# PROPOSED ABIOLA AJIMOBI TECHNICAL UNIVERSITY IBADAN INTELLECTUAL PROPERTY AND COMMERCIALIZATION POLICY TOGETHER WITH NON-DISCLOSURE AGREEMENT

## 1.0 PROPOSED ABIOLA AJIMOBI TECHNICAL UNIVERSITY IBADAN (TECH-U) INTELLECTUAL PROPERTY POLICY

### 1.1 Preamble

Intellectual property (IP), in its broadest form, is the manifestation of ideas, creativity, and invention in a tangible form. This Intellectual Property Policy Document (hereinafter referred to as the "IP Policy") is meant to provide guidance for the faculty, staff, students, research scholars, collaborators, visitors, and others linked to the Abiola Ajimobi Technical University Ibadan (Tech-U) on the guidelines and rules to be followed regarding the intellectual property right (IPR) and obligations including the nature of the intellectual property, ownership of IP, exploitation of IP, transfer of technology and confidentiality requirement, setting out the creativity and rules of the institution on how to accurately identify, evaluate, protect and manage IP for its further development, usually for commercialisation. The IP policy of Tech-U aims to promote innovations and facilitate the conversion of innovative works into IP. The IP policy is to safeguard the principles of academic flexibility, make available a fair share of the benefits to all those involved in the creation of IP and technology transfer, and benefit materially from the generation of IP. The IPR Policy is expected to promote academic freedom for research and development and provide a beneficial environment to the IP creators with a due incentive system. The initiative has been undertaken in recognition of the stark reality that most Tech-U faculty, staff, and students are predominantly engaged in teaching and basic research and missing out on the opportunity to become the birthplaces of pioneering discoveries, innovations, and inventions that can enhance the quality of lives of millions of Africans and the world at large.

The intellectual property includes:

**Copyright**: A right that arises automatically if certain conditions are met; it protects original works of authorship as soon as an author fixes the work in a tangible form of expression. It protects a wide variety of works, including but not limited to original literary, dramatic, musical, and artistic works, software, film, e'books, sound recordings, and broadcasts.

**Patents**: - An exclusive right granted for an invention. It protects inventions, such as products or processes, which are new and are not an obvious **(easily perceived)** development of what has been done before.

**Trade Marks**: A recognisable insignia, phrase, word, or symbol that denotes a specific product of one undertaking (i.e. a company/organisation) and legally differentiates it from all others of its kind.

**Design Rights**: Protects products' unique visual design. They do not protect an idea but rather the visual appearance of products. Under design rights are registered rights that confer a monopoly, as well as unregistered rights that give lesser protection.

## 1.2 Objectives

The objectives of the Tech-U Intellectual Property Policy are to:

i. promote and safeguard the IP interests of faculty, staff, students, collaborators, and visitors of Tech-U in the creation of IP;
ii. ensure compliance with applicable laws and regulations governing intellectual property rights;
iii. make available a policy for the dissemination of the Tech-U IP for commercial use for the general public while safeguarding the interests of the inventors or licensees of such property;
iv. uphold and entrench (establish) the principles of academic integrity and ethics to ensure honesty and responsibility in scholarship;
v. provide legal support, as the Tech-U deems necessary, to defend and protect the interests of the Tech-U IP against unauthorized use;
vi. provide standard procedure and organizational structure through which inventions and discoveries made in the course of the University research may be made readily available to the public;
vii. develop an institutional mechanism for the Transfer of Technology to disseminate the technologies, inventions, materials, and products developed by Tech-U for commercialisation through licensing;
viii. attract sponsored research funding and collaboration at all levels by pursuing the highest ideals of scholarship;
ix. ensure that both intellectual property and other products of research are made available to the public through an efficient and timely process of technology transfer; and

x. create an environment that encourages and expedites the dissemination of discoveries, creations, and new knowledge generated by researchers for the benefit of the public.

## 1.3 Scope of the Policy

To harmonise the various conflicting interests of stakeholders and achieve broad-based objectives, this intellectual property policy addresses, amongst others, the following issues.

i. coverage of intellectual property policy
ii. ownership of intellectual property
iii. disclosure of intellectual property;
iv. IP Information disclosure and protection (right and obligation of University and Inventor)
v. commercialisation of IP; and
vi. distribution of net income.

This policy shall apply to all researchers who have established a legal relationship with the University based on which this policy binds the research. Such a legal relationship may arise pursuant to the provision of law, collective agreement, or individual agreement. This Policy shall apply to all intellectual property generated at Abiola Ajimobi Technical University Ibadan, particularly by academic staff, non-teaching staff, students, collaborators, research scholars, and visitors. The policy would cover patents and all types of inventions; copyright and related rights; trademarks and service marks; geographical indications; traditional knowledge; trade secrets and know-how; integrated circuits or layout designs; tangible research property (TRP); genetic resources; cultural expressions and socio-cultural innovations; and utility models. The Policy would also cover insignia, marks, and symbols, including, but not limited to, the official seal, logo, and domain name of the University.

## 1.4 Application and Coverage of the Intellectual Property Policy

The IP policy, which is amendable from time to time, must be accepted by all the stakeholders who use Tech-U facilities and resources or who participate in the University research to develop intellectual property. Specifically included are all full and part-time faculty and non-faculty staff, students (undergraduate, postgraduate and visiting students) who participate in research and use Tech-U facilities, collaborators, research fellows, and visitors to the University, whether academic collaborators from other universities or collaborators from industry, and non-employees

who use Abiola Ajimobi Technical University Ibadan funds, facilities or other resources, or participate in the University-administered research, including visiting faculty, industrial personnel and fellows, regardless of obligations to other companies or institutions. It is also the policy of the institution that all potential inventors who participate in a sponsored research project and/or make use of institution-supported resources shall be informed of this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by Abiola Ajimobi Technical University Ibadan management. All inventors of intellectual property shall execute the appropriate documents required to set forth effective ownership and rights as specified in this policy.

## 1.5 Subject Matter of the Policy

This policy covers all intellectual trade and services as defined in the part of the policy and laws governing the same in Nigeria, including but not limited to patents, trade and service marks (including the logo of Abiola Ajimobi Technical University Ibadan), industrial designs, copyrights, utility models (such as Indigenous innovations), discoveries, indications of geographical origin, new plant varieties, trade secrets (confidential data or information, including formulae, patterns, compilations, programmes (series of coded software), devices, methods, techniques, or processes used in research and business), technology-based materials in online courses and distance learning, research proposals, indigenous and traditional knowledge as well as any other intellectual property-related assets that may be created by persons covered under this policy.

## 1.6 Ownership of Intellectual Property

Abiola Ajimobi Technical University Ibadan shall co-own any property that is made, discovered, created, or designed, by its members, faculty and staff, research students, post-doctoral associates, adjunct professors, collaborators, visiting scholars in the course of their employment and responsibilities, and/or makes significant use of Abiola Ajimobi Technical University Ibadan's resources. Abiola Ajimobi Technical University Ibadan shall ensure that its members of staff, research students, and visiting scholars, are made aware of their duty to assign to Abiola Ajimobi Technical University Ibadan co-ownership of all inventions, creative or artistic works, or any other intellectual property assets developed in the course of their research while at Abiola Ajimobi Technical University Ibadan or anywhere using Tech-U resources.

### 1.6.1 Employees of the University

i) All rights in Intellectual Property devised, made, or created by an employee of the University in the course of his or her duties and activities of employment shall be jointly owned by the University and the inventor(s)

ii) Intellectual Property created in the course of or pursuant to a sponsored research or other type of agreement with the third party shall belong to both parties in accordance with the terms of such agreements initially entered before the development of the IP.

iii) If an employee of the University creates Intellectual Property outside the normal course of his or her duties of employment, with the use of University Resources he or she will be deemed to have agreed to jointly own the IP Rights in such Intellectual Property with the University as consideration for the use of University Resources.

iv) Abiola Ajimobi Technical University Ibadan acquires co-owneship in all intellectual property of any new and useful process of discovery, machine development, manufacture, or improvement thereof made or conceived by an individual, provided such invention and /or copyrightable work was made utilizing facilities, equipment, funds, or other contributions of Abiola Ajimobi Technical University Ibadan, however the University shall compensate the inventor financially or with other incentives including but not limited to promotion, subject to all pre-existing agreements.

v) Copyrightable and Inventions or works made by an employee/inventor/author/researcher exclusively on his or her own time and without the aid of any of Abiola Ajimobi Technical University Ibadan resources are the sole property of the employee/inventor/author/researcher. Also, copyright/patent from such invention/copyright works should be packaged not involving the name, facilities, or resources of Abiola Ajimobi Technical University Ibadan. To avoid conflict of interest, the employee/inventor/author/researcher should not patent an invention/copyright works that are in the specific field of the investigator's work in Abiola Ajimobi Technical University Ibadan's research programs without written permission from Abiola Ajimobi Technical University Ibadan. Time spent in administering such patents/copyrights should conform to the Abiola Ajimobi Technical University Ibadan policy on outside activities by an employee. This provision is subject to the invention not being closely related to the inventor/author's duties in the University, and the inventor/author being able to defend his/her assertion that the copyrightable work or invention was developed without the aid of any of Abiola Ajimobi Technical University's facilities or resources.

vi) All intellectual property developed solely through staff efforts or in collaboration with other legal entities and institutions, prior to the appointment of staff as employees of the University, remains the sole property of the member of staff.
vii) Rights related to Intellectual Property that is created during an academic visit by the employee of Abiola Ajimobi Technical University Ibadan to another University shall be governed by an agreement between Abiola Ajimobi Technical University Ibadan and the other University.
viii) Intellectual Property resulting from the work of, or created in the course of a Visiting Researcher's University-related activities shall be jointly owned by Abiola Ajimobi Technical University and the Researcher's Institution. Such individuals will be treated as if they were University employees for the purposes of this Policy.
ix) Abiola Ajimobi Technical University Ibadan owns all course structures developed for teaching at the University.
x) Tech-U shall retain the co-ownership of rights to intellectual property that might have been conceived, created, or developed as a direct result of University duties.
xi) Tech-U shall retain the co-ownership of rights to any physical object embodying (representing) University intellectual property.
xii) Tech-U shall retain the joint-ownership of rights to Copyrighted material created as a "work made for hire" (works whose ownership belongs to a third party rather than the creator) by operation of the Copyright Act or pursuant to a written agreement transferring copyright to the University.

### 1.6.2 Ownership of Intellectual Property in Students' Work

1.6.2 The University shall co-own all IP derived by students (undergraduate and postgraduate) in the course of their studies in the University. For IP, derived from student theses ownership shall be between the University, students and supervisor. The following exceptions shall apply

a) The IP is owned by the students if the work is not related to the student discipline and he/she does not use University resources.

b) The work is done outside the University and is not related to the students' discipline.

#### 1.6.2.b Copyright

All rights in Copyrighted Works are owned by their creators, regardless of the use of University Resources. Copyrighted Works specifically commissioned by the University or developed in the performance of a sponsored research or other third-party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.

However, the university shall have a license free right to use, publish, reproduce such works in whatever form for its teaching, research and academic purposes upon notification of the owner.

### 1.6.3 Treatment of Intellectual Property Rights Arising from Sponsored Projects

(i) Abiola Ajimobi Technical University Ibadan retains an exclusive, non-transferable, irrevocable, royalty-free, worldwide license on the invention or to copyrightable material produced under sponsorship from the Federal, State, or Local Governments in Nigeria. However the sponsor shall be granted non exclusive access to the use of the IP

i) Ownership of any intellectual property (including exempted scholarly works) that is made, discovered, or created in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a material transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of the grant or agreement, as approved by the University, although normally the University would claim ownership.

ii) Where Abiola Ajimobi Technical University Ibadan is a joint inventor with one or more individuals from other institutions or business entities Or where the background IP is provided by the entities. and where income is shared between the participating entities, the patents are normally jointly owned by the participating institutions, and the rights to use the invention and the distribution of royalties among the institutions generally negotiated after confidential disclosure of the invention, but before the patent application is filed.

(iv) The university shall concede ownership to the company, if the work is based on the company product improvement or existing company IP. This shall be subject to the company fulfilling its obligation as laid out in the contract agreement.

### 1.7 Surrender of Intellectual Property to an Individual

In the event that Abiola Ajimobi Technical University expresses no interest in seeking patent, copyright, or any other IP rights protection, the University shall assign its rights in the invention or creation, subject only to sponsorship restrictions. Provided that the University shall still retain its rights to a non-exclusive, non-transferable, irrevocable royalty-free on the invention for research and educational purposes. Where it is in the interest of Abiola Ajimobi Technical University, it may retain ownership of the invention but give a sole license to the inventor(s).

### 1.8 Disclosure Principles

Persons covered under this policy shall disclose to the Intellectual Property and Technology Transfer Office (IPTTO) any information available to them in the course of carrying out research that could potentially lead to intellectual property asset(s).

Abiola Ajimobi Technical University Ibadan shall:

i) ensure that a system is put in place to assist persons covered under the Tech-U IP policy to disclose any information acquired, developed, or accessed while dealing with or using the University resources;
ii) ensure that IP Disclosure Forms are designed and available for inventors and researchers;
iii) ensure that the information disclosed is kept confidential;
iv) ensure maximum protection and utilisation of an invention or creation, the inventor/creator must disclose such invention by submitting a duly completed invention disclosure form at Tech-U IPTTO Office;
v) ensure that those who access or deal with the disclosed information sign separate undertakings that bind them not to disclose the said information to third parties unless authorized in writing by the University, in consultation with the researcher;
vi) ensure the invention disclosure form is accompanied by a memorandum of invention stating a brief description of the invention, a statement of claim(s), explanatory drawings (where applicable), a summary, and other data disclosing the nature and purpose of the invention;

vii) ensure the submission of the duly completed invention disclosure form shall form the basis for determining the patentability of such invention;

viii) ensure invention disclosure constitutes official notice of the invention to the University for the purpose of clause iii above;

ix) ensure the patent filing charges are met from the Project contingency fund (if available) or can be reimbursed from the Tech-U on submission of required documents; and

x) designate certain confidential information as a Trade Secret, owned by the Institution. In that event, all creators will be obligated to maintain the secrecy of the Trade Secret and to follow the direction for the management of the Trade Secret by IPTTO.

### 1.8.1 Premature Disclosure in the case of patents

To preserve the novelty of intellectual property developed at Tech-U, such IP shall not be made public in any way through submission for publication or presentation to others before its disclosure to the IP Office and clearance for publication or presentation having been first obtained from that office. To this end-

- Prematurely disclosed invention shall not be patentable.

- Premature disclosure consists of the following:

i. Disclosure through poster sessions, journal or other publications, public lectures, workshops, seminars, and other written or oral demonstrations or presentations;

ii. Disclosure to the public through abstract or shelved thesis;

iii. Disclosure to the public through any other dealings, which, in the opinion of the IP Office, constitutes a premature disclosure; and

iv. Other descriptions of an invention in any manner which renders it accessible to the public.

Filling of the invention disclosure form at the IPTTO office shall not constitute premature disclosure for the purpose of protection.

### 1.8.2 Evaluation of Disclosed Intellectual Property

Tech-U IPTTO will be equipped to address the needs of the inventors in the protection of the IPR.

i. The IPTTO will evaluate the disclosure made by the inventor(s) in the prescribed Disclosure Form and determine whether it is

patentable or can be protected by any other IP form and whether there is a good prima facie case for believing that the intellectual property bam be commercialised.

ii. The IPTTO will communicate the patentability status of the disclosed invention based on the patent search report along with the recommendation of the commercial aspects of the invention to the inventor(s) within 30 days from the date of disclosure.

iii. The IPTTO will assess the cases of intellectual property which was recommended by the IPR unit. If the University wishes to co-own and commercialise the intellectual property, it will take steps to commercialise the property through patenting or confidentiality within three months from the date of communicating the patentability status to the inventor.

iv. All the expenses for the drafting, filing, and prosecution of Tech-U co-owned intellectual property will be borne by the Institution.

v. In the case where the IPTTO finds the Intellectual Property not seem to be patentable and Tech-U is not willing to commercialise the intellectual property, the Institution will record the fact of creation of intellectual property without prejudice to the rights of the inventor(s) and hold all information communicated in this regard by the inventor as secret and confidential.

vi. In such cases where the inventor(s) feel that it is worth proffice.9g, they are free to file a Patent or register as other IP through the IPTTO of the University, and expenses for the same shall be borne by the inventor(s).

vii. Tech-U will be entitled to a non-exclusive, non-transferable license to use the work within the University for non-commercial educational and research purposes.

### 1.9 Renewal of patents

Tech-U shall pay the Patent Fees for the first ten years in all cases where the Patent is taken by the University. However, the Institution, after due evaluation of the strength of the patent through the IPTTO, can decide on further continuance/maintenance of the patent appropriately considering other necessary factors.

### 1.10 Creation of IP Awareness

The University shall:

i. Promote IP awareness through seminars, conferences, symposia, colloquia, workshops, and any other appropriate means, as circumstances allow.

ii. Encourage each faculty/college/division/unit to incorporate IP as/into one of its curriculum's compulsory/elective courses.

iii. Encourage the development of IP awareness promotion materials.
iv. Enter into strategic partnerships with appropriate institutions for the promotion of IP.

### 1.11 Intellectual Property Dispute Resolution

Abiola Ajimobi Technical University Ibadan shall establish dispute resolution mechanisms to resolve any disputes that may arise in the course of the implementation of its IP policy.

These mechanisms shall include the following:

i. Referring internal disputes or questions of interpretation arising from institutional IP policy implementation to the University IP Advisory Committee for resolution, at the request of any interested party.
ii. Encouraging affected parties to use Mediation and Arbitration (negotiation and settlement) to resolve disputes without going to court.
iii. Regarding disputes in the ownership of ideas, students, faculty, and staff can file complaints to the Director, IPTTO, through Department heads. The Director, IPTTO, can forward the complaint to the dispute managing committee to review the same.
iv. The dispute management committee is a five-member committee consisting of two faculty members (having developed sufficient IPR and translated to commercialisation), two of the University's alumni/ industry experts (having experience in technology commercialisation), and one legal advisor with experience in IPR. They will examine the issue after meeting the inventors and help them settle this, hopefully to everybody's satisfaction. The university can use alumni/ faculty of other universities as members if they cannot find sufficiently experienced alumni/ faculty of their own.

### 1.12 Confidentiality

i) All confidential information received in the Invention Disclosure Form, report of invention, Memorandum of invention and other means relevant thereto shall be kept confidential and may be disclosed only to authorized agencies, or the order of a court of competent jurisdiction.
ii) The inventors involved in the development of intellectual property should maintain strict confidentiality in dealing with all relevant information relating to the intellectual property concerned.

iii) The amount of information given to prospective (potential) licensees before the signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out in the Technology Profile Form for any particular intellectual property.

iv) Third parties must obtain express authorization in writing from Abiola Ajimobi Technical University Ibadan to commercialize/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialisation process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialisation process.

v) Inventors and/or university personnel must take care not to disclose confidential details of the intellectual property in their publications, speeches, or other communications.

vi) Access to areas where intellectual property including confidential information is made available, seen, or used, and to confidential documents, records, etc. is to be limited only to those who are inventors or are bound by confidentiality agreements.

vii) When a third party is interested in commercialising an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialise the technology to the Tech-U's satisfaction. The IPTTO will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed before any further disclosure is made.

viii) It is a condition of employment or affiliation that individuals must familiarise themselves with and preserve the confidentiality of sensitive information that is made available to them during the course of their work.

ix) The provisions of this section shall apply to all university external assessors.

x) Individuals are requested to notify the IPTTO as soon as possible if they are concerned about inadvertent (unintentional/ unintended) disclosure.

## 1.13 Conflict of Interest

i. Conflicts of interest or commitment will be addressed generally in accordance with the terms of the University Policy on Conflicts of Interest in force from time to time.

ii. The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company, then they are required to disclose the stake they and/or their immediate family have in the company. For the purpose of this subsection, "having a stake" or "Have a stake" shall be defined as:

a. The inventor(s) or their immediate family members being shareholders in the licensee or potential licensee company.

b. The inventor(s) or their immediate family members being employees of the licensee or potential licensee company.

c. The inventor(s) or their immediate family members being employed as Company Secretary for the license or potential licensee company.

d. The inventor(s) or their immediate family members have worked as contractors or consultants in the licensee or potential licensee company.

iii. A Researcher's primary commitment of time and intellectual contributions as an employee of the University should be to the education, research, and academic programmes of the University. A conflict occurs whenever two or more goals or ends cannot be pursued simultaneously, and they are in potential competition. Productive interchange between the University, the faculty, or other employees and the non- academic world may sometimes engender conflict of interest, in which legitimate but disparate goals of the University or of an individual employee may present difficult choices.

iv. A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of the Director, IPTTO, taking into consideration this fact.

v. It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to the University or this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with third parties. Each Researcher shall make his or her obligations to the

University clear to those with whom such agreements may be made and shall ensure that they are provided with a copy of this Policy.

vi. Researchers shall promptly report all potential and existing conflicts of interest to the Director, IPTTO, Abiola Ajimobi Technical University Ibadan in order to reach a solution satisfactory to each concerned party.

### 1.14 Review and Amendment

i. This policy shall be reviewed or amended at any time in response to emerging realities;

ii. A review committee shall be constituted by the Vice Chancellor with members drawn from within the University and outside it, where necessary.

## 2.0 PROPOSED ABIOLA AJIMOBI TECHNICAL UNIVERSITY IBADAN COMMERCIALIZATION POLICY

### 2.1 Preamble

The Commercialization and Linkages Unit of Abiola Ajimobi Technical University Ibadan's Intellectual Property and Technology Transfer Office (IPTTO) is responsible for enabling research output to go beyond discoveries to become usable products. The process involves making meaningful partnerships that will help enable the process. Hence, the Unit serves as an intermediary between research results and the industry and markets, where they will be enabled and made available to end users.

The Unit shall manage the following relationships:

i. Relationships with the industry (organizations, investors, policymakers, etc.);

ii Relationships with knowledge creators (product developers, inventors, innovators, etc.); and

iii. Inter-relationships between both groups.

### 2.2 Mission

To explore the commercial viability of research outputs and *enable* them to become products that will serve humanity (end users). This mission is in line with our vision as a University, which is to raise innovators and entrepreneurial leaders in all areas of human endeavor. The approach is not to follow the norm but to create solutions that will move Africa and the world forward.

The Centre considers it an obligation to protect and commercialize discoveries made in Abiola Ajimobi Technical University (Tech-U). Researchers, inventors, and developers are, therefore, encouraged to create solutions and ensure their research output serves humanity. To ensure that the service to humanity is sustainable, the commercial potentials in such solutions are explored and harnessed. This document, thus, serves as a guide and policy for researchers, inventors, investors, or licensees who desire to take new products or research outcomes (inventions, innovations) beyond the shelf.

### 2.3 Technology Transfer in Abiola Ajimobi Technical University, Ibadan

**2.3.1** In line with the stated mission, researchers and other stakeholders shall have the opportunities to experience fulfillment, earn rewards for their efforts, and make their positive contributions to the world. Thus, Tech-U

has a platform, process, and policy for dispensing such opportunities. One of such means is **Technology Transfer**.

**2.3.2** Technology (for commercialization) shall be transferred via an agreement such that Tech-U grants a 3rd party a license to use Tech-U's Intellectual Property Rights (IPR). IPR, here, simply refers to the right of ownership to the creations of the mind, which can be in the form of invention, design, and artistic work. The first two parties here are Tech-U and the researcher/inventor/developer, who are considered as co-owners of the IPR.

**2.3.3** The 3rd party, referred to as the licensee, can be any of the following;

a. An existing organization;

b. A new Startup organization (Spinoff Company); and

c. An individual who is not employed by Tech-U.

**2.3.4** The licenses encapsulate terms that demand that the licensee meets certain result prerequisites, besides making financial payments to Tech-U. This is as agreed by the parties. Financial payments made by licensees to Tech-U are shared among the inventors, departments, faculty, Intellectual Property and Technology Transfer Office (IPTTO), and Tech-U's Innovation Fund/central account to fuel further research, education, and participation in the technology transfer process.

## 2.4 Abiola Ajimobi Technical University's Steps to Commercialization

**2.4.1** Commercialization in the context of this policy occurs when research outcomes and outputs have gone beyond publication, prototypes as well as market testing and are now made available for end users to engage in exchange for payment. In Abiola Ajimobi Technical University, the Commercialization process shall include the following:

### 2.4.1.1 Research

i. Researchers and/or product developers shall embark on research that solves problems and meets needs;
ii. The outcome of such research may be in the form of discoveries, inventions, or innovations;
iii. The discovery must be different from similar or already existing solutions;
iv. Research outcomes eligible for commercialization must deliver solutions that are better, more efficient, and more effective than already existing solutions;

v. All research outcomes developed in Abiola Ajimobi Technical University shall be co-owned by Tech-U via the Commercialization unit.

#### 2.4.1.2 Pre-disclosure

A research outcome that meets the standard and expectation for commercialization shall be protected. Researchers, inventors, innovators, and product developers shall comply with the following:

i. Seek guidance from the Technology Transfer Office (TTO) of the Commercialization unit with respect to disclosure, evaluation, and protection. The TTO is the office responsible for transferring technology from its origination to production and marketing.
ii. No disclosure of discoveries to potential licensees or investors without prior notification of the TTO. This is to ensure back up and protection of the intellectual property (IP) prior to the procurement of patent rights.
iii. Contact the TTO early to discuss your invention/solution.

#### 2.4.1.3 Technology Disclosure

Researchers, inventors, innovators, and product developers shall:

i. Notify the TTO formally, in writing, before embarking on the technology transfer process;
ii. Document the details of the solutions or inventions to provide clarity of their capabilities and potentials. This is for assessment and consideration for commercialization; and
iii. Sign a formal document of confidentiality with Tech-U.

#### 2.4.1.4 Assessment

i. TTO shall review and assess the technology being disclosed by conducting patent searches, analyzing competitive solutions, examining the market for the technology solution, and ascertaining the commercialization potentials.
ii. TTO shall assess the capability and commitment of the Investors or licensee to sustain and continue with the development of the product before, during, and after commercialization.
iii. The outcome of the assessment shall guide the path of commercialization to follow (direct licensing to an existing company or spin-off).

iv) In case, the TTO is not convinced of the prospect of the IP, it shall be returned to the applicant

#### 2.4.1.5 Protection

i. Abiola Ajimobi Technical University shall be committed to the protection of the IP in order to encourage 3rd party interest in it and the enablement of commercialization.
ii. Applicants shall, therefore, work with the TTO and the Commercialization Unit for its processing.

#### 2.4.1.6 Marketing

i. The TTO shall explore and identify organizations with the expertise, resources, and networks necessary to bring the technology to the market.
ii. The TTO shall establish relationships with identified organizations and engage their commitment to get the solution to the market.

#### 2.4.1.7 Path Identification

i. The Commercialization Unit shall identify and advise on the path of commercialization that best fits the solution; whether it is working with an existing organization (by licensing to use) or starting a new company (Spinoff).
ii. The Commercialization Unit shall seek potential licensees if the solution will be better commercialized that way.
iii. The Commercialization Unit shall work with existing organizations to explore areas of mutual interests, goals, and plans to fully commercialize the technology.
iv. For spinoff, the Commercialization Unit shall work with the Abiola Ajimobi Technical University Startup Lab to engage experienced business and technical persons to take the solution from Product to Startup to Market. A spinoff is a startup company born out of research output; its establishment is to harness the commercial and impact value of research outcomes.
v. For industry-funded research project, the Abiola Ajimobi Technical University shall co-own rights of usage except in the case of outright buyout by the organization (industry), in which case, the University and stakeholders involved shall be rewarded accordingly. This could be in a lump sum or a percentage of revenue for a season as defined and agreed by the parties involved.

#### 2.4.1.8 Licensing

i. The license is a formal right given by Tech-U to a licensee(s) for usage in exchange for financial and/or non-financial rewards. while retaining the right of ownership with the inventor.

ii. For a 3rd party (licensee), he may be granted the license to use the Tech-U IPR, particularly for commercial purposes, without relinquishing its ownership rights.
iii. Licensing is used for both existing organizations and Spinoffs.

#### 2.4.1.9 Commercialization

The Licensee (3rd party) may invest in the further development of the solution (product/service), regulatory approvals, sales, marketing, support, and other activities that will help hone (improve) and harness the commercialization potentials of the solution.

#### 2.4.1.10 Revenue

Revenue received from licensing the usage of the IP shall be shared among the inventor/developer, IPTTO, department, faculty, and the Abiola Ajimobi Technical Innovation Fund (Tech-U-IF)/central account. Details of the sharing are listed below.

### 2.5 Generating and Sharing Revenue and Wealth

i. The Abiola Ajimobi Technical University Ibadan shall share royalties, equity, and other income derived from the licensing assignment or other exploitation of intellectual property, including transfer of technology involving licensing of non-patented technology and material transfer agreements with the inventor unless prohibited or restricted by a third-party agreement.

ii. Equity sharing shall be based on Net income as follows:

a) 50% shall be allocated to the Researcher(s) in their personal capacity.
b) 25% shall be allocated pro rata to the environment(s) of the Researchers as follows:

1. 10% shall be allocated to Abiola Ajimobi Technical University Ibadan IPTTO account to further develop the directorate and also to carry out the awareness, capacity development activities and to process patents on behalf of the university.
2. 7% shall be allocated to the Department/Unit of the Researchers. These funds shall be applied for research and development only and shall not be allocated to an individual for personal gains.
3. 8% shall be allocated to the researchers' faculty. These funds shall be applied for research and development only and shall not be allocated to an individual for personal gains.

c) 25% shall be allocated to the central account of the Abiola Ajimobi Technical University Ibadan for general research purposes.

iii. In case of multiple researchers, each shall share the 50% net income accruing to them in proportion to their contribution as mutually agreed upon among themselves.

iv. If the joint researchers fail to reach an agreement, the income shall be distributed among them based on their contributions as determined by the IP office.

v. Approval of payments based on an agreed formula for sharing intellectual property income shall be made by the Vice Chancellor on the recommendation of the IPTTO office.

vi. For IP derived from students' theses, the 50% for the inventor shall be divided in ratio 20:30 (student: supervisor) for undergraduate works and 25:25 for postgraduate works.

vii. For collaboration between the University and industry, profit sharing shall be governed by an independent written agreement signed by both parties.

### 2.6 Extent of IPR Ownership

Every solution (invention, product, etc.) developed in Tech-U is co-owned by Tech-U and the product developer as a result of the university's resources, infrastructure, facilities, and supports provided directly or indirectly, whether with the requirement of request or without request subject to clause in 1.6.3 (iv)

### 2.7 Eligibility

To be considered eligible for what this policy offers, the following shall apply:

i. The applicant shall be affiliated with Tech-U as a faculty member, staff member, student, or Alumnus.

ii. Where the applicant is not affiliated with Tech-U, the applicant shall note that Tech-U will co-own the IP rights to the solution in question, which should be affirmed by the signing of a formal agreement by the applicant.

iii. The applicant shall sign an agreement not to disclose the solution to any other party in the period of Tech-U's involvement.

iv. The applicant shall sign an agreement of non-litigation regarding the solution.
v. The applicant shall sign an agreement to be open and transparent regarding the solution and the processes required for commercialization.
vi. The applicant shall sign an agreement that the solution has not been published or presented in a conference prior to the procurement of the patent right.

**2.8 Other Conditions**

i. The applicant shall sign an agreement not to disclose the solution to any other party.
ii. Parties shall sign a non-litigation agreement.
iii. The applicant shall consent to be open and transparent throughout the process.
iv. Parties shall agree by signing that Tech-U will be the custodian of the duplicate patent certificate, as the sponsor of the processes covering the development of the product, application for the patent and covering of the costs that relate to the product, including exhibitions.
v. Parties shall accept the outcome of the assessment process in good faith.
vi. Because of the peculiarity of each relationship and project, the applicant and Tech-U as well as any other party that may be involved, will sign a specific agreement that caters for dispute resolution, equity, control, and voting rights in any case or condition, including in the case of discontinued affiliation with Tech-U.
vii. The commercialization process is summarized and presented in Figure 1.

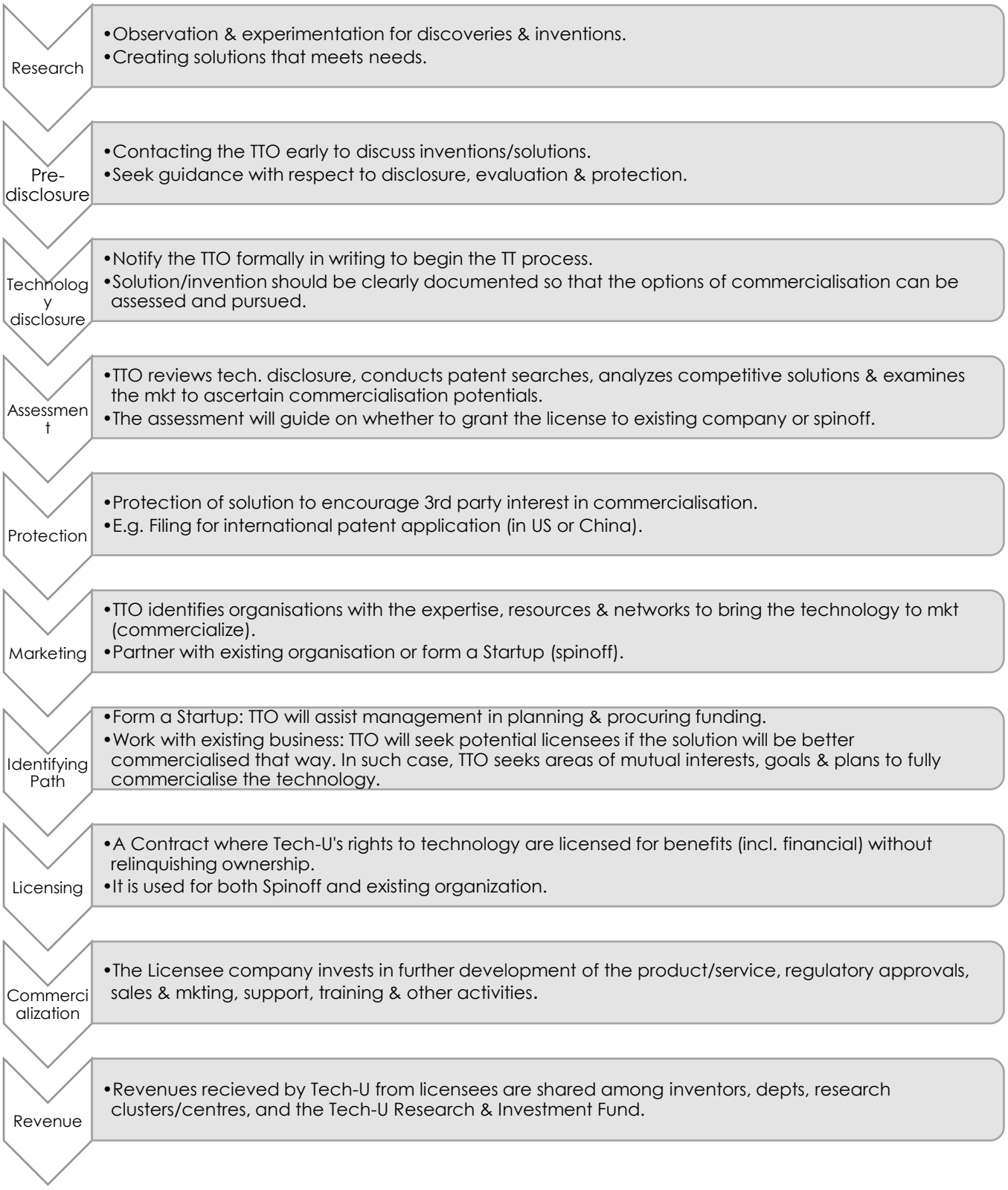


Figure 1. Commercialization Process

## 2.9 Review and Amendment

i. This policy shall be reviewed or amended at any time in response to emerging realities;

i. A review committee shall be constituted by the Vice-Chancellor with members drawn from within the University and outside, where necessary.

**Proposed Abiola Ajimobi Technical University**
**Intellectual Property and Technology Transfer Office**

# NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this ____day of _____ by and between Abiola Ajimobi Technical University, Ibadan located at Km 11, Lagos-Ibadan Express Way, Ibadan ( the" **Disclosing Party"**), and _____ with an address at _____ (the "**Receiving Party"**).

The Receiving Party hereto desires to participate in discussions regarding _____ (the "**Transaction**"). During these discussions, the Disclosing Party may share certain proprietary information with the Receiving Party. Therefore, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Confidential Information**

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing**.** Confidential Information need not be novel, unique, patentable, copyrightable, or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party, and that the Disclosing Party regards all of its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: a) was lawfully possessed, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to Disclosing Party to maintain confidentiality; (c) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.

2. **Disclosure of Confidential Information**

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

(a) Limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such

Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;

(b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement;

(c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;

(d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

**3. Use of Confidential Information**

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

**4. Compelled Disclosure of Confidential Information**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided that the Receiving Party will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

**5. Term**

This Agreement shall remain in effect for a two-year term (subject to a one-year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence the Confidential Information that was disclosed during the term shall remain in effect indefinitely.

**6. Remedies**

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to the Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in

addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

**7. Return of Confidential Information**

Receiving Party shall immediately return and redeliver to Disclosing Party all tangible material embodying (expressing) any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

**8. Notice of Breach**

Receiving Party shall notify the Disclosing Party immediately upon discovery of, or suspicion of, (1) any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives; or (2) any actions by Receiving Party or its Representatives inconsistent with their respective obligations under this Agreement, Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

**9. No Binding Agreement for Transaction**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

**10. Warranty**

**NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER**. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. The Disclosing Party shall have no liability to the Receiving Party (or any other person or entity) resulting from the use of the Disclosing Party's Confidential Information or any reliance on the accuracy or completeness thereof.

**11. <u>Miscellaneous</u>**

a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

b) The validity, construction, and performance of this Agreement shall be governed and construed in accordance with the laws of Nigeria applicable to contracts made and to be wholly performed within such Nigeria, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Oyo State shall have sole and exclusive jurisdiction over any disputes arising under, or in any way connected with or related to, the terms of this Agreement and Receiving Party: (i) consents to personal jurisdiction therein, and (ii) waives the right to raise *forum non conveniens* or any similar objection.

c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns, and designees.

g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from:

(i) developing, making, or marketing products or services that are or may be competitive with the products or services of the other; or

(ii) providing products or services to others who compete with the other. However, the Receiving Party shall not use insight gained from the Confidential Information to develop/market products and services which have an unfair advantage over the Disclosing Party's products and services.

h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**Disclosing Party** **In the Presence of**

Sign: ..... Sign .....
Name: ..... Name: .....
Title: ..... Title: .....

**Receiving Party** **In the Presence of**

Sign: ..... Sign .....
Name: ..... Name: .....
Title: ..... Title: .....