The University Management has adopted and ratified the following policies, which come into operation from the 01/11/2012. The policies are legally binding and remain valid until reviewed or amended. The policies are copyright protected. The policy thrust deals with intellectual property rights (patents, copyrights and technology transfer), collaboration with institutions, organization and external individuals. In addition it highlights conditions for shared patent, copyrights and commercialized products. The policies are as outlined below:

A. Covenant University Research Policy:

Covenant University vision is to be a leading world class university committed to raising a new generation of leaders. In its quest to become one of the top ranked 10 universities in the world by 2022 as stated in its Vision 10:2022 is committed to admitting the best crop of students both at undergraduate and postgraduate levels. Similarly, the University is resolved to attracting the best faculty across the globe to enrich its teaching and research faculty. Consequently, the following terms and conditions apply for students and faculty of Covenant University whether on full term or part-time engagements. This includes also faculty on sabbatical to Covenant University and visiting lecturers or professors.

i. Affiliation: all categories of students and faculty must in their research and other scholarly publications use Covenant University as an affiliated university. This applies to studies and creative arts, innovation and patents whether done in Covenant University or elsewhere in as much as you remain a student or faculty of the University. All students and faculty will be required to agree to the University policy by endorsement.

ii. Patents: all students and faculty with patentable materials are required to file their applications for patents through the IPTTO in Covenant University at no cost. The inventor(s) and Covenant University will jointly own the patent on award in line with the commercialization policy. Where an external body is involved in the research with Covenant University, both Organizations will own the Intellectual property rights together with the team of investigators as shall be agreed on in the MoU or other legal documents. Where external funding was used for the research, such shall be declared at the onset and the conditions of ownership agreed.

iii. Research clusters: membership has no limit and no boundaries, however not more than seven persons and not less than three should constitute a research group investigating a research topic. Each research study group shall have a Principal Investigator and an Assistant Principal Investigator. Research proposal from the clusters are to be forwarded through the Cluster Leader to the Director, Centre for Research, Innovation and Discovery following approved format.
iv. **Research funding**: this shall be solely through the cluster system. The Cluster Leader shall be responsible for monitoring and accounting for the progress of the study, while the Principal investigators take responsibility for the integrity of the work. The Principal investigator is accountable to financial services on fund disbursed and CRID notified. Procedure for accessing fund is available at CRID.

v. **Conference support**: conference support on cluster basis that have met the Thomson Reuters/ CPCI requirements will be supported only after an in-house seminar on the progress and findings of the study has been disclosed. This is a quality and integrity check to ownership. The presentation will have the Directors CRID, VCO, APU and Quality assurance or their representative in attendance.

vi. **Conference support outside clusters**: this must meet the requirement for funding as presently exists. The procedure should be access from CRID office. The sub-dean School of Postgraduate Studies shall screen all Postgraduate applications and recommends to CRID. Applications from Departments should be screened at the Department and the HOD recommends to CRID.

vi. **Attendance**: faculty members shall be sponsored to attend only one local conference per academic session in line with local conference support policy.

vii. **Specialized training**: training on critical areas of technology for technologist and faculty shall be funded on HOD’s recommendation and justification.

viii. **Exhibitions**: the University shall fund fully all University/industry based exhibitions as may be considered necessary from time to time.

ix. **Commercialization policy**: products/inventions for commercialization shall be implemented as advised by the Commercialization Unit and approved by Management.

x. **Acknowledgements**: Faculty are expected to acknowledge Covenant University Centre for Research, Innovation and Discovery for support funding for the research work in all their publications. This is important as the University through the Centre support Conference attendance, publication fee in recognized outlets and fund cluster based research. Where research grant is obtained the grant name and number should be indicated in the acknowledgement. Where fund was accessed from other sources this also should be clearly stated.
B. Intellectual Property Rights:

i. The CUCRID IPTTO non-refundable application form: Prospecting candidates from the external context will purchase a CRD-IPTTO P01 form at a non-refundable cost of N20,000. Faculty and Staff of the University prospecting to patent their products will obtain and fill CRD-IPTTO P02 form at no cost.

ii. Copyright form: A non-refundable CRD-IPTTO NC01 form will be obtained and completed at N10,000 for all categories of applicants.

iii. Patent search fee: External applicants will pay an administrative processing fee for initial search and validation of the novelty of their claims for every filed patent application. The processing fee of N50,000 is certified on CRD-PTF01 form and receipt of payment issued.

iv. Patent processing fee (Outsider): On validation of the search results, successful applicants will pay Advanced patent processing fee CRD-PTF02 of N150,000 per application. This applies to external application only.

v. Patent processing fee: In the event that Covenant University staff is a member of the team 70% of the processing fees will be paid by the applicants if the invention is not jointly owned with Covenant University. This category of application shall be processed on CRD-PTF03.

vi. Ownership: All Covenant University Students, Staff, or Faculty wishing to file application for patent shall do so jointly with the University.

vii. Copyright registration fee: Copyrights application shall be solely of the applicants. Copyright process registration fee CRD- IPTTO NC02 of N50,000 shall be paid for copyrights registration.

viii. Duration of registration: The duration for registration of Copyrights on filing of application and full remittance of fee is minimum 1 month.

ix. Duration of processing: The duration for processing of patent application to acceptance or rejection level ranges from 3-6 months. The award of the patent may take up to 1 year depending on the traffic at Patent Registry.

x. Responsibility: On payment of the necessary fee, the University will bear the burden of facilitating the patent processing and bear accruing financial responsibility without additional charges on the applicant.
C. Product Commercialization:

Product commercialization by the University shall be based on;

i. Joint ownership of intellectual property (patent or copyrights) by the researcher and the University
ii. Perpetual earning by the researchers from the product.
iii. The product must be profitable, safe and beneficial, with a verified working prototype.
iv. New or adding value to an existing market brand
v. Confirmed safe and not likely to lead to litigation on commercialization
vi. With mutually signed agreement between the university and other stakeholders of the product, and
vii. With approval or likely approval by relevant Government Agency

Procedures for seeking university’s sponsorship for the commercialization of products shall include, but not limited to the following:

i. The inventors/innovators/creator of a research product shall collect and fill an application form from the relevant university unit charged with the responsibility of commercialization
ii. He or She shall submit the completed form to the relevant unit with a brief statement showing the following:
   a) How the idea was generated
   b) How the idea was screened
   c) How business analysis was conducted to ascertain the profitability of the product.
   d) The prototype as evidence and how it was developed
   e) How the market for the product was initially tested
   f) Plans for commercialization
iii. Before recommending any product for commercialization to the university, the unit concerned must have consulted relevant experts and agencies to ascertain the veracity of the claims by the inventor/innovator/creator and the fitness of the product for commercialization
iv. The product that meets the conditions of commercialization shall be recommended by the relevant unit for approval by the University Management.
v. Any product approved by Management for commercialization shall require the guidance of the inventor in setting up the production process.
vi. Any inventor/innovator/creator whose product is considered worthy of commercialization should sign a memorandum of understanding (MOU) with the university and this should be guided by the content of this policy document.
vii. The MOU is void in the event of force-majeure or death of the product.
The following Offices in the Centre for Research, Innovation and Discovery will midwife the commercialization of products. The functions of these Offices are coordinated by the Commercialization Unit of CRID. These are:

- Technology Development Office (TDO)
- Market Research Office (MRO)
- Investment Office (IO)

**TDO**

The functions of the TDO shall include, but not limited to the following:

1. Testing the technical feasibility of the product
2. Ascertaining the environmental impact of the product.
3. Confirming the safety of the product content
4. Ascertaining the availability of the engineering components of the parts and prospects of continuity in production.
5. Liaising with relevant government/non-government agencies.
6. Determining added value/strong edge for competition

**MRO**

The functions of MRO shall include but not limited to the following:

1. Conducting indebt business analysis to ascertain the feasibility, profitability, and other relevant issues about the product.
2. Conduct extensive test-marketing in the product to ascertain the existence of customers and the possibility of patronage.
3. Maintain a market surveillance and intelligence for the product.
4. Play advisory role to the marketing team regarding market developments on the product.
5. Any other functions incidental to the unit.

**IO**

This shall primarily be the Strategic Business Unit (SBU) of the University or any other unit as the University shall appoint on one hand, and on the other hand, any other investor the University may approve. The funding of the production and related activities shall be done by the Financial Services from a designated account.

The functions of IO shall include but not limited to the following:

1. Marketing of the products.
2. Any other functions relating to the management of the business and the products.

Other structures for product commercialization include;
a. Profit Sharing Formula

For the purpose of sharing profit among the parties, only the net profit indicated by audited account documents shall be shared.

Before such sharing, 62.5% shall be credited to the financiers, (investors), while the remaining 37.5% shall be shared as follows:

Inventor (personal share) -26% (9.75%)
Inventor (research share) -12% (4.5%)
University -27% (10.125%)
Proprietor -15% (5.625%)
Departments -20% (7.5%)

In the case of an external inventor/innovator/creator (anyone who is neither a staff nor student of Covenant University), the following sharing formula is recommended:

External Inventor/Innovator/Creator -30% (11.25%)
Research share -20% (7.5%)
University -35% (13.125%)
Proprietor -15% (6.625%)

b. Management Committee

The University Committee for the Centre for Research, Innovation and Discovery shall be responsible for sharing the proceeds as given in (a) above.

c. Other conditions binding the commercialization policy are as outlined below:

i. If the University decides that a particular product is not worth commercialization, the patent right of the invention/product becomes solely that of the inventor and at no cost.

ii. If after two (2) years of the submission of a patent or product for commercialization purpose, the university does not conclude negotiation with any investor, the university releases such patent and or product to the original inventor without any condition.

iii. Investor/Associates cannot exclusively at any time produce University licensed product without the written consent of the creator/inventor.

iv. The inventor stands to benefit perpetually from the product, the employment status of the inventor notwithstanding.

v. Among multiple inventors/innovators/creators of a single patented invention or copyright: personal shares will be allocated among inventors/innovators/creators, according to a written agreement among them or if there is no agreement in equal shares.
Research shares of departments will be allocated equally where inventors or creators come from different departments, unless otherwise agreed among all.

vi. This policy is subject to review as occasions demand.

Signed into law;

Professor C. K. Ayo

Vice Chancellor

Covenant University