

KUMASI TECHNICAL UNIVERSITY



INTELLECTUAL PROPERTY RIGHTS AND COMMERCIALIZATION POLICY

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1.0 Introduction

Kumasi Technical University is committed to teaching, research-driven learning and any scholarly engagements associated with it, as well as public and private service. To facilitate technology development and transfer to the private sector, this Intellectual Property Rights and Commercialization Policy is developed.

1.1 Policy Statement

This Policy is based on four fundamental principles: enhancing academic freedom, providing a clear means of pursuing technology commercialization, promoting technology transfer as well as protecting all interested parties. In effect, the purpose of this policy includes the following:

- i. To ensure that the commercial development of research results enhances the Institution's education, research and public/private service missions;
- ii. To encourage an entrepreneurial environment through rewards and protections that encourage innovations, discoveries, development and transfer of new knowledge and skills for both public and private benefit;
- iii. To educate and assist Faculties/Institutes/Schools, staff, students and collaborators to go through the intellectual property process with respect to their inventions; and
- iv. To establish the principles for determining and protecting the interests of the Institution, originators and sponsors as regards inventions and originations created by Faculties/Institutes/Schools, staff, students and collaborators in a manner that is equitable to all parties.

In summary, the benefits of this Policy include capacity development, knowledge and technology transfer, job creation, enterprise development, social empowerment and products; processes and services that embody the use of Intellectual Property(IP).

1.2 Scope of Policy

1.2.1 Applicability

This Policy applies to all employees of the Institution and its members including Faculties/Institutes/Schools, staff (full/part-time, teaching and non-teaching), students, visiting academics, research collaborators and others. The ownership, rights and benefits to originators, shall be governed by the Institution's relevant regulations in existence at the time.

1.2.2 Binding Effect of the Policy

This Policy constitutes an understanding that is binding on the Institution, Staff Members, Students and Visitors, once adopted by the Council on the following grounds:

- i. **Staff Members:** The Institution shall ensure that the employment contract or other agreement establishing any type of employment relationship between the Institution and Staff Members includes a provision placing Staff Members under the scope of this Policy.
- ii. **Students participating in a Research Project:** The Institution shall ensure that Students participating in a Research Project sign an agreement before commencing the project, to the effect that they have read and will comply with the provisions of this Policy.

- iii. **Collaborators/Visitors:** The Institution shall ensure that collaborators/visitors sign an Appointment agreement before commencing any activity at the Institution. Such agreement shall place the collaborator/visitor under the scope of this Policy and shall make reference to this Policy, a copy of which will be made available to the collaborator/visitor.

Informed consent. This Policy shall be hosted on the Institution's website and referred to in the relevant document.

1.3 Goal and Objectives

1.3.1 Goal

The basic goal of this Policy is to promote the progress of science and technology by protecting intellectual property generated at the Institution and to ensure that innovations, inventions and originations generated by staff, students, researchers, visiting academics, and collaborators are used in several ways most likely to benefit the public/private sector.

1.3.2 Objectives

The general objectives of this Policy are to provide a framework within which the Institution's intellectual property is developed, managed and harnessed for the benefit of the Institution, the originator, researchers, collaborators, inventors and the general public.

The specific objectives of this Policy are to:

- i. protect the rights of originators.
- ii. manage the products and works of originators.

- iii. ensure that the commercial returns, financial or non-financial, are fairly and equitably distributed in a manner that recognizes the contributions of innovators and originators.
- iv. ensure that both intellectual property and other products of research are made available to the public through efficient and timely transfer of technology.
- v. establish standards for determining the rights and obligations of the Institution, the originators of intellectual property and their sponsors, with respect to inventions, discoveries, originations and works created at the Institution.
- vi. encourage and sustain the provision of beneficial awards for the Institution and originators who transfer intellectual property to the public through commercialization and licensing.
- vii. create a conducive environment that promotes and expedites the dissemination of inventions, originations, innovations and new knowledge generated by researchers and collaborators for the benefit of the public.
- viii. ensure that the institutions intellectual assets and other such related assets are properly used.

1.4 Governance and Administration

1.4.1 Responsibility

The Centre for Research Development and Technology Incubation (CRDTI) is responsible for administering the Institution's rights and obligations, evaluating the commercial potential, determining inventorship, obtaining the necessary legal protection and taking the required actions to maximize the benefits of any intellectual

property to the originator(s), researcher(s), collaborator(s), inventor(s) and the general public. The CRDTI will also advise the originator(s) and the members on the process and best practices of protecting and commercializing intellectual property.

The Intellectual Property and Commercialization Office (IPCO), under the Centre for Research and Development for Technology Incubation (CRDTI) shall have the following duties/responsibilities:

- i. Foster public support for research by showing public benefit (new and improved products);
- ii. Stimulate industrial support for research;
- iii. Foster community engagement by supporting job and new enterprise creation;
- iv. Help researchers and students attain entrepreneurial skills and mindset;
- v. Advise the University on matters relating to IP;
- vi. Recommend amendments to the Policy; and
- vii. Provide guidance and assistance to the University in matters involving university-owned IPs.

1.4.2 Intellectual Property (IP) Advisory Committee

An IP Advisory Committee shall be established on commencement of the Policy. It shall be structured according to the purposes/principles/objectives of the Policy and the research management system of the institution. The Committee shall include representatives of all key stakeholders.

The IP Advisory Committee shall be the link between the Top Management Organ of the University and the office responsible for the management of IP rights (IPCO). The Advisory Committee will handle policy and governance issues and advise the IPCO on technical issues. Specifically, the IP Advisory Committee will have the following functions:

- i. Review directions, issues and current or proposed policies and documents relating to the management of IP;
- ii. Make recommendations on amendments to the IP Policy;
- iii. Manage disputes arising directly from the IP Policy;
- iv. Manage disputes involving institution/university-owned IP and recommendations concerning their resolution;
- v. Give guidance and assistance to the University in matters involving University-owned IP;
- vi. Resolve issues relating to ownership of IP;
- vii. Assist in increasing IP awareness among the University's publics; and
- viii. Perform such other responsibilities as required to comply with state laws with regard to the University's intellectual properties and the IP Policy.

1.4.3 Disclosure Evaluation Process

- i. Upon receipt of a completed disclosure form, the CRDTI will conduct a review of the disclosure to determine the rights and obligations of all parties concerned and the commercial significance of the discovery, and will evaluate patentability issues. The first step in this process is typically a meeting

with the originator(s), researcher(s), collaborator(s), and inventor(s) to better understand the disclosure's scientific and commercial merit and, if necessary, devise strategies for protection, development and commercialization. It is the obligation of the originator(s), researcher(s), collaborator(s), and inventor(s) to make available to the CRDTI additional information as needed at all stages of this process.

- ii. The CRDTI will inform the originator of the outcome of its review regarding rights and obligations as soon as practicable, but not later than 3 months from receipt of a complete disclosure in the case of inventions and tangible research property and not later than 2 months in case of works subject to copyright.

2.0 Ownership of Intellectual Property

2.1 Institutional Ownership of Intellectual Property

Unless otherwise expressly provided in this policy, intellectual property conceived and/or developed:

- i. As a result of activities related to an individual's employment responsibilities and/or with support from the Institution or any of its staff in the form of administered funds and/or with substantial use of resources shall be assigned by the individual to the University..
- ii. In the course of research or resulting from research supported by a grant or contract with the government (or an agency thereof) or a non-profit or for-profit non- governmental entity or by a private gift or grant to the University or its staff, shall be determined in accordance with the terms of the

- sponsored grant or contract. Alternatively, in the absence of such terms and to the extent consistent with applicable law, shall be agreed by the individual/agency and the University..
- iii. That is not institutional work or work for hire but is work that is developed with significant use of funds, space, hardware or facilities administered by a member of staff, where use was essential and substantial rather than incidental shall be assigned by the individual to the Institution. The Institution will not construe the provision of salaries, offices or library facilities as constituting significant use of the University's resources, and therefore these works may be owned by the originator.
 - iv. Developed by staff in the course of their duties while employed by the University;
 - v. Otherwise created in the course of staff's employment, which shall be deemed to include in addition to any teaching and learning materials which: use significant resources of the university in their development such as multi-media materials, visuals or slide shows; video and audio material and presentations streamed or made downloadable over the internet; and
 - vi. Specifically commissioned by the University from a member of staff (requested by a line manager – normally in writing), whether in return for a special payment or not or are produced in connection with the University's module/course/programme including teaching and learning materials produced for issue to students for example, handouts, summaries, case studies, seminar papers, or any materials made available on the Virtual Learning Environment (VLE).

2.2 Member Originator

- i. Intellectual Property that is created by an employee who is hired by a member specifically or required as part of his or her employment to produce intellectual property for Institutional purposes, shall be owned and assigned by the employee to the member.
- ii. Intellectual Property shall be assigned and owned by a member who contracts, in writing, an employee to perform work on that member's behalf.

2.3 Non-Member Originator

Agreements relating to a non-member's work at the Institution including ownership rights relating to intellectual property developed during such work, must be agreed and executed before the beginning of the work. Intellectual property created by a non-member involved in any of the Institution's project will be owned by the Institution or owned in accordance with any agreement governing the conduct of the Institution's project. An agreement, assigning any such intellectual property to a member or the Institution will be required before the non-member commences work on the Institution's project or uses the Institution's owned intellectual property.

Non-members participating in the Institution's project have an obligation to report the creation of intellectual property or inventions to the Institution.

Non-members are required to keep confidential information confidential and such obligations will be contained in an agreement relating to the non-member's work at the Institution.

2.4 Sponsored Research

- i. Except as provided by Section 2.4 (iii), intellectual property conceived or developed in the course of/ or resulting from research supported by a grant or contract with governmental entities or a non-profit or for-profit non-governmental entity shall be owned by the Institution. The research sponsor may be offered an option to acquire license rights to develop and commercialize any intellectual property resulting from the project in accordance with the Institution's policy and licensing guidelines (Section 4.4).
- ii. The CRDTI, in conjunction with the sponsored members of Faculties and Departments, shall ensure that all reporting requirements and other obligations to research sponsors regarding intellectual property are met. Intellectual property developed under sponsored research should be promptly disclosed to the CRDTI through the head of the Units/ Departments/Centres/Institutes/Faculties/Schools or member originator so that all requirements and obligations can be met.
- iii. The acceptance of a contract, grant or agreement which does not require ownership of intellectual property by the Institution may be approved by the CRDTI or by the head of Unit/Department/Centre/Institute/Faculty/School or member originator with notification to the CRDTI if the benefit from the level of funding for proposed research and/or other consideration from the sponsor, licensee or other party outweighs the potential value of the Institution's ownership.

2.5 Intellectual Property Emanating from Consultancy

Consulting for outside organizations may be performed by the faculties of the Institution pursuant to prior approval by the Institution and pursuant to this Institution's policy on intellectual property. Any consulting agreement should include a statement that the faculty member has obligations to the Institution as described in this Intellectual Property Policy, and this Intellectual Property Policy should be attached to the consulting agreement. In the event that there is any conflict between the consultant's obligations to this Intellectual Property Policy and their obligations to the entity for which they consult, the obligations to this Intellectual Property Policy shall prevail.

2.6 Tangible Research Property

Tangible Research Property (TRP) related to an individual's employment and/or developed with support from the Institution's administered funds, facilities, equipment or personnel shall be owned by the Institution.

If the TRP is agreeable to member and the CRDTI has commercial value, it will be managed by the CRDTI as the Institution's intellectual property. This includes licensing and distribution of income from commercialization.

Any transfer, distribution or sale of TRP for commercial purposes must include a written agreement between the Institution and the recipient of the TRP, and any transfer or distribution of TRP for non-commercial purposes must include a written agreement between the member and the recipient of the TRP.

2.7 Multiple Originators

Where more than one originator is involved, the originator's share of earnings will be divided among the originators as agreed upon by them in writing.

2.8 Collaboration

Collaboration between the Institution's personnel and persons not employed or associated with the Institution, including researchers at other institutions or companies can result in the development of intellectual property jointly owned by the Institution and other persons or their employers. Protection and commercialization of such joint intellectual property should be in accordance with the written agreement made by the collaborators. Accordingly, it is important for the Institution's personnel involved in/or contemplating collaborative activities that may result in the development of intellectual property to advise the CRDTI of such activities.

2.9 Exceptions to Ownership

The following exceptions apply to the Ownership:

- i. Teaching and learning materials produced by members of staff for their personal use and reference in teaching, for example personal notes and annotations to support teaching materials;
- ii. Author(s) of such teaching and learning materials grant(s) the University a free, unconditional, irrevocable and perpetual, transferable, non-exclusive license to make available, use and copy such material for academic and administrative purposes;

- iii. Members of staff are granted personal, non-exclusive, worldwide, royalty-free license to the material which they personally authored to adapt such materials, and to use these adapted materials solely for their own teaching purposes with the University or for a future employer.

2.10 Acquisition of Intellectual Property

- i. The Institution may acquire an intellectual property which does not belong to it. The Institution may accept ownership of the intellectual property that:
 - (a) The owner makes the offer through the Institution or one of the members as if the intellectual property had been created within the Institution;
 - (b) The owner agrees to all provisions of this Policy;
 - (c) The owner provides evidence that he owns all rights, title and interests to the intellectual property and that, to the best of his knowledge; the intellectual property does not violate any existing intellectual property right.
- ii. If the offer is accepted, the owner will execute an Assignment Agreement transferring all rights, title and interest in the intellectual property to the Institution, and acknowledging that the owner agrees to all provisions of this policy. In cases where the owner has already expended funds towards obtaining patent or other legal protection for the intellectual property, the owner and the Institution may negotiate terms to allow recovery of legal and/or patent expenses from license fees and/or royalty income.

2.11 Confidentiality

All Originators (members and non-members) are required to keep confidential information confidential and such obligations will be contained in an agreement relating to the member/non-member's work at the institution.

2.12 Disclosure

Individuals subject to this policy are required to promptly disclose to the CRDTI, through the head of the Unit/Department/Centre/Institute/Faculty/School, all inventions, copyrightable work and tangible research property in which the Institution has an ownership interest under the provisions of Section 2.6 of this Policy or for which disclosure is required by contract or by law. Prompt disclosure is especially important for inventions conceived and/or made with government agency funding, so that the Institution meets its legal obligations under such funding agreements.

Disclosure shall be made in a format prescribed by the CRDTI and this includes a full and complete description of the discovery or development, and identifies all contributing participants.

2.13 Protection of Intellectual Property

The Institution will seek protection for innovations that the CRDTI determines to be commercially viable and all costs should be borne by the Institution. However, if the member insists that his/her work, which has been declared as not commercially viable by CRDTI be protected, the member shall bear all the costs and shall own it.

3.0 Commercialization

It is important for originators to be involved in the commercialization process to ensure its success.

For a successful commercialization, it is required that the CRDTI, Member and the Originators all work in consultation with each other.

Essentially, the routes include, but not limited to the following three routes that the Institution may take to commercialize its intellectual property. These are:

- i. Licensing
- ii. Assignment of Rights
- iii. Formation of a New Company

3.1 Decision to Form a New Company

A number of factors may inform the Institution's decision to form a new company out of its intellectual property. These factors are:

- i. Type of Technology
- ii. The Market
- iii. Availability of Licenses
- iv. Patentability
- v. Level/Intensity of Competition
- vi. Willingness of staff to take part and
- vii. Availability of Resources in the Institution

3.2 Assignment of Rights

All persons subject to this policy shall, upon request by Council, the head of the Institution or designee of the respective member, or the CRDTI, execute an Assignment Agreement available through the CRDTI to set forth effectively the ownership and rights to intellectual property of the Institution or member.

3.3 Licensing of Inventions and Copyright to Third Parties

3.3.1 Preliminary Steps

The CRDTI, together with the originator(s) shall collectively undertake the following initial steps before any commercialization of the Intellectual Property can commence:

- i. Identify a potential licensee through due process
- ii. Produce a summary of potential licensees
- iii. Contact the potential licensees through telephone calls, mail and personal visitation
- iv. Invite potential licensees for further discussions

3.3.2 Negotiating Intellectual Property Licenses

The CRDTI and originator(s) shall have the responsibility for negotiating with third parties having an interest in using, developing or otherwise commercializing intellectual property. They shall negotiate a deal with the interested parties to earn maximum returns to the Institution and originator(s). The negotiation team shall consider among other things (a) the licensee's capability/resources to take the technology to the market, (b) the commitment of the potential

licensee to develop and transfer/commercialize the technology.

3.4 Licensing Guidelines and Benefits

Before the transfer, distribution and/or sale of TRP, the originator of the TRP must notify the CRDTI through the head of Unit/Department/Centre/Institute/Faculty/School. The member and the CRDTI will review the developmental history of the TRP to assess any obligations and to determine the conditions of such proposed transfer, distribution or sale.

The Institution shall adhere to the following guidelines in reaching a licensing deal. Departure from these guidelines will require approval from the head of the Institution before the deal can be signed:

3.4.1 Exclusivity

There are two types of licenses. These are Exclusive and Non-Exclusive. The CRDTI shall decide which is more appropriate given the circumstances although preference will be given to exclusive licenses.

If an entity is granted the exclusive rights with respect to a particular invention, product, process, utility, methodology or other item of intellectual property, the agreement shall provide that such rights will revert to the Institution in the event the entity fails to develop and commercialize the property within a specified period of time that is appropriate to the particular circumstances as determined by the CRDTI.

3.4.2 Patent Costs

A licensee who is granted exclusive rights to develop or commercialize intellectual property that is patentable should be required to reimburse

or bear all expenses incurred by the Institution in obtaining patent(s).

3.4.3 Patent Prosecution

The Institution will lead all patent prosecution, but will consult with the licensee before taking any action.

3.4.4 Warranties, Indemnity and Liability

The Institution shall not give warranties unless it has the authority to enter into the license agreement. The Institution should not give any indemnities. The Institution's liability in respect of matters arising from the license agreement including breach of contract should be limited to amounts received from the license.

The licensee should be required to provide an indemnity to the Institution in respect of any claims arising from its use of the licensed intellectual property.

3.4.5 Obligation to Develop

The licensee should be obliged to take steps to develop and commercialize the licensed Intellectual Property and there should be provision within the license agreement for it to be terminated by the Institution in the event that reasonable efforts are not being made.

3.4.6 Distribution of Royalties and Proceeds

Distribution of royalties, license fees and sale proceeds received by the Institution from the licensing or sale of intellectual property shall be made after the execution of the Assignment Agreement.

3.4.7 Revenue Sharing

Where an intellectual property developed by an originator (using the Institution's resources) is patented or otherwise and commercialized, the following principles shall apply:

- i. Hundred percent (100%) of the revenue shall go to the Institution until all expenses associated with protection and exploitation of the patent or copyright have been reimbursed. Such expenses may include fees associated with patent filing and copyright registration and any other continuing costs associated with licensing and other commercialization of the intellectual property.
- ii. After that, the net income is shared between the originator and the Institution as follows:

Step 1	up to GH¢10,000 of net income	50% to the originator, 50% to the Institution
Step 2	next GH¢20,000 of net income	40% to the originator, 60% to the Institution
Step 3	next GH¢20,000 of net income	30 % to the originator, 70% to the Institution
Step 4	Net income in excess of GH¢50,000	25% to the originator, 75% to the Institution

- iii. Where the originator uses his own resources in developing the intellectual property, then the sharing of the net revenue shall be as follows:

Step 1	up to GH¢10,000 of net income	80% to the originator, 20% to the Institution
Step 2	next GH¢20,000 of net income	60% to the originator, 40% to the Institution
Step 3	next GH¢20,000 of net income	55 % to the originator, 45% to the Institution
Step 4	Net income in excess of GH¢50,000	50% to the originator, 50% to the Institution

3.4.8 Distribution of Income from Intellectual Property in case of Death of the Originator

In case of death or incapacitation of the originator, royalty or fee distribution including any equity to which the originator was entitled, shall be in accordance with the beneficiary's/originator's Employment Form or the person's testamentary disposition or with the applicable law of Ghana.

3.4.9 Intellectual Property and Promotion/Career Progression

The University shall recognize IP as a criterion for the promotion of researchers and shall review and implement promotion guidelines that take into consideration IP applications, grants and commercialization.

3.5 Spin-Out Companies

3.5.1 Preamble

Following disclosure, evaluation and protection of intellectual property, the CRDTI may elect to form and operate a spin-out company or assist with the formation and operation of a spin-

out company, or enter a new venture with another party for the purpose of developing, and/or commercializing the Institution's intellectual property.

A Spin-Out Company is a company established by the Institution to commercialize its intellectual property. In contrast to subsidiary companies in which the Institution will have a controlling interest, in a spin-out company the Institution is not looking to exercise control.

3.5.2 Market Research

Where the CRDTI decides to form a business venture or assist with the formation of a business venture, or enter into a business venture with an existing company for the purpose of developing and/or commercializing the Institution's intellectual property, the CRDTI will perform due diligence on the proposed business venture. Where possible, the market feasibility study will be funded through an external grant or otherwise from an agreed Institution budget.

3.5.3 Business Plan

Before a new company is incorporated, a Business Plan should be developed. The Business Plan should generally be written by appropriate professionals. It may be funded either through externally obtained funding or from an agreed Institutional budget.

3.5.4 Transfer of Intellectual Property to the New Spin-Out Company

Intellectual Property would be transferred to the spin-out company through Licensing.

3.5.4.1 Terms of the License

These should be consistent with the terms of any other license entered into by the Institution. The license is negotiated under normal commercial terms taking into account the fact that the company is in its infant stage. That is, the payments will be relatively small initially and larger later. Patent costs must be covered, but recovery of these costs could be spread over a longer period than for a standard license.

3.5.4.2 Shareholding

The Institution should receive founder shares in the new company and participate at the point only when the originator and the Institution have shares.

The Institution will hold not more than 50% of the founder shares. The Institution will not take an ownership stake of more than 50% as it does not wish to have a controlling interest in any spin-out. However, the Institution's shareholding could be reduced if there is a legitimate reason why it should be lower. If a shareholding of more than 50% is proposed, then the proposal and the rationale behind it should be put before the Finance Committee of Council for their approval.

The Institution will take ordinary shares in the company and will not be issued with any type of preferences shares.

3.6 Board Representation

The Institution shall be entitled to appoint a Director to the Board of the Company. The number of seats on the Board to which the Institution is entitled should be approximately equivalent to the proportion of the Institution's shareholding.

3.7 Management

Individuals with experience in operational and general management should be identified by the Board to run the business.

3.8 Exit Strategy

For a spin-out company to exit, it may be done through trade sale or through a flotation of shares on a recognized stock market. If exit through either of these routes becomes likely, the Institution must be informed for it to be able to participate fully.

3.9 Conflict of Interest

In all activities addressed by this policy, the Institution's employees are responsible for avoiding (or if applicable, disclosing/managing) potential and actual conflicts of interest of commitment in compliance with the laws of Ghana, applicable policies and/or regulations of the Institution.

3.10 Dispute Resolution

Save where expressly stated otherwise in the License Agreement, any disputes, differences, or controversies of whatever nature howsoever arising out of, or in connection with the License Agreement, parties shall resolve any disputes, differences, or controversies amicably or where the parties are unable to resolve the disputes, differences, or controversies, parties shall resort to arbitration governed by the Alternate Dispute Resolution Act 2010 (Act 798) and or any applicable law.

4.0 Terms and Definitions

Collaborator: An individual or group of individuals who jointly work with the originator on an activity or a research project.

Confidentiality: Any and all written information communicated between member/non-member originator in the framework of a project clearly identified or marked as being confidential at the moment of its disclosure, except for the information which the receiving party can prove:

- i. Is, at the time of communication, being in the public domain;
- ii. After the communication becomes part of the public domain by publication or otherwise, except by breach of any obligation of confidentiality;
- iii. Is obtained from a third party not in breach of any obligation of confidentiality;
- iv. Is known by the receiving party prior to the date of the communication, and
- v. Is required to be disclosed by the receiving party pursuant to any applicable law or judicial or government order, provided that the receiving party shall give immediate written notice of such requirement to the disclosing party with the view to agreeing the timing and the content of such disclosure.

Council: The highest governing body of the Institution.

CRDTI: Centre for Research and Development for Technology Incubation. It is the technology transfer centre of the Institution.

Discoveries: Things (products, methods, processes) found or learned for the first time.

Exclusivity: The extent of limitations or rights imposed upon the use of intellectual property by the originator(s).

Faculties/Institutes/Schools: Various groups of academic departments of the Institution concerned with major division of knowledge and expertise.

Gross Income: Total license fees or royalties received by the Institution before any costs involved in research, development, protection and exploitation of a patent or copyright have been deducted.

Innovation: New idea, device or method, a more effective and efficient device or process.

Institution: Kumasi Technical University

Intellectual Property:

i. Academic and Artistic Works

Creation of the mind, such as inventions, literary and artistic works, designs and symbols, names and images used in business/commerce, personal art works, books (including textbooks) educational courseware, syllabi, lesson plans, articles, works of non-fiction, novels, poems, musical works, dramatic works including any accompanying music, pantomimes and choreographic works, architectural drawings, design artifacts, pictorial, graphic and sculptural works, software, motion pictures and other similar audio-visual works; and sound recordings.

ii. Copyright:

A legal right created by the law of a country that grants the creator of an original work exclusive right to its use and distributions, usually for a limited time. In other words, a legal term used to describe the rights that

creators have over their literary and artistic works. Works covered by copyright include books, music, paintings, sculpture, films, computer programmes, database, advertisements, maps and technical drawings.

iii. Trademark

A name, word, sign, symbol, design or any combination thereof, used in commerce to distinguish goods of one enterprise from those of other enterprises.

iv. Traditional Knowledge and Traditional Cultural Expressions

- (a) The University shall recognize the role of Traditional Knowledge (TK), genetic resources and Traditional Cultural Expressions (TCEs) in the development of inventions, innovations, new plant varieties and creative works.
- (b) The University shall facilitate the identification, documentation and protection of the TK and TCEs of local and indigenous communities.
 - The University shall be guided by national, regional and international policies, laws and regulations with regard to access to genetic resources use of TK and TCEs and sharing of benefits with holders of such knowledge.

Licensing: Grant, authorization or permission given to a party or an entity to use a research output/intellectual property.

Member: Staff or student of the Institution.

Multiple Originators: Two or more members who jointly worked to create or initiate intellectual property.

Net Income: Income realized from the licensing of a patent to a party after all expenses incurred in the protection and exploitation of the patent or copyright have been deducted.

Non-Member Originator: An individual or group of individuals outside of the Institution who create or initiate an intellectual property for the Institution.

Originations/Inventions: Unique or novel devices, products, methods, compositions or processes.

Originator: A member of the Institution who creates or initiates an intellectual property.

Spin-Out Company: A company established by the Institution to commercialize the Institution's intellectual property.

Sponsored Grant: A fund set aside by the Institution to support the costs involved in creating intellectual property.

Tangible Research Property: Physical product emanating from intellectual property.

APPENDIX 1

STUDENT IP AGREEMENT

In order that the University may fulfil its mission as an educational institution and its legal and contractual obligations to sponsors of research, and in consideration of my participation in faculty-directed research projects at the university as a student, research assistant or intern, I (Student, research assistant or intern') agree that:

- i. I do hereby assign to the university or its designee all my right, title and interest in and to all inventions, patents, copyrights, software, or other inventions ("INTELLECTUAL PROPERTY") that arise from my participation in ... (insert description of specific research project) ('PROJECT') as directed and supervised by ... (insert faculty name, title and department) ('FACULTY MEMBER'). I will do all things necessary and appropriate on my part, at the University's expense, to execute and deliver all documents required to complete such assignment.
- ii. I will cooperate fully with the University or its designee, during and after my affiliation with the University, in the preparation and prosecution of patent applications or other protective measures on INTELLECTUAL PROPERTY and in the preparation and execution of all documents necessary to obtain, maintain and enforce protection on INTELLECTUAL PROPERTY.
- iii. I acknowledge that during the course of my participation in the PROJECT, certain information, data, or results from the PROJECT may be provided to me or developed which may be considered confidential by the UNIVERSITY or the

FACULTY MEMBER ('CONFIDENTIAL INFORMATION'). Any such CONFIDENTIAL INFORMATION unless I receive written permission to disclose it shall not be disclosed. CONFIDENTIAL INFORMATION will be clearly identified as such. I shall maintain confidentiality of such information unless I receive written permission to disclose it. CONFIDENTIAL INFORMATION shall not include information:

- (a) that is or becomes generally available to the public through no fault of STUDENT; or
 - (b) is received by STUDENT in good faith from a third party who discloses such information on a non-confidential basis and is not bound by any obligation of secrecy or confidential relationship;
 - (c) is independently developed by the STUDENT outside of the scope of the PROJECT.
- iv. The University and its employees have the right, acknowledging the involvement of the student in this PROJECT, to publish in academic publications any information developed in the course of the PROJECT.
 - v. This Agreement embodies the entire understanding between the UNIVERSITY and STUDENT with respect to PROJECT INTELLECTUAL PROPERTY, and supersedes any previous oral or written agreements. It may be amended only in writing and is not assignable. This Agreement is binding upon all parties and governed by University regulations and laws of Ghana.
 - vi. This Agreement is made effective as of the first date of my affiliation with the PROJECT or upon signing of this Agreement, whichever occurs first.

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Student, research assistant or intern Name (Type or Print)

Signature and Date

APPENDIX2

TEMPLATE OF NON-DISCLOSURE AGREEMENT

This agreement is made between
of.....(Hereinafter referred to as the First
Party) andof
(Hereinafter referred to as the Second Party)

(Collectively, the 'Parties').

.....
.....
.....
.....