



**TAKORADI TECHNICAL UNIVERSITY  
INTELLECTUAL PROPERTY AND PATENT  
POLICY**

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## **1. Background**

It is the responsibility of a learning institution to create an enabling environment for information creation, ownership and dissemination. This policy is intended to sensitize employees and students of the University on the uses of intellectual property, patency matters and provide the needed security and incentives to inspire the discovery of new knowledge.

The Intellectual Property and Patency policy seeks to achieve the following:

- a) Promote innovative research among University staff and community.
- b) Protect intellectual property.
- c) Create an enabling environment for dissemination of new knowledge.
- d) Safeguard the rights of researchers to their scholarly works.
- e) Promote the dissemination of research findings and innovations through a timely and efficient means of technology transfer.
- f) Support the effective management of the University's intellectual assets.
- g) Facilitate the effective use of inventions/innovations such that the public derives maximum benefit.

This policy subscribes to the University's mission to create an enabling environment that makes Takoradi University a centre of excellence for cutting edge research as well as high quality teaching and learning.

## **2. Objectives**

This policy seeks to motivate and reward staff and student research enterprise: its objectives are as follows:

- a) To ensure that research, inventive or innovative technologies created by the University are transferred to industry for the development of beneficial and ethical processes, products and services.
- b) To offer equitable returns to researcher(s)/inventor(s) and the University.
- c) To contribute to the social and economic development of Ghana.

## **3. Applications and Scope**

The policy shall apply to all staff and students of the University. In the absence of any agreement to the contrary, it shall also apply to visitors.

The policy pertains to two main categories of intellectual property:

- i. Industrial property;
- ii. Copyright and related rights.

## **4. Principles**

The following are the principles of the University's Intellectual Property Policy;

- 1) Ownership
- 2) Intellectual Property (IP) Disclosure
- 3) Evaluation
- 4) Intellectual Property Protection

- 5) Commercialisation and Licensing
- 6) Assignment of Intellectual Property Right
- 7) Royalty Distribution
- 8) Confidentiality
- 9) Consultancy
- 10) Conflict of Interest and Commitment
- 11) Ownership of Data
- 12) Intellectual Property Committee
- 13) Dispute Resolution
- 14) Policy Implementation, Administration and Management
- 15) Monitoring and Evaluation

## **4.1 Ownership**

### **a. Staff Intellectual Property**

A staff shall retain ownership rights to any IP created when:

- i. The IP is created without a significant use of the University's resources;
- ii. IP is not subject to a sponsored research or any other agreement that requires ownership to reside in a third party.

Staff shall use Staff IP in their research at the University. They shall be however required to provide evidence of ownership of such works and formally notify Centre for Research, Innovation and Development (CRID) before use.

**b. University Intellectual Property**

The University, in accordance with general law principles, shall be the owner of IP created by its staff in the course of their employment:

- i. The University shall own any IP made, discovered or created with significant use of the University's resources. A significant use of University resources is said to occur where the Intellectual Property is created with the use of University-administered funds, University facilities, equipment, resources, time, office space, personnel, administrative support, etc.

A staff shall be required to disclose any IP which bears resemblance to a specific research project to the University, together with an explanation that the IP did not arise through the significant use of University resources.

- ii. The University shall own any IP (including Exempted Scholarly Work) resulting from a University Commissioned Work.

**c. Sponsored Research**

- i. Ownership of IP (including Exempted Scholarly Work) from research funded by a sponsor pursuant to a research or grant agreement, or which is subject to Confidentiality Disclosure Agreement, Material Transfer Agreement, or other legal obligation affecting ownership shall be governed by the terms of the grant or agreement as approved by the University; or
- ii. discussed in good faith by the University and sponsor, determined on a case by case basis; or
- iii. the IP shall be owned by the University. The University shall grant the sponsor a non-exclusive royalty-bearing



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license to the IP based on reasonable terms and conditions.

- iv. where the Government provides funding for research purposes, ownership of any IP created shall vest with the University. The University shall grant the Government a non-exclusive royalty bearing license to the IP and shall take steps to commercialise the IP where it is found to be of commercial value.

#### **d. Collaborative Research**

Ownership of IP emanating from collaboration between the University and another research institution or collaboration between staff or student of the University and another institution; staff, student or employee of another institution shall be:

- i. Determined based on specific terms in the collaborative research agreement; or
- ii. The IP shall be owned by the University. The University shall grant the collaborator a non-exclusive royalty bearing license to the IP.

#### **e. Copyright**

The University shall be granted an automatic non-exclusive, royalty-free, non-transferable and irrevocable license on all copyrightable works created for its own academic purposes. The University shall waive its claim to copyright in teaching materials, text books and research publications by staff.

Individuals may publish these works for their own benefit.

#### **f. Student Work**

A Student shall own copyright in thesis and dissertation and work derived from such works, subject to a royalty-free license to the University to reproduce and publish the work.

A Student shall own IP created in the course of his/her research or study at the University except in cases where:

- i. the student employed a significant use of the University's resources in relation to the research;
- ii. the Student received financial support from the University in the form of grants, etc. for the research;
- iii. the Student was commissioned to do the work;
- iv. the research is subject to contractual obligations of sponsors under a sponsored research agreement. As such, sponsored students are advised to check the terms of their sponsorship agreement.
- v. the Student conducts the research in collaboration with others in a way that leads to joint ownership.

Notwithstanding i - v. of 4.1.f., the University may require a student to assign ownership of the IP to the University where, in its opinion, the IP has potential commercial value. The University shall bear all costs associated with the protection and/or commercialisation of the said IP. The distribution of any royalty from commercialisation shall be subject to the provisions of section 4.7 of this policy.

**g. Visitors**

- i. A Visitor shall be required to disclose his/ her background IP that relates to work to be undertaken whilst at the University to CRID.
- ii. A Visitor shall declare any IP created at the University during his visit to CRID.

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## 4.2 Intellectual Property Disclosure

Disclosing Intellectual Property serves as an initial formal step to acquiring appropriate protection for one's Intellectual Property. Staff and students shall be required to submit a disclosure of any innovative scientific discovery of potential economic value to the CRID as soon as possible and prior to Public Disclosure.

Staff and Students shall ensure that research findings and creations with market potential are not subjected to premature disclosure as this may jeopardize their protection and commercialisation. Thus Staff and students shall avoid a Public Disclosure of the Intellectual Property until the end of the evaluation period and filing of protection. An IP shall however be safely disclosed beyond the University under the terms of a Confidential Disclosure Agreement.

Staff and Students are required to disclose any background Intellectual Property which shall form part or be used in the creation of an Intellectual Property to CRID.

## 4.3 Evaluation

The CRID shall conduct a pre-evaluation of invention disclosures and other IPs disclosed to it in order to determine whether or not the technology shall be accepted for the purposes of protection, commercialisation and/or licensing based on its potential benefits, commercial potential and industrial relevance. Following this, the Centre's approved committee shall conduct an extensive evaluation of the IP and make a recommendation. The committee shall consult with other experts in the performance of this function.

#### **4.4 Intellectual Property Protection**

The University shall apply for protection of the IP where in its judgment, the IP is found to be of significant commercial potential. The costs associated with such protection shall be borne by the University unless otherwise provided. The University shall not pursue the protection of an IP where its successful commercial development is uncertain.

#### **4.5 Commercialisation and Licensing**

The University shall endeavour to promote the use of research findings and the development of inventions and innovations by industry for public use. In some cases, the University may put the IP in the public domain and not for the purpose of licensing and profit making.

CRID in collaboration with the inventor, shall develop a mutually acceptable plan for commercialisation of the technology. The plan shall address issues such as potential funding sources, options for developing the IP, marketing, targeted customer base, companies with resources and capabilities to put the technology onto the market, etc. Any losses incurred with the commercial development of an IP shall be absorbed by the University.

The CRID shall have responsibility for the commercial development of University owned IP. Commercial development shall emerge either through a licensing of the IP, an assignment of the IP or the establishment of a spin-off.

#### **4.6 Assignment of Intellectual Property Rights**

The University shall assign its exclusive rights to an IP to another person or organization for commercial returns. Where rights are

assigned, an IP Assignment Agreement shall be put in place in order to formalize the agreement between the two parties for the sale and purchase of the IP.

## **4.7 Royalty Distribution**

### **4.7.1 Distribution of non-equity royalty/net income**

Non-equity royalties or income from the commercialisation of an IP or technology shall be maintained by the University until all direct and indirect costs related to the protection and / or commercialisation of the Invention is reimbursed. Subsequently, the Net royalty / Net income would be distributed as follows;

i. The inventor shall receive forty percent (40 %) of Net Royalties. Net Royalty / Net Income shall be distributed equally among inventors where there is more than one inventor.

ii. The remaining sixty percent (60 %) for the University shall be allocated as follows:

- Twenty-five percent (25 %) to the University;
- Fifteen percent (15%) for the support of research grants or fellowships;
- Ten percent (10%) to the Inventor's Faculty and its constituents;
- Ten percent (10%) to an IP Fund to be established in support of IP protection, marketing and commercialisation activities, etc.

Inventors shall be responsible for complying with any tax and other obligations associated with the receipt of their share of Net Royalties or Net Income.

#### **4. 7.2 Distribution of Equity**

The University shall accept equity interests in lieu of monetary payments from a company following the utilisation of IP owned by the University by the company. Upon receipt of equity, the University shall allocate a share of the equity interest equal in value to the direct and indirect expenses borne by it in securing protection and in commercialising the IP in question. The University shall allocate the equity interest, dividend income or proceeds from the sale of the equity in the same manner as stipulated in the allocation of non-equity revenue in section 4.7.1.

#### **4.8 Confidentiality**

All IP disclosures shall be considered confidential by the University. Researchers and the RIDC shall be responsible for informing all third parties of the confidential nature of information contained in a disclosure and any other documents that may be shared.

##### **4.8.1 Managing Confidential Information from External Researchers**

Where a Staff or Student receives Confidential Information from a different institution or researcher with regards to research being undertaken by the same at the University, there exists the possibility of the other institution imposing non-use and non-disclosure obligations on this information. The other institution may claim an ownership interest in inventions or any material arising from research conducted with this confidential information. For this reason, only representatives of the University would be authorized to endorse and sign CDAs from other institutions on behalf of the University.

In the case of sponsored research, any Confidential Information received by an Employee or Student will be governed by the terms of the applicable sponsored research agreement where such terms differ from the provisions of this policy.

#### **4.9 Consultancy**

Prior to the commencement of Consultancy works, written agreements would be reached between the University's Designated Signatory and the external party on the ownership of IP. IP may be owned by the University or determined on a case by case basis.

##### **4.9.1 Off-site Consulting and Sabbatical Arrangements**

Members of the University community shall be careful that their work off-site from the University, including work during sabbatical, while visiting other institutions and while consulting with industry, does not conflict with their obligations and commitments to the University.

#### **4.10 Conflict of Interest and Commitment**

Commercialisation activities that involve staff or students under this policy shall be subjected to review of potential Conflict of Interest and commitment issues. A staff undertaking consulting work with third parties shall ensure that their consultancy agreements are not in conflict with the provisions of this policy.

#### **4.11 Ownership of Data**

Research data shall be jointly owned by the University and researcher(s) or determined on a case by case basis by the CRID. Either party shall have a right to use the data for its research purposes. Sponsors of research may own the data collected for the purposes of the research. This notwithstanding, the researcher

and the University shall have unrestricted access to the data, even when a project has ended. Collaborators shall also have unrestricted access to all data obtained or collected through collaborative research activities. In spite of these provisions, entitlement to the ownership of primary data, software, and other products of research may vary, depending on the circumstances under which the research is conducted. As such, ownership of data shall be specified in the contract agreement to be signed by the two parties.

#### **4.12 Intellectual Property Committee**

Refer to the composition the University Research Ethics Committee (UREC) in Research and Innovation Policy.

#### **4.13 Dispute Resolution**

Any dispute or difference between the parties in connection with this policy shall be referred to mediation in the first instance and subsequently to arbitration under the Alternative Dispute Resolution Act 2010, Act 798.

#### **4.14 Policy Implementation, Administration and Management**

This policy, as presently set forth, and as it shall be amended from time to time, is binding on any staff or student who develops an IP during the course of employment or study at the University. The policy remains binding whether or not they cease to be an Staff or Student of the University.

- i. CRID shall be responsible for the enforcement, implementation, administration and management of the University's IP Policy.
- ii. Directors, Deans and HoDs shall be responsible for ensuring that staff and students within their units comply with



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provisions in this policy.

- iii. The University shall develop guidelines and other relevant documents to facilitate the execution of this policy. The absence of these other documents shall not in any way nullify the applicability or enforceability of this policy in its current state or as may be amended from time to time.
- iv. This policy shall take effect immediately upon adoption by the University Council. Any amendment shall be effected in a similar manner.
- v. A breach of the Intellectual Property Policy shall be considered as a violation of University policy which may lead to an imposition of sanctions or disciplinary actions.

*(The Centre will determine the agency that will handle intellectual property issues, as well as set up an office to handle Technology Development and Transfer).*

#### **4.15 Monitoring and Evaluation**

The CRID shall develop a monitoring and evaluation framework which shall be applied in the implementation of this policy. Monitoring shall be done in order to assess the achievement of intended objectives, make decisions aimed at improving performance, and to measure accountability to all parties. The policy shall be reviewed and evaluated during and after the time of its implementation to ensure that the intended results are achieved.

### **5.0 Definitions**

#### **Commissioned Work**

Work created by a person specifically employed or commissioned by the University for that purpose.

**Confidential Disclosure Agreement (CDA)**

It is also known as a Confidentiality Agreement, Non-Disclosure Agreement or a Proprietary Information Agreement. The CDA is a legal contract governing the exchange of confidential or Proprietary Information between two or more parties for limited purposes whilst restricting access to such information by third parties.

It is used when there is a need to avoid the loss of Patent right due to premature Public Disclosure.

**Confidential Information**

Information (includes research findings, Proprietary Information) received from a third party by an employee or student (or vice versa) under an expressed or implied commitment of confidence.

**Conflict of commitment**

An external activity that has the potential to reduce the attention, time and efforts devoted by an Employee to his/ her responsibilities at the University, and may impact negatively on the performance of his/ her assigned duties.

**Conflict of Interest**

An overlap between an individual's professional obligations and his or her private interests. Such conflicts may not be unethical and do not constitute or imply any wrong-doing, 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 or her primary responsibilities.

**Consultancy**

Professional advice offered by an expert in a particular discipline.

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## **Copyright**

(Copyrightable Works) Under Ghana’s copyright law, copyright subsists in “original works of authorship” which have been fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. These works include:

- a. Literary works such as books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies;
- b. Musical works including any accompanying words;
- c. Dramatic works, including any accompanying music;
- d. Pantomimes and choreographic works (if fixed, as in notation or videotape);
- e. Pictorial, graphic and sculptural works, including photographs, diagrams, sketches and integrated circuit masks;
- f. Motion pictures and other audio-visual works such as videotapes;
- g. Sound recordings and other works listed as protected by law.

## **Creator**

A person, who discovers, invents, develops, designs, breeds, creates, authors Intellectual Property.

## **Centre for Research, Innovation and Development (CRID).**

This is the office responsible for the administration and management of the University’s Intellectual Property and technology transfer processes.

## **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 thesis defences, presentations, poster sessions, etc.

**Employee**

A person who has a contract or an employment relationship with the University. It includes professional, academic, administrative, technicians, full-time, part-time, paid, unpaid, support staff, students, etc.

**Exempted Scholarly Work**

Copyrightable works which are artistic, academic, scholarly or instructional in nature. Such work reflects the author's creativity, research or scholarly ideas.

Examples include theses and dissertations, journal articles, research proposals, textbooks.

**Existing Intellectual Property**

Any Intellectual Property owned by an Employee or Student independently or prior to the commencement of research and which is used in the course of performing the research.

**Industrial Property**

Includes Patents granted for inventions, trade secrets, geographic indications, industrial designs, etc.

**Intellectual Property (IP)**

The legal rights which result from intellectual activity in the industrial, scientific, literary and artistic fields. They include Inventions, trade secrets, copyrights, scientific works, industrial designs, trademarks, commercial names and designations, know how, confidential information, tangible research property as well as other materials protected by law or specified by the University from time to time.

**Intellectual Property Right(s)**

An exclusive right granted to a person over the use of his/ her

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creation for a specified period.

**Invention**

Refers to any new and useful process, machine, manufacture, or composition of matter (e.g. life forms), or any new and useful improvement thereof, relating to creative works, research material and trade secrets. An invention can be made solely or jointly with others as co-inventors. To be recognized legally, a co-inventor must have conceived of an essential element of an invention or contributed substantially to the general concept, i.e. participated in the “inventive step”.

**Inventor**

The Creator of Inventions / technological advancement.

**Material Transfer Agreement (MTA)**

A contract regulating the transfer of tangible research materials between two or more organizations, when the recipient intends to use it for his or her own research purposes. The MTA describes the rights of the provider and the receiver pertaining to the materials and any derivatives.

**Net Royalty/Net Income**

All consideration, including but not limited to cash, royalties, equity and options received by the University from the sale, licensing, or other commercial transactions of an IP less all costs associated with the protection, licensing, distribution or commercial development of the particular Intellectual Property.

**Non-equity royalties/incomes**

Monetary income or revenue from commercialisation.

**Patent**

A Patent grants an inventor the right to exclude all others from making, using, or selling the invention within a territory for a specified period of time. In Ghana, the period of protection is 20

years. When a Patent application is filed, it is reviewed to ascertain if the invention is new, useful and non-obvious.

**University**

Refers to Takoradi University and all affiliated institutions or organizations controlled by the University and/or governed by the University.

**University Designated Signatory**

A person authorized by the University to execute a binding document on its behalf.

**University Resources**

These include University-administered funds, University facilities, equipment, resources, time, office space, personnel, administrative support.

**Public 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 thesis defenses, presentations, poster sessions, etc.

**Proprietary Information**

Sensitive non-public information which offers certain competitive advantage to an organisation. It includes formulae, trade secrets, software programmes, etc. Word/ Term

**Student**

A part-time or full-time Student enrolled in an undergraduate or post graduate programme at the University.

**Spin off**

An independent division of a company or organization established purposefully to commercialise a new technology.

**Tangible Research Property**

Tangible results from research activities including but not limited to software, data, biological materials, microorganisms, drawings, diagrams, prototypes.

**Visitor**

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

**WIPO**

World Intellectual Property Organization

