

ASHESI UNIVERSITY

INTELLECTUAL PROPERTY POLICY

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## CHAPTER 1: PREAMBLE

The “Ashesi University Statement of Policy on Intellectual Property” was first drafted without adoption, in September 2015, and revised in June, 2016. Further revised and renamed on October 20, 2018 and December 12, 2019.

The University seeks to finally adopt the present Intellectual Property (IP) policy to guide Faculty, Staff, Students, Visiting Researchers of the University, Sponsors and all other stakeholders to ensure certainty of rights among all members of the University community in accordance with the ethos of the University and within the applicable laws of Ghana and international best practices;

Emphasizing the underpinning principles, values and philosophies of the founders of the University as a not-for-profit educational institution in Ghana to educate and produce ethical entrepreneurial leaders for Africa, who apply critical thinking skills to solve problems and put social responsibility at the heart of all that they do;

Recognizing the creativity, innovative and research capabilities of Faculty, staff, students and all other stakeholders, with intent to transform Africa;

Convinced of the benefits of new products and processes resulting from discoveries and inventions made by individuals connected with the University in the course of their University activities to both the private and public sectors;

Mindful of the growing application of research, programs and other innovative approaches to conducting the work of the University which often raise complex and ongoing challenges as to the proper and equitable utilization, obligations and rewards associated with innovations;

Concerned about the need to provide the basis for equitable adjudication between the various interests involved in the generation of Intellectual Property, in a manner consistent with the University’s primary commitment to both the private and public interests;

Convinced of the need to encourage the practical application and exploitation of the results of research carried out at the University for the benefit of the general public;

Recognizing the need to encourage innovative and entrepreneurial activity, transfer of knowledge from the University to industry to support Africa industrial and economic growth and to support teaching of creative thinking and

entrepreneurship, while exploiting the University's unique position as an academic institution in a developing country and promoting an ethical, open, fair and an inquisitive approach to learning and dissemination of knowledge and to encourage collaborative working among the learning community of faculty, students and staff and to avoid excessive secrecy and commercial competition.

The present Policy relates to the ownership, protection and commercial exploitation and enforcement of Intellectual Property created by Faculty, Staff, Students, Visiting Researchers and all other stakeholders of the University in the course of their duties and activities at the University. The document sets out the rules of the University for cooperation with industrial and business organizations and provides guidelines on the sharing of the economic benefits arising from the commercialization of Intellectual Property.

In line with this, the University's Intellectual Property policy seeks to achieve the following;

- i. Develop an environment that encourages creation of new knowledge through research and application of that knowledge to solve problems that benefit the private and public sectors.
- ii. Establish standards to determine the rights and obligations of the University, the IP creator and sponsors, in the generation of IP and the use of University resources.
- iii. Protect the rights of scholars to control the products of their scholarly work.
- iv. Encourage and support the institution and its employees to transfer IP to the public through commercialization and licensing as well as technology transfer.
- v. Foster goodwill towards the university and encourage philanthropy.
- vi. Ensure compliance with all relevant laws and regulations in line with its adherence to ethical principles and best practices and to enable the University to secure sponsored research funding.
- vii. Support an open and non-secretive academic and research atmosphere on campus.

- viii. Promote the egalitarian treatment of faculty, staff and students in the ownership of any IP created jointly and/or in teams.
- ix. Safeguard the non-profit status of the university and minimize legal costs and risks.
- x. Promote respect for the Intellectual Property Rights of others

Nothing in this Policy overrides provisions of prevailing national law.

## CHAPTER 2: DEFINITIONS

“Academic Affairs” for purposes of this policy, means relevant Department, Center, or Research Laboratory of the University.

“Ashesi Research and Development Fund” (ARDF) means Research and Development Fund as shall be established by the Intellectual Property Management Committee (IPMC) to advance research and development within the University community.

“Author” means a person, covered by this policy, who creates a work, and in the case of cinematographic work or sound recording means the person by whom the arrangements for the making of the work or recording is undertaken.

“Commercialization” means any form of exploitation of Intellectual Property, including assignment, licensing, joint-venture, internal exploitation within the University, start-up enterprise and spin-off enterprise.

“Contributors” means individuals who are deemed by the head of the relevant laboratory or the principal investigator of a research program, as the case may be, to have made a contribution to the development of the IP or unpatented Materials.

“Copyrighted works” means literary works, artistic works, musical works, sound recording, audio-visual works, choreographic works, derivative works and computer software and programmes. The works must be original and fixed in any definite medium of expression.

“Creator/Inventor” means a person covered by this policy who individually or jointly with others makes an Invention and who meets the criteria for protection under Ghana Patent laws and regulations.

“Database” means collection of works or data which have been systematically arranged and are accessible electronically. It includes sampling of results from a population census and students’ information.

“Designs or Industrial Designs” means a composition of lines or colours, any three dimensional form or any material, whether or not associated with colours, including textile designs. The rights protect the aesthetic value of products.

“Intellectual Property” (IP) means all creations of the intellect including, inventions, technologies, developments, improvements, materials, compounds, processes, all other research results, tangible research properties, computer software and all copyrighted works.

“Intellectual Property Rights” (IPRs) means ownership and associated rights relating to Intellectual Property as granted by States, including patents, rights in utility model, plant breeders rights, rights in designs, trademarks, topography rights, know-how, trade secrets and all other industrial property rights as well as copyrights and related rights, either registered or unregistered

“Invention” means an idea of an Inventor which permits in practice the solution to a specific problem in the field of technology. The invention may relate to a product or a process. It must be new, have an inventive step and must be industrially applicable.

“IPMC” refers to Ashesi University Intellectual Property Management Committee

“Know-How” means any secret, technical information or knowledge which is valuable and identifiable, including, experimental techniques, scientific methods or formulae.

“Net income” means all license fees, royalties and any other monies received by the University, arising from the commercialization of Intellectual Property less all the expenses incurred in connection with the protection and commercialization of the Intellectual Property at the University.

“Patent” means the title granted by a State to protect an invention.

“Research Agreement” may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at the University.

“Researcher” means:

- i) persons employed by the University, including student employees and technical staff
- ii) students, including graduate and postgraduate students of the University
- iii) any persons, including visiting scientists and guest lecturers

who use the University resources and who perform any research task at the University or otherwise participate in any research project administered by the University, including those funded by external sponsors.

“Spin-off” means a company established for the purpose of exploiting Intellectual Property originating from the University.

“Sponsored Computer Software” means any computer program including, microcode, subroutines, and operating systems, regardless of form of expression or object in which it is embodied, together with any users’ manuals and other accompanying explanatory materials and any computer database, that is developed:

- i. Under or subject to agreement between the University and a third party; or
- ii. With use of direct or indirect financial support from the University, including support or funding from any outside source awarded to or administered by the University; or
- iii. With significant use of space, facilities, materials or other resources provided by or through the University.

“Sponsored Software Invention” means Sponsored Computer Software which qualifies as an “Invention” as defined above.

“Trademark” means a sign or combination of signs capable of distinguishing the goods or services of one enterprise from the goods or services of another enterprise. It may include, words, personal names, designs, letters, colours, numerals, shapes, holograms, sounds or a combination of any of these elements; or slogans, where they are not long enough to be protected by copyright.

“University resources” means any resources including any form of funds, facilities, equipment, laboratories, consumables, brands and all other intangible assets, as well as human resources provided by the University either directly or indirectly.

“Unpatented Materials” including biological materials means cell lines, organisms, proteins, plasmids, DNA/RNA, chemical compounds, transgenic animals and other materials useful for research or for commercial purposes for which patent applications are not filed or, if filed, do not issue, where such materials are developed by persons covered by this policy:

- i. Under or subject to an agreement between the University and a third party; or
- ii. With use of direct or indirect financial support from the University, including support or funding from any outside source awarded to or administered by the University; or
- iii. With significant use of University resources including space, facilities, and materials.

“Visiting Researcher / Scientist” means individuals having an association with the University without being either employees or students. “Visiting Researchers” include academic visitors, individuals with honorary appointments at the University and emeritus staff.

### CHAPTER 3: SCOPE OF THE POLICY

3.1. This Policy shall apply to all Intellectual Property created on or after [date] and all Rights associated with them.

3.2. This Policy shall apply to all Faculty, Staff, Students and Visitors of the University subject to any explicit agreement to the contrary between parties as well as third parties prior to the effective date of the policy.

### CHAPTER 4: POLICY PRINCIPLES AND FOCUS

The following are the principles and focus of the University’s Intellectual Property Policy:

Ownership; Intellectual Property Disclosure; Commercialization; Revenue / Royalty distribution; intellectual property protection; confidentiality; Evaluation; Intellectual Property Management Committee; conflict of interest; use of university facilities; breach of policy and enforcement; dispute resolution; and policy implementation.



## CHAPTER 5: EXTERNAL SPONSORSHIP, RESEARCH COLLABORATION WITH THIRD PARTIES

5.1. It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a written agreement (hereinafter referred to as Research Agreement).

5.2. Researchers shall not have the right to enter into a Research Agreement with third parties on behalf of the University unless they are authorized to do so by the IPMC.

5.3. Persons acting for, and on behalf of, the University shall exercise all due diligence when negotiating agreements and signing contracts that may affect the University's IP Rights.

5.4. In certain cases it may be beneficial to the University to enter into Research Agreements that are exceptions to the provisions of this Policy with external sponsors of research and other third parties.

5.5. Depending on the relative intellectual and financial contributions of the University and the third party to the conception of the Intellectual Property, it may be appropriate for either cooperating party to obtain certain IP Rights and/or share in the revenue generated from its commercialization.

5.6. In the absence of such an agreement defined in section 5.1., it is the policy of the University that IP Rights shall be distributed among the cooperating parties in the proportion that reflects the proportions of contributing to the creation of the Intellectual Property.

5.7. In order to enable the cooperating parties to establish such proportions defined in section 5.6. and to prevent subsequent disputes, it is expedient that the parties maintain regular, well-documented records of the research activities pursued, signed by all of them.

5.8. The agreement set forth in section 5.1. shall include, inter alia provisions with respect to the following:

5.8.1. IP and associated rights already existing at the University prior to entering into the agreement;

5.8.2. IP and associated IP Rights arising from research activities set out in the agreement, after entering into it;

5.8.3. Confidentiality requirements;

5.8.4. Terms of public disclosure;

5.8.5. Other relevant provisions.

5.9. Any confidentiality provision of a Research Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for longer than 6 weeks from the time the concerned party is notified of the intent to publish.

5.10. Before signing, the full copy of the proposed agreements and other legal statements concerning the University's Rights shall be submitted to the IPMC for advice and approval.

## CHAPTER 6: OWNERSHIP OF INTELLECTUAL PROPERTY

Contrary to the general principle of law that IP generated in the course of employment or under commissioned work automatically belongs to the employer or the commissioner, except as otherwise excluded in this paragraph, the University hereby permits all rights in generated IP at the University to be owned by the Creator(s) as follows:

### 6.1. IP Generated in the Course of Employment / Studies / Visiting Research Activities

6.1.1. Where the generated IP is the sole idea of the Researcher with negligible use of University resources but generated in the course of employment or in the course of studies, the University shall retain the right to a nonexclusive, non-revocable license to the use of the IP for the purpose of enhancing the objects of the University only.

6.1.2. Notwithstanding subsection 6.1.1. above, where the use of the IP by the University will impair material wider exploitation of the IP, the University shall waive its right to the license upon written justified request by the IP creator.

6.1.3. Where the Researcher utilized University resources and or utilizes the University brand to boost the value of the

generated IP for purposes of exploitation, the Researcher shall share the economic rights arising from the exploitation of the IP in accordance with the revenue distribution percentages in Chapter 10 below.

- 6.1.4. Notwithstanding subsection 6.1.3 above, the IPMC may vary the percentage distribution upon written request by the Researcher and subject to independent costing of the contributions of the Researcher and the University.

## 6.2. IP Generated Outside Normal Course of Work or Studies

Where the Researcher creates the Intellectual Property outside the normal course of his or her work or studies, with significant use of University resources, he or she shall be deemed to have agreed to be bound by the provisions of this policy.

## 6.3. Sponsored / Third Party Research

Intellectual Property created in the course of, or pursuant to a sponsored research or other type of agreement with a third party, shall be owned in accordance with the terms of the Research Agreement approved by the IPMC.

## 6.4. Ownership of Computer Software and databases

- 6.4.1. The University shall own all patents, copyrights and other intellectual property rights in Sponsored Computer Software and databases.
- 6.4.2. Computer programs and databases that are not included in subsection 6.4.1. above shall, for all purposes, be treated in accordance with the general provisions under this Chapter 6.
- 6.4.3. Release of Sponsored Computer Software: Where the University has the right but elects not to commercialize Sponsored Computer Software and databases, the University, at its sole discretion, may release part or all rights to the Creator(s).

## 6.5. Ownership of Unpatented Materials

6.5.1. The University shall own all rights in Unpatented Materials and in the public interest, may transfer the materials to third parties for research and commercial purposes.

6.5.2. Researchers named as Contributors of the unpatented materials shall be entitled to a share of revenues in accordance with section 10.3. of this policy.

#### 6.6. Ownership of Capstone Ideas and Projects

6.6.1. The University shall own all rights in IP generated from student idea with support from Faculty in capstone; Faculty research idea and student exploration in capstone; and student entrepreneurship capstone adopted by industry.

6.6.2. Subject to any agreement with third party sponsors to the contrary, the University shall own all IP rights in industry funded capstone project.

#### 6.7. Ownership of IP in University Syllabus

The University shall own all IP Rights in all University syllabi and related academic materials and the use of any part by Researchers, for personal gain such as consultancy services for their personal benefit and that of third parties shall constitute an infringement.

### CHAPTER 7: INTELLECTUAL PROPERTY MONITORING COMMITTEE (IPMC)

7.1. The President of the University shall constitute an Intellectual Property Monitoring Committee (IPMC), to be chaired by the Provost (Academic Affairs) and including a senior faculty member nominated by the Provost from each of the academic departments.

7.2. The chairperson of the Committee shall have the authority to co-opt additional members from outside the university community as deemed necessary for specific areas relevant to IP, such as legal and financial matters or specific industry and service sector knowledge.

7.3. The activities of the IPMC shall include:

- 7.3.1. Creating awareness and educating faculty, staff and students about IP, and showcasing its benefits for all concerned.
- 7.3.2. Establishing easy to understand procedures for securing, protecting and administering IP rights and, where feasible, offering IP management as a service to the University community.
- 7.3.3. Receiving all applications for assignment or license of IP rights to the University from all potential University inventors and creators of IP for initial decision.
- 7.3.4. Reviewing all Research Agreements for approval prior to execution and implementation.
- 7.3.5. Resolving disputes of percentage ownership of rights between co-creators
- 7.3.6. Facilitating commercialization of IPRs assigned to the University
- 7.3.7. Facilitating the protection and commercialization of IPRs for creators on request. Incidental costs shall be equated and valued as percentage ownership of the economic rights of the IPR involved.
  - 7.3.7.1. In negotiating with third parties, project directors and the IPMC shall strive to protect and advance the public interest as well as obtain the greatest latitude of rights for the individual Creator(s) and the University consistent with this policy.
  - 7.3.7.2. Where a Researcher makes the request in this subsection 7.3.7. the IPMC shall carry out a complete evaluation of the Intellectual Property with particular attention on possible methods of the protection of the Intellectual Property and its business opportunities.
  - 7.3.7.3. The Researcher(s) shall closely cooperate with the IPMC, the patent attorney or any other professional experts involved by the University. Researcher(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by

providing information, attending meetings and advising on further development.

- 7.3.8. Advising Researchers on all IP matters, including strategic IPR assets management as a resource of the University that will be compensated for with a percentage of the economic rights.
  - 7.3.9. Monitoring and evaluating the University IP policy, regularly review the policy and propose amendments and the development of relevant supporting implementing legal instruments.
- 7.4. The IPMC shall for an initial period of 2 years starting in 2020 facilitate the adoption of the IP Policy and subsequently implement the Policy.
- 7.5. During the period stated in section 7.4. the IPMC shall:
- i. Begin a university wide conversation on the role of IP within the learning community of the University and seek inputs from all faculty, students and staff.
  - ii. Set up a regular IP awareness campaign, educating students about the nature of academic ethics and intellectual property.
  - iii. Work closely with the University legal team to include IP related clauses in employment contracts and guest researcher agreements as well as in terms and conditions for student admissions.
  - iv. Effectively communicate the IP policy to the University community and more particularly to all Researchers of the University.

## CHAPTER 8: USE OF UNIVERSITY FACILITIES FOR RESEARCH PURPOSES

- 8.1. All University facilities shall be used for the primary objects of the University, in particular, for educational and research purposes.
- 8.2. Notwithstanding section 8.1. above, a Researcher may use the facilities for external projects provided that such use shall not adversely affect the educational goals as well as the not-for-profit status of the University.

- 8.3. The use of facilities for external projects in section 8.2. shall be subject to the following:
  - 8.3.1. Must not cause delay or hindrance to the teaching and research agenda of the University;
  - 8.3.2. Any used consumable items must be replaced; and
  - 8.3.3. All equipment must be left in the same or a better state as before use.
- 8.4. All facilities shall be used in accordance with the relevant policies, and health and safety regulations of the University.
- 8.5. University facilities shall not be used to create illegal items or for illegal purposes, including but not limited to, fire arms, explosives, computer viruses, spying equipment or programs, or to create biological agents.
- 8.6. The use of facilities to create objectionable material or to engage in any activity which may bring the University into disrepute must be avoided, and in case of any doubt, advice must be sought from the relevant faculty staff member, the IPMC, the Provost, or the President of the University.
- 8.7. It is the responsibility of all members of the University community to ensure that all facilities are used in a fair and responsible manner without causing hindrance to others.
- 8.8. A Researcher who violates the provisions of this policy shall lose the privilege to use the facilities and shall face additional punitive consequences.
- 8.9. Any past student, former faculty member or staff may apply to the IPMC to use University facilities for further development of IP created in the course of their employment or education at the University and shall be deemed to have agreed to be bound by this policy.

## CHAPTER 9: CONFLICT OF INTEREST AND CONFIDENTIALITY

- 9.1. Faculty, staff, and students of the University shall conduct their teaching, research and consultation activities in a manner that shall avoid any conflict of interest.

- 9.2. Conflict of Interest activities shall include:
- 9.2.1. Conducting research at the University which serves the needs of a third party without the knowledge of the Research sponsor and or the University authorities.
  - 9.2.2. Purchasing supplies, machinery or equipment from an entity in which the Researcher has a financial or familial interest.
  - 9.2.3. Transferring the results of a sponsored work or materials to a third party except under licensing agreements.
  - 9.2.4. Using confidential information gained through sponsored research work for personal gain.
  - 9.2.5. Using existing University IP for personal gain.
  - 9.2.6. Using privileged information to influence negotiations of contracts relating to research work between the University and external organizations with which the employee has a consulting or advisory relationship.
- 9.3. Tangible research property shall not be transferred without prior written approval from the IPMC, as it may involve risks, including contractual obligations, or careful handling in case of biohazards.
- 9.4. A Researcher shall not accept any financial rewards, honoraria, gifts, management positions, or any other material or situational benefits from organizations whose products or services the Researcher is evaluating or testing.
- 9.5. In all potential conflict of interest situations the Researcher shall disclose to the IPMC for guidance and thereafter, conduct the research and consulting relationships in an open and transparent manner.
- 9.6. The IPMC shall advise a Researcher on any perceived conflict of interest situation and thereafter, remedial steps shall be taken to manage, minimize or remove the actual or potential conflict of interest through public disclosure of significant interests as well as monitoring of research by independent reviewers. In exceptional cases it may be necessary to



remove the individual from participating in the specific project or eliminating the source of the conflict, such as, the financial interest.

## 9.7. Confidentiality

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

9.7.2. In the case of sponsored research, any Confidential Information received by a Researcher will be governed by the terms of the applicable sponsored research agreement where such terms differ from the provisions of this policy.

## CHAPTER 10: REVENUE SHARING

10.1. Any income derived from the commercialization of IP in which the University has an interest shall be first applied toward any direct expenses incurred by the University in seeking patent protection, copyright registration, legal fees, administrative or similar expenses. The net income after expenses shall be distributed among the Creators, their respective research laboratories, Departments / Centers and the University as follows:

BENEFICIARY	NET INCOME
Creator(s)	50%
Academic Affairs	30%
University / IPMC	20%

10.2. Where the research is funded from Ashesi Research and Development Fund (ARDF), the net revenue shall be distributed as follows:

BENEFICIARY	NET INCOME
Creator(s)	50%
Academic Affairs	20%

ARDF	20%
University / IPMC	10%

- 10.3. Net Income derived from licensing or other distribution of intellectual property conceived, reduced to practice or otherwise made, improved or further developed with financial support from the Ashesi Research and Development Fund shall be distributed in accordance with section 10.2.
- 10.4. Notwithstanding sections 10.1., 10.2. and 10.3. above, the percentage distribution may be varied subject to negotiations between the Researcher and the University upon the written justified request of the Researcher to the IPMC.
- 10.5. Where the University has no interest in the IP and no direct expenses associated with the IP, all profits generated from commercialization shall belong to the creator(s) and the creator(s) shall be encouraged to donate part of the revenue to the University, pursuant to the ethos of the University community, to help future members of the community.
- 10.6. Donations from IP or new ventures shall not be considered during the evaluation or promotion of University faculty, staff, or students.
- 10.7. Where there are multiple creators of an IP, the Creator(s) percentage shall be distributed according to the contribution of each creator, in the absence of any written agreement between the parties to the contrary.
- 10.8. Where a dispute arises in the distribution of the creators' share, one or more parties may apply to the IPMC for resolution by Alternative Dispute Resolution.
- 10.9. In case of establishing a spin-off enterprise, a mutually negotiated agreement between the Researcher and the University shall determine the share of equity.
  - 10.9.1. The conditions of the agreement shall be negotiated on a case-by-case basis having due regard to the contribution of the Researchers to any further development and the exploitation beyond the creation of Intellectual Property and to any funding provided by the Researcher(s), the University or any third parties acquiring a share of equity in the new enterprise.

10.9.2. The decision concerning all other conditions of a spin-off establishment shall be taken by the IPMC.

10.10. In case of exploitation of trademarks and other indicators, the Researcher(s), taking into consideration the proportion of their contribution to the exploitation, may benefit from the revenue as set forth in an individual agreement. The IPMC shall decide on such issues on a case-by-case basis.

10.11. All payments made shall be subject to tax in accordance with the Tax laws of Ghana.

## CHAPTER 11: IDENTIFICATION, DISCLOSURE AND COMMERCIALIZATION OF INTELLECTUAL PROPERTY

11.1. The University encourages its Researchers to identify research results with potential commercialization value and which enhance the reputation of the University through bringing them to public use and benefit.

11.2. Researchers are obliged to disclose all Intellectual Property falling within the scope of Chapter 6 to the IPMC as soon as they become aware of any potentially exploitable IP and the IPMC shall take necessary steps to protect and facilitate commercialization of the IP after successful evaluation.

11.3. During the evaluation and commercialization period, the full description of the Intellectual Property shall be disclosed to third parties only under a confidentiality agreement.

11.4. Where evaluation in section 11.2. is unsuccessful, the IPMC shall inform the Researcher within 14 days.

11.5. Researchers shall seek the written consent of co-creators and seek advice of possible protection of inventions from the IPMC before publishing research findings in academic journals.

- 11.6. Copyrighted Works shall be excluded from the disclosing obligation set out in section 11.2., except for those which were developed in the performance of a sponsored research or other third party agreement.

## CHAPTER 12: BREACH OF THE RULES OF THIS POLICY

Breach of the provisions shall be dealt with under the normal disciplinary procedures of the University and in accordance with the relevant provisions of law.

## CHAPTER 13: DISPUTES AND APPEALS

- 13.1. Parties shall endeavour to settle any disputes and misunderstandings which may arise in connection with this Policy amicably.
- 13.2. Where amicable settlement of any dispute arising from or in connection with this Policy fails, a party shall refer the dispute to the IPMC for settlement by mediation; where the IPMC is a party to the dispute, the dispute shall be referred to the University Board of Governors for settlement by mediation in the first instance.
- 13.3. Where settlement by mediation fails, the parties shall refer the dispute to an arbitrator appointed by each party and the two arbitrators appointed by the parties shall appoint an umpire. The arbitrators shall be selected from a list of Ashesi University approved Arbitrators and the seat of arbitration shall be Ghana.
- 13.4. The parties may, by written agreement, waive reference of any dispute arising under this Policy to arbitration, so that any dispute, which cannot be settled by mediation, may be adjudicated by a court of competent jurisdiction in Ghana.

## CHAPTER 14: ENTRY INTO FORCE OF THE POLICY

- 14.1. This Policy shall come into effect on 26<sup>th</sup> September 2020
- 14.2. All agreements concluded by the University and the Researcher(s) at an earlier time shall be governed by the provisions of the Policy in effect at the time of the signing of such contracts.

## **REFERNCES / APPENDICES**

### **References**

Ashesi University Intellectual Property Policy has been guided by and some provisions borrowed with modifications from the following:

1. WIPO Model Intellectual Property Policy for Universities and Research Institutions, version one.
2. *University of Ghana Intellectual Property Policy*
3. *Franklin W. Olin College of Engineering Intellectual Enterprise Policies (Rev 03/05/16)*
4. *Harvard University Intellectual Property Policy*
5. Ghana National Intellectual Property Policy and Strategy and relevant IP laws of Ghana.

### ***Appendices***

Appendices include forms and sample contracts which may be included to be used as template by the University and/or the IPMC for submission of proposals and the implementation of the Policy. The IPMC shall from time to time develop such forms and sample contracts as it deems fit to facilitate effective implementation of the Policy.