administrator.

References

1. ARIPO/WIPO, Guidelines on elaboration of intellectual property policy and strategy, 2017
2. Copyright Act, 2005, Act 690, Ghana, 2005
3. Intellectual Property Policy, Gazette Vol 56, No. 3, University of Cape Coast, 2018
4. Intellectual Property Policy, KNUST POLICY 0012, Kwame Nkrumah University for Science and Technology, 2018
5. Intellectual Property Policy, University of Ghana, 2017
6. Intellectual Property Policy, University of Health and Allied Sciences, Ghana, 2017
7. Jewel, C (Ed.) (2019). Intellectual property policies for universities. WIPO Magazine, 50
8. National Intellectual Property Policy and Strategy, Ghana, 2016.
9. Patents Act, 2003, Act 657, Ghana, 2003
10. Trademarks Act, 2004, Act 664, Ghana, 2004

Appendix

INTELLECTUAL PROPERTY AGREEMENT

(We need legal team to revise this)

- a) During my employment by, appointment with, and/or affiliation with UDS, I may discover, invent, or create work products that may be copyrighted, trademarked, or patented.
- b) I understand and agree that because of my employment, appointment, and/or affiliation, UDS has a valid interest in all such matters whether they be writings, designs, productions, inventions, discoveries or developments, conceived and/or made by me during any period of UDS employment, appointment, and/or affiliation, as well as any related copyrights, trademarks or patent rights, actual or potential.
- c) As a term of my employment, appointment, and/or affiliation, I understand and agree that UDS shall own and hold any inventions, discoveries, or any other material that may be patented or trademarked in accordance with a determination made by UDS which shall take into account the relative contributions made by me and UDS, the extent to which UDS resources and facilities were used, and whether the inventions, discoveries, or any other material that may be patented or trademarked arose out of the field or discipline in which I was employed, appointed, or affiliated.
- d) In addition, as a term of any employment, appointment, and/or affiliation, I understand and agree that UDS may hold and own work products that may be copyrighted pursuant to the statutes of UDS.
- e) I agree to assign to UDS at its request any rights I may have in such work products that UDS owns as described above and actual or prospective patents, trademarks or copyrights on such work products.
- f) I also agree not to transfer any rights or disclose any information concerning any such work products or the work products of any other UDS employee to any person other than those permitted under the Intellectual Property Policy or by requirements of the laws of Ghana.
- g) By execution of this agreement, I understand that I am not waiving any rights to a percentage of payments received by UDS for such work products as set forth in the UDS Intellectual Property Policy.

Name: _____
Status: _____
Signature: _____
Date: _____