

Kwame Nkrumah University of Science and Technology, Kumasi

# Intellectual Property POLICY



# INTELLECTUAL PROPERTY POLICY



KWAME NKRUMAH UNIVERSITY OF SCIENCE  
AND TECHNOLOGY, KUMASI-GHANA  
**QUALITY ASSURANCE AND  
PLANNING UNIT**

© 2018 QAPU-KNUST

ISBN: 978-9988-2-8487-9

No part of this publication may be reproduced, stored in a retrieval system or transmitted in any means; electronic, mechanical, photocopy, recording or otherwise, without the written authorisation of the publisher and copyright owner.

Quality Assurance and Planning Unit  
Vice-Chancellor's Office  
Kwame Nkrumah University of Science and Technology  
KNUST, Kumasi  
PMB UPO, Kumasi-Ghana

Tel: +233 322060319

Email: [info.qapu@knust.edu.gh](mailto:info.qapu@knust.edu.gh)

Layout Design by  
Frank Boadu, University Press, KNUST

Cover Design  
Francis K. N. Nunoo, Department of Publishing Studies, KNUST

# FOREWORD

The Kwame Nkrumah University of Science and Technology, Kumasi has a mission to advance knowledge in science and technology through creating an environment for undertaking relevant research, quality teaching, entrepreneurship training and community engagement to improve the quality of life.

To achieve this mission, there is the need to have a Policy on Intellectual Property to guide the University researchers (staff) and funding agencies. This would enable the University and its stakeholders earn recognition and other benefits through inventions, discoveries and creative works developed that would have commercial, scientific and scholarly value.

The University is grateful and appreciative of efforts of all those who made this document a reality.

**PROFESSOR KWASI OBIRI-DANSO**

VICE-CHANCELLOR

KNUST

AUGUST, 2018

# PREFACE

As part of the strategic planning mandate of the Quality Assurance and Planning Unit (QAPU), university policies are initiated and proposed for approval by the Academic Board. The Unit therefore, initiated the Intellectual Property Policy which was approved by the 346th Regular meeting of the Academic Board held on 23rd October 2015.

This policy therefore, seeks to provide guidance in relation to ownership, distribution, commercial development of technology and innovations developed by KNUST staff, students and others conducting research in the University.

The QAPU is grateful to Prof. (Mrs.) Ibok Oduro and her Committee for the draft of the Intellectual Property Policy and also the members of various committees that reviewed it.

Lastly, we wish to appreciate the contribution of all staff of this University who contributed in several ways in developing and approving this Policy.

**PROFESSOR CHRISTIAN AGYARE**

HEAD

QUALITY ASSURANCE AND PLANNING UNIT

AUGUST, 2018

# TABLE OF CONTENTS

<b>Foreword</b>	<b>iii</b>
<b>Preface</b>	<b>iv</b>
<b>1 Introduction</b>	<b>1</b>
1.1 Background	1
1.2 Guiding Principles of the Policy	2
1.3 Aims of the Policy	3
<b>2 Policy Statements</b>	<b>5</b>
2.1 Ownership of Intellectual Property	5
2.1.2 Ownership of all other Intellectual Property	5
2.1.3 Ownership of copyright in students’ theses and other intellectual property	6
2.1.4 Intellectual Property Jointly Created by Student and Staff Member or Visitor	7
2.1.4.1 Student Participation in Any Third Party Activity or in Any Activity in Future to Create Intellectual Property	7
2.2 Commissioned Works/Works under Employment	7
2.3 Independent Works	8
2.3.1 University retains a non-exclusive, royalty-free, perpetual licence	8
2.3.2 University exercises its right	8
<b>3 Commercial Developments And Benefit Sharing</b>	<b>9</b>
3.0 Commercialization – General	9
3.1 Benefit Sharing/Royalty Distribution	9
3.1.1 General Guidelines on Revenue and Royalty Sharing	9
<b>4 Institutional Arrangements for Implementation</b>	<b>11</b>
4.2 Inventions and Proprietary Information Agreements	11
4.2.1 Who Must Sign	11
4.2.2 Administration of Invention and Proprietary Information Agreements	12
4.2.3 Dealing with reported intellectual property	12
4.2.4 The Office of Grants and Research	13

4.2.5 International Programmes Office	13
4.2.6 Intellectual Property Unit of KNUST	14
<b>5 Legal Considerations</b>	<b>15</b>
5.1 Constitution of the Republic of Ghana	15
5.2 Legal framework	15
5.2.1 Other International Conventions and Treaties on Intellectual Property	15
5.3 Enforcement of Intellectual Property Rights in Ghana	16
5.4 Enforcement of Intellectual Property Policy	16
<b>6 Policy Review and Amendments</b>	<b>18</b>
6.1 Validity of Policy Provisions	18
6.2 Approval	18
6.3 Review of the Policy	18
<b>Appendix A</b>	<b>19</b>
<b>Appendix B</b>	<b>24</b>

# 1 INTRODUCTION

## 1.1 BACKGROUND

Over the years the Kwame Nkrumah University of Science and Technology, (KNUST) Kumasi, has actively supported infrastructural and economic growth of Ghana through the purposeful use of information, science and technology. Through relevant research, the University has sought to make significant contributions to finding lasting solutions to Ghana's technological, economic and social challenges. However, there is no existing policy or documents to protect the rights of researchers in putting research findings on both local and international markets. Most of these research outcomes have remained on the shelves and for decades of KNUST's existence, the institution has missed out on great economic rewards.

Universities elsewhere have benefited from ground-breaking solutions worth millions of dollars by commercialising the outcomes of research activities. This has the tendency of being a major bone of contention between key stakeholders involved with research. However, this should not deter teamwork and collaboration among researchers, technicians, scientists, technologists, students and visitors within the University and beyond.

KNUST, an institution of excellence in education and research, is required to provide for its members the enabling environment that supports innovation, creativity and community development. In providing such an environment, misunderstandings on ownership right to discoveries are bound to occur. These disputes on the intellectual property rights and obligations may exist amongst students, faculty, the university, research colleagues, and granting agency or company funding the research activities.



Currently information relating to intellectual property can only be found in the archives of the School of Graduate Studies which has a limited audience. However, in order for KNUST to contribute within a regional and global context, all of its stakeholders should be aware of the issues relating to intellectual property. A call for prompt and open dissemination of KNUST's research findings and the free exchange of information among scholars are essential to the fulfillment of the University's obligations. The matter of ownership, distribution, and commercialization may arise in the context of technology transfer. In order to prevent delays beyond the minimal period, the dissemination of information must be defined so as to protect the rights of all parties.

Frequently, inventions, discoveries, and creative works that are developed by individuals at the University will have commercial as well as scientific and scholarly value. The intent of this policy is to provide for incentives that foster creative activity and to help assure that any intellectual property produced will be exploited for the benefit of the creators, the University research enterprise, and the public. To help meet these policy objectives, the University is making available technical and legal assistance in procedures necessary to protect ownership of intellectual property and to aid in its commercial development. The material set forth in this document therefore covers the ownership, distribution, and commercial development of technology developed by KNUST as faculty, staff, students and others participating in KNUST programmes.

## **1.2 GUIDING PRINCIPLES OF THE POLICY**

The protection of intellectual property is of great concern to researchers who seek to protect their creations from others who use creative works or findings that may be in the public domain. The general principle of Intellectual property is to encourage the sharing of knowledge, foster innovation and motivate researchers. However, the practice where researchers keep their findings and innovations to themselves needs to be discouraged for mankind's common good. To this end, the policy is guided by the following:

- a) Building human resource capacity through the generation of new knowledge and new ideas: This is the source of art, science, innovation and economic development. Without it, individuals and societies stagnate.
- b) Creative imagination through access to the ideas, learning and culture of others, past and present: It is important that the environment which encourages people to create, access, use and share information and knowledge, enabling individuals, communities and societies to achieve their full potential.
- c) Recognition and reward of creativity and investment: The purpose of intellectual property policy should ensure both the sharing of knowledge and the rewarding of innovation by achieving creative, social and economic goals.

The policy will be driven on the principles of relevance, practicality, cost-effectiveness, collaboration and partnership.

### **1.3 AIMS OF THE POLICY**

The policy aims to create an enabling environment that will promote the progress of science, technology and innovation to ensure the protection of inventions, creations and new knowledge generated by the KNUST community for the greatest benefit of the public. The specific aims of this policy include the following:

- To encourage creativity among faculty, students and staff
- To increase the likelihood that ideas, inventions, and creative works produced at the University are used to benefit the public
- To protect the traditional rights of scholars with respect to owning the product of their intellectual endeavours
- To assure compliance with the provisions of contracts with external sponsors

- To provide that, when intellectual property is introduced for commercial development, the creator(s) and the University share any net profits.

## 2 POLICY STATEMENTS

### 2.1 OWNERSHIP OF INTELLECTUAL PROPERTY

Ownership of intellectual property made or created by faculty, staff and students of KNUST shall reside with the inventor or creator of such intellectual property provided that:

- a) The intellectual property is not developed in accordance with the terms of a sponsored research or other agreement.
- b) The intellectual property is not created as a commissioned work prepared by an employee within the scope of his or her employment or as a specific assignment by KNUST.
- c) There is no significant use of funds or facilities administered by KNUST.

#### 2.1.2 Ownership of all other Intellectual Property

Ownership of all other Intellectual Property will be as follows:

- a) Intellectual property developed in accordance with the terms of a sponsored research or agreement will be determined in accordance with the terms of such agreement.
- b) Copyrightable works created as commissioned work or as a work prepared by an employee within the scope of his or her employment, or pursuant to a written agreement with KNUST providing for the transfer of any intellectual property or ownership to KNUST will be owned by KNUST.
- c) Intellectual Property developed by faculty, technicians, staff, students and others participating in KNUST programmes, including visitors, with the significant use of funds or facilities administered by KNUST will vest with KNUST.

- d) In the absence of a third party agreement to the contrary; the ownership and associated rights of intellectual property generated from a research project funded by any publicly funded research agency will be vested in the University.

### **2.1.3 Ownership of copyright in students' theses and other intellectual property**

Students shall own copyright in theses unless:

- a) The theses were generated by research that is performed in whole or in part by the student with financial support in the form of wages, salaries, scholarships, or grants from funds administered by the University. In such cases, copyright shall be determined in accordance with the terms of the support agreement, or in the absence of such terms, shall become the property of the University.
- b) The theses generated by research performed in whole or in part utilizing equipment or facilities provided to or by the University and under conditions that impose copyright restrictions. Ownership shall be determined in accordance with such restrictions. Questions regarding restrictions imposed on any of the University's facilities or equipment may be addressed to the administrative officer of the laboratory or department or to the appropriate contract administrator in the department.
- c) Students will own the copyrights to theses not within the provisions of (a) and (b) above; however, a student must, as a condition to a degree award, grant royalty-free permission to the University to reproduce and publicly distribute copies of their thesis.
- d) The supervisor(s) also has/have joint ownership with student(s) on publications arising from the thesis, first authorship would be mutually agreed upon.
- e) For a student on a joint international programme with a different policy at the home University, there should be

a prior agreement between both parties on ownership of intellectual property.

#### **2.1.4 Intellectual Property Jointly Created by Student and Staff Member or Visitor**

Subject to any provisions of any prior agreement between the student and the university, where a student creates intellectual property jointly with a staff member or a visitor, the University will negotiate with the student in connection with the development of that intellectual property.

##### **2.1.4.1 Student Participation in Any Third Party Activity or in Any Activity in Future to Create Intellectual Property**

If a student wishes to participate in any third party activity or in any activity that has or may in future create intellectual property that may be the subject of development, the University may as a condition of the student's participating in that project or research require the student to assign a percentage of his or her intellectual property in the project or research. It is the responsibility of the student's supervisor or the person in charge of the research to notify the student about all requirements for participating in that research.

## **2.2 COMMISSIONED WORKS/WORKS UNDER EMPLOYMENT**

Section 7 of the Copyright Act 2005, Act 690, provides that in the absence of a contract to the contrary, the economic right of a work shall vest in an employer or a person who commissions the work where the employed or commissioned author has created the work in the course of the employment or commission. Therefore the copyright of commissioned works is owned by the commissioning party unless there is a written agreement to the contrary. Where non-employees are contracted, KNUST personnel are cautioned to ensure that they agree in writing that ownership of the commissioned work is assigned to KNUST,

except where special circumstances apply and it is mutually agreed that the author will retain ownership.

## **2.3 INDEPENDENT WORKS**

KNUST does not claim ownership of copyrights in scholarly books and textbooks, articles and other scholarly publications, nor to popular novels, poems, musical compositions, or other works of artistic imagination provided that such work:

- i. are created by the personal effort of faculty, staff and students; and
- ii. do not make significant use of KNUST-administered resources; and
- iii. are not governed by the terms of a sponsored research or other agreement, but

### **2.3.1 University retains a non-exclusive, royalty-free, perpetual licence**

The University retains a non-exclusive, royalty-free, perpetual licence to develop the exempt intellectual property anywhere in the world and in any manner the University thinks fit without infringing on the moral rights of the author.

### **2.3.2 University exercises its right**

If the University exercises its right under 2.3.1, the author/originator is entitled to a share of any commercial benefit

## 3 COMMERCIAL DEVELOPMENTS AND BENEFIT SHARING

### 3.0 COMMERCIALIZATION – GENERAL

The Intellectual Property Unit, KNUST (IPUK) in collaboration with the Technology Consultancy Centre (TCC) and the Centre for Business Development (CBD) will undertake technology management, licensing of technology and other IP knowledge management issues by researching the market for needs and trends. Further, IPUK will identify third parties for commercialization, enter into discussions with potential licensees, negotiate appropriate licenses or other agreements, monitor progress and distribute royalties to the inventors/authors and other stakeholders as outlined in subsection 3.1 of this policy document. When it is appropriate to do so, KNUST may accept an equity position in partial lieu of cash royalties.

### 3.1 BENEFIT SHARING/ROYALTY DISTRIBUTION

The net royalty income generated from the commercialization of any intellectual property is distributed within the first quarter following the end of each academic year. Recipients of the royalties are inventor(s), department(s) and centres. The remaining royalties, after patent and other IPUK office expenses, shall be retained by the KNUST General IP Revenue. Royalties received by department(s) and centre(s), and by the KNUST General IP Revenue, by policy and law, shall be used for educational and research purposes only.

#### 3.1.1 General Guidelines on Revenue and Royalty Sharing

The general guidelines on revenue and royalty sharing are as follows:



1. Deduct 5% from the gross income for administrative costs.
2. Deduct any other costs (patent filing, maintenance fees, and marketing costs) from the gross income.
3. The inventor is awarded 60% of the net income.
4. The Department or Research Centre is awarded 20% of the net income.
5. The College and Faculty is awarded 10%
6. The Central Administration of the University is awarded 10% of the net income.
7. If IPUK determines that an inventor or author has caused a material breach of a sponsored research agreement, he or she may after investigation, i.e. Disciplinary Committee enquiry, but at the office's discretion, deny the inventor or author a portion of the royalty income from any inventions arising from such sponsored research agreement.
8. Except as might otherwise be dictated by research contract obligations, the distribution of Department and Centre royalties shall be based on (i) the College, Faculty, Department or Centre that administered the research contract from which the invention arose, and (ii) the academic Department affiliation of the inventors, if any.
9. If a research contract was administered by two or more departments or centres, the share of the department or centre shall be split between the department or centres with which the inventor(s) are affiliated.
  - i. The College, Faculty, Department or Centre that administered the research contract from which the invention arose, and
  - ii. The academic Department affiliation of the inventors, if any.

## 4 INSTITUTIONAL ARRANGEMENTS FOR IMPLEMENTATION

### 4.1 Reporting and Developing Intellectual Property

KNUST's staff have responsibility in relation to intellectual property protection including, where appropriate, the maintenance of research laboratory records and the prevention of premature public disclosure of research results prior to obtaining intellectual property protection. Staff members who believe they have created any intellectual property for which the University asserts ownership must, as soon as possible after such creation:

1. Report the intellectual property to their Head of Department, Director of Research Centre and IPUK.
2. Provide full details of the intellectual property created and the names of the originators in a form prescribed by IPUK.

### 4.2 INVENTIONS AND PROPRIETARY INFORMATION AGREEMENTS

#### 4.2.1 Who Must Sign

All members of the KNUST community — including visiting scientists and fellows — who participate in either a sponsored research or a University-funded research or who use significant funds or facilities administered by the University must agree to the terms in KNUST's Invention and Proprietary Information Agreement and sign the agreement. By accepting such funds or using such significant facilities, the individual agrees to assign to KNUST or its designate, his or her title to Intellectual Property created through the use of such funds or facilities.

It is the responsibility of the administrative officer of each Research Centre, Laboratory or Department to distribute these forms and to collect signed copies. The forms should be signed in triplicate: one copy to be retained by the individual, one by the laboratory, research centre or department, and one forwarded to IPUK.

Any questions regarding the meaning of any terms in the agreement should be addressed to IPUK. Copies of the form are appended to the policy or may be obtained from either the administrative officer in each laboratory or department or IPUK.

#### **4.2.2 Administration of Invention and Proprietary Information Agreements**

Each KNUST Research Centre or Department, through its Administrative Officer, shall ensure that Inventions and Proprietary Information Agreements are signed by all faculty, students, technicians and visitors, who may be or are involved with sponsored projects or who may have opportunities to use significant KNUST funds or facilities administered by that Centre or Department.

In order to safeguard any IP created within the University, it is important that stakeholders become cautious when publishing the results of research activity with potential commercialization. It would be in the best interest of the people involved and the University not to publish the findings irrespective of the mandatory clause on the use of the KNUSTspace. With regard to research output, teaching and learning resources, until the above agreements have been signed and all steps taken towards protection of the IP these resources should not be made public. These decisions and actions shall be made expeditiously, so that publication of any such work(s) is/are not delayed unreasonably.

#### **4.2.3 Dealing with reported intellectual property**

If the University makes no decision by the end of a notice period or decides it does not wish to protect or develop the reported intellectual property, then the originator is free, at his or her own cost, to protect or develop the reported intellectual property in any manner he or she

chooses. Nothing prejudices any right of the University to claim a share in any commercial benefit received; or to recover any establishment costs or continuing costs already incurred by the University, because of any subsequent development of reported intellectual property, unless that right is expressly waived by the Vice-Chancellor in writing.

If the University decides that it wishes to protect or develop reported intellectual property, then IPUK must notify the staff member concerned and that staff member's Head of Department, students and visitors. If the University decides to protect or develop reported intellectual property in collaboration with a third party, then the originator should be given the opportunity to participate in any negotiations concerning ownership, protection or development of that reported intellectual property, but negotiations will be undertaken on a case – by – case basis, according to the relevant circumstances, and the University shall make any decisions arising from those negotiations which shall be binding on the originator.

#### **4.2.4 The Office of Grants and Research**

The Office of Grants and Research (OGR) acting on the advice of the Legal and Welfare Office of the university shall be the final arbiter of any disputed issues of interpretation relating to this policy document. In unusual circumstances, the Vice Chancellor's Office may also authorize exceptions to the normal procedure.

#### **4.2.5 International Programmes Office**

The International Programmes Office (IPO) is responsible for the negotiation, execution, and administration of all KNUST agreements and memoranda of understanding with external sponsors of research grants and contracts and for ensuring that the rights of the sponsors in technology developed under external grants and contracts are protected. No grant or contract terms are to be accepted which inhibit the utilization of research results at KNUST by the public.

#### **4.2.6 Intellectual Property Unit of KNUST**

The Intellectual Property Unit, KNUST (IPUK) seeks to provide the right type of protection to staff, students and visitors for their creation or invention. IPUK has two principal goals. The first is to protect and facilitate the transfer of technology developed at KNUST for public use and benefit. The second is to provide an additional source of unrestricted income to support research and teaching at KNUST. IPUK will work with the KNUST developers of technology and with industry in a manner which does not interfere with the normal flow of technical and academic information through publications, conferences and consulting.

## 5 LEGAL CONSIDERATIONS

### 5.1 CONSTITUTION OF THE REPUBLIC OF GHANA

Article 12 of the 1992 Republican Constitution of Ghana provides as follows: “The fundamental human rights and freedoms enshrined in this Chapter shall be respected and upheld by the Executive, Legislature and all other organs of government and its agencies and, where applicable to them, by all natural and legal persons in Ghana, and shall be enforceable by the courts as provided for in this Constitution.”

### 5.2 LEGAL FRAMEWORK

The following legislations regulate Intellectual Property in Ghana:

- Copyright Act, 2005, Act 690 – “An Act to replace the Copyright Law, 1985 (P.N.D.C.L 110); and the Copyright Office in conformity with the Constitution and to provide for related matters.
- Trademarks Act, 2004, Act 664 – “An Act to provide for the protection of trademarks and for related matters”.
- Patents Act, 2003, Act 657 – “An Act to provide for the protection of inventions and other related matters”.

#### 5.2.1 Other International Conventions and Treaties on Intellectual Property

Ghana’s Membership of International Treaties and Conventions related to Intellectual Property are:

- African Regional Intellectual Property Organisation – ARIPO (Harare Protocol on Patents and Industrial Designs – 1984) and implementing regulations. Banjul Protocol on Marks

- Protocol relating to the Madrid agreement concerning the International Registration of Marks (Since 2008)
- World International Property Organisation – WIPO (Since 1976)
- Convention on Biological Diversity (Since 1994)
- International Treaty on Plant Genetic Resources for food and Agriculture(since 2002)
- World Trade Organisation (WTO) and The Agreement on Trade-Related Aspects of Intellectual Property Rights(TRIPS) – Since 1995

### **5.3 ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS IN GHANA**

The High Court has original jurisdiction to enforce violations of intellectual property rights. An action for the enforcement of an intellectual property right shall commence by the issue of a writ of summons, either in the Commercial Division of the High Court or in any other Division of the High Court as may be directed by the Chief Justice.

### **5.4 ENFORCEMENT OF INTELLECTUAL PROPERTY POLICY**

Notwithstanding any other law to the contrary, KNUST is authorized under the Kwame Nkrumah University of Science and Technology Act, 1961, Act 80 as amended, “Section 12 enter into any other transactions”.

KNUST therefore has the power to carry out the following acts:

- ❖ Perform all things necessary to secure registration of patents, copyrights and trademarks and to enforce its rights therein. The University shall consider contributions by KNUST staff in the development of trademarks, copyrights, and patents and shall enter into written contracts with such staff establishing the interests of the university and such staff in each trademark, copyright, and patent.

- ❖ License, lease, assign, or otherwise give written consent to any person, company or corporation for the manufacture or use thereof on a royalty basis or for such other consideration as KNUST shall deem proper.
- ❖ Take any action necessary, including legal action, to protect the same against improper or unlawful use or infringement.
- ❖ Enforce the collection of any sums due KNUST for the manufacture or use thereof by any other party.
- ❖ Sell any of the same and execute all instruments necessary to consummate any such sale.
- ❖ Do all other acts necessary and proper for the execution of the powers and duties herein conferred upon KNUST including adopting statutes, as necessary, in order to administer the section.



## 6 POLICY REVIEW AND AMENDMENTS

### 6.1 VALIDITY OF POLICY PROVISIONS

This policy does not seek to replace other provisions in the KNUST Statutes. In the event of conflict, appropriate measures shall be taken by Academic Board to address them. The policy becomes operational after approval by the University Academic Board.

### 6.2 APPROVAL

The 346th regular meeting of the Academic Board held on 23rd October 2015 approved this policy.

### 6.3 REVIEW OF THE POLICY

The policy shall be subject to periodic reviews and changes to conform to modern trends. The entire policy shall however be reviewed every five (5) years. The Quality Assurance and Planning Unit (QAPU) shall liaise with the appropriate units for such reviews and amendments.

# APPENDIX A

## Definitions

The following definitions shall apply for the purposes of this policy.

- a) “University” shall mean the Kwame Nkrumah University of Science and Technology
- b) “Work” shall include any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works and pictorial or graphic works.
- c) “Invention” shall include any discovery, intention, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items.
- d) “Creator” shall mean a member of the University who invents, devises, designs, develops, breeds, works out, discovers, conceives, performs, produces, translates or expresses.
- e) ‘Relevant creator’: a creator eligible to be named in an application for registerable rights, for example inventors in the case of a patent; or any creator in the case of nonregisterable rights.

## *University support*

University support shall include the use of University funds, personnel, facilities, equipment, materials, or technological information, and

includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.

### ***Intellectual property***

Intellectual Property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. Intellectual Property is protected by law.

### ***Intellectual Property Rights (IPRs)***

Intellectual Property Rights (IPRs) are the rights given to persons over the creations of their minds. They usually give the creator an exclusive right over the use of his/her creation for a certain period of time. Stated differently IPRs are the principal rights governing the ownership and disposition of Intellectual Property. IPRs can be divided into two:

### ***Copyright***

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

- Literary works such as books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies;
- musical works including any accompanying words;
- Performances of artists, phonograms and broadcasts.

### ***Industrial Property***

- Inventions of all fields of human endeavour (patents and utility models);
- Industrial designs;
- Trade secrets and confidential information;

- Trademarks, service marks, commercial names and designations and
- Plant varieties.

### ***Moral rights***

Rights of an author or artist, based on natural-law principles, to guarantee the integrity of the creation, despite any copyright or property-law right of its owner. *Moral rights* include rights of Attribution: the right to be given credit and to claim credit for a work, and to deny credit if the work is changed. *Integrity*: the right to ensure that the work is not changed without the artist's consent; *Publication*: the right not to reveal a work before its creator is satisfied with it and *Retraction*: the right to renounce a work and withdraw it from sale or display. Moral rights protect an author's non-pecuniary or non-economic interest.

### ***Technology***

This is broadly defined in this document to include technical innovations and inventions, as well as writings and other information in various forms, including computer software.

### ***Creative works***

These are art works and industrial designs.

### ***Originator***

This means an employee of the University who is an author, creator or inventor of a work or subject matter in which intellectual property may or does subsist.

### ***Significant use***

This is the use of institutional resources in connection with the project by the creator beyond what are normally provided to a typical faculty member at KNUST for activities within the scope of regular employment. Examples of non-significant use include:

- Payment of salaries

- Use of office
- Ordinary use of desktop computers
- Use of KNUST's libraries
- The use of Communication and storage servers
- Textbooks developed in conjunction with class teaching are also excluded from the "significant use" category; unless such textbooks were developed using KNUST administered funds paid specifically to support textbook development.

Generally, an invention, software, or other copyrightable material will not be considered to have been developed using KNUST funds or facilities if:

- Only a minimal amount of unrestricted funds have been used.
- The invention, software, or other copyrightable material has been developed outside of the assigned area of research of the inventor/author under a Research Assistantship or sponsored project.
- Only a minimal amount of time has been spent using significant KNUST facilities or only insignificant facilities have been utilized. Use of office, library and traditional desktop computers are examples of facilities that are not considered significant.
- The development has been made on the personal, unpaid time of the inventor/author.

### ***Commercialization***

This is defined as the economic exploitation of the intellectual property rights.

### ***Net income***

This means sale, royalty, licensing and other income received from the commercial exploitation of intellectual property less legal and other fees and expenses in establishing and protecting the intellectual

property and in negotiating and concluding any licensing or other agreements relating to the intellectual property.

### ***Commissioned works***

Commissioned works, also known as 'work-for-hire', is when someone (usually a commissioning body) commissions an author to create a work.

### ***Assignment Agreement***

An agreement between two parties in which one part agrees to assign and transfer rights, title and interest in an Intellectual Property to another party.

### ***Confidential Disclosure Agreement (CDA)***

It is also known as a Confidentiality Agreement, Non-Disclosure Agreement or a Proprietary Information Agreement. The CDA is a legal contract governing the exchange of confidential or Proprietary Information between two or more parties for limited purposes whilst restricting access to such information by third parties. It is used when there is a need to avoid the loss of Patent right due to premature public disclosure.

### ***Confidential Information***

It includes research findings, Proprietary Information received from a third party by an Employee or student under an expressed or implied commitment of confidence.

### ***Conflict of commitment***

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

## APPENDIX B

### INTELLECTUAL PROPERTY AGREEMENT

- I. During my employment by, appointment with, and/or affiliation with KNUST, I may discover, invent, or create work products that may be copyrighted, trademarked or patented.
- II. I understand and agree that, because of my employment, appointment, and/or affiliation, KNUST has a valid interest in all such matters whether they be writings, designs, productions, inventions, discoveries or developments, conceived and/or made by me during any period of KNUST employment, appointment, and/or affiliation, as well as any related copyrights, trademarks or patent rights, actual or potential.
- III. As a term of my employment, appointment, and/or affiliation, I understand and agree that KNUST shall own and hold any inventions, discoveries, or any other material that may be patented or trademarked in accordance with a determination made by KNUST which shall take into account the relative contributions made by me and KNUST, the extent to which KNUST resources and facilities were used, and whether the inventions, discoveries, or any other material that may be patented or trademarked arose out of the field or discipline in which I was employed, appointed, or affiliated.
- IV. In addition, as a term of any employment, appointment, and/or affiliation, I understand and agree that KNUST may hold and own work products that may be copyrighted pursuant to the Statutes of KNUST.
- V. I agree to assign to KNUST at its request any rights I may have in such work products that KNUST owns as described above

and actual or prospective patents, trademarks or copyrights on such work products.

- vi. I also agree not to transfer any rights or disclose any information concerning any such work products or the work products of any other KNUST employee to any person other than those permitted under the Intellectual Property Policy or by requirements of the laws of Ghana.
- vii. By execution of this agreement I understand that I am not waiving any rights to a percentage of payments received by KNUST for such work products as set forth in the KNUST Intellectual Property Policy.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_





**QUALITY ASSURANCE AND PLANNING UNIT**

Vice-Chancellor's Office

Kwame Nkrumah University of Science and Technology

KNUST, Kumasi

PMB UPO, Kumasi-Ghana

Tel: +233 322060319

Email: [info.qapu@knust.edu.gh](mailto:info.qapu@knust.edu.gh)

**ISBN: 978-9988-2-8487-9**

