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LAGOS STATE UNIVERSITY

INTELLECTUAL PROPERTY RIGHTS POLICY AND PROCEDURES

LAGOS STATE UNIVERSITY

INTELLECTUAL PROPERTY RIGHTS POLICY AND PROCEDURES

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FOREWORD

This Intellectual Property policy document outlines the principles and rules that govern the creation, ownership, and commercial exploitation of intellectual property at Lagos State University. The document also outlines the rights, obligations and incomes accruable to LASU personnel (inventors, researchers) who utilize LASU facilities and resources to create commercially viable IP for the benefit of Lagos State University and the general public. As a major actor in the 21st-century knowledge economy, the University regards IP as a fundamental aid in proffering innovative solutions to humanity's complex problems through cutting-edge research. Relying on its most valuable resource, LASU personnel, the University is unwaveringly committed to pushing back the frontiers of knowledge through innovative patents that can deliver solutions to society's needs when remodelled for industrial applications. This has been the model of accelerated economic growth and industrialization in developed economies, and LASU can blaze the trail of this elusive development.

Therefore, this IP policy document has, therefore, been prepared to achieve this onerous objective. This is imperative for many reasons: first, there is a need to facilitate the development of LASU IP (patents, copyrights, trademarks, etc.) for its use and also give this widest possible dissemination through viable commercialization. Second, there is also the need to protect the IP rights of the inventors of the domesticated IP and compensate them for their inventions in line with global best practices. In this wise, this document, *Intellectual Property Rights Policy and Procedures,* guides parties in their contractual obligations to IP rights and highlights laid-down measures for settling disputes if they arise.

Since its inception, LASU has pursued vigorously the vision of its founding fathers through its unwavering commitment to excellence in learning, research and community service, driven by the need to impact society through its inventions. Thus, the university has pursued this objective cognisant of changing times and the overarching necessity to design policies that clearly outline the contractual obligations, rights, and benefits of the

university and its personnel in matters relating to IP.

In light of the foregoing, it gives me immense pleasure to write the foreword to this epochal document on IP rights and appertaining issues surrounding innovations and patents in the knowledge economy of today. Indeed, the publication could not have come at a more auspicious moment for LASU which has consistently been rated positively globally in the last couple of years. Undoubtedly, these wholesome developments will further give a fillip to research and engender inventions in the university for the benefit of all parties concerned.

I wish to express my profound gratitude to the Governing Council, members of the University Management, the Senate and Directorate of Research Development and Innovation, and stakeholders who have made this document an accomplishment for the benefit of the LASU community and humanity.

Thank you.

Professor Ibiyemi Ibiolola OLATUNJI-BELLO, mni

PREFACE

Intellectual Property remains a vital document in any functional and reputable University or Research Institute. The Lagos State University is poised to positively transform lives and impact on the society through the provision of a highly conducive, motivating and enabling environment for creativity and productive research among its staff, students, associates and collaborators. The Lagos University Intellectual Property Policy is, thus, aimed at protecting Intellectual Properties of innovative ideas and services created by staff, students and associates of the University. The policy document is aimed at creating and providing transparent conceptual and operational frameworks for facilitating and regulating Research and Development activities in Lagos State University. It also provides motivating template for creative works with potential for generating Intellectual Properties among staff, students, associates and collaborators of the University.

The Lagos State University, since its establishment nearly 40 years ago, some of its staff, students, associates and collaborators have brought onboard innovative ideas and services that could be patented and commercialized. Unfortunately, lack of proper Intellectual Property policy has served as major hindering factors to these efforts. This policy document has, therefore, been prepared to serve as a guide for inventions and discoveries through patenting and commercialization in Lagos State University. It suffices to say that this policy guideline is in strict compliance with all relevant national laws such as the: Patent Act, Cap. P2 Laws of the Federation of Nigeria (2004) and Nigerian copyright law (Cap. 28, Laws of the Federation of Nigeria) that specify assets to be protected.

The document covers important and critical sections such as the Intellectual Property Rights: patents, ownership, protection, copyrights, trade secrets, trademarks, utility models, and industrial designs. It also covers critical areas such as the University obligations, researcher/innovator obligations while it considers possible "teething" issues that could arise from research collaboration, confidentiality in material and technology transfer, disclosure of invention, ownership of invention, revenue distribution, as well as

arbitrations of disputes.

Professor Adejuwon Adewale ADENEYE, *DSc, PhD, FAMedS, FNAMed*
Director, Research Management and Innovation

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The Directorate of Research Management and Innovation heartily thank the Lagos State University Management team under leadership of our amiable and visionary Vice Chancellor, Professor Ibiyemi Ibilola OLATUNJI-BELLO *mni* for initiating this project; Lagos State University Senate members for their various inputs into the development of this policy document; and the Head, Legal Unit (Mrs. Olajumoke Boyejo), Lagos State University for her legal expertise in fine-tuning this document. At Directorate of Research Management and Innovation, I would like to thankfully acknowledge Professor Yetunde Abiola KUYINU (Deputy Director), Dr. Mutiu Idowu KAZEEM (Assistant Director), Mrs. Semande Akua AKRAN-OLALEYE (Principal Administrative Registrar), Mr. Mohammed Lawal DAUDA (Administrative Officer I), Mr. Mike HENMAUGO (Assistant Chief Executive, Accounts), Ms. Sessi Grace OGUNGBE (Executive Officer) and Mr. Qudus Tunde AKINDELE (Principal Computer Operator) for their inputs and support in the course of preparing this document.

Professor Adejuwon Adewale ADENEYE, *DSc, PhD, FAMedS, FNAMed*
Director, Research Management and Innovation

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SECTION 1

1.1. DEFINITIONS OF TERMS

Confidential Information and Know-How - Protection for confidential information and know-how arises from the law of confidentiality.
The confidential information may be know-how associated with a Patent or a Patent
Application, or material in existence before, for example, a Patent Application is filed, or material already protected by another form of intellectual property, for example, copyright.

Contractor - means each contractor, subcontractor, vendor, supplier, buying agent, manufacturer, or other entities engaged in the manufacturing or supply chain process, which ultimately results in a finished product on behalf of the Licensee.

Copyrights - Copyright gives the right to control the use of certain material such as books and other literature, art, music, sound recordings, films and broadcasts. However, copyright does not protect inventions (see Patents) or brand names (see Trademarks). Most, but not all, uses of copyright material will require permission from the copyright owner.
Copyright protection is automatic in Ireland in that there is no official application or recording system.

Corrective Action Plan (CAP) - means a written plan provided to the University that details improvements to an organization's processes to remedy violations or alleged violations of the Code. Licensee means all persons or entities who have entered into a written LASU Licensing Agreement with the University (either directly or through a Licensing Agent) to manufacture products bearing LASU's Trademarks. Licensee is sometimes referred to as a "Trademark Licensee."

Domain Names - A domain name is a unique address on the Internet. There are various generic Top-Level Domains (TLDs), such as *.com*, *.org* and *.biz*, as well as, Country Code Top-Level Domains (ccTLDs), such as *.ng*; *.br*, *.au*, *.za*, *.ie*, *.de*, etc.

Intellectual Property - The Lagos State University defines intellectual property as the tangible or intangible results of research, development, teaching, or other intellectual activity. Intellectual property allows creativity and innovation to be captured and owned in the same way as physical property can be owned. Intellectual property includes individually and collectively all technical innovations, inventions, improvements, and/or discoveries, information, writings and software, whether or not patentable or otherwise susceptible to intellectual property protection, including technology and materials in their tangible form.

Know-How - means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and clinical trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain

LASU Licensing Agreement - means an agreement between the University and another entity permitting that entity the right to use and/or manufacture products bearing LASU's Trademarks.

Licensing Agent - means a company that has an agreement with a specific University entity to provide services to assist the University to oversee and manage its Trademark licensing program.

Non-Governmental Organization (NGO) - means a not-for-profit functioning independently of government that the University, from time to time, engages to investigate allegations of worker abuse and recommend mitigating actions.

Patents - Patents are intended to protect new and improved products and processes that have some technical innovation and are capable of industrial application.
A Patent gives its owner the right, for a limited period, to stop others from making, using, or selling the invention without the permission of the owner in a particular territory.
Patent rights are mostly territorial in that a Patent does not give Patent rights outside a specific geographical location. Most Patents are for improvements in a known technology rather than the devising of a completely new technology.

Project - means the research work or intellectual activity

Project Management Team - means one representative of each of the parties, appointed from time to time

Protective Applications - means applications for patent, design, trade mark or other registration available for the protection of Intellectual Property

Publication - means any written, oral or other public disclosure of Results, including the public use or sale of an invention based on the Results

Remediation - means the act or process of remedying or correcting an act (i.e., violation). Supply Chain includes every company that comes into contact with a particular product (e.g., all the companies manufacturing any components of the product, assembling it, delivering it, and selling it).

Representative - means the representative of a party appointed for a purpose

Results - means all information, Know-how, results, software, inventions, works, discoveries and creations, made or conceived or first reduced to practice or writing in the course of the Project

Royalties - means the amounts of money payable as proceeds from the sales or rendering of innovative products or services as agreeable to all the parties

involved in the contractual agreement

Tangible Research Property - This includes biological materials such as cell lines, plasmids, hybridomas (a culture of hybrid cells resulting from the fusion of B cells and myeloma cells), monoclonal antibodies and plant varieties; computer software, databases, integrated circuit chips, prototype devices and equipment, circuit diagrams: and analytical procedures and laboratory methods, whether or nor not intellectual property protection is available through Patents and/or copyright or otherwise.

Term - means the period of "from the Effective Date"

Trademarks - Trademarks are intended to protect a brand's identity so as to distinguish the goods or services of one trader from those of another trader. Trademarks identify and distinguish the goods and/or services of one organization from those of another. Trademarks can be words, symbols, designs, three-dimensional objects (as in packaging), colors, landmarks, sounds, or smells. LASU Trademarks include the "Lagos State University" name, campus and department names (including abbreviations of these names), logos, mascots, seals, iconic buildings, and other source-identifying indicia.

1.2 INTRODUCTION

Intellectual Property ("IP") is an area of very substantial importance in the academic environment of the Lagos State University ("LASU"). The purpose of defining an IP policy is to encourage the generation of IP by Staff, Students, and Other Relevant Parties within the University Community (together referred to as "Personnel").

The LASU Intellectual Property Policy ("IP Policy") is intended to provide support and guidance regarding commercial exploitation, ownership and income from IP, and the use of LASU facilities and resources to ensure that the development of IP is mutually beneficial for Personnel and LASU.

LASU recognizes and encourages the principle that IP developed at LASU ("LASU IP") should be used for the greatest public benefit.

Commercialization is often the most efficient means of promoting the widest possible dissemination and use of LASU IP. In such circumstances, it is appropriate and desirable for both LASU and the originator of the IP to benefit from the commercial exploitation of IP produced at LASU.

In particular, this document sets out the principles and rules that govern the creation, ownership and commercialization of IP developed by Personnel participating in programmes carried out using LASU-owned facilities, know-how, confidential information and/or LASU IP (together known as the "LASU Assets").

LASU has a strong interest in promoting the generation of IP in the context of the Government's drive to create a knowledge-based economy, to increase the number of patents coming out of third-level institutions and transfer that technology into viable commercial entities.

For the avoidance of doubt, this IP Policy (and any subsequent amendments made to this IP Policy) is the agreed protocol or IP Policy referenced in:

(a) the staff letter of employment;
(b) any document engaging any Other Relevant Party;
(d) the Student Handbook; and
(e) any Acceptance Form or Intellectual Property Assignment Agreement duly signed by Staff and/or Students and/or Other Relevant Parties.

This IP Policy also forms part of the regulations of LASU which govern the conduct of Students and Staff.

1.3 DEFINITION

LASU defines IP as the tangible or intangible results of research, development, teaching, or other intellectual activity. Such IP may be created by academics, researchers and other Staff, by Students and by Other Relevant Parties such as contractors and consultants. IP allows creativity and innovation to be captured and owned in the same way that physical property can be owned. IP includes individually and collectively all technical innovations, inventions, improvements, and/or discoveries, information, writings and software, whether or not patentable or otherwise susceptible to IP protection, including technology and materials in their tangible form and includes IP generated from LASU Assets.

1.4 AIMS OF THE POLICY

The objective of this IP Policy is to provide a consistent framework within which LASU IP is developed and managed for the benefit of LASU, the originator and the public good.

The specific aims of the IP Policy are as follows:

(i). To create an environment that encourages the generation of new knowledge by LASU College, Faculties, Departments, Directorates, Centers and Personnel;

(ii). To encourage the recognition and identification of IP within LASU and promote an entrepreneurial culture among Personnel that fosters the development of potentially- commercial IP arising from their research at LASU;

(iii). To provide an efficient process by which the commercial potential of IP can be assessed by LASU and its advisors and to ensure that the process of IP evaluation, protection and commercialization are carried out in a timely manner;

(iv). To motivate the development and exploitation of IP by providing appropriate rewards to both originators and LASU, and to provide administrative assistance to originators;

(v). To provide support and supervision for the creation of economic structures through which LASU IP is developed and used commercially;

(vi). To maximize the earnings potential from commercialization and to utilize financial and other returns to advance and encourage research in LASU;

(vii). To encourage strategies of commercialization and technology transfer that provide the greatest benefit to the Irish economy;

(viii). To encourage public use and commercialization of LASU IP by facilitating its transfer
from LASU to industry and business;

(ix). To continue to recognize the traditional LASU practices with respect to education, publication and scholarly works;

(x). To ensure that the financial return from the development of LASU IP does not distort decisions and operations of LASU in a manner contrary to the mission of LASU;

(xi). To give due regard to the non-financial benefits (e.g. non-cash consideration, the benefit of strategic relationships between LASU and third parties, access to IP and confidential information) that will accrue to LASU and to the originators of IP in pursuing the goals of this IP Policy;

(xii). To develop and continually improve a long-term strategy that enables the development of IP, related commercialization and technology transfer, together with maintenance of high standards of education.

1.5 PURPOSE OF LASU IP POLICY

The purpose of the Intellectual Property Policy is to foster the creation and dissemination of knowledge and to provide certainty in individual and institutional rights associated with ownership and with the distribution of benefits that may be derived from the creation of Intellectual Property.

1.6 APPLICATION OF LASU IP POLICY

This policy applies to all full or part-time employees, including student employees, creating Intellectual Property using:

(a). the University's equipment, supplies, facilities or trade secrets;

(b). resulting from work performed for the University;

(c) relating to the University's actual or demonstrably anticipated research and/or development while under contract with the University.

It also applies to student academic creations, whether the student is an employee or not.

The IP policy will also be operational on all four campuses of the Lagos State University which are located in Ojo, Badagry, Ikeja, and Epe.

1.7 POLICY STATEMENT

The provisions of this Policy are subject to any applicable laws, regulations or specific provisions of the grants or contracts that govern the rights of Intellectual Property created in connection with Externally Sponsored Research. Under the terms of certain contracts and agreements between the Lagos State University and various agencies of government, private and public corporations, and private interests, the University is or may be required to assign or license all rights to Intellectual Property that arise in the course of work conducted under such agreements to the contracting party.

The Lagos State University retains the right to enter into such agreements whenever such action is considered to be in its best interest and in the public interest. The provisions of Copyright Act Cap 68, Laws of the Federation of Nigeria, 2004. Section 1(1) (a-f) of the Copyright Act apply to Inventions such as Literary works, Musical works, Artistic works, Cinematograph films, Sound recordings, and Broadcasts either funded by individuals, corporate organization, or government ministries or agencies.
Employment contracts and agreements will include a formal notice of and acceptance of the Lagos State University intellectual property policies. Employees will be provided an Invention Assignment Agreement to sign at or before the time they enter into employee status.

1.8 LASU INTELLECTUAL PROPERTY COMMITTEE COMPOSITION

A Committee shall be set up in the University after the adoption of this IP Policy and shall consist of the following members (the "IP Committee"):

(I). Director, Research Management & Innovation.
(ii). Dean of Faculty/Head of Department/or nominee (from which the proposal is emanating).
(iii). Bursar (or nominee).
(iv). Deputy Registrar, Legal Unit
(v). Expert in the area of technology (appointed in consultation with the inventor), as required.
(vi). Student Rep either undergraduate or postgraduate
(vii) Other professional advisors as required and nominated by the Vice-Chancellor

The IP Committee members will be required to sign a confidentiality agreement regarding proposals submitted and regarding the IP produced at LASU and presented to the IP Committee. This is to ensure that new ideas, innovative products, and services are protected. However, the Vice Chancellor reserves the right to alter/modify the composition of the IP Committee.

Members of the IP Committee will be required to declare their interest in a proposal if such exists and to absent themselves from any discussion pertaining thereto.
The Office of Development (which is one of the Offices under the administration of the Directorate of Research Management and Innovation) is in charge of each of the activities set out in this IP Policy including (without limitation) putting the decisions of the IP Committee into effect.

The IP Committee and the Office of Development will be availed of these resources when appropriate.

1.9 ROLE OF THE IP POLICY COMMITTEE

(i). Processing of IP applications;
(ii). Determining the commercial value of IP and/or inventions;
(iii). Determining IP agreements with industry regarding collaborative research projects;
(iv). Facilitating a fair and equitable return to those involved in the commercialization of their research/work;
(v). Nominating negotiators with third parties and ensuring a reasonable financial return
to the Personnel involved (where appropriate) and to LASU.

1.10 GENERAL PROVISIONS OF LASU IP POLICY

1.10.1. As a general rule and subject to the exceptions set out in this IP Policy), any IP rights in or to any material/works created by Personnel in the course of their employment or education by LASU or in relation to work carried out for LASU is the property of and vests solely and absolutely in LASU or such companies or organizations as LASU may nominate for such purposes. Such material/works include, but are not limited to any:

(i). copyright (including rights in computer software and moral rights,
(ii). patents,
(iii). design rights,
(iv). trademark rights,
(v). brand rights,

(vi). database rights,
(vii). know-how,
(viii). trade secrets,
(ix). confidential information rights in design,
(x). semiconductor topography rights,
(xi). or other intellectual property rights or other property rights, (whether vested, contingent, or future anywhere in the world).

This applies to any IP in materials that are developed by Personnel which they cause to come into existence:
(i). during the working or teaching hours of LASU DRMI; or
(ii). when using LASU's equipment, supplies, facilities or LASU Assets; or
(iii). using LASU's confidential information, trade secrets, know-how or any LASU IP; or
(iv). in relation to any work performed for LASU (including pursuant to any third-party funded research programmes).

1.10.2 At LASU's reasonable cost, Personnel also agree at any later time to execute any documentation or otherwise provide assistance to LASU to secure, protect, perfect or enforce any of LASU's rights, title, and interests in and to LASU IP.

1.10.3 This IP Policy is applicable to IP that is owned by LASU, including (without limitation) for any of the reasons outlined below:
(i). It is developed by Personnel in the course of their normal or specifically assigned duties either when IP could be reasonably expected to result from the carrying out of those duties and/or, at the time the IP was developed, there was a special obligation on the relevant Personnel to further the interest of LASU.
(ii). Under the 2000 Act (as defined in Annex 1 of this IP Policy), LASU is the first owner of any copyright in the work created by Employees in the course of their employment unless precluded by a prior agreement between LASU and a third party.

(iii). The IP arises out of funded or non-funded research where such research has, in the opinion of LASU, made use of the equipment, facilities, LASU Assets and/or other resources of LASU (except where ownership of such IP was provided for in a prior agreement between LASU and third parties).
(iv). If it is a condition of the appointment of a student to perform research that LASU should have ownership of the IP arising from the research performed by such student.
(v). If it is a condition of the appointment of an Other Relevant Party to perform research that LASU should have ownership of the IP arising from the research performed by such Other Relevant Party.

1.10.4 IP arising from research or other work sponsored by an external organization (e.g. Enterprise Ireland) shall be subject to the IP provisions that are stipulated in the related agreement between LASU and the external organization (captioned as "External Agreement").
(i). Where an External Agreement requires all new IP rights to be assigned to a private company, the entry-level (or "background") LASU IP should be defined so that it is not inadvertently assigned to the private company as part of the new IP (also described as "foreground IP" or "results") but is retained as LASU IP.
(ii). All External Agreements should be reviewed by a legal person representing LASU.
For the avoidance of doubt, where IP is generated from research that is 100% funded by monies provided directly by the State, or by any not-for-profit financial instrument which has been established by an organization or individual, and awarded through a public service organization charged with the granting and dissemination of research funds, this IP will be exclusively and absolutely owned by LASU.

1.10.5. The IP Policy also extends to Other Relevant Parties such as non-employees that participate in research projects at the LASU including visiting scholars, industrial personnel, or personnel from Government Ministries, Departments and Agencies, *etc.* unless a specific waiver has been approved. Other Relevant Parties at LASU who have a prior existing and

conflicting intellectual property agreement or arrangement with another employer or third party must enter into an agreement with LASU (and their employer or relevant third party) to abide by the conditions of this IP Policy in the course of their activities in LASU.

1.10.6. In order to enable the achievement of the aims and goals of this IP Policy, the Development Office will, through the dissemination of information and the holding of general information sessions for Personnel, foster the general awareness of Personnel of this Policy. In addition, the Development Office intends to provide specific training on this IP Policy and its day-to-day application and relevance to research-active Personnel.

1.11. CONSULTANCY

All members of Staff are permitted to engage in consultancy projects for third parties subject to compliance with applicable LASU policies in force from time to time and subject to approval by the Vice-Chancellor. Any such approved consultancies must be disclosed to the IP Committee.

SECTION 2

2.1. COPYRIGHTABLE MATERIALS AND WARES

The ownership of the various rights associated with copyright is dependent upon the specific type of Copyrightable Work that is created. The Lagos State University shall assert limited ownership of Copyright Works as set forth below. Since the University has a fiduciary responsibility for the appropriate use of state funds unless otherwise provided for under this policy, all rights associated with Copyrightable Works produced as "Work Made for Hire" or other works that make "Substantial Use" of the University's resources belong to the University.

2.1.1. Mediated Courseware

2.1.1.1. The Lagos State University shall have limited ownership or control rights for Mediated Courseware as specified below:

(a). Self-initiated mediated courseware. When employees develop Mediated Courseware without specific direction from the University, unless otherwise agreed, the ownership of the courseware shall remain with the employee.

Normally, no royalty, rent or other consideration shall be paid to the employee when that mediated courseware is used for instruction at the University and such Mediated Courseware shall not be used or modified without the consent of the creator(s). The Mediated Courseware shall not be sold, leased, rented, or otherwise used in a manner that competes in a substantial way with the for-credit offering of the University unless that transaction has received the approval of the Vice Chancellor. Should approval be granted to offer the course outside of the University, the creator shall reimburse the University for Substantial Use of University Resources from revenues derived from the transaction offering the course.

(b). Institution-directed mediated courseware. When the University specifically directs the creation of Mediated Courseware by assigning one or more employees to develop the Mediated Courseware and supply them with materials and time to develop the Mediated Courseware, the resulting

Mediated Courseware belongs to the University and the University shall have the right to revise it and decide who will utilize the Mediated Courseware in instruction. The University may specifically agree to share revenues and control rights with the employee.

2.1.1.2. Mediated Courseware when judged by the creator(s) to have actual or projected market value in excess of 5 million naira annually shall be reported to a designee of the Vice Chancellor. The report shall contain a description of the mediated courseware. Mediated Courseware judged by the Creator(s) not to have commercial value shall be considered reported when used in a Lagos State University course.

Procedure: When the University directs employees to develop Mediated Courseware, a contract should be agreed to between the Lagos State University and the faculty member(s) before the project begins.

The contract should contain clear statements regarding the following:

(a). Definition of the project and participants
(b). Time commitment
(c). Compensation, such as release time, summer salary, etc.
(d). Ownership of derivative works

(e). Revenue sharing
(f). Conditions of revision
(g). Credits to creators
(h). Procedures for creating an agreement on instructional uses by other institutions or licensing should those conditions warrant.

2.1.2. Scholarly and Artistic Works

Notwithstanding the University's ownership of Copyrightable Works made with Substantial Use of University Resources and Work Made for Hire, the ownership of textbooks, curricula, course materials, lectures, presentations, learning modules, scholarly monographs, trade publications, maps, charts, articles in popular magazines and newspapers, novels, nonfiction works, supporting materials, artistic works, and like works, whether in physical, electronic, or any other media of expression, shall reside with the Creator(s) and any revenue derived from their work shall belong to the Creator(s).

Except for textbooks, the University shall have royalty-free use of the Work within the University, unless otherwise agreed in writing.

2.1.3. Manuscripts for Academic Journals and Written Products of Scholarly Work.

2.1.3.1. Notwithstanding the University's ownership of Copyrightable Works made with Substantial Use of University Resources and Work Made for Hire, the ownership of written products of scholarly work, such as conference publications, manuscripts for publication in academic journals, and similar written work, shall reside with the Creator(s), and any revenue derived from the works shall belong to the Creator(s).

2.1.3.2. If the scholarly work is to be published, the Creator(s) shall request the right to provide the University with a royalty-free right to use the work within the University in its teaching, research, and services, but not for external distribution, and, if successful, the Creator(s) shall grant such right to the University.

Procedure: Upon acceptance of the scholarly work, the University will provide a royalty-free request form to be sent to the publisher by the Creator. The Creator's responsibility for this policy ends with the submission of the form.

2.1.3.3. Upon the establishment of national governmental or nonprofit entities whose purpose is to maintain in an electronically accessible manner a publicly available copy of academic manuscripts, the appropriate University Committee as constituted by the Vice Chancellor will review each entity and upon the determination that providing the manuscripts will not jeopardize the publication of articles or infringe on academic freedom, require the Creator(s) to provide to the appropriate entity a limited license for the use of each manuscript.

2.1.4. Copyrightable Software

The rights to Copyrightable Software produced by Substantial Use of University resources or resulting from Institutionally Sponsored Research, with an actual or projected market value in excess of 5 million naira annually, except software included in computer-mediated courseware, shall be

determined pursuant to **Section 1(1) of the Nigerian Copyright Act** and in accordance with Section 2 of this Policy

Procedure: The Lagos State University will provide a form for disclosing copyrightable software that a reasonable person would believe to have an actual or projected market value in excess of 5 million naira annually. The University will establish a procedure for normally rendering a decision within 45 days that allocates rights to copyrightable software produced by substantial use of the University's resources.

2.1.5. Student Academic Creations

The ownership of student works submitted in fulfillment of academic requirements shall be with the Creator(s) with the following exception: upon request of the Creators, the University shall determine ownership of Copyrightable Works created from research or development activities that are collaborative efforts involving Students, Faculty or Staff, or spanning several semesters. The student by enrolling in the University gives the University a non-exclusive royalty-free license to mark on, modify, and retain the Work as may be required by the process of instruction, or otherwise

handle the Work as set out in the University's Intellectual Property Policy or in the course syllabus. The University shall not have the right to use the Work in any other manner without the written consent of the Creator(s). Where the creation is part of an ongoing research or development project, the involved faculty or staff shall have the right to use and modify the creation for use within that project and related research projects without the additional consent of the Creator(s).

Procedure: A statement on accessibility to the University policy on intellectual property will be inserted in documents accessible to students.

SECTION 3

3.1. INTELLECTUAL PROPERTY POLICY ADMINISTRATION

At LASU, the office responsible for supporting the development and commercialization of LASU IP is the Office of Development under LASU DRMI. All LASU IP created by Personnel must be disclosed in accordance with the procedures laid down in this IP Policy.

3.2. DISCLOSURE

3.2.1. It is a condition of:

employment or engagement by LASU as Staff;
admission by LASU as a Student; or
engagement by LASU as an Other Relevant Party;

that the results of all research or projects should be fully, promptly and completely disclosed to LASU.

3.2.2. In order to enable LASU to ensure that it fulfills its obligations to organizations, companies, and other third parties in both the public and private sectors, who are funding research at LASU, all Personnel must disclose any IP arising from such research to LASU through the Office of Development as soon as possible after such IP is apparent.

3.2.3. The IP should be kept confidential for a period of time until a timely evaluation of the case assessment (including, without limitation, patentability) has taken place.

3.2.4. No publication should be made prior to disclosure.

3.2.5. Confidentiality agreements and/or non-disclosure agreements should be used where appropriate.

3.3. INTELLECTUAL PROPERTY PROTECTION APPLICATION

Procedures to be followed in respect of IP protection applications are as stated below:

3.3.1. Submission of Invention Declaration Form (see Annex III):

(I). Regarding any discovery or invention made that might be useful,

patentable, or otherwise protectable, the IP Policy requires that Personnel obtain and complete an Invention Declaration Form.
(ii). A duly completed and endorsed form should be promptly submitted to the Office of Development.

3.3.2. Commercial Evaluation of IP:

(i). The completed Invention Declaration Form submitted to the Office of Development under LASU DRMI is processed to the IP Committee for assessment under the guidelines of the IP Policy and for recommendations to LASU regarding the patentability and/or potential commercialization of the products/or services.
(ii). The IP Committee may recommend that other suitably qualified advisors or external Consultants be engaged to advise on the assessment of the IP.
(iii). The criteria to assess the commercial value of the IP should include (without limitation):

- Assessment that the IP does not cater for a once-off need and that it has a potential long-term benefit.
- Technical and commercial feasibility.
- Proof of concept (business plan, access to finance, etc.).
- Potential for sale or licensing of technology or consultancy.
- Demonstrates a competitive advantage based on a differentiated or innovative product or service.
- Development stage of the subject matter.
- Commercial focus and the profit motive.
- Study of comparable existing subject matter, licenses, and commercialization practices.
- Proximity to market.
- Market valuations – in other words, 'what is the current market willing to pay?'
- Barriers to entry into markets.
- Estimated projected sales based on market research.
- Third-party assistance including, for example, input from industry and state agencies.
- Estimated cost of the patent process.

(iv). Whilst the criteria listed above are not exhaustive, it provides guidance to persons submitting an application as well as to those determining the commercial value. As it is a complex decision, the IP Committee may refer to other expertise (internal or external) where necessary, and further criteria may be applied.
(v). A decision will be made by the IP Committee within a reasonable time (e.g. 60-90 days, but in any event no longer than one year from the date of report) of receipt of the application, where practicable, and the originator of the IP will be notified in writing of the decision made.
(vi). If the evaluation is rejected by the IP Committee, the IP Committee may decide in appropriate circumstances, to offer the opportunity to the originator of the IP to pursue exploitation independently if appropriate under agreed written terms. LASU will have no rights if it subsequently proves successful, subject to any agreed terms.

3.3.3. Submission of a patent application or an application for other protection:

(i). LASU shall have the right, but not the obligation, either directly or through an outside agent, to seek patent or other protection of the IP and to undertake efforts to introduce the invention into public use.
(ii). Where a decision is made by the IP Committee to proceed with a patent application, the originator of the IP is required to cooperate in every reasonable way, execute all necessary documents, and assist the IP Committee in completing the patent application form. The application should remain confidential until such time as the process is complete. Confidentiality agreements will be used where appropriate.
(iii). Commercialization activities should recognize specific terms and conditions in appropriate funding contracts including any External Agreements.
(iv). The cost of the submission of the application shall be paid by LASU. Any expenses incurred will be reimbursed to LASU prior to the distribution of any royalty income (if any) from the IP.
(v). The originator of the IP and LASU shall take all reasonable precautions to protect the integrity and confidentiality of the IP in question. The originator of the IP should be aware that publication prior to the filing of patent

applications may prevent the granting of certain patents.
(vi). LASU may decide at any stage to withdraw from the process of exploiting a particular piece of IP. This may arise where:
- Concern exists regarding the technical or commercial feasibility of a particular piece of IP,
- costs of exploiting the IP are excessive, or
- external sponsorship of the process is no longer available
(vii). The originator of the IP will be notified in writing of the intention of LASU to withdraw from the process and the withdrawal will apply from immediate effect.
(viii). The IP may, at LASU's entire discretion, be assigned or licensed to the originator in appropriate circumstances, offering the opportunity to the originator of the IP to pursue exploitation independently.
(ix). No patent application, assignment, licensing, or other agreement may be entered into or will be considered valid with respect to LASU IP except when properly and lawfully executed by LASU.

SECTION 4

OWNERSHIP OF PATENTABLE INVENTIONS AND COPYRIGHTABLE SOFTWARE

4.1. INTELLECTUAL PROPERTY CREATED WITHIN LASU EMPLOYMENT

Ownership of Patentable Inventions or the ownership of Copyrightable Software that a reasonable person would believe to have an actual or projected market value in excess of 5 million naira annually shall be retained by the Lagos State University where such inventions or software result from Institutionally Sponsored Research or from the Substantial Use of University Resources. Any rights to Inventions or Copyrightable Software retained by the University shall be assigned to the University and administered by the Lagos State University Directorate of Research Management and Innovation (LASU DRMI) in conjunction with the Lagos State University Legal Unit on behalf of the University for the purpose of obtaining patents on inventions, receiving gifts, administering or disposing of such patents, and promoting research and the development of Inventions and Copyrightable Software at the Lagos State University by every proper means.

The following regulations shall be followed with respect to Inventions or Copyrightable Software:

4.1.1. Disclosure to the University

Anyone who conceives an Invention or creates Copyrightable Software (that is not included in mediated courseware), which results from Externally Sponsored Research, Institutionally Sponsored Research, or from the Substantial Use of University Resources, shall report the matter to the LASU DRMI on an Invention Disclosure form, available at https://lasu.edu.ng/. Following receipt of the Invention Disclosure Form, LASU DRMI will schedule a meeting with the Creators to discuss the disclosed Invention or Copyrightable Software.

4.1.2. Commercialization Decision

If the University or LASU DRMI acting on behalf of the University notifies the Inventor(s)/Creator(s) that neither the University nor LASU DRMI intends to pursue commercialization of the Invention or Copyrightable Software, then the Inventor(s)/ Creator(s) is free to patent or copyright it, subject to the rights of the Nigerian Federal Government or other external sponsors, and any other joint inventor/creator as provided for by the Patent & Designs Act Cap P2, Laws of the Federation of Nigeria 1988. According to section 1(1) of the Patent & Designs Act, an invention is considered patentable if it meets the following conditions:

(i). It must be new
(ii). It must be the result of an inventive step; and
(iii). It must be capable of industrial application.

However, the law restricts the commercialization of all inventions conceived or first actually reduced to practice in the performance of a federal grant, contract, or cooperative agreement. If the University or LASU DRMI decides not to pursue the commercialization of inventions that are the result of research funded in whole or in part by a federal agency, the right to commercialization passes to the federal agency that sponsored the research. The Inventor(s)/ Creator(s) shall be notified within 180 days of the date of submission of the invention disclosure to LASU DRMI that LASU DRMI has begun to proceed with commercialization or that he or she is free to obtain and exploit a patent or other Intellectual Property in the Inventor(s)/ Creator(s) own right. In such case, however, the University does not relinquish its right to publish any of the data associated with the Invention or Copyrightable Software, provided that such Invention or Copyrightable Software resulted from Externally Sponsored Research, Institutionally Sponsored Research, or from the Substantial Use of University Resources. If the Lagos State University or LASU DRMI decides not to further pursue the protection or commercialization of an Invention or Copyrightable Software, it shall negotiate an Invention Release Agreement and assign all other rights therein to the Inventor(s)/Creator(s), subject to the rights of the Federal Government or other External Sponsor, and any other joint Inventor(s)/Creator(s).

Procedure: Upon making a decision that the invention does not warrant commercialization, the LASU DRMI shall notify the Inventor(s)/ Creator(s) in writing that they are assigned the rights therein upon execution of an Invention Release Agreement.

4.1.3. Revenue Distribution

When any revenue is obtained by or on behalf of the University from the commercialization of any Invention, including royalties, license fees or other charges based on any patent or copyrightable software, 35% of revenues shall be paid directly to the Inventor(s)/Creator(s), 7.5% shall be paid to the department or center to which the Inventor(s)/Creator(s) belongs, 50% to the University and 7.5% to LASU DRMI being the facilitator of the commercialization. The University portion of the revenue shall be used to sponsor further research and research-related activities on behalf of the University.

Revenue sharing shall begin only after the University or LASU DRMI recoups costs paid in support of obtaining revenue from the Invention, including costs of patents. When revenues are to be shared, the Inventors(s)/Creator(s) shall obtain his/her/their share only after the University has recouped any direct costs borne by the University for equipment and materials and costs paid to third parties. If there is more than one creator, the applicable revenue percentage will be divided equitably among the Inventor(s)/Creator(s). Their departments and schools or centers will also divide the applicable percentage equitably. The Vice Chancellor or designee retains the right to review the distribution and mediate among the parties. When multiple disclosures are used to develop a single patent or license, then the income is split equally across the disclosures unless a different distribution is agreed upon by all those affected (Inventors, department chairs, etc.). If the Invention is the result of Externally Sponsored Research and the sponsor regulates the distribution of income, such specific regulations shall take precedence over University policy with respect to the distribution of the revenue. With respect to any patent matter in which another institution or an outside agency shall share in the income derived from the patent rights, distribution of income shall be made first to the other

institution according to agreed-upon terms, and then to the Inventor(s) /Creator(s).

4.1.3.1. In case of cooperative research sponsored in part by an outside corporation or individual, a written contract shall be made between the University or its designee and the cooperating agency. This contract should include a statement of policy substantially equivalent to that outlined below:
(a). It is agreed by the parties to this contract that all results of experimental work, including Inventions, carried on under the direction of the scientific staff of the Lagos State University, belong to the Lagos State University or at the discretion of the Lagos State University to its designee and to the public and shall be used and controlled so as to produce the greatest benefit to the public.
(b). It is understood and agreed that if Inventions or Copyrightable Software grow out of the investigation and such Inventions or Copyrightable Software have commercial value, the cooperating agency shall receive preferential consideration as a prospective licensee, with a view to compensating said cooperating agency in part for the assistance rendered in the investigation.
(c). It is further agreed that the name of the Lagos State University or its designee shall not be used by the cooperating agency in any advertisement, whether with regard to the cooperative agreement or any other related matter.

4.1.3.2. In case of a research project where it is proposed that all costs including overhead, the salary of the investigator, reasonable rent on the use of equipment, etc., are paid by an outside party, the outside party and the University or its designee shall negotiate the appropriate assignment of all Inventions or Copyrightable Software rights prior to the provision of any funding by the outside party. Unless prohibited by law or contract/grant terms, the University reserves the right to publish all data of fundamental value to science and technology. Because situations may exist in which publication should be delayed or strategically timed, the University shall consult with the investigator/author prior to publication by the University. The educational programs of students, including publication of theses, dissertations, and papers, will be given the highest priority when students participate in externally funded research.

4.2. INTELLECTUAL PROPERTY CREATED OUTSIDE LASU EMPLOYMENT

The Lagos State University will have no interest in any inventions or other IP created by Personnel entirely on their own time without the use of any LASU Assets. The onus shall be on Personnel asserting their rights to prove to the satisfaction of LASU that the relevant invention or IP was in fact created by them on their own time without the use of any LASU Assets. Personnel must not infringe on the Intellectual Property Rights of any third parties.

4.3. PUBLICATION OF RESEARCH RESULTS

4.3.1. It is LASU's Policy to encourage staff and students to place the results of their research in the public domain either through publication in learned journals or scientific presentations at Conferences. This is an essential factor for academic recognition.
4.3.2. It is mandatory that such disclosure is not in violation of the terms of any agreement that has been entered into by LASU with a sponsor or other third party.
4.3.3. It must be realized that premature publication or disclosure except on a confidential basis may make it impossible to obtain valid patent protection. Where possible the delay in publication to enable a patent application to be filed should be for a period of 90 days from the date when this IP is ready for publication.
4.3.4. The placing of a thesis in the University library without ensuring that accessibility is restricted constitutes publication.

4.4. IP DISPUTE RESOLUTION COMMITTEE

4.4.1. Any dispute between LASU and the originator of IP will be forwarded to an independent arbitrator to be agreed upon by the parties.
4.4.2. Failing agreement, the arbitrator will be appointed by the Vice Chancellor on the advice of the University Legal Unit.
4.4.3. Expenses incurred in the arbitration shall be deducted from royalty income before distribution.

4.5. CONFLICT OF INTEREST RELATING TO EXTERNAL OR CONSULTANCY AGREEMENTS

4.5.1. LASU encourages full disclosure of potential areas of conflict and open discussion at an early stage. LASU will help alert Staff and Other Relevant Parties to recognize where conflicts may occur and to manage and resolve these conflicts amicably should they arise.

4.6. ORGANIZATIONS AND COMPANIES COLLABORATING WITH LASU ON RESEARCH PROJECTS

4.6.1. As a Public University, LASU has an obligation to ensure the maximum public benefit from the exploitation of IP created from both publicly funded research and collaborative co-funded research. This is usually best maximized when IP is commercially exploited.

4.6.2. The LASU IP Committee will conduct a commercial evaluation on the IP created, in-making, or be created in a research project and will seek information from the collaborating organizations/institution on how best it intends to commercialize the IP, and also determine the IP ownership rights they require from the project.

4.6.3. The evaluation to determine the commercial value and IP ownership rights will be in strict compliance with the best global practice. All such information requested and provided will be treated in strict confidence.

4.6.4. Upon the above assessment, the LASU IP Committee will decide on the IP ownership rights. LASU requires and will agree to the sale/assignment, licensing (exclusive or non-exclusive), or joint venture agreements or otherwise with the collaborating company to ensure maximum commercial benefits.

4.6.5. A legal agreement will be executed between the parties, setting out the rights, entitlements, and obligations of each party prior to the commencement of work on the project.

4.7. POLICY CHANGES

Changes in the above policies may be made by the Lagos State University to conform to the requirements and extant regulations of the Lagos State Government and the Federal Republic of Nigeria when contracting with either the Lagos State Government and the Federal Government of Nigeria or

any of the Ministries, Departments or Agencies of either Lagos State Government or Federal Government of Nigeria.

SECTION 5

5.1. TRADEMARK POLICY

The Lagos State University reserves the right to own, control, and protect its trademarks and service marks.

5.2. POLICY SUMMARY

It is the policy of the Lagos State University (LASU) that goods bearing the names of the University or its campuses, abbreviations of these names, logos, mascots, seals, or other trademarks owned by the LASU must be produced under fair, safe, and humane working conditions. Thus, all goods bearing Trademarks, regardless of end use – including retail and promotional items, gifts, uniforms, or other uses – must be produced or otherwise sourced only through companies authorized, by virtue of a licensing or other agreement, to place LASU trademarks onto products (e.g., apparel, school supplies, toys, and promotional goods). It is the responsibility of all LASU employees and students ordering goods bearing LASU's name, logos, or other LASU-owned trademarks (including names of University departments) to use only authorized Licensees that have expressly agreed to adhere to this policy. Licensees must agree to the standards set forth in this policy throughout their supply chain and must responsibly manage a transparent supply chain.

5.3. POLICY TEXT

The University expects its Trademark Licensees to conduct their business in a manner consistent with, and follow workplace standards that adhere to, this Code of Conduct (the Code). The Code is subject to amendment to reflect any subsequently developed standards either by the University or a national higher education organization whose code the University chooses to adopt. This Code will apply to all LASU Trademark Licensees and will be incorporated into each LASU Licensing Agreement. As a condition of being permitted to produce and/or sell licensed products bearing LASU Trademarks, all Licensees must comply with this Code and must ensure their Contractors comply with this Code. It is the responsibility of Licensees and their Contractors to ensure supply chain transparency and to trace their supply chain to its origin. Similarly, it is the responsibility of all LASU

employees and students ordering goods bearing the LASU's name, logos, or other LASU Trademarks (including names of LASU departments or other units) to use only authorized Trademark Licensees, all of whom must agree to adhere to the Code.

5.3.1. Standards

Licensees and their Contractors must operate workplaces that comply, at a minimum, with all applicable laws (including environmental laws) of the country in which products are manufactured and with the standards and requirements set forth in this Code. Where the applicable legal laws of the country of manufacture conflict or differ with the standards and other requirements in this Code, the higher standard prevails.

(i). *Ethical Standards:* Licensees and their Contractors commit to conduct their business according to a set of ethical standards which include, but are not limited to, honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each worker.

(ii). *Employment Standards:* The University will do business only with Licensees whose workers, and those of their Contractors, work voluntarily, are not at undue risk of physical harm, are compensated fairly, and are treated with dignity. The University expects its Licensees and their Contractors to adopt and adhere to rules and conditions of employment that respect workers and, at a minimum, safeguard their rights under national and international labor and social security laws and regulations. In addition, the following are required:

5.3.2. Wages and Benefits

Licensees and their Contractors must provide wages and benefits that comply with all applicable laws and regulations and that match or exceed the local prevailing wages and benefits in the relevant country. In addition, such wages and benefits must constitute a "fair/living wage," which requires meeting the basic needs for the worker and two dependents to have access to resources, including food, safe drinking water, clothing, shelter, energy, transportation,

education, sanitation facilities and access to health care services.

(a). Working & Overtime Hours/Compensation

Licensees and their Contractors must not require their employees to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week must not exceed 5 working days (8:00 am – 4:00 pm). All overtime work must be consensual and not coerced. Employers must not request overtime on a regular basis and must compensate for all overtime work at least at the premium rate legally required in the country.

(b). Child Labor

No person will be employed under the age of 15 or under the age for completion of compulsory education, whichever is higher. No person under the age of 18 will undertake hazardous work – e.g., work which, by its nature or the circumstances in which it is carried out, is likely to cause harm to the health or safety of such person. Licensees and their Contractors must work with governmental organizations, human rights, and NGOs, as determined by the University and Licensees, to minimize the negative impact on any child released from employment as a result of the enforcement of this Code.

(c). Forced Labor

No use of forced labor is permitted, whether in the form of prison labor, indentured labor, or otherwise. Licensees and their Contractors will comply with international standards and all applicable local and national laws, regulations, standards, and procedures concerning the prohibition of forced labor and human trafficking.

(d). Health and Safety

Licensees and their Contractors must provide workers with a safe and healthy work environment that complies with or exceeds local and national health and safety laws. Licensees and their Contractors will provide appropriate protection for workers exposed to hazards, including glues and solvents that may endanger their lives and safety.

(e). Non-discrimination

Licensees and their Contractors agree to employ individuals solely on the basis of their ability to perform the job and will not subject any person to discrimination in employment – including matters pertaining to hiring, salary, benefits, advancement, training, discipline, termination or forced retirement – on the basis of race, color, state of origin, religion, sex, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.

(f). Women's Rights and Gender Equality

(*i*). Female workers will receive: equal remuneration, including benefits; equal treatment; equal evaluation of the quality of their work; and equal opportunity to fill all positions open to male workers;

(*ii*). Pregnancy tests will not be a condition of employment, nor will they be demanded of employees;

(*iii*). Female workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority, or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits after the maternity leave has ended;

(*iv*). Female workers will not be forced or pressured to use contraception;

(*v*). Female workers, especially pregnant women, will not be exposed to hazards, including glues and solvents, that may endanger their safety (including their reproductive health) unless thorough protections are in place;

(*vi*). Licensees will provide appropriate adequate maternity healthcare services to pregnant workers.

(g). Harassment or Abuse

Every worker must be treated with dignity and respect. No worker will be subject to any physical, sexual, psychological, or verbal harassment or abuse. Licensees and their Contractors will not use or tolerate any form of corporal punishment.

(h). Freedom of Association

Licensees and their Contractors will recognize and respect the right of workers to freedom of association and collective bargaining with bargaining representatives of their own choice in accordance with International Labor Organization Convention 87, which protects freedom of association and the right to organize. No workers will be subject to harassment, intimidation, or retaliation as a result of their efforts to freely associate or bargain collectively. Licensees and their Contractors must allow union organizers reasonable access to workers and must recognize the union of the workers' choice.

(i). Disclosure

Licensees must provide the following information to the University or its designated Licensing Agent(s) and update such information immediately when any change occurs:

(*i*). The company names, owners, and/or officers of Licensees and their Contractors; addresses, phone numbers, and email addresses of Licensees and their Contractors; and the nature of the business associations and their roles in the manufacturing process;

(*ii*). The manufacturing plants of Licensees and their Contractors involved in all levels of the manufacturing process of items (including raw materials, blank goods, and decorations) that bear, or will bear, the name, Trademarks, and/or images of the University;

(*iii*). A written description of sourcing practices;

(*iv*). A written description of systems and procedures used by Licensees and their Contractors to ensure ongoing compliance with this Code and to correct any instances of non-compliance with this Code;

(*v*). Upon request, internal and external monitoring reports regarding Licensees' and their Contractors' compliance with this Code. Licensees are required to report immediately to the University any material changes in the foregoing disclosures, including the addition or deletion of manufacturing plants. All disclosures provided in connection with a LASU Licensing Agreement may be made publicly available without confidentiality restrictions.

5.4. PROCEDURES

All LASU Licensing Agreements must incorporate this Code of Conduct policy as a requirement for such agreements. All products bearing LASU Trademarks regardless of end use (including retail and promotional items, gifts, uniforms, or other uses) must be produced or otherwise sourced from a LASU Trademark Licensee.

SECTION 6

6.1. INTERNAL MONITORING, TRAINING, INDEPENDENT EXTERNAL MONITORING AND VERIFICATION

6.1.1. It is the responsibility and obligation of each Licensee to:

(a). take continuous steps to ensure its compliance with this Code, and to verify that its Contractors are in compliance with this Code;

(b). document the nature and extent of all activities it undertakes to ensure its compliance with this Code;

(c). resolve to the University's satisfaction any incidence of non-compliance with this Code in a prompt and effective manner;

(d). actively seek knowledge, training, and implementation of best practices regarding international labor standards and ethical supply chain management, including consultation with governmental, human rights, labor, and credible third-party monitoring organizations;

(e). develop an internal monitoring program adequate to ensure compliance with this Code;

(f). refrain from any actions that would diminish the protections of these labor standards and compliance with this Code; and

(g). join and maintain membership in good standing with any external organization that the University designates as a means to assist the University in assuring compliance with this Code.

6.1.2. The University has the right to investigate, either by itself or through its Licensing Agent(s) and/or NGOs, allegations or evidence of violations of this Code by Licensees or their Contractors as well as Licensees' or their Contractors' actions to correct such violation(s).

(a). It is the responsibility and obligation of Licensees and their Contractors to cooperate fully with such investigations, and to give the University or its Licensing Agent(s) and/or NGOs free and full access to all facilities, materials, and records that may be relevant to such investigation and to further provide access to all employees who may be affected by or have knowledge of the alleged or actual violation.

(b). Such investigation by the University or its Licensing Agent(s) and/or NGOs may occur with or without notice, and as many times as deemed necessary by the University or said Licensing Agents and/or NGOs, at their discretion.

6.2. NON-COMPLIANCE AND REMEDIATION/CORRECTIVE ACTION PLAN

6.2.1. When non-compliance with this policy becomes known by a University's employee, such non-compliance should be reported to the relevant delegated authority at the University. Licensees will promptly notify the University of any and all incidents, including claims by others, that constitute or may constitute Licensees' or their Contractors' non-compliance with the Code.

6.2.2. Licensees have an obligation to maintain their own records of all complaints of violations and will notify the University that a complaint has been filed. This record will include all details of such findings or allegations, including, but not limited to, copies of any reports, complaints, or other documentation concerning an actual or alleged violation of the Code.

6.2.3. Upon request, Licensees will provide promptly to the University a copy of any written response Licensees have made to such allegation and provide a report describing all actions that the Licensees have taken, if any, to remedy the alleged violations of the Code, including Corrective Action Plans (CAP).

6.2.4. If upon investigation, the University determines that any Licensee or Contractor has failed to remedy a violation of this Code, the University will consult with Licensee to examine the issues and determine the appropriate measures to be taken.

6.2.5. The remedy will, at a minimum, include requiring Licensee to take all steps necessary to correct such violations including, without limitation, paying all applicable wages and/or benefits due to workers under law or contract, and reinstating any worker whose employment has been terminated in violation of this Code.

6.2.6. If consultation and agreed-upon measures fail to adequately resolve the violations within a specified time period, Licensee will implement a CAP on terms acceptable to the University.

6.2.7. The University reserves the right to terminate its relationship with any Licensee who continues to conduct its business in violation of the CAP.
6.2.8. Licensees and their Contractors must guarantee wages, salaries, benefits and severance to their workers.
6.2.9. In the event of non-compliance by its Contractor, Licensee must assume responsibility for payment of wages, salaries, benefits and severance to the Contractor's workers in proportion to the percentage of work done by the Contractor's workers on behalf of that Licensee.
6.2.10. If a natural disaster or other crisis causes a significant disruption of production, Licensees and their Contractors will use reasonable efforts to restore production at the affected worksite(s) to prior levels as soon as feasible while ensuring workers' safety.

6.3. COMPLIANCE/RESPONSIBILITIES

The Lagos State University Directorate of Research Management and Innovation is the authority responsible for implementing, enforcing, and providing interpretations/clarification of this policy, and will consult with the Lagos State University Legal Unit as appropriate.

6.4. LIMITATION OF LIABILITY AND INDEMNITY

6.4.1. Save in respect of death or personal injury caused by the negligence of the University, and subject to the provisions of clause of the University's liability for any claim whether in contract, tort (including negligence) or otherwise, for any loss or damage, arising out of or in connection with this Agreement or otherwise, shall in no case exceed the aggregate of all the sums actually paid by the Company to the University hereunder in any 12 month period immediately preceding the event leading to the loss or damage.
6.4.2 The University shall not be liable for any indirect, consequential, or special loss or damage and/or for any of the following:
(a). loss of profits;
(b). loss of goodwill;
(c). loss of business;
(d). loss of anticipated savings; or
(e). loss arising from delay.

6.4.3. Save as expressly set out in this Agreement, all warranties, conditions, representations, statements terms, and provisions, express or implied by statute, common law, or otherwise, are hereby excluded by the University to the fullest extent permitted by law.
6.4.4. The Company undertakes to defend the University from and against any claim or action brought against the Institute in connection with any third-party allegation of personal injury or property damage arising from the design, manufacture, use, licensing, or sale of products that utilize or incorporate, directly or indirectly, the outcome of the Project including, without limitation, the Results ("Product Claim") and agrees to fully indemnify, keep indemnified and hold harmless the Institute from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with any Product Claim.
6.4.5. The Company undertakes to defend the University from and against any claim or action brought against the University that the use of the Company Background Intellectual Property and/or the outcome of the Project including, without limitation, the Results in accordance with the terms of this Agreement infringes any Intellectual Property of a third party ("IP Claim") and agrees to fully indemnify, keep indemnified and hold harmless the Institute from and against all costs, claims, demands, liabilities, expenses, damages or losses (including all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with any IP Claim

6.5. PROGRESS MEETINGS

The parties shall procure that their Representatives will meet at intervals to be agreed.

6.6. TERMINATION OF INTELLECTUAL PROPERTY AGREEMENT

6.6.1. Notwithstanding anything else contained herein, this Agreement may be terminated:
(a). by either party forthwith on giving notice in writing to the other if the

other commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the other party so to do, to remedy the breach (such request to contain a warning of such party's intention to terminate); or

(b) by either party forthwith on giving notice in writing to the other if the other party shall have a receiver, examiner, or administrator appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bonafide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

6.7. EFFECTS OF TERMINATION

6.7.1. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

6.7.2. On the termination of this Agreement by the University due to the material breach by the Company or by virtue of a receiver, examiner, or administrator appointed to the Company, the Company shall be liable to pay to the Institute all Fees and/or Royalties payable to the Institute in respect of the performance of the Project by the University to the Company in so far as not previously paid by it and the University shall have no further obligation to the Company hereunder.

6.8. NOTICES

6.8.1. Any notice or communication which a party is required or authorized by this Agreement to serve on another party shall be sufficiently served if sent to the other party at the address specified below:

(a) by hand; or

(b) by registered post or recorded delivery; or

(c) by facsimile transmission confirmed by registered post or recorded delivery; or

(d) by electronic mail confirmed by a recorded delivery message.

6.8.2. Notices sent by registered post or recorded delivery shall be deemed to have been served three days following the date of posting. Notices sent by facsimile transmission or email shall be deemed to have been served on the date of transmission if transmitted before 16:00 hours on a working day, but otherwise on the next working day provided that confirmation by registered post or recorded delivery is sent the same day. Notices sent by electronic mail where such is an established means of communication between the parties shall be deemed to have been served on the day of transmission, if transmitted before 16:00 hours on a working day but otherwise on the next working day. In all other cases notices and other communications will be deemed to have been served on the day they were actually received.

6.8.3. The parties would agree that:

(a). words in electronic form shall be deemed to be "writing" for the purposes of all applicable legislation where "writing" is required;

(b). electronic evidence shall be admissible in any court or other quasi-judicial proceedings between the parties; and

(c). the parties shall agree to the format of electronic communications between them.

6.9. FORCE MAJEURE

Neither party shall be liable to the other if its performance of its obligations (except obligations to make payments) under this Agreement is prevented or hindered due to any circumstance outside its control.

6.10. AMENDMENT

Any variation to the performance of the Project shall only take effect upon written agreement of the terms between the parties.

6.11. FURTHER ASSURANCE

The parties hereto shall use all reasonable endeavors to do or procure to be

done all such further acts and things and execute or procure the execution of all such other documents as may be reasonably required from time to time for the purpose of giving each party hereto the full benefit of the provisions of this Agreement.

6.12. WAIVER OF REMEDIES

No delay or failure of either party in enforcing against the other party any term or condition of this Agreement and no partial exercise by either party of any right hereunder shall be deemed to be a waiver of any right of that party under this Agreement.

6.13. NO AGENCY

No provision of this Agreement creates a partnership between the parties and neither party shall act or describe itself as the agent of the other, nor shall it make or represent that it has the authority to make commitments on the other's behalf.

6.14. SUB-CONTRACTS

The Agreement would be personal to the Company and may not assign, transfer, sub-contract, or otherwise part with the Agreement or any right or obligation under it without the prior written consent of LASU. The University shall be entitled to assign and/or sub-contract any of its rights and/or obligations under the Agreement.

6.15. DISPUTE RESOLUTION

6.15.1. Both parties to the Agreement shall seek to resolve any dispute between them arising out of, or relating to, this Agreement, amicably.
6.15.2. All disputes between the parties arising out of or relating to this Agreement shall be referred, in the first instance, by either party, to the Project Management Team for resolution.
6.15.3. If any dispute cannot be resolved by the Project Management Team within a period of twenty-one (21) days following the referral, then, the dispute shall be referred to the Vice Chancellor and a representative of the Company at the Chief Executive Officer or Managing Director level, for resolution.

6.15.4. If the dispute cannot be resolved by the parties' nominees within a period of twenty-one (21) days following the referral, then it may be referred by either party to an expert (the "Expert") who shall be deemed to act as an expert and not as an arbitrator.
6.15.5. The Expert shall be selected by mutual agreement of the parties or, failing agreement, within twenty-one (21) days after a request by one party to the other, shall be chosen at the request of either party by the Vice Chancellor for the time being, who shall be requested to engage the services of a suitably qualified and experienced Expert for the dispute in question.
6.15.6. Twenty-one (21) days after the Expert has accepted the appointment the parties shall submit a written report on the dispute to the Expert and to each other and fourteen (14) days thereafter shall submit any written replies they wish to the Expert and to each other.
6.15.7. Both parties shall afford the Expert all necessary assistance that the Expert requires to consider the dispute, including, but not limited to, full access to the Project and any documentation or correspondence relating to the subject matter of the dispute.
6.15.8. The Expert shall be instructed to deliver his determination to the parties within fourteen (14) days after the submission of the written reports pursuant to clause 5.15.6, or after the expiration of such longer period as is required by the Expert in which to consider the parties' reports and documentation or correspondence provided, which date shall not be greater than a period of sixty (60) days after the submission of the written reports pursuant to clause 5.15.6.
6.15.9. The Expert shall have the same powers to require any party to produce any documents or information to him and the other party and each party shall, in any event, supply to him such information which it has and is material to the matter to be resolved and which it could be required to produce on discovery.
6.15.10. The fees of the Expert shall be borne by the parties in the proportion as shall be determined by the Expert, having regard (amongst other things) to the conduct of the parties.
6.15.11. Work and activity to be carried out under this Agreement shall not cease or be delayed by this dispute resolution procedure.

6.15.12. The parties, and the Expert, shall treat as Confidential Information all information obtained in relation to the reference to the Expert, the fact that a dispute has been referred to the Expert, its occurrence, and the decision of the Expert arising therefrom.
6.15.13. All communications relating to the reference to the Expert shall take place in writing between the Representatives of either party, or other nominated representatives of the parties, and the Expert.
6.15.14. At any time prior to the decision of the Expert being communicated to the parties, they may agree to a settlement of the dispute and where applicable a revised timetable or difference referred to the Expert. In such event, the Expert shall be entitled to recover from the parties' fees in respect of time already spent on the reference and all reasonable expenses incurred in relation to it which shall be borne by and between the parties in such proportion as the parties shall agree as part of their settlement.

6.16. SEVERABILITY

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal, or otherwise unenforceable, the parties shall amend that provision in such a reasonable manner as achieves the intention of the parties without illegality, or such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 7

INSTITUTIONAL PROCEDURES

The Lagos State University shall establish procedures that require employment contracts and course catalogs or syllabi to state that all faculty and staff employees and students are subject to the Intellectual Property Policy of the Lagos State University and to resolve questions concerning intellectual property rights and any disputes that develop under this policy. Final decisions on disputed matters will be made by the Vice Chancellor or designee and shall constitute final University action.

Procedure: The following statement will be included in the graduate and undergraduate catalogs: "All enrolled students are subject to the Lagos State University Intellectual Property Policies".

CONTACTS:

Vice Chancellor's Office,
6th Floor, Babatunde Raji Fashola Senate Building,
Main Campus,
Lagos State University, Ojo,
Lagos State
vc@lasu.edu.ng; vcgreatlasu@gmail.com

Director,
Directorate of Research Management and Innovation,
3rd Floor, Babatunde Raji Fashola Senate Building,
Main Campus,
Lagos State University, Ojo,
Lagos State
research.directorate@lasu.edu.ng

ANNEX I

LAGOS STATE UNIVERSITY
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT FOR STAFF, STUDENTS AND OTHER RELEVANT PARTIES

Research project(s) title: _____

Research project(s) number: _____

I understand that, consistent with applicable laws and regulations, LASU is governed in the handling of intellectual property by its official IP policy entitled "LASU Intellectual Property Policy and Procedures", (a copy of which I have received and read), and I agree to abide by the terms and conditions of this IP policy in the course of my activities in LASU and in the work that I carry out on the Project.

As a general rule (and subject to the exceptions set out in this IP policy) any intellectual property rights in any material, (including any copyright (including rights in computer software and moral rights), patent, design right, trademark rights, brand rights, database rights, know-how, trade secrets, confidential information rights in the design, semiconductor topography rights or other intellectual property rights or other property rights, whether vested, contingent or future anywhere in the world), created by me in the course of my work with LASU (and in particular in the course of my work on the project) are the property of and vest solely and absolutely in LASU ("LASU IP").

Pursuant to the IP Policy, and in consideration of my participation in

projects {and the project(s)} administered by LASU, access to or use of facilities provided by LASU and/or other consideration, I hereby agree as follows:

1. I will disclose to LASU all potentially patentable inventions and other LASU IP conceived or first reduced to practice in whole or in part in the course of my LASU responsibilities, my participation in the project(s) at LASU or with more than incidental use of LASU resources. I further assign to LASU all my rights, title, and interest in such patentable inventions and other LASU IP created in connection with LASU and/or the project(s) and to execute and deliver all documents and do any and all such things necessary and proper on my part to effect such assignment. Such assignment is not inconsistent with the terms of my continuing employment outside of LASU (if any) or with any other agreement, I have entered into.
2. I will not use any information defined as confidential or proprietary by any non-LASU employer (if any) in the course of my LASU responsibilities and I will not do consulting or research work for any non-LASU employer (unless such work is approved of in writing by LASU Governing Council).
3. I will not enter into any agreement creating copyright or patent obligations in conflict with this agreement. I hereby waive any moral rights to which I may be entitled under any legislation now existing or in the future enacted in any part of the world and for the avoidance of doubt this waiver shall extend to the licensees and successors in title to the copyright in the LASU IP and the project(s).
4. This agreement is effective on the date of my LASU hire, enrolment, or participation in projects administered by LASU, and is binding on me, my estate, heirs, and assigns.
5. [I hereby agree and acknowledge that in respect of the project and in respect of my assignment of IP to LASU in this agreement, my full and final entitlement to payment, royalty, or other income arising therefrom is set out in the schedule to this agreement and I

further agree and acknowledge that I shall have no other entitlement or claim against LASU or any party to whom LASU assigns or licenses this IP in respect of payment, royalty or other income arising therefrom.]

6

SIGNED THIS ------- DAY OF ----------, 20----------

SIGNATURE	PRINTED OR TYPED NAME
LASU TITLE	LASU DEPARTMENT

[SCHEDULE]

[Insert details of payment, royalty or other income

OR

I agree and acknowledge that I have no right to any payment, royalty or other income in respect of the Project and in respect of my assignment of IP to LASU in this Agreement.]

ANNEX II

LAGOS STATE UNIVERSITY
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT FOR STAFF, STUDENTS AND OTHER RELEVANT PARTIES WHO HAVE A PRIOR EXISTING AND/OR CONFLICTING INTELLECTUAL PROPERTY AGREEMENT OR ARRANGEMENT WITH ANOTHER EMPLOYER OR A THIRD PARTY

I understand that, consistent with applicable laws and regulations, LASU is governed in the handling of intellectual property by its official IP Policy entitled Intellectual Property Policy and Procedures, (a copy of which I have received and read), and I agree to abide by the terms and conditions of this IP Policy in the course of my LASU activities.

As a general rule (and subject to the exceptions set out in the IP Policy) any intellectual property rights in any material, (including any copyright (including rights in computer software and moral rights), patent, design right, trademark rights, brand rights, database rights, know-how, trade secrets, confidential information rights in design, semi-conductor topography rights or other intellectual property rights or other property rights, whether vested, contingent or future anywhere in the world), created by you in the course of your work with LASU are the property of and vest solely and absolutely in LASU ("LASU IP").

Pursuant to the IP Policy, and in consideration of my participation in

projects administered by LASU, access to or use of facilities provided by LASU, and/or other considerations, I hereby agree as follows:

1. I will disclose to LASU all potentially patentable inventions and other LASU Intellectual Property conceived or first reduced to practice in whole or in part in the course of my LASU responsibilities, my participation in research projects at LASU or with more than incidental use of LASU resources. I further assign [jointly] to LASU [and to my non-LASU employer] all my right, title, and interest in such patentable inventions and other LASU Intellectual Property created in connection with LASU and to execute and deliver all documents and do any and all such things necessary and proper on my part to effect such assignment. Such assignment is not inconsistent with the terms of my continuing employment outside of LASU or with any other agreement I have entered into.
2. I will not use any information defined as confidential or proprietary by my non-LASU employer in the course of my LASU responsibilities and I will not do consulting or research work for my non-LASU employer while at any facility owned or leased by LASU.
3. I am free to place my inventions in the public domain as long as in so doing neither I nor LASU violates the terms of any agreements that governed the work done or my agreements with my non-LASU employer.
4. I will not enter into any agreement creating copyright or patent obligations in conflict with this Agreement.
5. This Agreement is effective on the date of my LASU employment, enrolment, or participation in projects administered by LASU, and is binding on me, my estate, heirs and assigns.
6. [I hereby agree and acknowledge that in respect of the Project and in respect of my assignment of IP to LASU in this Agreement, my full and final entitlement to payment, royalty, or other income

arising therefrom is set out in the Schedule to this Agreement and I further agree and acknowledge that I shall have no other entitlement or claim against LASU or any party to whom LASU assigns or licenses this IP in respect of payment, royalty or other income arising therefrom.]

SIGNED THIS ------ DAY OF ----------, 20----------

SIGNATURE PRINTED OR TYPED NAME

LASU TITLE LASU DEPARTMENT

Acknowledged and accepted:

Non-LASU Employer: ----------
(Insert name)

Signature: ----------

Title: ----------

Date: ----------

[Schedule]

[Insert details of payment, royalty, or other income

OR

I agree and acknowledge that I have no right to any payment, royalty, or other income in respect of the Project and in respect of my assignment of IP to LASU in this Agreement.]

ANNEX III

LAGOS STATE UNIVERSITY

INVENTION DECLARATION FORM

1. TITLE OF INVENTION:

.....

.....

2. INVENTORS

S/N	NAME	DEPARTMENT	INSTITUTIONAL AFFILIATIONS	CONTACTS (ADDRESS, E-MAIL, PHONE NUMBERS)	PERCENTAGE (%) CONTRIBUTION TO THE INVENTION

3. CONTRIBUTION TO THE INVENTION

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

4. DESCRIPTION OF INVENTION

(Please highlight the novelty/patentable aspect. Kindly attach extra sheets if necessary including schematic diagrams where necessarily required)

5. WHY IS THIS INVENTION MORE ADVANTAGEOUS THAN PRESENT TECHNOLOGY?

What are its novel or unusual features?

What problems does it solve?

6. SPONSORSHIP

Government Agency & Department	
% Support	
Contract/Grant No.	
Contact Name	
Phone Number	
Contact Address	

Industry or Other Sponsor(s)	
% Support	
Contract/Grant No.	
Contact Name	
Phone Number	
Contact Address	

7. WHERE WAS THE RESEARCH CARRIED OUT?

8. WHAT IS THE POTENTIAL COMMERCIAL APPLICATION OF THIS INVENTION?

9. WAS THERE TRANSFER OF ANY MATERIALS/INFORMATION TO OR FROM OTHER INSTITUTIONS REGARDING THIS INVENTION?
If so, please give details and provide signed agreements where relevant

10. HAVE ANY THIRD PARTIES ANY RIGHTS TO THIS INVENTION?
If yes, give names and addresses and a brief explanation of involvement.

11. ARE THERE ANY EXISTING OR PLANNED DISCLOSURES REGARDING THIS INVENTION?
Please give details.

12. HAS ANY PATENT APPLICATION BEEN MADE? Yes/No [Tick As Appropriate]
If Yes, please provide Date: _____

Application No.: _____

Name of Patent Agent: _____
Kindly provide copy of specification.

13. IS A MODEL OR PROTOTYPE AVAILABLE? HAS THE INVENTION BEEN DEMONSTRATED PRACTICALLY?

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

The Lagos State University herein refers to as LASU reserves the right with or without prior notice to terminate this contractual agreement should any information provided herein is found to be partly or wholly false.
I/We shall take all reasonable precautions to protect the integrity and confidentiality of the IP in question.

INVENTOR:	SIGNATURE	DATE

INVENTOR:	SIGNATURE	DATE
INVENTOR:	SIGNATURE	DATE
INVENTOR:	SIGNATURE	DATE

APPROVED BY:
Lagos State University Senate

APPROVED ON:
Wednesday, 30 November 2022

EFFECTIVE ON:
Wednesday, 30 November 2022

REVIEW CYCLE:
Periodic or as the need arises