

SUNYANI TECHNICAL UNIVERSITY



INTELLECTUAL PROPERTY POLICY AND PROCEDURES

AUGUST, 2022

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FOREWORD

Sunyani Technical University (STU) has contributed in no small measure to national development through its teaching, research and community service activities for many decades. The products, and processes that have been discovered, invented, and created by the skills and knowledge of its faculty members, students and collaborative ventures with third parties in the course of the Universities existence; from a Technical Institute to a Polytechnic and now a University, have benefited the general public in many ways.

Recent developments in tertiary education across the global space and reorientation of Ghana's national economic policy focus on building knowledge economy, industrialization through value addition to extractive products, and research funding It has, therefore, become imperative for the University to develop rewarding policies and strategies to adequately position itself to actively promote and sustain the creativity, innovation and knowledge creation to effectively compete and contribute to national development in greater measure.

The Sunyani Technical University Intellectual Property (STU IP) policy is thus a response, among others, to these developments. The absence of this policy in the past has hindered full disclosure and the recognition of IP rights of the University, its staff and students and limited collaboration with industry. The primary goal is to motivate, protect and commercialize intellectual property developed by staff, students and third-party arrangements relating to the discharge of its core mandate of teaching, research and community service. The policy also aligns the University with IP practices in peer institutions and creates an environment for industry engagement for research and innovation and promotion of public good.

The policy has been developed in consonance with Ghana's laws including the Constitution, the Patent Act 2005 (Act 657), the Copyright Act 2003 (Act 690) and existing governance documents of the University. The development of the policy also considered similar policies of peer institutions here in Ghana and elsewhere in the world.

It is the University's firm believe that the implementation of this IP policy is timely and right, and that, the prospects thereof are bright and greater for knowledge creation, innovation and inventions that will promote national development.

Prof. Ing. Kwadwo Adinkrah-Appiah
Vice-Chancellor

Vision

To be recognised as the preferred Technical University in Ghana and Africa for raising the next generation of industry captains for national, regional and global transformation.

Mission

Sunyani Technical University is committed to providing career-focused higher education in engineering, science and technology-based disciplines, TVET, applied arts and related disciplines, emphasising practical-orientation and entrepreneurial development:

- To make a major contribution towards meeting the requisite manpower needs of Ghana, Africa and globally.
- Through the adoption of the most effective teaching and learning methodologies (including Competency Based Training), applied research, invention, innovation and extension service approaches.

Niche Area

The niche area of the Sunyani Technical University is Electrical and Electronics Engineering. This is the area around which all academic programmes are to revolve.

Core Values

In the pursuit of its mission and vision, STU will be guided by the following core values:

- i. Excellence - Pursue and generate knowledge for personal and community use.
- ii. Competence - Generate innovations and inventions that make the world a better place.
- iii. Competitiveness - Ignite in our students a lifelong love for learning.
- iv. Collaboration - Celebrate and learn from diversity and communalism.
- v. Professionalism - Open the world of work and ethics to our students.
- vi. Responsiveness – Timely and efficient delivery.

Preamble

Intellectual Property (IP) is an area of core importance in the academic environment of the Sunyani Technical University (STU). The purpose of defining an IP policy is to encourage the generation of IP by staff, students, and other relevant parties (together referred to as “personnel”). This STU IP Policy is intended to provide support and guidance regarding commercial exploitation, ownership and income from IP and the use of STU facilities and resources to ensure that the development of IP is mutually beneficial to personnel and the University.

The University recognises and encourages the principle that IP developed at STU should be used for the greatest public benefit. Commercialisation is often the most efficient means of promoting the widest possible dissemination and use of STU IP. In such circumstances, it is appropriate and desirable for both STU and the originator of the IP to benefit from the commercial exploitation of IP produced at STU.

In particular, this document sets out the principles and rules that govern the creation, ownership and commercialisation of IP developed by personnel participating in programmes carried out using STU facilities, know-how, confidential information and/or STU IP.

STU 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 to transfer that technology into viable commercial entities.

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

- a) the staff contract of employment;
- b) the staff fixed purpose contract;
- c) any document engaging any other relevant party;
- d) the student handbook; and
- e) any acceptance form or intellectual property assignment agreement signed by staff and/or students and/or other relevant parties.

This IP Policy also forms part of the regulations of STU which govern the conduct of students and staff.

Article 1: Definition of Intellectual Property

STU 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 amenable to intellectual property protection, including technology and materials in their tangible form.

Article 2: Aims and Objectives of the Policy

1. The aim of this IP policy is to provide a consistent framework within which STU IP is developed and managed for the benefit of STU, the originator and the public good.
2. The specific objectives of the IP policy are as follows:
 - a. To create an environment that encourages the generation of new knowledge by STU departments and personnel.
 - b. To encourage the recognition and identification of IP within STU and promote an entrepreneurial culture among personnel, that fosters the development of potentially commercial IP arising from their research at STU.
 - c. To provide an efficient process by which the commercial potential of IP can be assessed by STU and its advisors and to ensure that the process of IP evaluation, protection and commercialisation are carried out in a timely manner.
 - d. To motivate the development and exploitation of IP by providing appropriate rewards to both originators and STU, and to provide administrative assistance to originators.
 - e. To provide support and supervision for the creation of economic structures through which STU IP is developed and used commercially.
 - f. To maximise the earnings potential from commercialisation and to utilise financial and other returns to advance and encourage research in STU.

- g. To encourage strategies of commercialisation and technology transfer that provides the greatest benefit to the Ghanaian economy.
- h. To encourage public use and commercialisation of STU IP by facilitating its transfer from STU to industry and business.
- i. To continue to recognise the traditional STU practices with respect to education, publication and scholarly works.
- j. To ensure that the financial returns from the development of STU IP does not distort decisions and operations of STU in a manner contrary to the mission of STU.
- k. To give due regard to the non-financial benefits (e.g. non-cash consideration, benefit of strategic relationships between STU and third parties, access to IP and confidential information) that will accrue to STU and to the originators of IP in pursuing the goals of this IP policy.
- l. To develop and continually improve a long-term strategy that enables the development of IP, related commercialisation and technology transfer, together with maintenance of high standards of education.
- m. To foster the general awareness of personnel of this policy through dissemination and information campaigns, and to provide specific training to research active personnel.

Article 3: Intellectual Property Committee

- 1. A Committee (IP Committee) shall be set up in STU after the adoption of this IP policy and shall consist of the following members:
 - a. Chair-Dean of Graduate Studies, Research and Development.
 - b. Deans of Faculties.
 - c. Head of the Applicant's Department (In attendance).
 - d. One Representative from Finance Department.
 - e. One Representative from Registry as Secretary to Committee.
 - f. One External (not in the employment of the university) expert in area of technology (appointed in consultation with inventor), as required.
 - g. One other professional advisor as shall be required.

2. The IP Committee members will be required to sign a confidentiality agreement regarding proposals submitted and regarding the IP produced at STU and presented to the IP committee. This will ensure that new ideas are protected.
3. The relevant STU Project Manager/STU Academic Supervisor may be required to put forward a proposal to the IP Committee regarding the IP on a project and may be requested to attend a committee meeting, where appropriate.
4. 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 thereof.
5. The Office of Graduate Programmes, Research and Development 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.
6. The importance of appropriate outside professional assistance is acknowledged. The IP Committee and the Office of Graduate Programmes, Research and Development will avail of these resources when appropriate.

Article 4: Functions of the IP Committee

- a. Processing of IP applications.
- b. Determining the commercial value of IP and/or inventions.
- c. Determining IP agreements with industry regarding collaborative research projects.
- d. Facilitating a fair and equitable return to those involved in commercialisation of their research/work.
- e. Nominating negotiators with third parties and ensuring a reasonable financial return to the Personnel involved (where appropriate) and to STU.
- f. Recommend amendments to the IP policy to suit changing environment.

Article 5: General Provisions of the STU IP Policy

1. As a general rule, any IP rights in or to any material/works created by personnel in the course of their employment or education by STU or in relation to work carried out for STU is the property of and vests solely and absolutely in STU or such

companies or organisations as STU may nominate for such purposes. Such material/works include, but are not limited to any of the under listed:

- a. copyright (including rights in computer software and moral rights),
 - b. patents,
 - c. design rights,
 - d. trademark rights,
 - e. brand rights,
 - f. database rights,
 - g. know how,
 - h. trade secrets,
 - i. confidential information rights in design,
 - j. semiconductor topography rights,
 - k. other intellectual property rights or other property rights, (whether vested, contingent or future anywhere in the world).
2. This applies to any IP in materials which are developed by Personnel which they cause to come into existence:
- a. during the working or teaching hours of STU; or
 - b. when using STU's equipment, supplies, facilities or assets; or
 - c. using STU's confidential information, trade secrets, know how or any STU IP;
or
 - d. in relation to any work performed for STU(including pursuant to any third party funded research programmes).
3. At STU's reasonable cost, personnel also agree at any later time to execute any documentation or otherwise provide assistance to STU to secure, protect, perfect or enforce any of STU's rights, title and interests in and to STU IP.
4. This IP Policy is applicable to IP that is owned by STU, including (without limitation) for any of the reasons outlined below:
- a. It is developed by Personnel in the course of their normal or specifically assigned duties either when IP could be reasonably be 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 STU.

- b. Under the Copyright Act, 2005 Act 690, STU 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 STU and a third party (as is provided in Article 8 of this IP policy).
 - c. The IP arises out of funded or non-funded research where such research has, in the opinion of STU, made use of the equipment, facilities, STU assets and/or other resources of STU (except where ownership of such IP was provided for in a prior agreement between STU and third parties).
 - d. If it is a condition of the appointment of a student to perform research that STU should have ownership of the IP arising from the research performed by such student.
 - e. If it is a condition of the appointment of any other relevant party to perform research that STU should have ownership of the IP arising from the research performed by such other relevant party.
5. IP arising from research or other work sponsored by an external organisation shall be subject to the IP provisions that are stipulated in the related agreement between STU and the external organisation (external agreement). Where an external agreement requires all new IP rights to be assigned to a private company, the entry level (or “background”) STU 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 STU IP. All external agreements should be reviewed by a legal person representing STU.
6. 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 organisation or individual, and awarded through a public service organisation charged with the granting and dissemination of research funds, this IP will be exclusively and absolutely owned by STU.

7. The IP Policy also extends to other relevant parties such as non-employees who participate in research projects at the STU including visiting academics, industrial personnel etc. unless a specific waiver has been approved. Other relevant parties at STU who have a prior existing and conflicting intellectual property agreement or arrangement with another employer or third party must enter into an agreement with STU (and their employer or relevant third party) to abide by the conditions of this IP policy in the course of their activities in STU.
8. In order to enable the achievement of the aims and goals of this IP policy, the Office of Graduate Programmes, Research and Development will, through dissemination of information and the holding of general information sessions for personnel, foster the general awareness of personnel of this policy. In addition, the Office of Graduate Programmes, Research and Development shall provide specific training on this IP policy and its day to day application and relevance to research active personnel.

Article 6: Consultancy

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

Article 7: Intellectual Property Assignments and Patent Assignments

1. For the avoidance of doubt, the provisions herein apply to all the faculties, departments, centres, institutes, and personnel conducting research or other intellectual activity using STU assets and STU's supplies, facilities, confidential information, trade secrets or existing STU IP. As a condition of:
 - a. employment or engagement by STU as staff;
 - b. admission by STU as a student; or
 - c. engagement by STU as any other relevant party;
2. Each student, staff member and other relevant party (as the case may be) shall comply with this IP policy and shall agree to assign to STU (or a person or company nominated by STU or an agency which provided the funding for the

relevant research) any and all IP in and to inventions discovered and produced or otherwise developed while the person was personnel as the case may be.

3. When required by the specific circumstances of a project, and on the request of the IP Committee, a member of personnel will agree:
 - a. to sign an Intellectual property assignment agreement (see Annex II); and
 - b. to execute such documents of assignment or other documentation required to assign or transfer IP and any moral rights to ensure, protect, perfect and enforce STU's rights, title and interest in STU IP;
 - c. to do anything that may reasonably be required to assist any assignee of any patent application or other IP to obtain, protect and maintain its rights, title and interest; and
 - d. shall use all reasonable endeavours 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 IP policy.

Article 8: Research Financed by Third Parties

Any research which is partly or wholly financed by any third-party agency shall be subject to the specific provisions of the grant or contract covering that research.

In the event of any inconsistency between this IP policy and the terms of any such grant or contract, the provisions of the said grant or contract shall prevail provided that the IP clauses in such grant or contract have been reviewed by the Office of Graduate Programmes, Research and Development having sought the needed external advice from an appropriate source, and, in the case of a contract, such contract has been properly executed by STU.

Article 9: Administration of the IP Policy

At STU, the office responsible for supporting the development and commercialisation of STU IP is the Office of Graduate Programmes, Research and Development. All STU IP created by personnel must be disclosed in accordance with the procedures laid down in this IP policy.

Article 10: Disclosure

1. It shall be a condition of employment or engagement by STU as Staff; admission by STU as a Student; or engagement by STU as other relevant party, that the results of all research or projects should be fully, promptly and completely disclosed to STU.
2. In order to enable STU to ensure that it fulfils its obligations to organisations such as GETFund, MOE, IDRC, DANIDA, DFID, USAID, companies and other third parties in both the public and private sectors, who are funding research at STU, all personnel must disclose any IP arising from such research to STU through the Office of Graduate Programmes, Research and Development as soon as possible after such IP is apparent.
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.
4. Confidentiality agreements and/or non-disclosure agreements should be used where appropriate.

Article 11: Guidelines for Invention Disclosure

1. An inventor is required to disclose his invention using the Invention Disclosure Form.
2. The description of the invention should be accurate, clear and complete such that a person skilled in the art can understand and reproduce the invention given the disclosed information.
3. The Invention Disclosure Form must be approved by the appropriate Heads of the inventor(s).
4. The disclosure form must be submitted to the Office of Graduate Programmes, Research and Development (OGPRD).
5. Inventors are required to disclose inventions which do not satisfy Article 11(2) to the OGPRD. This is to allow for their protection with other intellectual property tools.
6. An inventor must avoid a premature disclosure (release information on the invention through abstracts, publications, poster sessions, etc. to third parties) in a

manner that may compromise its patentability prior to the filing of a patent application.

7. An inventor may however, disclose his research findings in fulfilment of research contracts / agreements under the terms of a Non-Disclosure Agreement or a Confidentiality Agreement. They should contact the OGPRD for such support.

Article 12: Responsibilities of the Inventor

1. Promptly and thoroughly disclose an invention to OGPRD.
2. Maintain accurate and reliable records of all documents necessary for ascertaining the originality or creation of the invention and for the protection of one's intellectual property.
3. Offer assistance as may be required, prior to, during and after the IP protection and technology transfer process. This includes but not limited to providing technical input, educating potential inventors, partners and potential licensees about your invention.
4. Disclose promptly, all potential conflicts of interest to the OGPRD.

Article 13: Procedures to be followed for IP Protection Applications

1. An inventor(s) shall complete and submit an Invention Declaration Form (see Annex IV) regarding any discovery or invention made that might be useful, patentable or otherwise protectable to the OGPRD.
2. Any IP reported in an Invention Declaration Form shall be submitted to the IP committee for assessment under the guidelines of the IP policy and for recommendations to STU regarding the patentability and/or potential commercialisation.
3. The IP Committee may recommend that other suitably qualified advisors or external consultants be engaged to provide advice on the assessment of the IP.
4. The criteria to assess the commercial value of the IP should include (without limitation):
 - a. Assessment that the IP does not cater for a once-off need and that it has a potential long-term benefit.
 - b. Technical and commercial feasibility.

- c. Proof of concept (business plan, access to finance etc.).
 - d. Potential for sale or licensing of technology or consultancy.
 - e. Demonstrates a competitive advantage based on differentiated or innovative product or service.
 - f. Development stage of the subject matter.
 - g. Commercial focus and profit motive.
 - h. Study of comparable existing subject matter, licences and commercialisation practices.
 - i. Proximity to market.
 - j. Market valuations – in other words ‘what is the current market willing to pay?’
 - k. Barriers to entry into markets.
 - l. Estimated projected sales based on market research.
 - m. Third party assistance including for example input from industry and state agencies.
 - n. Estimated cost of patent process.
5. 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.
6. 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 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.
7. 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. STU shall have no rights if it subsequently proves successful, subject to any agreed terms.

Article 14: Submission of a Patent Application or an Application for Other Protection

1. STU 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.
2. 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, to execute all necessary documents and to assist the IP committee in completing the patent application form. The application shall remain confidential until such time as the process is complete. Confidentiality agreements will be used where appropriate.
3. Commercialisation activities should recognise specific terms and conditions in appropriate funding contracts including any external agreements.
4. The cost of the submission of the application shall be paid by STU. Any expenses incurred will be reimbursed to STU prior to the distribution of any royalty income (if any) from the IP.
5. The originator of the IP and STU 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.
6. STU may decide at any stage to withdraw from the process of exploiting a particular piece of IP. This may arise where:
 - a. concern exists regarding the technical or commercial feasibility of a particular piece of IP,
 - b. costs of exploiting the IP are excessive, or
 - c. external sponsorship of the process is no longer available.
7. The originator of the IP shall be notified in writing of the intention of STU to withdraw from the process and the withdrawal will apply from immediate effect.
8. The IP may, at STU's sole discretion, be assigned or licensed to the originator in appropriate circumstances, offering the opportunity to the originator of the IP to pursue exploitation independently.

9. No patent application, assignment, licensing or other agreement may be entered into or will be considered valid with respect to STU IP except when properly and lawfully executed by STU.

Article 15: Commercialisation

1. The Office of Graduate Programmes, Research and Development (OGPRD) shall assist, provide advice, or procure the provision of outside professional advice in relation to the various options for commercialisation and technology transfer that may be appropriate in order to best meet the aims of this IP Policy, including:
 - a. Licensing the IP to a third party for a fixed sum or a royalty related to future sales.
 - b. Assigning the IP to a third party for a fixed sum or a royalty related to future sales.
 - c. Developing the commercial potential of the IP through a campus company.
 - d. Developing the commercial potential of the IP through a joint venture with a third party.
2. Any other arrangement that may be considered appropriate in providing this advice and assistance, the OGPRD shall give due consideration to the retention of the right to use and access know-how and research materials for the purpose of continuing and further research.

Article 16: Establishment of Research and Development Fund

1. STU shall establish a Research and Development Fund (RDF) to be used to promote and enhance research and development activity and facilities within STU as determined by the STU from time to time.
2. The Research and Development Fund (RDF) will be used to assess, protect and facilitate the commercialisation of STU IP through the pursuit of patent or other protection, the granting of licenses, the development of campus companies and/or otherwise to ensure maximum benefit to the University and the public good, as determined by the IP Committee in line with the IP policy and approval of the University.

3. Allocation and application of the RDF in deciding on its expenditure, shall give due cognisance to the research areas/centres that secured funding or contributed most to the RDF.

Article 17: General Principles on Division of Incomes

The following shall apply in relation to licensing and division of income from commercialising STU IP resulting from STU research:

1. STU welcomes the development by industry, for public use and benefit, of inventions and other IP resulting from STU research. STU will maintain a flexible and open approach to bringing STU IP into commercial use. Each case will be considered individually and will involve an assessment of all the potential risks and rewards.
2. The definition of income includes revenue derived from the relevant patents or any other STU IP in question, which are commercialised by STU, and also includes (without limitation) up-front licence fees, down payments, minimum annual payments, royalties on sales and is net of any expenses incurred by the STU in commercialising or protecting the relevant patents or other STU IP.
3. All direct expenses incurred by STU in:
 - a. the patenting or other registration or protections of STU IP; and
 - b. the commercialisation of an invention or any other STU IP;including (without limitation) administrative, licensing, legal, and any other expenses and costs and any subsequent investigation, development and promotion, will be deducted from the initial royalty income or lump sum. No royalty income will be made available for distribution until such expenses have been recovered.
4. If more than one inventor or department is involved, unless formally agreed amongst themselves, with due regard to the value and substance of their respective contributions, the Inventor's share set out in this document shall be divided equally among them.
5. The division of royalty income will be carried out within 2 months of the receipt of such income by STU.

6. The originator of the IP's share shall continue to be paid to them or their successors even though he/she may have left STU.
7. For the avoidance of doubt, personnel (whether originators of IP or otherwise) that are not staff or students but are other relevant party shall not be entitled to royalty income arising from STU IP to which they have contributed unless this is stated in their contract of engagement or STU agrees otherwise in writing.

Article 18: Division of income from patents

1. Subject to the general principles set out in Article 17, income derived from inventions or other IP which are patented and commercialised by STU in accordance with the provisions of this IP policy shall (subject to any Ministerial/Government Department consents which may be required from time to time) be distributed between the originator(s), the originator(s)' Department(s), and the STU Research and Development Fund.
2. While it is recognised that each project may have to be negotiated on its own merits, the following scale shall apply, subject to final determination by the IP committee:

Entity	Percentage	
	Significant contribution from the University	Minimal contribution from the University
Employee(s), Student(s) or Third Parties	60	80
University	10	-
STU Endowment Fund	15	15
Inventor's Faculty/School	5	-
Inventor's Department	5	-
STU RDF	5	5

Article 19: Division of Income from Intellectual Property Other Than Patents

Subject to the general principles set out Article 17, division of income derived from commercialising STU IP which is not patented may occur from time to time and must

be approved by the IP Committee of STU on a case-by-case basis. It is intended that the division of income shall where possible be agreed in advance of commencing a research project. However, it is acknowledged that it is more difficult to calculate the level of income that is derived from IP that is not patented than from patents due to issues such as the following:

- a. Non-patented IP is often used in bundles where a number of kinds of IP are involved e.g. trade secrets, confidential information and know-how with each kind of IP belonging to a separate originator.
- b. Where non-patented IP is supplied in bundles, it can be difficult to attribute specific value to each of the parts of the bundle.
- c. STU non-patented IP may include or be based on third party IP and it may be out the value of each.
- d. The ranges of income that might be approved Third party IP may form part of the bundle in question.
- e. Difficult to separate by the IP Committee are set out below in the Guide Table, however the final division of income will be approved by that Committee (and in certain circumstances, may require the approval of the appropriate national body). STU reserves the right to offer a lump sum payment in lieu of an ongoing royalty payment.

Entity	Percentage	
	Significant contribution from the University	Minimal contribution from the University
Employee(s), Student(s) or Third Parties	60	80
University	10	
STU Endowment Fund	15	15
Inventor's Faculty/School	5	
Inventor's Department	5	
STU RDF	5	5

Article 20: Intellectual Property Created Outside STU Employment

STU shall have no interest in any inventions or other IP created by Personnel entirely on their own time without the use of any STU Assets. The burden of prove shall be on Personnel asserting their rights under this Article to prove to the satisfaction of STU that the relevant invention or IP was in fact created by them on their own time without the use of any STU assets. Personnel must not infringe on the Intellectual Property Rights of any third parties.

Article 21: Publication of Research Results

1. It is STU's policy to encourage staff and students to place the results of their research in the public domain either through publication in referenced journals or presentation at conferences. This is a vital factor for academic recognition. It is mandatory that such disclosure is not in violation of the terms of any agreement that has been entered into by STU with a sponsor or other third party.
2. It must be recognised 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 not more than 90 days from the date when this IP is ready for publication. The placing of a thesis in the STU library without ensuring that accessibility is restricted constitutes publication.

Article 22: Arbitration

Any dispute between STU and the originator of IP shall be resolved through laid down rules and procedures as stipulated in STU's governance documents including the applicable Statutes and Ghana's laws enforceable now and hereafter. Expenses incurred in arbitration shall be deducted from royalty income before distribution.

Article 23: Conflict of Interest Relating Specifically to External or Consultancy Agreements

STU encourages full disclosure of potential areas of conflict and open discussion at an early stage. STU shall endeavour to alert staff, students and other relevant parties to recognise where conflicts may occur and to manage and resolve these conflicts.

Article 24: Organisations and Companies Collaborating with STU on Research Projects

1. As a public organisation, STU 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 maximised when IP is commercially exploited.
2. The STU IP Committee shall conduct a commercial evaluation on the IP created/to be created in a research project and will seek information from the collaborating organisation on how it intends to commercialise the IP, and also determine the IP ownership rights they require from the project.
3. The evaluation to determine the commercial value and IP ownership rights will include an examination of the criteria listed in paragraph 11 of this policy. All such information requested and provided will be treated in strict confidence.
4. Upon above assessment, the IP Committee shall decide on the IP ownership rights STU require and shall agree the sale/assignment, licensing (exclusive or non-exclusive), or joint venture agreements or otherwise with the collaborating company to ensure maximum commercial benefits.
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.

Article 25: Monitoring and Evaluation of the Policy

1. This IP policy will be monitored by the OGPRD on an on-going basis. The IP policy and related research, commercialisation and technology transfer will be monitored and evaluated on an annual basis and may be amended by STU from time to time.
2. All amendments to this IP policy shall be approved by Academic Board and the STU Council on the recommendations of IP Committee and such amendments shall be fully valid and effective from the date to be agreed on.

Annex I Definition of Intellectual Property

1. Intellectual Property

The STU 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.

1.1 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 territorial in that a Ghanaian Patent does not give Patent rights outside Ghana. Most Patents are for improvements in a known technology rather than the devising of a completely new technology.

1.2 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.

1.3 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. A Trademark may be a word, logo, slogan, colour, three-dimensional shape and even a sound or smell. The Trademark must be capable of being represented in words and/or pictures.

1.4 Industrial Design and Unregistered Design Right

Designs cover the appearance of a product, either the whole or a part, resulting from such features as lines, contours, colours, shape, texture or materials of the product itself or its ornamentation. The term product embraces any industrial or handicraft item. The term product has a wide meaning that includes packaging, get-up and graphic symbols (e.g. Desktop icons) etc.

Registration is not available for features of a design which are dictated by the technical function of the product. The new law contains a must fit exclusion under which it is not possible to obtain registration for features which are dictated by the need for the product to fit another. However, modular products, i.e, made up of several components which can be fitted together in different ways, are protectable.

Design Registration gives the owner the right, for a limited period (up to 25 years, with renewals every 5 years), to stop others from making, using or selling a product to which the design has been applied, or in which it is incorporated.

1.5 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.

1.6 Domain Names

A domain name is a unique address on the Internet. There are various generic TLDs, such as .com and .biz, as well as, ccTLDs (Country code).

1.7 Tangible Research Property

This includes biological materials such as cell lines, plasmids, hybridomas, monoclonal antibodies and plant varieties; computer software, data bases, integrated circuit chips, prototype devices and equipment, circuit diagrams: and analytical procedures and laboratory methods, whether or not intellectual property protection is available through Patents and/or copyright or otherwise.

1.8 Other forms of Intellectual Property

Other forms of intellectual property include, but are limited to, database right for certain types of databases (Patent Act, 2003); protection for semi-conductor topographies; plant breeders' rights in certain plant varieties; and protection against unfair competition under "passing off" law.

The IP Policy is applicable to STU Intellectual Property that is owned by the STU for any of the reasons outlined below:

1. It is developed by STU Personnel in the course of their normal or specifically assigned duties either when intellectual property could be reasonably expected to result from the carrying out of those duties and/or, at the time the intellectual property was developed, there was a special obligation on the relevant STU personnel to further the interest of STU.
2. The intellectual property arises out of funded or non-funded research where such research has, in the opinion of STU, made use of the equipment, facilities, STU assets and other resources of the STU unless such action was precluded by prior agreement between the STU and third parties.
3. If it is a condition of a research contract with a third party that the STU should have ownership of the intellectual property arising from the contract.

Copyright Act, 2005 (Act 690)

Eligibility and Ownership of Copyright

Eligibility for copyright under Copyright Act, 2005 (Act 590) 1(1) relates to literary work, artistic work, musical work, sound recording, audio-visual work, choreographic work, derivative work and computer software and programmes. These works must further satisfy the conditions set out in 1(2)(a)(b) and (c)(i)(ii)(iii)

Article 7 of Act 690 provides that STU is the first owner of any copyright in the work created by STU Personnel in the course of his/her employment unless precluded by a prior agreement between the STU and a third party or is covered by Article 5 of this IP Policy.

Maker of Database

Where a database is made by an employee in the course of employment, his or her employer shall be regarded as the maker of the database, subject to any agreement to the contrary.

Patents Act 2003 (Act 657)

Right to Patent

Section 4(1),(2),(3),(4) and (5) of the Patents Act 2003 (Act 657) provides that the right to a patent shall belong to the inventor or his successor in title. However, if the inventor is an employee the right to a patent shall belong to the employer in the absence of any agreement to the contrary.

Annex II

Intellectual property assignment agreement for staff, students and other relevant parties

Sunyani Technical University (STU)

Intellectual Property Assignment Agreement for Staff, Students and Other Relevant Parties¹

Research Project(s) Title: _____ (the “Project(s)”)

Research Project(s) Number: _____

I understand that, consistent with applicable laws and regulations, STU is governed in the handling of intellectual property by its official IP Policy² entitled *Intellectual Property Policy and Procedures*, (a copy of which I have received), and I agree to abide by the terms and conditions of this IP Policy in the course of my STU activities 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 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 STU (and in particular in the course of my work on the Project) are the property of and vest solely and absolutely in STU (“STU IP”).

Pursuant to the IP Policy, and in consideration of my participation in projects (and the Project(s) administered by STU, access to or use of facilities provided by STU and/or other consideration, I hereby agree as follows:

¹ As the terms Staff, Students and Other Relevant Parties are defined in the STU IP Policy.

² This Intellectual Property Assignment Agreement forms Annex II of the STU IP Policy.

1. I will disclose to STU all potentially patentable inventions and other STU IP conceived or first reduced to practice in whole or in part in the course of my STU responsibilities, my participation in the Project(s) at STU or with more than incidental use of STU resources. I further assign to STU all my right, title and interest in such patentable inventions and other STU IP created in connection with STU 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 STU (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-STU employer (if any) in the course of my STU responsibilities and I will not do consulting or research work for any non-STU employer (unless such work is approved of in writing by STU).
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 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 STU IP and the Project(s).
4. This Agreement is effective on date of my STU hire, enrolment or participation in projects administered by STU, 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 STU 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 STU or any party to whom

STU assigns or licences this IP in respect of payment, royalty or other income arising therefrom.]³

Signed this ----- day of -----, 20.....

Signature

Printed or typed name

STU title

STU 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 STU in this Agreement.]

³ In the event that this document is to be signed by other relevant party (as that term is defined in the introduction of the IP policy), it may be appropriate to include this provision and the schedule. To be considered on a case-by-case basis.

Annex III

Intellectual property assignment agreement for staff, students and other relevant parties⁴ who have a prior existing and/or conflicting intellectual property agreement or arrangement with another employer or a third party

Sunyani Technical University (STU)

Intellectual Property Assignment Agreement for Staff, Students and Other Relevant Parties⁵ 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, STU is governed in the handling of intellectual property by its official IP Policy⁶ entitled *Intellectual Property Policy and Procedures*, (a copy of which I have received), and I agree to abide by the terms and conditions of this IP Policy in the course of my STU 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, semiconductor 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 STU are the property of and vest solely and absolutely in STU (“STU IP”).

Pursuant to the IP Policy, and in consideration of my participation in projects administered by STU, access to or use of facilities provided by STU and/or other consideration, I hereby agree as follows:

1. I will disclose to STU all potentially patentable inventions and other STU Intellectual Property conceived or first reduced to practice in whole or in part in the course of my STU responsibilities, my participation in research projects at STU or with more than incidental use of STU resources. I further

⁴ As the terms staff, students and other relevant parties are defined in the STU IP policy.

⁵ As the terms staff, students and other relevant parties are defined in the STU IP policy.

⁶ This intellectual property assignment agreement forms Annex III of the STU IP policy.

assign [jointly] to STU [and to my non-STU employer]⁷ all my right, title and interest in such patentable inventions and other STU Intellectual Property created in connection with STU 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 STU or with any other agreement I have entered into.

2. I will not use any information defined as confidential or proprietary by my non-STU employer in the course of my STU responsibilities and I will not do consulting or research work for my non-STU employer while at any facility owned or leased by STU.
3. I am free to place my inventions in the public domain as long as in so doing neither I nor STU violates the terms of any agreements that governed the work done or my agreements with my non-STU 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 date of my STU hire, enrolment or participation in projects administered by STU, 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 STU 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 STU or any party to whom STU assigns or licences this IP in respect of payment, royalty or other income arising therefrom.]⁸

Signed this ----- day of -----, 20.....

⁷ To be considered on a case-by-case basis

⁸ In the event that this document is to be signed by other relevant party (as that term is defined in the introduction of the IP policy), it may be appropriate to include this provision and the schedule. To be considered on a case-by-case basis.

Signature

Printed or typed name

STU title

STU Department

Acknowledged and accepted:

Non-STU 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 STU in this Agreement.]

Annex IV Invention declaration form

INVENTION DECLARATION FORM

1. Title of Invention

--

2. Inventors

Name	Department	Affiliation with Institute (i.e. department, student, staff, visitor)	Address, contact phone no., e-mail	% 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. Attach extra sheets if necessary, including diagrams where appropriate).

--

--

5. Why is this invention more advantageous than present technology?
What is/are its novel or unusual feature(s)?
What problem(s) do(es) it solve?

--

6. Sponsorship

,

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

Industry or other Sponsor	
% Support	

Contract/Grant No.	
Contact Name	
Phone No.	
Address	
Email	

7. Where was the research carried out?

8. What is the potential commercial application of this invention?

9. Was there transfer of any material(s)/information to or from other institution(s) 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

If yes, give date: _____ Application No.:

Name of patent agent:

Please supply 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 Institute's *Intellectual Property and Procedures* and that all the information provided in this disclosure is complete and correct.

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

Annex V

Data protection and confidentiality undertaking for employees, contractors or students taking part in a project involving STU and an outside partner:

DATA PROTECTION AND CONFIDENTIALITY UNDERTAKING

Name:

Employee/Student ID Number (if applicable):

Function:

Project Title:

Project Number:

In consideration of my appointment by Sunyani Technical University(STU) as a [research fellow/assistant] in the performance of services (“Services”) under the [research agreement] (“Agreement”) between STU and [NAME OF PARTNER] (“Partner”) and the related opportunity to gain experience in the Services, I hereby acknowledge that I will acquire certain confidential information (“Confidential Information”) relating to STU’s intellectual property, products and strategies and the intellectual property, products and strategies of the Partner.

I hereby undertake to use the Confidential Information only as may be necessary to perform the Services under the Agreement and not to disclose it to any person other than those who have agreed to the same confidentiality undertaking.

I shall use all precautions necessary to protect the Confidential Information from unauthorized disclosure.

I hereby acknowledge that the Confidential Information is a trade secret of STU and/or the Partner and that STU and/or the Partner may claim damages from the undersigned for loss of business in the event of any unauthorized disclosure.

For the purposes of the Data Protection Act 2012 (Act 843), I hereby consent to the processing of all personal data that I provide to STU in connection with the performance of the Services and the Agreement.

This undertaking will continue indefinitely until

(a) the Confidential Information is published or otherwise made public by STU;

or

(b) I am expressly released from this undertaking by STU,

and is not conditional on my being or remaining an employee or student of STU.

I hereby acknowledge that this undertaking will also benefit the successors and assigns of STU together with its related bodies corporate.

Dated:

Signature of person giving the undertaking

Signature of Witness Name of Witness:

Annex VI Non-disclosure agreement

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on • 20...•.

PARTIES:

- (1) **SUNYANI TECHNICAL UNIVERSITY** of ... address... (“STU”); and
- (2) • of • (“Receiving Party” which expression shall be deemed to include those of its employees or advisors to whom any Confidential Information is to be disclosed).

BACKGROUND:

STU proposes to allow the Receiving Party access to certain information concerning its business to enable the Receiving Party to consider and evaluate a possible commercial relationship between STU and the Receiving Party (“Project”). The Receiving Party agrees to hold and maintain as confidential all such information provided by STU for such purposes, on the terms and conditions of this Agreement.

AGREED TERMS:

Now it is hereby agreed as follows consideration of STU disclosing the Confidential Information (as defined below) to the Receiving Party:

1. Definition

“Confidential Information” means any and all information in whatever form disclosed by STU to the Receiving Party whether orally or in writing or whether eye readable, machine readable or in any other form including, without limitation, the form, materials and design of any relevant software (including source and object code) or equipment or any part thereof, the methods of operation and the various applications thereof, processes, formulae, plans, business plans, strategies, data, know-how, ideas, designs, photographs, drawings, specifications, technical literature, information relating to employees, customers, subscribers, students, post-doctoral students, contractors registered with STU, suppliers or content providers and any other material made available by STU to the Receiving Party or gained by the visit by the Receiving Party to any establishment of STU whether before or after this Agreement is entered into, for the purpose of considering, advising in relation to or furthering the

Project (and any information derived from such information) and provided that such information is by its nature clearly confidential (whether or not that information is marked or designated as confidential or proprietary).

2. **Undertakings**

The Receiving Party hereby undertakes with STU:

- (a) to maintain the Confidential Information in strict confidence;
- (b) save as provided in this Agreement, not divulge any of the Confidential Information to any third party or communicate, indicate or suggest to any third party the existence of the Project;
- (c) not to make use of the Confidential Information other than for the purpose of the Project;
- (d) not at any time contest or dispute the ownership of the Confidential Information;
- (e) to restrict access to the Confidential Information only to its own responsible employees or professional advisers who need to have such access for the purposes of the Project and to impose upon such persons obligations of confidentiality equivalent to those contained in this Agreement (and to be responsible for any breach of the terms of this Agreement by its own employees or professional advisers);
- (f) not at any time to reverse engineer, decompile or disassemble any software disclosed to it in the course of the Project and not to remove, overprint or deface any notice of copyright, trademark, logo, legend or other notices of ownership from any originals or copies of Confidential Information;
- (g) to take or to permit to be taken only such copies of any document or other material (in whatsoever medium) embodying any of the Confidential Information as are reasonably necessary for the purposes of the Project
- (h) if the Receiving Party receives any communication requesting disclosure of any of the Confidential Information or indicating an intention to obtain or the fact that there has been obtained any order which would oblige the Receiving Party in law to disclose any of the Confidential Information, the Receiving Party will (immediately and by the fastest means possible, confirmed in writing) communicate to STU the fact that the communication has been received and all details of the same with a view to the parties co-operating in taking all reasonable and proper steps to ensure so far as is possible that the

Confidential Information and the Project are maintained in the strictest confidence; and

- (i) to confirm to STU in writing at any time on request that it has complied and continues to comply with the provisions hereof.

3. Acknowledgements and Confirmations

The Receiving Party hereby further acknowledges and confirms to STU as follows:

- (a) that the Confidential Information is proprietary information of STU, the disclosure of which could adversely affect the business of STU and result in economic harm;
- (b) that neither STU nor any of its advisers nor any of its agents, officers, students, post-doctoral students, contractors registered with STU, or employees accept responsibility or liability for or make any representation, statement or expression of opinion or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection therewith unless and save to the extent that such representation, statement or expression of opinion or warranty is expressly incorporated into any legally binding contract executed between the parties;
- (c) that the provisions of this Agreement shall continue in effect notwithstanding any decision by the parties not to proceed with the Project or any return or destruction of the Confidential Information;
- (d) that damages alone would not be an adequate remedy for any breach of the provisions of this Agreement and, accordingly, without prejudice to any and all other rights or remedies that STU may have against the Receiving Party, STU shall be entitled without proof of special damage to the remedies of temporary or permanent injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement;
- (e) that if STU furnishes or has furnished any confidential information of an affiliated company, the Receiving Party will have the same obligations to such affiliated company with respect to such information as it has to STU with respect to the Confidential Information as if all references in this Agreement to STU were references to such affiliated company; and

- (f) that the disclosure of the Confidential Information by STU shall not be deemed to confer any proprietary rights upon the Receiving Party nor shall such disclosure be construed as granting any license of rights of any intellectual property in the Receiving Party.

4. Exceptions

The undertakings contained in Clause 2 and the confirmations and acknowledgements contained in Clause 3 shall not apply to Confidential Information which:

- (a) is or becomes publicly available, other than as a result of a breach of this Agreement, or becomes lawfully available to the Receiving Party from a third party free from any confidentiality restriction;
- (b) was already in the possession of the Receiving Party (as shown by its pre-existing written records) before it was disclosed to the Receiving Party;
- (c) was independently developed without access to or use of the Confidential Information;
- (d) the Receiving Party is required to disclose:
 - (i) by law;
 - (ii) by any rule or regulation of any stock exchange;
 - (iii) by any Court procedure; or
 - (iv) by any rule or regulation of any governmental or other competent authority, provided that, so far as is practicable to do so the Receiving Party shall consult with STU prior to such disclosure with a view to agreeing its timing and content.

5. Return of Confidential Information

The Receiving Party hereby undertakes with STU:

- (a) upon demand by STU or its professional advisers, to either return to such person as they may direct, or destroy, at the option of STU all the Confidential Information (including all printed and electronic copies thereof) in its possession or control; and
- (b) upon the return or destruction (as the case may be) of all the Confidential Information, to provide STU with a certificate from an authorised officer stating that it has complied with its obligations under this Clause.

6. Indemnity

The Receiving Party agrees to fully indemnify, keep indemnified and hold harmless STU against all losses, damages, claims, costs, expenses, liabilities, proceedings and demands which STU may suffer or incur or which may be made against STU as a result of any unauthorised disclosure or use of the Confidential Information by the Receiving Party, its employees and/or professional advisers.

7. Term

- (a) The Receiving Party agrees that its agreements, covenants and undertakings set out in this Agreement will continue in full force and effect and will apply to the Confidential Information for the period of [3] years from the date of this Agreement.
- (b) The provisions of this Agreement shall continue in force notwithstanding the fact that the Project is not proceeded with or has been terminated and regardless of the reasons for such termination.

8. General

- (a) The laws of Ghana shall govern this Agreement and any disputes, claims or proceedings arising out of or in any way relating to this Agreement.
- (b) The courts of Ghana shall have exclusive jurisdiction for the purpose of any proceedings arising out of or in any way relating to this Agreement.
- (c) This Agreement contains the entire agreement between the parties and supersedes all prior oral, or written representations, understandings, or agreements.
- (d) Both parties must agree any changes to this Agreement in writing.
- (e) Each Clause of this Agreement is severable if deemed void, illegal or unenforceable by a court or competent authority.

Signed for and on behalf of
STU by its authorised signatory:

Signed for and on behalf of

by its authorised signatory:

//end

MEMBERS OF THE IP POLICY DRAFT COMMITTEE

PROF. JONES LEWIS ARTHUR (PHD) - CHAIRMAN

Dean, Faculty of Applied Science and Technology (FAST)

MRS. JUANITA AHIA-QUARCOO – MEMBER

Lecturer, Electrical and Electronics Engineering Department

PLN. FRANK KOFI OWUSU DEBRAH – MEMBER/SECRETARY

Head, Planning Office

Directorate of Quality Assurance and Academic Planning