

IP Policy for Industry

Ownership

a. Creator Owned Intellectual Property

An Employee shall retain ownership rights to any IP created when:

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

Employees may use Creator-owned IP in their research at the University. They are however required to provide evidence of ownership of such works and formally notify ORID before use.

b. University Owned Intellectual Property

The University, in accordance with general law principles, is the owner of IP created by its Employees in the course of their employment.

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

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

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

c. Sponsored Research

- i. Ownership of IP (including Exempted Scholarly Work) from research funded by a sponsor pursuant to a research or grant agreement, or which is subject to Confidentiality Disclosure Agreement, Material Transfer Agreement, or other legal obligation affecting ownership will be governed by the terms of the grant or agreement as approved by the University; or
- ii. Discussed in good faith by the University and sponsor and determined on a case by case basis; or
- iii. The IP would be owned by the University. The University may grant the sponsor a non-exclusive royalty-bearing license to the IP based on reasonable terms and conditions.
- iv. Where the Government provides funding for research purposes, ownership of any IP created would vest with the University. The University would grant the Government a non-exclusive royalty bearing license to the IP and may take steps to commercialise the IP where it is found to be of commercial value.

d. Collaborative Research

Ownership of IP emanating from collaboration between the University and another research institution or collaboration between an employee or student of the University and another institution; staff, student or employee of another institution would be: *University of Ghana – Intellectual Property Policy Page 6*

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

e. Copyrights

The University would be granted an automatic non-exclusive, royalty-free, non-transferable and irrevocable license on all copyrightable works created for its own academic purposes. The University waives its claim to copyright in teaching materials, text books and research publications by an Employee. Individuals may publish these works for their own benefit.

f. Student Work

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

A Student shall own IP created in the course of their research or study at the University except in cases where

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

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

g. Visitors

i. A Visitor is required to disclose his/ her background IP that relates to work to be undertaken whilst at the University to ORID.

ii. A Visitor must declare any IP created at the University during his visit to ORID.