

**UNIVERSITY OF BUSINESS  
AND INTEGRATED DEVELOPMENT STUDIES**



**COMMITTEE REPORT ON INTELLECTUAL PROPERTY POLICY**

**AUGUST 2024**

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## **1 INTELLECTUAL PROPERTY COMMITTEE**

1.	Prof. Maurice Oscar Dassah	-	Chairman
2.	Prof. Frederick Dayour	-	Co-Chairman
3.	Prof. Dennis Puorideme	-	Member
4.	Dr. Lea Anzagra	-	Member
5.	Dr. Ophelia Soliku	-	Member
6.	Dr. Alfred Dongzagla	-	Member
7.	Dr. Yaw Afriyie	-	Member
8.	Mr. Dominic Paaga (Esq.)	-	Member
9.	Mr. Speratus Mwinseng Ongoh (Esq.)	-	Member
10.	Mr. Ophelius M. Yinyeh	-	Member
11.	Ms. Grace Yirimaalu Dassah	-	Secretary

## **2 TERMS OF REFERENCE**

The Terms of Reference of the Committee were to:

1. Consider the national legal framework and best practices on intellectual property, develop guidelines concerning the ownership, distribution, and commercial development of technology and innovations by UBIDS staff, students, and others conducting research at the university. Some specific issues to consider may include, but not limited to:
  - i. Students' theses and copyright issues.
  - ii. Students and staff jointly create intellectual property.
  - iii. Independent work.
  - iv. Commercial development and sharing of benefits/royalties.
  - v. Student participation in any third-party activity or any future activity to create
    - i. intellectual property.
  - vi. The intellectual property implementation arrangements in the university.
  - vii. Legal considerations.
  - viii. Review and amendments
  - ix. Any other important issue concerning intellectual property
2. Submit a report to the Registrar by 31<sup>st</sup> July 2024.

### **3 METHODOLOGY**

- a. The Committee held its first meeting on May 6, 2024, where members co-created the outline for the policy and assigned roles.
- b. The inputs were received and consolidated into a single document for review by members at the next committee meeting.
- c. Further revisions were made following the review by members, resulting in the final draft.

### **4 RECOMMENDATIONS**

- a. The University Management should take steps to set up an Intellectual Property Unit (IPU) under the Directorate of Research (DOR), in which the Policy will be anchored.
- b. The Unit should supervise the implementation of this Policy to the letter.
- c. In the meantime, a committee should be established in this regard.

### **5 FOREWORD**

It is with great pleasure that I share with you the University of Business and Integrated Development Studies (UBIDS) IP Policy. This comprehensive document reflects our commitment to fostering a culture of innovation, creativity, and research excellence within our academic community. IP rights are critical in protecting the creations of the mind, ensuring that the efforts of our researchers, inventors, innovators, and creators are recognised and rewarded. In an increasingly knowledge-driven global economy, the management and protection of IP are essential for promoting sustainable development, enhancing academic and research integrity, staff motivation, and contributing to the socio-economic advancement of Ghana.

This Policy creates a supportive environment that encourages the development of new knowledge and technologies. It provides clear guidelines on the ownership, distribution, and commercialisation of IP generated by our faculty, staff, students and external partners. By safeguarding the rights of our intellectual contributors and promoting ethical use of University resources, this policy ensures that the benefits of our research and innovations are maximised for the greater good.

I extend my heartfelt gratitude to the committee members for their dedication and meticulous work in developing this policy. Their efforts have laid a strong foundation for a robust IP framework that aligns with national legal standards and best practices. As we implement this policy, I am confident that it will stimulate further research, innovation, and collaboration within and beyond our university. It will serve as a vital tool in our mission to provide quality education, foster research excellence, and drive development-oriented solutions.

I urge all members of UBIDS community and our cherished partners to familiarise themselves with this policy and adhere to its principles, to ensure we collectively contribute to the creation, protection, and utilisation of IP for the benefit of all.

.....  
Prof. Emmanuel Kanchebe Derbile  
**Vice-Chancellor**

## 6 LIST OF ACRONYMS

<b>Acronym</b>	<b>Meaning</b>
<b>DAPQA</b>	Directorate of Academic Planning and Quality Assurance
<b>DIMS</b>	Directorate of Information Management Services
<b>DOR</b>	Directorate of Research
<b>IP</b>	Intellectual Property
<b>IPO</b>	Intellectual Property Officer
<b>IPU</b>	Intellectual Property Unit
<b>IPR</b>	Intellectual Property Rights
<b>UBIDS</b>	University of Business and Integrated Development Studies
<b>TTU</b>	Technology Transfer Unit

## 7 BACKGROUND

The importance of IP in national development cannot be underestimated. IP grants exclusive rights to individuals over the use of their creations for specified periods, fostering innovation and economic growth. In Ghana, IP is regulated by various pieces of legislation, including the Copyrights Act 2005 (Act 690), Trademarks Act 2004 (Act 664), and Patents Act 2003 (Act 657).

The need for an IP policy for the University is paramount, as highlighted in its mission “to provide quality teaching, learning, development-oriented problem-solving, research, and innovative practical training to qualified and capable people and institutions” (UBIDS Strategic Plan, 2021-2025).

This Policy is anchored on and does not conflict with the aforementioned national IP legislation. Furthermore, it is read in line with relevant University policies and documents such as the Policy on Research and Innovation, Publications Policy, Data Protection Policy, Research Agenda and Strategic Plan 2021-2025.

## 8 DEFINITIONS OF KEY TERMS

In the context of this policy, the following terms shall have the meanings ascribed to them:

**Artistic performance:** An artistic performance is a live presentation or display of creative expression, typically in the fields of music, dance, theatre, or other performing arts. This can include concerts, plays, dance recitals, and other live events where artists perform for an audience.

**Artistic work:** An original creation in the visual, auditory, or performing arts. These include paintings, drawings, sculptures, music, dance, photography, films, digital art, and other creative expressions.

**Asset:** An asset is any resource owned or controlled by an individual, organisation, or entity that holds economic value and can provide future benefits. Assets can be tangible, such as property, equipment, and inventory, or intangible, such as IP, patents, trademarks, and goodwill.

**Author:** Any individual who creates a work that is protectable under the Copyright Act.

**Collaboration:** An agreement between an individual or entity and the University.

**Collaborator:** Any individual or entity who signs a research agreement with the University or any employee of the University.

**Commercialisation:** Any form of IP exploitation, such as assignment, licensing, internal use within the University, and commercialisation through a spin-off enterprise.

**Conflict of Commitment:** An external activity that could divert or diminish an employee's focus, time, and effort dedicated to their University responsibilities, potentially negatively affecting their performance of assigned duties.

**Conflict of Interest:** An overlap between an individual's professional obligations and his/her private interests. Such conflicts may not be unethical and do not constitute or imply any wrongdoing, but they may lead to actual misconduct when considerations of personal gain, influence or compromise an individual's judgment and actions in the performance of his/her assigned duties.

**Consultancy:** Professional advice offered by an external expert in a discipline. An employee who offers his/her expertise, for clients outside the University, for which some financial return is provided.

**Copyright:** A type of IP that gives its owner the exclusive rights to make copies of a creative work, usually for a limited time.

**Creator:** a creator is an individual or entity that originates or invents a work, such as a piece of art, literary work, invention, design, or other original content. The creator holds the rights to their creation, allowing them to control its use, distribution, and commercialisation.

**Disclosure:** Any non-confidential information about an invention or an idea made available to the public. It includes abstracts, journal articles, conference papers, printed and online publications, publicly available abstracts of funded grant proposals, open theses defences, presentations, poster sessions, exhibitions, etc.

**Employee:** An individual with a valid contract (paid or unpaid) or a working relationship with the University, including professional, academic, administrative staff, visiting lecturers/researchers, and teaching/research assistants.

**Industrial Property:** Inventions of all fields of human endeavour (e.g., patents, utility models, industrial designs, geographic indications, trade secrets, confidential information, trademarks, service marks, commercial names/designations, plant varieties, etc.).

**Infringement:** Using IP without the owner's permission.

**Innovation:** Innovation is the process of developing and implementing new ideas, products, services, or processes that create value or improve existing solutions. It involves creativity, experimentation, and the application of novel concepts to address challenges or meet needs in unique ways.

**IP:** refers to creations of the mind, such as inventions, patents, literary and artistic works, designs, symbols, names, trademarks, trade secrets, know-how, images used in commerce, and copyrights (registered or unregistered), including applications or rights to apply for them and together with all extensions and renewals of them, and in every case all rights or forms of protection having equivalent or similar effect anywhere in the world. IP is protected by law through patents, copyrights, trademarks, and trade secrets, which give creators exclusive rights to use their creations for a certain period. This protection allows creators to benefit financially from their work and encourages innovation and creativity by providing incentives for developing new ideas and technologies.

**IP Right(s):** An exclusive right(s) granted to a person over the use of his/her creation for a specified period.

**Invention:** An invention is a novel and useful idea, method, composition, or device that provides a new solution to a problem or improves upon existing solutions. Inventions can range from technological devices and processes to innovative techniques and methods. They are often protected by patents, granting the inventor exclusive rights to use, produce, and sell the invention for a certain period.

**Inventor:** An inventor is an individual or group of individuals who create a new and original invention. This person or group is responsible for the conception and development of an idea, method, composition, or device that did not previously exist or significantly improve an existing one. Inventors are often granted patents to protect their inventions, giving them exclusive rights to use, produce, and sell their inventions for a specified period.

**Literary works:** Literary works are original written creations that include novels, short stories, poems, essays, articles, plays, and other forms of written expression. These works are typically protected by copyright laws, granting the author exclusive rights to reproduce, distribute, perform, display, and create derivative works based on the original content.

**Net royalty income:** the amount of money generated from the commercialisation of IP after deducting certain expenses from the gross income. This includes administrative and other costs.

**Patents:** Patents are legal protections granted by a government to an inventor for a new and useful invention.

**Publications:** Refer to books, textbooks, modules, study manuals, booklets, bulletins, circulars, pamphlets, reports, information releases, exhibits, demonstrations, creative works and others.

**Researcher:** An individual who conducts systematic investigation and analysis to discover new information, develop new theories, or refine existing knowledge in a particular field of study.

**Royalty:** A compensation paid to the owner of the copyright for using that right, scholarly or popular writings, regardless of medium.

**Scholarly work:** Refers to original research, analysis, or synthesis produced by academics, researchers, or experts in a particular field.

**SDD-UBIDS employees:** This means all staff, researchers, scientists, technologists and technicians employed by SDD-UBIDS permanently or temporarily.

**SDD-UBIDS non-employees:** This means non-employees of SDD-UBIDS who use SDD-UBIDS funds, facilities and other resources or participate in SDD-UBIDS-administered research, regardless of their obligations to other companies or organisations.

**SDD-UBIDS resources:** Refer to funds, supplies, equipment, physical facilities, personnel, and/or other services or property of the SDD-UBIDS. The resources include all tangible resources made available by SDD-UBIDS to inventors, including office, laboratory and studio space and equipment; computer hardware, software and support; secretarial services; research, teaching and laboratory assistants; supplies and utilities; funding for research and teaching activities, travel and other funding or reimbursements.

**UBIDS:** Means University of Business and Integrated Development Studies and includes all the academic and non-academic entities and wholly-owned companies of the UBIDS.

**Spin-off:** A company established to exploit IP originating from the University.

**Third-Party:** A person or group besides the two primarily involved in any form of contract with the University.

**Trade Secret:** Confidential business information that provides a competitive edge to a company. This information includes formulas, practices, processes, designs, instruments, patterns, or compilations of information that are not generally known or easily accessible.

**Trademark:** A distinctive symbol, word, phrases, logo, or design that identifies and distinguishes the goods or services of one entity from those of others. It serves as a brand identifier, helping consumers recognise and choose products or services based on their quality and reputation.

## **9 POLICY STATEMENT**

### **9.1 Aim of the policy**

This Policy aims to create awareness among students, staff and visiting parties on IP-related matters, promoting innovation, protecting inventors and their inventions, providing security and protecting the University's research integrity, serving as an incentive to create new knowledge, and promote commercialisation of products and ideas to benefit society.

### **9.2 Policy objectives**

The objectives of the policy are to:

- a. create an enabling environment for the creation of new knowledge;
- b. safeguard the rights of researchers to their scholarly works;
- c. promote innovation to enhance IP-generating activities;
- d. provide researchers with opportunities for funding of research;
- e. promote dissemination of research findings and innovations through a timely and efficient means of technology transfer;
- f. facilitate the effective use of inventions/innovations such that the public derives maximum benefit;
- g. support effective management of the University's intellectual assets.
- h. ensure that research, inventive or innovative technologies created by the University are transferred to industry for the development of beneficial and ethically acceptable processes, products and services;
- i. offer equitable returns to inventor(s) and university; and
- j. contributes to the social and economic development of Ghana.

### **9.3 Policy scope**

This Policy applies to all academic and non-academic employees, full- and part-time, students of all categories of the University and researchers/inventors/innovators/creators with a binding relationship, be it through established law, collective or individual agreement with the University. It also applies to visitors who conduct research at the University, unless a prior agreement has been reached otherwise.

The Policy does not apply if a clear agreement to the contrary was reached between researchers/inventors/innovators/creators and the University before the date of approval of this Policy.

To be abundantly clear, the Policy also applies to all IP created and rights attached to them effective on or after the date of approval of the Policy by the University Council.

This Policy relates to two categories of IP:

#### **Industrial property:**

- a. Patents (inventions) and Utility model ("minor inventions")
- b. Industrial designs

- c. Trade secrets
- d. Trademarks or designations
- e. Commercial names
- f. Geographical indications (product or concept peculiar to a geographical area)

### **Copyrights and related rights:**

- a. Scholarly works
- b. Literary works
- c. Computer software/programs
- d. Artistic works
- e. Artistic performance

#### 9.3.1 Policy principles

The Policy is underpinned by the following principles:

- a. **Assignment of rights:** a person or entity may be granted exclusive rights by the University to an IP for commercial returns. In this situation, an IP Assignment Agreement shall be established formalising the two parties' agreement for the sale and purchase.
- b. **Breach:** in the event of a breach of this Policy, the University's normal procedures in line with the law will apply.
- c. **Commercialisation:** the University shall promote the use of research findings and development of inventions and innovations for societal benefit. To this end, it is necessary to set up a Technology Transfer Unit (TTU) to serve as an interface between academia and industry. The TTU, working with the creators/inventors, is responsible for developing plans to commercialise research findings addressing a wide range of issues. The University is obliged to absorb all losses related to commercialising an IP.
- d. **Confidentiality:** all categories of people to whom this Policy applies shall keep confidential the University's business secret, which could be harmful to its financial, business or market. To this effect, a confidential disclosure agreement form will be available.
- e. **Conflict of interest:** Commercialisation activities that involve employees/staff or students shall be subjected to a review of potential conflict of interest. If an employee/member of staff does consulting work with a third party, they must ensure that their consultancy agreements do not conflict with the provisions of this Policy.
- f. **Disclosure:** persons covered by the scope of this Policy shall identify and disclose draft publications and associated scientific results to DoR before they are published.

- g. **Distribution of revenue/royalty:** as an incentive, inventors shall receive an incentive following the commercialisation of an IP; the principle governing the sharing formula is an equal share of net income between the inventor and University after accounting for all expenses incurred. Where the invention is the product of the efforts of more than one person, sharing shall be proportional to the individuals' contribution indicated in the official Invention Disclosure Form.
- h. **Dispute resolution:** in all cases, a dispute between parties shall first be referred to mediation (a person or designated body established for expeditious conflict resolution). Thereafter, arbitration shall ensue under the Alternative Dispute Resolution Act (2010), thence to the University Appeals Board and High Court. However, if a dispute is legal, relevant legal provisions will apply.
- i. **Implementation, administration and management:** the IPU under DoR is charged with enforcing, implementing, administering and managing this Policy, while Deans and Directors are responsible for ensuring compliance of students and staff in their respective domains. University management needs to develop guidelines and provide relevant documents to facilitate the execution of the Policy, which shall take immediate effect once adopted by Council. Any breach constitutes a violation of University policy and is subject to disciplinary action.
- j. **Monitoring and evaluation:** monitoring is mandatory to assess the achievement of objectives, facilitate decision-making on improving performance and ensure accountability. Review and evaluation during (mid-term) and after implementation shall be undertaken to achieve intended objectives.

### 9.3.2 Ownership of IP

Ownership depends on specific circumstances surrounding the creation of the IP:

- a. **Creator-owned:** this occurs in two circumstances:
  - i. where an employee has not used significant University resources; and
  - ii. where the IP has not resulted from sponsored research or from an agreement that assigns ownership to a third party.
- b. **University-owned:** this will occur in two circumstances, namely:
  - i. where IP is created from the use of significant University resources, funds, facilities, time, office space, administrative support and others; and
  - ii. where IP results from university-commissioned work.
- a. **Collaborative research:** where the IP results from university-university or inter-institutional collaboration, collaboration between the University's employee or student with an employee, student or staff of another university with a different institution, staff, employee or student of another institution:

- i. terms in the collaboration agreement will determine ownership.
  - ii. ownership will reside with the University, but with the collaborator given a non-exclusive royalty-bearing licence to the IP.
- b. Copyrights:** the University shall have an automatic non-exclusive, royalty-free, non-transferable and irrevocable license on all copyrightable works created for its academic purposes waived for teaching materials, textbooks and research publications by an employee, which individuals may publish for their benefit.
- e. Sponsored research:** the following shall apply:
- i. where IP results from sponsor-funded research with a research, grant agreement or involves a Confidentiality Disclosure Agreement, Material Transfer Agreement, or other legal obligation, ownership shall be determined by the terms of the grant or agreement as approved by the University.
  - ii. alternatively, ownership shall be discussed in good faith by the University and sponsor and determined on a case-by-case basis.
  - iii. alternatively, the IP would be owned by the University, which may grant the sponsor a non-exclusive royalty-bearing licence to the IP based on reasonable terms and conditions.
  - iv. Where government-funded research is involved, ownership of an IP created belongs to the University.
  - v. The University would grant the Government a non-exclusive royalty-bearing licence to the IP and may take steps to commercialise the IP where it is found to be of commercial value.
- c. Student work:** a student owns copyright in thesis and dissertations and works derived from such works, subject to a royalty-free licence to the University to reproduce and publish the work.

Exceptions to the above are where:

- i. Significant University resources have been used by the students in the research.
- ii. The University provides the student financial support for research, such as grants.
- iii. The student is commissioned to do the research.
- iv. The student is under the contractual obligation of sponsors/sponsors as in the case of sponsored research.
- v. Research is conducted collaboratively with others, such that joint ownership results.

**d. Visitors:** for all visitors to the University who intend to undertake research, two conditions apply:

- i. They must disclose their background IP relating to the work they will undertake at the University to DoR.
- ii. They must declare any IP created at the University during the visit.

## **10 OWNERSHIP OF INTELLECTUAL PROPERTY**

### **10.1 Employees of the University engaging in research/innovation/invention**

An employee of the university shall cede to the University ownership rights to any IP created through research/innovation/invention using the University's name and resources.

An employee of the University shall retain ownership rights to any IP created through research/innovation/invention without using the University's name and resources.

### **10.2 Employees of SDD-UBIDS engaging in research//innovation/invention in other institutions**

An employee of the University shall cede to the University ownership rights to any IP created through research/innovation/invention using the University's name and under the authority of the University while working in other institutions.

An employee of the University shall retain ownership rights to any IP created through research/innovation/invention without using the University's name and not under the authority of the university while working in other institutions.

## **11 Non-employees engaging in research/innovation/invention in UBIDS**

A non-employee of the University shall cede to the University ownership rights to any IP created through research/innovation/invention in the University.

### **11.1 Student thesis and copyright issues**

Students at the University are the copyright holders of their theses and articles unless a supervisor makes a significant contribution to the work as a co-author.

### **11.2 Intellectual property jointly created by students and staff**

Students and staff at the University shall retain ownership rights to any IP created research/innovation/invention unless authorised by the University.

### 11.3 Independent work

Any person shall retain ownership rights to any IP created by working independently.

## 12 IDENTIFICATION, DISCLOSURE AND COMMERCIALISATION OF IP

- a. The University encourages its Researchers to identify research results with potential commercialisation value, which may enhance the reputation of the University by bringing them to public use and benefit.
- b. The *IPU* is responsible for the protection and commercialisation of the University's IP. The Inventor(s), however, shall be consulted in each phase of the procedure.
- c. Researchers/Inventors/Innovators/Creators, whose work is covered by an IP agreement, shall be required to present in writing the draft publications containing scientific results to the person or Unit designated by the University before publishing them and shall state in writing that to the best of their knowledge such works do not contain any results for which protection may be obtained or which can be exploited in any way.
- d. Researchers/Inventors/Innovators/Creators are obliged to disclose all IP falling within the scope of Section 6 to the *person or Unit designated by the University*. In this context, the Inventor(s) must immediately register the IP at the appropriate IP offices in and outside Ghana in conjunction with DoR. The IPU of DoR will be the lead consultant in taking appropriate steps and measures to ensure the patent registration and acquisition for the Researchers/Inventors/Innovators/ Creators.
- e. Copyrighted Works shall be excluded from the disclosing obligation set out in Paragraph (1.3.), except for those developed in the performance of a sponsored research or other third-party agreement.
- f. Since the protection and successful commercialisation of every invention, innovation or creativity will depend on its prompt registration as an IPR at the appropriate IPR office(s), Researchers/Inventors/Innovators/Creators are required to disclose all potentially exploitable IPR as soon as they become aware of them. The disclosure must be made in writing by completing the IP Disclosure Form available from *IPU*.
- g. Researchers/Inventors/Innovators/Creators shall fully disclose all research activities and results relevant to the potential IP rights and provide information about themselves, in particular, the percentage of their contribution to the invention or creation which has potential IP rights and the circumstances under which it was created. Detailed description of the invention shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility to industrial application become explicit and clear-cut for a person skilled in the art.
- h. In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information. The date of disclosure shall be the day on which the IPU of the University receives the full disclosure signed by all Inventors.

- i. If an Inventor is in any doubt over the ownership of an innovation or creation, or whether it is potentially commercially exploitable, as innovation or creation then the Inventor should submit a disclosure to the IPU of the University for consideration before making public disclosure of the IP.
- j. Premature disclosure may compromise the registration, protection and commercialisation of innovation or creation. To avoid any loss of potential IPR and their benefits, Researchers/Inventors/Innovators/Creators are required to make reasonable efforts to identify IP early in the development process and consider the consequent impacts of any public disclosure.
- k. After full disclosure of all relevant information, the IPU of the University shall record all creations and innovations, which are potential IPR in its register. When such innovations and creations are finally registered as IP rights, the same designated unit by the University shall record them in a register of IP rights.
- l. The IPU of the University shall determine whether any agreements provide for the sharing of IPR or other obligations override those set out in this Policy. Provisions of related Research Agreements may require the assignment of certain IP rights in full or in part. In case of assignment, the procedure for protection and commercialisation shall be governed by a separate agreement concluded between the University and other concerned parties. In all other cases, the procedure set out in this Policy shall apply.
- m. The IPU shall notify the relevant Head of Department, within thirty 30 days, about all disclosures. The notification involves a short abstract of the potential IP Rights and the name of the Inventor(s).
- n. After the date of disclosure, the IPU shall immediately commence the evaluation of the innovation and creation regarding its potential registration as IP Rights in conjunction with an IP expert or an IP office. Based on the results of the pre-evaluation, a recommendation on whether to register the innovation and creation as IP rights shall be forwarded to the IPU to take the final decision on behalf of the University. Such a recommendation shall be forwarded within 14 days from the date of disclosure. The final decision shall be taken within 21 days from the date of disclosure.
- o. Inventor(s) shall be informed of the decision within 30 days from the date of the decision in writing.
- p. The IPU shall carry out a complete evaluation of every registered IP right designated by the University and shall carry out a complete evaluation of the IP with particular attention to possible methods of the protection of the IP and its business opportunities.
- q. The Inventor(s) shall closely cooperate with the IPU designated by the University, the patent attorney or any other IP experts involved or engaged by the University. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the IP by providing information, attending meetings and advising on further development

- r. The IPU shall, within a reasonable time not exceeding 30 days, commence the process for acquiring legal protection, if needed, and shall proceed with all due diligence to obtain protection. Public disclosure of research results made before obtaining the right of priority concerning a specific IP application highly jeopardises the proper protection of the related IP rights. Therefore, Inventor(s) are requested to avoid any public disclosure of research results before filing such applications. The University shall endeavour to avoid undue delays in publications.
- s. The IPU and the Inventor(s) shall jointly determine an appropriate commercialisation strategy as part of the evaluation process within one month from the date of the University's decision. The strategy will outline the tasks of each concerned party in the commercialisation process and establish deadlines for the specific actions
- t. The Unit shall be responsible for carrying out the commercialisation plan and it shall submit specific proposals, such as draft agreements or business plans, to the person or Unit appointed by the University for decision-making.
- u. Commercial decisions, such as those concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis by IPU, giving due consideration to all circumstances.
- v. The University may decide not to apply for the registration of innovations and creations as IP rights or it may withdraw a pending application if it is more appropriate for commercialisation to treat the potential and relevant IP rights as confidential know-how, secret, and others.

IP that does not fall within the scope of Section 9.6 may also be disclosed to the University by Researchers/Inventors/Innovators/Creators under the terms of this Policy. In such cases, the University shall decide, within 30 days from the full disclosure of all relevant information, whether to exploit the IP. If the University decides to undertake the protection and commercialisation of the IP, the rules set out in this Policy shall apply.

- w. Expenses incurred in connection with the protection and commercialisation of IP shall be borne by the University.
- x. During the evaluation and commercialisation period, the full description of the IP shall be disclosed to third parties under a confidentiality agreement.

### **13 TECHNOLOGY TRANSFERS**

Technology transfer is the process through which research findings, inventions, and innovations developed within the University are translated into practical applications and commercial products, benefiting society and contributing to economic development. The effective transfer of technology requires collaboration between the University and industry, government agencies, and other research institutions. This will involve the following steps:

- a. **Identification and Disclosure:** Researchers and inventors identify research findings and innovations with commercial potential. Potentially patentable or commercially viable inventions must be disclosed to the IPU using the **Intellectual Property Disclosure Form (Appendix 1)**.
- b. **Protection of IP:** The IPU will be responsible for evaluating the disclosed inventions to determine their commercial potential. Steps are taken to protect IP through patents, trademarks, copyrights, or other suitable means. The University shall cover the costs associated with protecting and maintaining IP rights.
- c. **Commercialisation:** The IPU shall develop commercialisation strategies for each protected invention, which may include licencing agreements, partnerships, or forming spin-off companies. The IPU shall negotiate and execute licencing and assignment agreements with external entities.
- d. **Revenue Sharing:** Revenue generated from commercialisation shall be distributed according to the University's guidelines. Inventors will receive a fair share of the net income derived from the commercialisation of their inventions.
- e. **Collaboration and Partnership:** The University seeks collaborations and partnerships with industry, government agencies, and other research institutions. Formal agreements shall govern collaborations and partnerships, detailing IP rights, revenue sharing, and confidentiality provisions.
- f. **Monitoring and Evaluation:** The IPU shall regularly monitor technology transfer activities and evaluate their impact. Annual reports on the outcomes of technology transfer activities will be provided to University Management.
- g. **Confidentiality:** Confidentiality of proprietary information and IP shall be maintained by all parties involved in technology transfer activities. Confidentiality agreements shall be executed to protect sensitive information during negotiations and collaborations with external entities.

## **14 DISTRIBUTION OF BENEFITS/ROYALTIES AND MOTIVATION FOR RESEARCHERS/INNOVATORS/INVENTORS/CREATORS**

The net royalty income generated from commercialising any IP will be distributed within the first quarter following the end of each academic year. Royalties will be allocated to the inventor(s), department(s), faculties/schools, central administration IPU and research centres.

### **14.1 Guidelines for Revenue and Royalty Distribution**

- a. Deduct 5% from the gross income for administrative expenses.
- b. Deduct other costs such as patent filing, maintenance fees, and marketing expenses from the gross income.

- c. Inventors receive 60% of the net income.
- d. Departments or Research centres receive 20% of the net income.
- e. Colleges, Faculties, or Schools receive 10% of the net income.
- f. The Central Administration of the University receives 10% of the net income.
- g. If an inventor or author is found to have materially breached a sponsored research agreement, the IPU may, at its discretion and following an investigation by the Disciplinary Committee, deny them a portion of the royalty income from inventions arising from the breached agreement.
- h. Unless specified otherwise by research contract obligations, royalties distributed to departments and centres will be based on:
  - i. The College, School/Faculty, Department, or Centre that managed the research contract from which the invention arose.
  - ii. The academic Departments to which inventors are affiliated, if any.
  - iii. If a research contract is managed by multiple departments or centres, the share will be divided among those departments or centres according to the inventors' affiliations.

## **15 EXTERNAL SPONSORSHIPS AND PARTNERSHIPS WITH THIRD PARTIES**

- a. Before initiating any research activity with a third party, researchers must ensure that all terms and conditions of the collaboration are documented in a written agreement, referred to as the *Research Agreement*.
- b. Researchers, inventors, innovators, and creators are not permitted to enter into Research Agreements with third parties on behalf of the University unless authorised by an official University representative.
- c. Individuals acting on behalf of the University must exercise due diligence when negotiating and signing contracts that impact the University's IP rights. The University will implement appropriate procedures or appoint a unit to ensure the University's interests are adequately represented.
- d. In certain situations, it may be advantageous for the University to enter into Research Agreements with external sponsors or third parties that deviate from this Policy.
- e. Depending on the intellectual and financial contributions of the University and the third party to the creation of the IP, it may be appropriate for either party to obtain specific IP rights and/or share the revenue generated from its commercialisation. The principal investigator or team leader is responsible for developing revenue-sharing modalities before starting the initiative. A copy of these modalities must be submitted to the IPU in advance.
- f. In the absence of an agreement as defined in Section 15a, the University's policy is to distribute IP rights among the cooperating parties in proportion to their contributions to the creation of the IP.

- g. To establish the contribution proportions and prevent disputes, cooperating parties must maintain regular, well-documented records of their research activities, signed by all involved.
- h. The agreement mentioned in Section 15a must include provisions concerning:
  - i. IP and associated rights that already existed at the University before the agreement.
  - ii. IP and associated rights arising from research activities after entering the agreement.
  - iii. Requirements for maintaining confidentiality.
  - iv. Terms for public disclosure.
  - v. Any other relevant provisions.
- i. Any confidentiality clause in a Research Agreement aiming to delay public disclosure for protection should not typically exceed 12 months from the notification of the intent to publish.
- J. Before execution by the appropriate designated authority, a full copy of the proposed agreements and other legal statements concerning the University's IP rights must be submitted to the person or unit designated by the University for review and advice.

## **16 CONFLICT OF INTEREST/COMMITMENT AND CONFIDENTIALITY**

- i. A Researcher/Inventor/Innovator/Creator employed by the University should prioritise their time and intellectual contributions towards education, research, and academic programmes in the University.
- ii. Researchers/Inventors/Innovators/Creators must ensure that any agreements they enter into with third parties do not conflict with their responsibilities to the University and this Policy. This is especially relevant for private consultancy and research service agreements. Researchers/Inventors/Innovators/Creators must communicate their obligations to the University to those they engage with and provide them with a copy of this Policy.
- iii. Researchers/Inventors/Innovators/Creators must keep the University's confidential information private. This includes any facts, information, solutions, or data related to research conducted at the University, the public disclosure of which, or access by unauthorised individuals, could harm or threaten the University's legal, financial, economic, or market interests.
- iv. When communicating with third parties, Researchers/Inventors/Innovators/Creators must exercise due diligence regarding confidentiality provisions. A Confidential Disclosure Agreement form should be available for use by Researchers/Inventors/Innovators/Creators.
- v. If any uncertainties arise concerning conflicts of interest or confidentiality issues, Researchers/Inventors/Innovators/Creators should seek advice from the IPU.

- vi. Researchers/Inventors/Innovators/Creators are required to promptly report any potential or existing conflicts of interest to the designated person or unit at the University to find a satisfactory resolution for all parties involved.

## **17 INTELLECTUAL PROPERTY IMPLEMENTATION ARRANGEMENTS IN THE UNIVERSITY**

- a. 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.
- b. The IPO is responsible for the IPU and shall perform the following functions:
  - i. Provide support to an ad hoc committee comprising the Inventor, the Dean of the relevant School/Faculty, an expert in the invention area, and the Director at DoR.
  - ii. Review applications for patent grants for inventions and registers utility models and industrial designs.
  - iii. Review applications for registering marks (including internet domain names), geographical indications, and integrated circuits.
  - iv. Register technology transfer arrangements, resolves disputes involving technology transfer payments and develops strategies to promote and facilitate technology transfer.
  - v. Promote the use of patent information as a tool for technology development.
  - vi. Regularly publish information on patents, marks, utility models, industrial designs issued and approved, and registered technology transfer arrangements.
  - vii. Liaise with government agencies and the private sector to enhance the protection and enforcement of IPR within the University.
  - viii. Administratively adjudicate cases affecting IPR.

## **18 INTELLECTUAL PROPERTY AND LEGAL CONSIDERATIONS**

- a. The legal handling of IP of the University hinges on Ghana's legislation that regulate IP, mainly: the Copyrights Act 2005 (Act 690), Trademarks Act 2004 (Act 664) and Patents Act 2003 (Act 657).
- a. The person exercising the authority of employment on behalf of the University shall ensure that the employment contract or other agreement establishing any type of employment relationship between the University and the Researcher/Inventor/Innovator/Creator includes a provision placing the Researcher/Inventor/Innovator/Creator under the scope of this Policy.
- b. Students, including undergraduate, graduate and postdoctoral fellows of the University undertaking research shall be bound by this Policy.
- c. The person authorised to agree on behalf of the University shall ensure that Researchers/Inventors/Innovators/Creators not employed by the University, including Visiting Researchers, sign an agreement to be bound by this Policy and an assignment agreement in respect of ownership of IP created by them in the course of their

activities that arise from their association with the University before commencing any research activity at the University.

- d. The University, acting through the designated person or body, may make special arrangements that are needed to meet prior obligations of Visiting Researchers. Any such requested special arrangements shall be assessed and decisions shall be taken on a case-by-case basis by the person or Unit designated by the University.
- e. Special arrangements may be needed for research activities pursued by a Researcher employed by the University, but working in another institution as an academic visitor. In such cases, the Researcher may be required by a third party to sign any document which might affect the University's IP Rights. To avoid any subsequent disputes, the Researcher is not permitted to sign any such documents without the written approval of the person or Unit designated by the University. The approval shall not be denied if no University IP rights are being affected. If such a document affects the University's IP Rights, the University shall initiate negotiations to agree with the third party.
- f. Rights and obligations under this Policy shall survive any termination of enrolment or employment at the University.

## **19 BREACH OF RULES ON IP**

Breach of the provisions of this Policy shall be dealt with under the normal procedures of the University by the relevant provisions of law.

## **20 ENTRY INTO FORCE OF THE POLICY**

This Policy shall come into effect after it has received approval from the Council of UBIDS and gazetted by the Registrar of the University.

All agreements concluded by the University and the Researchers/Inventors/Innovators/Creators at an earlier time shall be governed by the provisions of the Policy in effect at the time of the signing of such contracts.

## **21 REVIEW AND AMENDMENTS**

The policy shall be subject to periodic reviews and changes to conform to contemporary trends. The entire policy shall, however, be reviewed every five (5) years. The Academic Board of the University shall be responsible for reviewing the policy as and when necessary.

## **22 REFERENCES**

Government of Ghana, Copyrights Act 2005 (Act 690).  
Government of Ghana, Patents Act 2003 (Act 657).  
Government of Ghana, Trade Marks Act 2004 (Act 664).

University of Ghana, Intellectual Property Policy, Office of Research, Innovation and Development (ORID)

## 23 APPENDICES

### 23.1 Appendix 1

**UNIVERSITY OF BUSINESS  
AND INTEGRATED DEVELOPMENT STUDIES  
INTELLECTUAL PROPERTY POLICY  
APPLICATION FORM**

#### DESCRIPTION OF THE TECHNOLOGY

1. **Title of the technology** (non-confidential information)
2. **Brief description of the technology** (non-confidential information, 3-4 sections, given in a language easily understandable by investors and other persons not skilled in the art).
3. **Description of the technology** (confidential information, 10-15 sections)
4. **Novelty and advantages of the technology** (please, refer to publications to help understand the novelty of the technology through the present state of the art and provide an insight into the general development of the technology).
5. **Areas of exploitation. Please, refer to all potential fields of application.** (Who may be interested in the exploitation of the technology? Please, introduce the uniqueness of the product or service, which could be developed by using this specific technology).
6. **Phase of development and proof of concept** (Please, present any practical application of the technology).

Department: .....

Contact Person: .....

Phone Number: .....

Email: .....

Date of Submission: .....

## 23.2 Appendix 2

### INVENTORS' FORM

**Who is/are the inventor(s)/inventor(s)/creator(s)/researchers of the technology?** (Please, list all inventors, who made intellectual contribution to the creation of the technology).

Full Name	Type of relationship between inventor/creator and the University	Percentage (%) contribution	Department/Organisation	Contact details (Email and phone number)
		%		
		%		
		%		
		%		

## 23.3 Appendix 3

### RESEARCH FUNDING AND COLLABORATION

1. Please, specify the financial resources used for the research and development of the technology.

Type of Fund	Duration of the Contract	Name of the entity providing financial support

2. Please, list all third parties collaborating during the research work

.....

3. Please, attach a copy of all agreements or other legal statements relating to the research activity to this form.

.....

4. Have any materials (computer software, reagent, cell line, antibody, plasmid, chemical compound, etc.) been transferred to a third party during the development of the technology? If yes, please give details of it.

.....

5. Have you ever disclosed the technology in full or in part to any third party? If yes, please give details of it and attach a copy of all relevant confidentiality agreements to this form.

.....

All information provided in this form will be treated confidentially by the University. I, the undersigned inventor/inventors, hereby declare that I am/we are aware of the provisions of the University's IP Policy and agree to be bound by it.

Name of Inventor 1.....Date.....Signature.....

Name of Inventor 2.....Date.....Signature.....

Name of Inventor 3..... Date.....Signature.....