



National Open University of Nigeria

Policy Title	Intellectual Property and Procedure Policy (NOUN-IPPP)
Policy No:	NQSA/POL/RIT/003
Owner:	National Open University of Nigeria (NOUN)
Approved By:	The University Senate
Manager/Driver:	Directorate of Research Administration (DRA)
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SECTION A: DEFINITIONS, AIMS, OBJECTIVES AND ISSUES

1.0 POLICY FRAMEWORK

Intellectual Property (IP) is a very important issue in the academic environment of the National Open University of Nigeria (NOUN).

NOUN strongly desires to promote the creation of IP within the ambience of the government's policy for creating a knowledge-based economy; to increase the number of patents and innovations coming out of Nigeria's institutions; and to transfer that technology into viable commercial entities. The university identifies and supports the principle that IP developed at NOUN shall be used maximally for public benefit.

The NOUN IP policy is thus targeted at providing assistance and direction regarding market exploitation, ownership and revenue from IP with the use of NOUN resources and facilities and to ascertain that the actualization of IP is mutually beneficial for the intellects and NOUN.

This policy document highlights the principles and regulations that control the creation, ownership and commercialisation of IP developed by intellects taking part in activities done using NOUN facilities, knowledge, highly-guarded information and/or NOUN IP (*together, "NOUN Assets"*).

This IP Policy also forms part of the regulations of NOUN which govern the conduct of students and staff especially in research.

1.1 DEFINITIONS IN THIS POLICY

- a) **NOUN Student:** Any person who is studying at NOUN and other intervention centres like (ACE-TEL) registered undergraduate students and NOUN registered postgraduate students.
- b) **"Other Relevant Parties"** refers to individuals other than staff and students who are engaged in research at NOUN or centres based in the university and agree to be bound by the provisions of this IP Policy.
- c) **NOUN Staff:** Any NOUN employee in either an academic or non-academic role.
- d) **ACETEL:** Africa Centre of Excellence on Technology Enhanced Learning

- e) **RETRIDOL:** Regional Training Institute for Distance and Open Learning
- f) **CHRD:** Centre for Human Resource Development
- g) **DE&GS:** Directorate for Entrepreneurship and General Studies
- h) **OOCAS:** Olusegun Obasanjo Centre for African Studies
- i) **DRA:** Directorate of Research Administration
- j) **PATENT:** A government authority or licence conferring a right or title for a set period, especially the sole right to exclude others from making, using, or selling an invention. Is an exclusive right granted for an invention to the creator, and provides the patent owner with the right to decide if it can be used by a third party.
- k) **TRADEMARK:** Is a symbol, word, or words, emblem, logo etc legally registered or established by use as representing a company or product. It is a sign capable of distinguishing goods or services from those of other enterprises.
- l) **REVENUE:** Revenue is the income generated from normal business operations and includes discounts and deductions for returned merchandise. It is the top line or gross income figure from which costs are subtracted to determine net income.
- m) **CREATOR:** One that creates usually by bringing something new or originality into a product or service.
- n) **COPYRIGHT:** Is a legal term used to describe the rights that creators have over their literary, artistic and intellectual works.
- o) **IPTTO:** Intellectual Property and Technology Transfer Office
- p) **INTELLECTUAL PROPERTY (IP):** A generic definition states that Intellectual Property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. IP is protected in law through patents, copyright and trademarks which enable people to earn recognition or financial benefit from what they invent or create. It is a category of property that includes intangible creations of the human intellect.

Consequent upon the above, the National Open University of Nigeria defines **IP** as ‘the tangible or intangible results of research, development, teaching, or other intellectual activity **which have been created** by academics, research and non-academic staff, by students and by other relevant parties such as contractors and consultants.’

IP includes individually and collectively all technical innovations, inventions, improvements, and/or discoveries, information, writings and software, whether or not patentable or otherwise susceptible to IP protection, including technology and materials in their tangible form and includes IP generated from NOUN assets.

1.2 DISCLOSABLE WORK: Is an invention, a unique or novel device, method, composition or process. An invention is a process within an overall engineering and product development process. It may be an improvement upon a machine or product or a new process for creating an object or a result.

It is not possible to list all kinds of disclosable works. Where there is any doubt as to whether this policy may apply to any work that has been done, it is essential that this is notified to the university urgently. However, the following is a non-exclusive list of examples of disclosable works:

- a) Inventions (whether or not patentable);
- b) Methods, protocols, operating procedures and similar works;

- c) Reports to sponsors and other works created specifically in the performance of projects supported by external sponsors;
- d) Registered and unregistered designs, trademarks, plant varieties, and semiconductor topographies;
- e) Databases, computer hardware, software, firmware and related material;
- f) Works generated by computer hardware or software owned or operated by the university;
- g) Films, videos, typographical arrangements, field and laboratory notebooks;
- h) Multimedia works, any other works created with the aid of university facilities;
- i) Course materials and learning contents.

2.0 SCOPE OF THIS POLICY

This Policy sets out the NOUN's position regarding the ownership of Intellectual Property (IP) developed by staff, students and certain others, together with the procedures in place for commercialisation of university owned IP. It covers all university-related activities, including research and innovation and student education.

3.0 STATUS OF THIS POLICY

This Policy is specifically incorporated into all employees' contracts of employment and any legal relationship between the university and its students.

4.0 AIMS OF THE POLICY

The objective of this IP policy is to make available a standard for developing **AND** managing NOUN IP for the respective benefit of NOUN, the 'creator' and the public.

The specific aims of the IP policy are as follows:

- a) Strike the right balance between the interests of innovators and NOUN, in order to foster an environment in which creativity and innovation can flourish.
- b) Create an environment that promotes the generation of new knowledge by NOUN and an entrepreneurial culture among departments and intellects.
- c) Create an efficient route by which the commercial potential of IP can be accessed by NOUN and its advisors and to ensure that the process of IP evaluation, protection and commercialisation are carried out as appropriate.
- d) Motivate the development and exploitation of IP by providing appropriate rewards to both originators and NOUN, and to provide administrative and financial assistance to 'creators'.
- e) Provide all supports for the creation of economic structures through which NOUN IP is developed and used commercially.
- f) Encourage public use and commercialisation of NOUN IP by facilitating its transfer from NOUN to industry and business.
- g) Develop and from time to time improve a strategy that allows the development of IP, related commercialisation and technology transfer.
- h) Create general awareness of intellects of this policy through sharing of information or campaigns, and to provide specific training to research active academics.

5.0 OBJECTIVES OF AN INTELLECTUAL PROPERTY POLICY FOR NOUN

The objectives of the NOUN IP Policy are to:

- a) provide for the intellectual property generated at the institution; and
- b) ensure that discoveries, inventions and creations generated by staff and students are utilised in ways most likely to benefit the public.

6.0 ISSUES TO BE ADDRESSED BY THIS IP POLICY

In order to harmonise the various conflicting interests of stakeholders and achieve broad based objectives, this IP Policy is set to address the following issues:

- a) coverage, ownership, disclosure, marketing, commercialising and licensing;
- b) distribution of income, rights and obligations of an inventor and the university;
- c) other pertinent issues.

SECTION B: OWNERSHIP RIGHTS, COMMITTEE STRUCTURE AND CONDITIONS FOR IP COMMERCIALISATION

7.0 INTELLECTUAL PROPERTY COMMITTEE

A committee shall be put in place and shall consist of the following members as (the “IP Committee”) (*NOUN reserves the right to change/alter and or rewrite the composition of the IP Committee as the case may be*).

- a) Chairman (to be appointed by the Vice-Chancellor);
- b) Deans and Directors to a maximum of three including the relevant faculties;
- c) Secretary (nominee from the Registrar’s Office);
- d) Financial Controller (nominee from the Bursary);
- e) NOUN agent officer for Trademarks, Patents and Designs (NOTAP);
- f) Coordinator, Intellectual Property and Technology Transfer Office (IPTTO);
- g) Expert in area of technology (appointed in consultation with inventor or the Faculty of Science), as required;
- h) Other professional advisors (nominee from NOUN Legal Unit and must be a Barrister of the law) as required.

7.1 The IP Committee

The IP committee members will focus on drafting an agreement in respect of proposals presented and regarding the IP produced at NOUN and presented to the IP Committee with the aim of ensuring that new ideas are protected.

The prospective inventor may be asked to write a proposal to the IP Committee concerning the IP on a project and may be requested to attend a committee meeting, where appropriate.

Members of the IP Committee will be required to declare their interest in a proposal if such exists and to absent themselves from any discussion pertaining thereto, to avoid any potential conflict of interest.

The Directorate of Research Administration (DRA) will take charge of each of the activities set out in the decisions of the IP Committee to bring it into effect.

The importance of appropriate outside professional assistance is acknowledged. The IP Committee and DRA will avail themselves of these resources when appropriate.

7.2 Roles of the IP Committee

- a) Processing and consideration of IP applications.
- b) Establish the IP agreements with commercial sector regarding collaborative research projects.

- c) Facilitating a fair and equitable return to those involved in commercialisation of their research/work.
- d) Nominating negotiators with third parties and ensuring a reasonable financial return to the intellect involved (where appropriate) and to NOUN.

8.0 GENERAL PROVISIONS OF THE NOUN IP POLICY

- 8.1 Where a member of staff creates IP during the course of their employment the university will own that IP.
- 8.2 Where a student creates IP as part of their academic programme the student will own the IP.
- 8.3 The university has granted members of staff and students' freedom to publish academic publications.
- 8.4 The university encourages active identification of commercially-valuable IP, suitable protection and robust exploitation to the mutual benefit of the university staff and students. It should be noted in this context that commercial exploitation (for example, on the basis of patents) need not be incompatible with academic activities such as the publication of academic papers.

9.0 OWNERSHIP OF INTELLECTUAL PROPERTY

9.1 Staff

The university's position reflects the general universal law, in that, unless there are specific agreements to the contrary, the university will normally be regarded as owning all intellectual property generated by university staff during the course of their employment.

10.0 However, not all IP generated by staff during the course of their employment necessarily belongs to the university. There are two exceptions to the general rule set out above:

- 10.1 The University may, as a matter of policy, determine that particular categories of IP should be vested in the staff that produce them to a very limited extent such as any benefit income or otherwise generated by staff or students from academic publications, for example, received through the publication of a book or article. This is in spite of the reasonableness that the university would like to take all necessary measures to seek to maximise the returns on its assets (which, of course, include IP).
- 10.2 Some IP are generated on research or other third-party contracts, the terms of which may give third parties (usually the funding body in question) rights over some or all of the IP. (In practice, such third-party rights will be negotiated between the university and the funding body before the research contract in question is even signed anyway).

11.0 Students

Where any student generates IP as part of their academic programme, he/she will have sole ownership of this IP unless:

- 11.1 The IP was generated as part of an activity where a third party requires ownership (e.g. where on a student placement, a host requires ownership or where research is sponsored and the sponsor requires ownership).
- 11.2 The student generated IP builds upon existing IP generated by university staff.
- 11.3 The student generated IP is jointly created with university staff.
- 11.4 The student is recruited on a specific understanding that due to the particular commercial or IP sensitive environment their IP position is varied.

- 12.0** Where the exceptions 11.2 to 11.3 above apply, the university will be the sole owner. However, the university is committed to sharing the benefits from the exploitation of this ownership with the student in accordance with the framework described in the section on exploitation.
- 13.0** For the avoidance of doubt where a student generates IP outside of the academic programme but has used university resources in the generation of the IP, the university will also be the sole owner. Where the university is to be the sole owner of the IP the student:
- 13.1. May not even after completing their academic programme use, license or transfer any of the IP they have generated without the agreement of the university; and instead;
- 13.2. Will complete all necessary further steps to ensure the university can fully enjoy its rights.
- 14.0** Where a student is to be the owner of the IP, the student grants the university a free, irrevocable non-exclusive licence to allow the university to complete its commitments to the student e.g. relating to the supervision and assessment of the student's work.
- 15.0** Whilst the university will retain ownership rights over publications where containing university owned IP is in line with the above, the university will not make any claim over income generated by the student from academic publications.

16.0 VISITING ACADEMICS

Unless agreed to the contrary, visiting academics or researchers will be treated as members of staff, in terms of any intellectual property that they develop whilst at the university i.e. the university claims ownership of IP and rewards inventors in the same manner as university members of staff.

17.0 ORGANIZATIONS AND COMPANIES COLLABORATING WITH NOUN ON RESEARCH PROJECTS

As a public organization, NOUN has an obligation to ensure the maximum public benefit from the exploitation of IP created from both publicly funded research and collaborative co-funded research.

- 18.0** Visitors (Visiting lecturers, Postdoctoral and Sabbatical) who make more significant use of NOUN research facilities and equipment shall disclose IP created to the university, and the university will share ownership of such IP with the visitor's employer or otherwise manage intellectual property in a mutually-agreeable way.
- 19.0** The university will still seek to share the ownership of the intellectual property in all work funded by external research grants provided the work is executed by the university employee.
- 20.0** If the university decides that a particular product is not worth commercialization, the patent right of the invention/product becomes solely that of the inventor and at no cost.
- 21.0** If after one (1) year of the submission of a patent or product for commercialization purpose, the university does not conclude negotiation with any investor, the university shall release such patent and or product to the original inventor without any condition.

22.0 CONDITIONS OF OWNERSHIP, USE AND EXPLOITATION OF IP

The university's conditions on the ownership, use and exploitation of IP are designed to reflect the general position under the law: the university asserts its right to ownership and use of all IP generated by staff during the course of their employment, and it likewise

asserts its right to ownership and use of all IP generated by staff outside the course of their employment where substantial university resources have been used. Where the university has ownership, it is committed to sharing with the staff and students concerned the rewards derived from successful commercial exploitation of IP which they have generated.

23.0 The following specific conditions apply to the ownership, use and exploitation of IP:

23.1 Except as may be provided in a contract with a third party (for example, a funding body), except in cases where an individual has been employed specifically for the purpose of producing a particular academic publication, and except where publication might result in the loss of an opportunity for commercial exploitation, the university freely allows members of staff and students to publish university IP in academic publications and to keep all income from those publications. (Cases of doubt or cases requiring interpretation should be referred to DRA).

23.2 Subject to 23.1 above, the university owns and therefore has the right to use without limitation all materials generated by staff during the course of their employment and any IP that is generated by staff outside the course of their employment but which is based upon substantial use of university resources.

23.3 The university when publishing IP generated by staff and students will wherever practicable give due acknowledgement to the authorship of such materials.

23.4 Ownership of University Commissioned Work

NOUN will not own any intellectual property (including exempted scholarly works) that is made, discovered or created by any employee or student specifically hired or commissioned by the university for that purpose, unless otherwise provided by a written agreement between the university and such persons.

23.5 Ownership of IP in Student Work

NOUN students shall own any intellectual property that they make, discover or create in the course of their research unless they had received financial support from the university either in the form of a grant, stipend or wages, or facilities, equipment, or sponsored research agreement.

23.6 Patents Developed through Individual Efforts

Patents right in an invention made by employees or students in their own time and without the use of the university's resources belong to the inventor, and the university cannot claim any royalties. However, members of staff should be obliged to disclose to the university any intellectual property that resembles specific institutional research projects with documentation supporting the claim that there was significant use of its resources.

23.7 IP generated by members of staff or students will be shared with the authors/inventors as prescribed in the section below.

23.8 If a member of staff or student is in dispute about IP issues e.g. wishes to claim ownership of IP and that is not accepted within their faculty, they should, in the first instance, approach DRA who will consult with others, where necessary for appropriate action.

SECTION C: REVENUE DISTRIBUTION AND COVERAGE (TYPES) OF IP POLICY

24.0 REVENUE SHARING

Creator of an IP is entitled to share in the financial benefits resulting from disclosable work. Note that the university's responsibility is to identify, protect and manage its intellectual property effectively and to seek commercial exploitation opportunities diligently.

24.1 Royalties generated from licences or other marketing arrangements concerning disclosable work shall be paid directly to the university and shall be distributed according to the following guidelines:

- (a) All direct costs incurred by the university in obtaining, maintaining, and protecting the patent or other protection for the property, licensing, and/or marketing royalties received by the university shall be recovered.
- (b) After recovery of the above costs, the remainder of the royalty income shall be distributed as follows:
 - a) 50-40% to the creator(s) of the IP
 - b) 25% to the university,
 - c) 5% reserved for corporate social responsibility (where applicable),
 - d) 10% to the Intellectual Property and Technology Transfer Office (IPTTO)
 - e) 5-10% to the faculties of the creator(s) of the IP, and
 - f) 5-10% to the departments of the creator(s) of the IP.

(Revenue sharing should be treated differently. Example, a prototype or technology IP should differ from a document or formula)

24.2. Gross and Net Income

24.2.1. Gross income is funds obtained from the commercialization of technology under a licence agreement. This includes licence fees, milestone payments, minimum annual royalties, earned or running royalties, equity, equipment, and reimbursement of patent expenses and fees.

24.2.2. Net income is gross income less non-reimbursed NOUN R&D expenses for patent prosecution and licensing expenses associated with a particular licence agreement, for instance, travel made expressly to negotiate a particular licence agreement.

24.2.3 General Principles of Income Sharing

Where an invention made by a NOUN employee using university resources is patented and commercialized, the general principle, according to, the World Intellectual Property Organization (WIPO) is as listed:

- a) 100 % of the revenue goes to NOUN until all out-of-pocket expenses associated with protection and exploitation of the patent or copyright are reimbursed such as patent filing, copyright registration, continuing costs of licensing and commercialization.
- b) Thereafter, net income is shared between NOUN and the inventor along a range of 50-50 or 60-40.
- c) The inventor's percentage share decreases whereas that of NOUN increases as total net revenue increases
- d) NOUN is expected to review and revise the thresholds as inflation and other economic factors change.

- e) NOUN is expected to include other stakeholders in the revenue sharing such as an inventor's research group, faculty or department that may have made valid input into the research outcome.

24.2.5 Equity Shares

Equity or equity shares are of common or preferred stock, warrant options, convertible instruments, units of limited partnership or any other instrument conveying ownership interest in a commercial venture. A commercial venture is a startup company, partnership, joint venture, corporation, or any enterprise entity that has obtained an R&D licence.

SECTION D: DISPUTE RESOLUTION, MONITORING AND EVALUATION

25.0 DISPUTES ARISING FROM IP OWNERSHIP RIGHT

Any party to this policy, dissatisfied at any point or have any other dispute or grievance in relation to the IP Ownership Right as presented in this policy or its operation can ask for arbitration. This should be resolved in accordance with the university's normal staff or student dispute and grievance resolution procedures.

25.1 Disputes Arising from Revenue Sharing

Any dispute regarding the distribution of revenue generated from the exploitation of disclosable works will be dealt with in accordance with the university's normal staff or student (as appropriate) dispute and grievance resolution procedures.

26.0 PROCEDURE FOR PRODUCING DISCLOSABLE WORK

26.1 Intellectual Property can be very valuable, so appropriate procedures must be followed to ensure that it is properly protected both for the creator's benefit and that of the university. For example, disclosing any information about an invention without a confidentiality agreement could make the creator lose the right to obtain the patent that could otherwise have protected the invention. Creators must inform the university's IPTTO of any disclosable work which they suspect contains any intellectual property and do so before disclosing it elsewhere.

26.2 Creator's Obligations

- 26.2.1 Creators must NOT assign, license or give any rights in the disclosable work or the Intellectual Property this may contain to any other person nor must they purport to do this on behalf of the university;
- 26.2.2 Creators CANNOT reach an agreement with any third party regarding the intellectual property rights in any disclosable work without specific prior written authority from the Vice-Chancellor on Business Partnerships and Knowledge Transfer opportunities;
- 26.2.3 Creators must keep full records of the development of their disclosable works;
- 26.2.4 Creators must provide at the earliest opportunity to the university full details of all disclosable work they produce and the circumstances surrounding its creation and all related information which the university requires;
- 26.2.5 Creators must keep all disclosable work confidential and avoid disclosing this prematurely;
- 26.2.6 Creators must only disclose any disclosable work and the Intellectual Property relating to it in accordance with the university's guidelines;

- 26.2.7 Creators must co-operate with the university in applying for patent or other protection;
- 26.2.8 Creators must provide any information required by the university to ascertain and demonstrate Intellectual Property Ownership;
- 26.2.9 Creators must assist the university in producing appropriate literature to describe the Intellectual Property and identifying appropriate licences;
- 26.2.10 Creators must attend meetings at convenient times with potential commercialization partners;
- 26.2.11 Creators must advise the university on further development of the Intellectual Property;
- 26.2.12 Creators must immediately inform the Vice-Chancellor on Business Partnerships and Knowledge Transfer opportunities as soon as they become aware of any claim by a third party that they also own rights in any NOUN Intellectual Property; and
- 26.2.13 Creators must comply with section 7.5 in relation to research grants and contracts.

26.3 Conflicts of interest may arise in relation to a variety of issues as a result of creation of a disclosable work or its exploitation. Any Creator with any doubt as to whether a conflict has arisen or may arise must inform the Secretary/Registrar immediately.

27.0 LEAVERS

- 27.1 Where anyone engaged in disclosable work leaves the university (“Leaver”) the IP share benefit of NOUN shall be transferred to the new employer. Where anyone engages in external funded disclosable work leaves NOUN and without completing the said work, the funds management shall be transferred to the new employer.
- 27.2 All IP in disclosable work developed up to the date of leaving will belong to the university. The “Leaver” will co-operate fully with the university to ensure that a proper audit of that IP can be carried out prior to the “Leaver”’s departure or at the earliest possible opportunity thereafter. Such co-operation will include providing all information required by the university.

28.0 JOINERS

- 28.1 All IP in disclosable work developed from the date of joining will belong to the university even if this may form part of a larger work started at the previous organization.
- 28.2 Where disclosable work results from work carried out both at the university and at the previous organization, the university’s IP Committee in collaboration with the University Business Unit (Directorate of Entrepreneurship and General Studies) will be responsible for negotiating with the previous organization on how the Intellectual Property rights in such disclosable work shall be handled and how any revenue will be shared.

29.0 MONITORING AND EVALUATION OF POLICY

- 29.1 National Open University of Nigeria Intellectual Property and Technology Transfer Office (NOUN-IPTTO), as a sub-unit of Directorate of Research Administration (DRA), shall monitor the implementation of the IP Policy. The IP Policy and related research, commercialization and technology transfer will be monitored and evaluated on an annual basis and may be amended by NOUN from time to time.

29.1.2 All amendments to this IP Policy shall be posted on the NOUN Intranet and such amendments shall be fully valid and effective from the date of approval and posting.

30.0 OTHER MATTERS

30.1 This IP Policy shall apply to all Intellectual Property devised, made, or created on or after June - September, 2019 (second third quarter **CDD meeting**).

30.2 Persons bound by this policy shall continue to acknowledge the university's rights in Intellectual Property created during the period of their employment or other contractual obligation to the university in a clear manner to avoid misleading future employers, collaborators or other interested third parties as to the ownership of and interests in the Intellectual Property concerned.

31.0 IMPORTANCE OF AN INTELLECTUAL PROPERTY AND TECHNOLOGY TRANSFER OFFICE (IPPO)

NOUN is advised to set up an Intellectual Property and Technology Transfer Office (IPPO) to be domiciled within DRA that will be responsible for the protection and commercial development of inventions and creations. The activities of the unit shall include:

- a) processing and safeguarding patent and copyright agreements;
- b) determination of the patentability or copyright ability, including receiving patent disclosures, undertaking patent search, and completing applications for patents and copyright;
- c) evaluating commercial potential of inventions;
- d) obtaining appropriate patent protection;
- e) locating suitable commercial partners;
- f) negotiating and managing licences.

32.0 APPORTIONMENT AMONGST INDIVIDUALS

32.1. Where more than one individual is involved, initial responsibility for agreeing the division amongst individuals lies with those individuals. Advice can be sought from the university via the University's Entrepreneurship Unit. Where no agreement has been made, any revenue due to the creators will be apportioned equally between them.

33.0 DEATH

In the case of the death of an individual, and in relation to any due share of income, that share of any income will be payable to the estate of the deceased.

Technology Evaluation and Invention Declaration Forms

Requirement A: Technology Evaluation Form

Title	
Inventor(s)	
Background	
Description	
Benefits	
Limitations (if any)	
Prior Art	

Target audience	
Official purpose	
Up takers	
Actions taken to date	

Requirement B: Invention Declaration Form

1. Title of Invention

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2. Inventors

Name	Department	Affiliation with Institute (i.e. department, student, staff, visitor)	Address, contact phone no., e-mail	% Contribution to the Invention

3. Contribution to the Invention

Each contributor/potential inventor should write a paragraph relating to his/her contribution and include a signature and date at the end of the paragraph.

4. Description of Invention

(Please highlight the novelty/patentable aspect. Attach extra sheets if necessary, including diagrams where appropriate).

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5. Why is this invention more advantageous than present technology?

What are its novel or unusual features?

What problems does it solve?

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6. Sponsorship

Government Agency & Department	
% Support	
Contract/Grant No.	
Contact Name	
Phone No.	
Address	
Industry or other Sponsor	
% Support	

Contract/Grant No.	
Contact Name	
Phone No.	
Address	

7. Where was the research carried out?

8. What is the potential commercial application of this invention?

9. Was there transfer of any materials/information to or from other institutions regarding this invention?

If so, please give details and provide signed agreements where relevant.

10. Have any third parties any rights to this invention?

If yes, give names and addresses and a brief explanation of involvement.

11. Are there any existing or planned disclosures regarding this invention?

Please give details.

12. Has any patent application been made? Yes/No

If yes, give date: _____ Application No.: _____

Name of patent agent: _____

Please supply copy of application form.

13. Is a model or prototype available? Has the invention been demonstrated practically?

I/we acknowledge that I/we have read, understood and agree with this form and the Institute's *Intellectual Property Policy and Procedures* and that all the information provided in this disclosure is complete and correct.

I/we shall take all reasonable precautions to protect the integrity and confidentiality of the IP in question.

Inventor: _____
Signature Date

Inventor: _____
Signature Date

Inventor: _____
Signature Date

Inventor: _____
Signature Date

Team of Developers:

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