



NNAMDI AZIKIWE UNIVERSITY, AWKA

INTELLECTUAL PROPERTY POLICY

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FOREWORD

The broad goal of the founding fathers of Nnamdi Azikiwe University, from which successive administrations of the University draw their respective vision and mission statements, is that the University shall be a world-class University engaged in the highest standard of excellence in all aspects of teaching, research, and public/community service. It is acknowledged all over the world that academics are known by the quality and quantum of research/creative outputs they turn and that Universities are ranked by the selfsame creative output generated within them. These creative outputs by virtue of originating from the intellect as intangibles are more liable to theft than traditional property and thus for purposes of protection could by law be designated as copyrights, patents, trademarks etc. This has given rise to the concept of intellectual property and concomitantly intellectual property law and intellectual property rights. Drawing from these and cognizant of the overarching importance of intellectual property in raising the profile of Universities, Nnamdi Azikiwe University empanelled in 2015 an Intellectual Property Policy Drafting Committee to articulate an International Property Policy for the University. It is gladdening that after rigorous work the Intellectual Property Policy Document is now ready; for this I commend the members of the Committee.

The Intellectual Property Policy seeks to encourage research/creativity, protect intellectual property and the interest of their creators, as well as the interest of the University. It is hoped that the publication of this Intellectual Property Policy would further encourage research/creativity in Nnamdi Azikiwe University.



Prof. Charles O. Esimone, FAS, FPSN
VICE-CHANCELLOR, NNAMDI AZIKIWE UNIVERSITY

ARTICLE 1: PREAMBLE

The vision of the Nnamdi Azikiwe University is to be a world-class University that is engaged in the highest standards of excellence in all aspects of its teaching, research, and community development. In the course of actualization of this vision, Intellectual Property (IP) assets which have both academic and economic values are created. The University therefore recognizes the need to encourage the practical application, economic use and exploitation of these IP assets through a defined system of management for the benefit of the inventor(s), University, and the society at large. This informs the instant Intellectual Property Policy (“The Policy”).

ARTICLE 2: CITATION

This policy shall be cited as the Nnamdi Azikiwe University Intellectual Property Policy (“The Policy”)

ARTICLE 3: COMMENCEMENT

3.1 This policy shall come into effect from the date of University Council approval.

3.2 All agreements concluded by the University with any other individual or body relating to the subject – matter of this Policy shall continue to have effect in accordance with the terms of such agreements unless the parties mutually agree to adopt the provisions of this policy in connection therewith upon this coming into effect.

ARTICLE 4: OBJECTIVES OF THE POLICY

4.1 Aim

The aim of this Policy is the achievement and sustenance of a sound IP regime geared towards enhancement of knowledge and development through research and education for the benefit of the University and the society at large.

4.2 Objectives

The objectives of this Policy are as follows:

- i) To promote, encourage and aid scientific investigation and research.
- ii) To provide legal certainty in research activities and technology-based relationships with third parties.
- iii) To set out the University’s procedure on the identification, ownership, protection and commercialization of intellectual property.
- iv) To ensure the timely and efficient protection and management of intellectual property.
- v) To facilitate the recording, monitoring and maintenance of the University’s intellectual property portfolio.

vi) To ensure that economic benefits arising from the exploitation and commercialization of Intellectual Property are distributed in a fair and equitable manner recognizing the contributions of the Inventors/Authors/Researchers/Creative Artists, the University as well as other relevant stakeholders.

vii) To enhance the reputation of the University as an academic research institution and a member of society as well as the reputation of the Inventors/Authors/Researchers/Creative Artist through bringing the research results/works to public use and benefit.

viii) To create an environment that encourages and expedites the dissemination of discoveries, creations and new knowledge generated by /Inventors/Authors/Researchers/Creative Artists for the benefit of the public.

ix) To ensure that the University's name and insignia are properly used, especially that the use of its name or insignia to imply association with the institution is accurate and appropriate and that it receives a fair share of any commercial fruits from the use of its name.

4.3 Nothing in this Policy shall override the provisions of prevailing national law.

ARTICLE 5: SCOPE OF THE POLICY

5.1 Persons Covered

a) Academic staff: This includes all teaching and research staff, and visiting scholars employed by the University permanently or temporarily.

b) Non – academic staff and other non – teaching employees: This includes any person employed by the University who does not fit into any other category: Where a student is also an employee, he/she is considered staff with regard to intellectual property as a result of his/her employment and as a student with regard to other intellectual property created as a result of his/her student work. A full-time non-academic employee even if he is a part-time student of the University is considered to be staff for the purpose of intellectual property.

(c) Undergraduate, postgraduate and visiting students: This includes any fulltime or part time undergraduate and postgraduate student regardless of whether he/she receives financial aid from the University or from external sources. It is the responsibility of students who are also employees of outside organizations to resolve any conflicts between this Policy and provisions of agreements with their employers prior to committing themselves to any undertaking at the University that may involve the development or creation of intellectual property.

(d) Post-doctoral researchers: Although post-doctoral associates may be hired as staff, they are in the same category as post-doctoral fellows/trainees for the purpose of this Policy because their work is considered to be part of their training.

(e) Former employees/ students /staff and all others formerly holding the positions listed in paragraphs (a-d) above: In the absence of any written agreement to the contrary, intellectual property generated while employed by the University or engaged in activities in the University shall at the cessation of such employment or engagement be subject to ongoing rights and obligations as though the person is still employed or engaged by the University.

(f) Independent contractors or consultants: Persons hired by the University on limited basis, for a limited purpose as specified in a contract, are considered as staff with respect to any intellectual property arising from any use of University resources. The rights and obligations of the parties shall be determined by contract between the University and the contractor.

(g) Non-employees youth corps members, internees and other category of non-staff who use University funds, facilities or other resources, or participate in University-administered research programme, including visiting Faculty, industrial personnel and fellows, regardless of obligations to other companies or institutions.

5.2 IP Assets and Rights Covered

Subject to the definition ascribed under this Policy and the laws governing the same in Nigeria, and without prejudice to the generality of the term IP, this Policy envisages the following Intellectual Property assets: Copyright works such as literary, musical and artistic works, cinematograph films, sound recordings, broadcasts, trademarks, patentable inventions, industrial designs, utility models (such as indigenous innovations), trade dress, database right, supplementary protection certificate. UNIZIK logo, geographical indications, new plant varieties, trade secrets (confidential data, information or compilation used in research and business), technology-based material in online courses and distance learning, research proposals, traditional knowledge and any other intellectual property-related assets that may be created by persons covered under this Policy.

5.3 Exemption

The policy shall not apply in cases where the Researcher/Author/Inventor/Creative Artists has entered into an explicit arrangement to the contrary with the University before the commencement of the Policy or where the University previously entered into an agreement with a third party concerning rights and obligation set out in this Policy.

ARTICLE 6: LEGAL ISSUES CONCERNING STATUS OF RESEARCHERS /AUTHORS/ INVENTORS/CREATIVE ARTISTS

6.1 The person exercising the authority of employment on behalf of the University shall ensure that the employment contract or other agreement establishing any type of employment relationship between the University and the Researcher /Author/Inventor/Creator includes a provision placing the Researcher /Author/ Inventor under the scope of this Policy.

6.2. Students of the University shall be required to sign an agreement to be bound by this Policy before commencing any research activity (see Schedule 1, Form 1).

6.3. Postgraduate students enrolling in research doctoral programmes shall be required to sign an agreement to be bound by this Policy upon registration (see Schedule 2, Form 1).

6.4. The person authorized to enter into an agreement on behalf of the University shall ensure that Researchers/Authors/Inventors not employed by the University, including Visiting Researchers shall sign an agreement to be bound by this Policy and also an assignment agreement in respect of ownership of IP created by them in the course of their activities that arise from their association with the University before commencing any research activity at the University (see Appendix, Form 1).

6.5 Notwithstanding Paragraph 6.4 above, special arrangements may be needed to meet prior obligations of Visiting Researchers. Any such requested special arrangements shall be assessed and decisions shall be taken on a case-by-case basis by University.

6.6 Special arrangements may also be needed for research activities pursued by a Researcher employed by the University but working in another institution as academic visitor. In such cases the Researcher may be required by a third party to sign any document which might affect the University's IP Rights. In order to avoid any subsequent disputes, the Researcher is not permitted to sign any such documents without the written approval of University. The approval shall not be denied if no University IP Rights are being infringed upon. If such a document affects the University's IP Rights, the University shall initiate negotiations to enter into an agreement with the third party.

6.7 Rights and obligations under this Policy shall survive any cessation of enrolment or employment at the University.

6.8 It is the responsibility of the Researcher/Author/Inventor 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).

6.9 Researchers/Inventors/Authors 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 appropriate official representative of the University (the Bureau).

6.10 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

ARTICLE 7: OWNERSHIP OF INTELLECTUAL PROPERTY ASSETS

7.1. Ownership by the University

(a) The University shall own the intellectual property in any work or IP asset that is made, designed, discovered or created by its members of staff, research students, visiting scholars in the course of their employment, responsibilities, programmes or study in the University and/or where the researcher or creator of the work makes significant use of University's resources in connection with its creation or development.

(i) A researcher / creator of a work shall not be considered to have made significant use of the university resources if:

- he receives advance written approval of the proposed use from the institution.
- the work is created in the course of teaching which involves the use of facilities and equipment of the University.
- the researcher/inventor compensates the university for the fair market value of the facilities and equipment (as actually charged by the institution to outside users).
- the researcher/inventor is not using the institution's committed time.
- The researcher/inventor does not use any institution-provided funds or institution administered funds in connection with the activity.

(ii) Insignificant use of University resources includes use of library facilities, facilities available to the public and occasional use of office equipment and office staff.

(b) Where ownership/control of scholarly works resides in the University, the latter shall consult with the author(s) on plans for publication.

(c) The University shall own the intellectual property in any work that is made, discovered, or created by any person specifically hired or commissioned by the University for that purpose unless otherwise provided by written agreement between the person and the University.

(d) Ownership under Externally Sponsored Research

(i) Ownership of intellectual property in any work made, discovered or created in the course of research funded by a sponsor pursuant to a grant or research agreement shall be governed by the terms of the grant or agreement as approved by the University.

(ii) Where the University is a joint inventor with one or more individuals from other institutions or business entities and income is shared between the University and such other entities, the intellectual property shall be jointly owned by the University and such other entities, and the rights to use the invention and the distribution of royalties among the University and such other entities shall be negotiated after confidential disclosure of the invention, but before the legal processes for acquisition of the right are initiated.

7.2 Ownership by the Inventor /Researcher/Author/Creative Artist

(a) Works created or made by an inventor/author/researcher who is an employee of the University exclusively at his or her own time and without the use or aid of any University resources are the sole property of the Inventor/Author/Researcher/Creative Artist.

(b) The IP Rights in such works should be administered so as not to involve the name, facilities, or resources of the University

(c) Time spent in administering such IP Rights should conform to the University's policy on outside activities by an employee;

(d) In order to avoid a conflict of interest, Inventor/Author/Researcher may pursue the procurement of IP Rights in works which are in the specific field of his work in the University's research programme provided that the Inventor/Author/Researcher grants the University 50% of the net income and a written agreement signed to that effect.

(e) Inventor/Author/Researcher/Creative Artists owned intellectual property may, upon acceptance by the University be assigned to the University at the option of the inventor/author/researcher for administration under this Policy or in accordance with a specific agreement between the Inventor/Author/Researcher/Creative Artist and the University.

f) Rights in Intellectual Property works created during an academic visit by the employee of the University to another University shall be governed by an agreement between the University and the other University (in accordance with Article 6.6 supra). If the University's IP Rights are not affected, the IP created during the visit shall belong to the other institution unless otherwise provided in an agreement.

(g) Visiting Researchers are required to transfer to the University any Intellectual Property they create during their activities arising from their association with the Institute. Such individuals will be treated as if they are the University's employees for the purposes of this Policy.

7.3 Ownership by Students

(a) Where a student generates an IP asset or work during his study or research the IP Right shall belong to the student unless one of the following applies:

- (i) Where the student holds a sponsored studentship under which the sponsor has a claim on the arising IP; or
 - (ii) the student has made significant use of the University's resources funded time, facilities or equipment in connection with the work, or
 - (iii) where the student is participating in a research programme wherein the arising IP is committed to the sponsor of the research; or
 - (iv) the student generates an IP work which builds upon existing IP generated by, or is jointly invented with the University's employees or associates; or
 - (v) the student is also an employee in which case he is treated under this Policy as an employee.
- (b) In the case of 7.3(a) (ii – iv above) the student will be required to assign that IP to the University. In respect of revenue generated by that IP, the student will be treated on the same basis as University employees.

(c) Theses, dissertations and postgraduate activities: The texts of all student theses and dissertations, and works derived from such works, are considered 'exempted scholarly works'. Consequently, the students will own copyright in the scholarly work subject to a royalty-free license to the institution to reproduce and publish them.

ARTICLE 8: RIGHTS AND OBLIGATIONS OF INVENTOR/AUTHOR/RESEACHER/CREATIVE ARTIST AND THE UNIVERSITY

8.1 Rights of the Inventor/Author/Researcher/Creative Artist

- (a) In cases where the intellectual property asset relates to Copyright or Neighbouring Rights, the rights of the owner under this Policy shall be as provided for under the Copyright Act Cap C28 LFN 2004 and other relevant laws and regulations.
- (b) With regards to trademarks the rights of the owner under this Policy shall be as provided for under the Trademarks Act Cap T13 LFN 2004 and other relevant laws and regulations.
- (c) Where the IP asset relates to Patents and Designs, the rights of the Owner shall be governed by the Patents and Designs Act Cap P2 LFN 2004 and other relevant laws and regulations.

8.2 Obligations of the Inventor/Author/Researcher/Creative Artist

The inventor/author/researcher/creative artist shall have the following obligations:

- a. To report and disclose research activities with IP potential as soon as possible to the Bureau of Intellectual Property through the Dean of the Faculty, Head of Department or Unit of the researcher.
- b. To offer effective cooperation with the Bureau in the evaluation of the work to assess its potential.
- c. To disclose all potential conflicts of interest to the Bureau.
- d. To abide by all commitments made in a license, sponsored research and other agreements as well as, laws relating to privately funded research etc.

- e. To arrange for the safe keeping of all records and documents necessary for the protection of the University's interest in the intellectual property.
- f. To provide such assistance as may be necessary to achieve protection and/or effect the transfer of the intellectual property.
- g. To take precautionary measures against public disclosure of the said research results until the evaluation process is completed and a decision whether to pursue IP protection or not has been made.

8.3 Obligations of the University

The University shall have the following obligations:

- a. To exercise due diligence in handling all matters pertaining to the disclosure of research activities.
- b. To raise awareness among staff on IP issues.
- c. To ensure, through the Bureau of Intellectual Property (BIP) that IP Disclosure Forms are always available for inventors and researchers to disclose potential IP assets (See Schedule 2, Form 2).
- d. To ensure that the information disclosed is kept confidential.
- e. To provide support in terms of monetary consideration and infrastructural facilities in order to foster effective research, and generation/administration of IP.
- f. To obtain legal protection for the IP for the interests of the institution and creator of the IP against unauthorized use by a third party.
- g. To advertise and commercialize the IP assets as deemed appropriate for the interest of the University, researcher/inventor/author/creative artist and the general public.
- h. To assist the researcher/inventor/author/creative artist where necessary, in finding an external partner or financial support.
- i. To endeavour to negotiate and manage IP-related agreements to the best advantage of the author/inventor/researcher/creative artist and the institution.
- j. To ensure that such IP – related agreements are consistent with this Policy and other applicable laws and rules.

8.4 Surrender of Intellectual Property to an Individual

(a) Where the University does not express an interest in seeking IP protection in works to which this policy applies, it will on request assign to the inventor/researcher or creator the rights in the invention, subject only to sponsorship restrictions. In this case, the University will notify the inventor/author in writing of the assignment of rights.

(b) In all cases where the invention is assigned to the inventor/author, the University will retain the right to a non-exclusive, non-transferable, irrevocable, royalty-free, worldwide license on the invention for research and educational purposes. Where it is in the interest of the University to

do so, it may retain ownership of the invention, but give a sole license to the inventor(s).

ARTICLE 9. DISCLOSURE AND REPORTING OF RESEARCH

9.1 Duty to Disclose IP Asset(s)

(a) Persons covered under this policy shall disclose to the University Bureau of Intellectual Property (BIP) any research finding, invention or creative work which is an IP asset or could potentially lead to an IP asset(s).

9.2 Procedure for Disclosure and Reporting of Research Activities with IP Potentials/ Value/IP Assets

The disclosure of research activities with IP potential or value/IP Asset shall follow the following steps:

a) Disclosure of research activities with potential IP value shall be made by the researcher/creator/inventor through the Dean of the Faculty, Head of Department or Unit, of the inventor/researcher using the prescribed Research Activity Disclosure Form/IP Disclosure of Information form (DOI), see Schedule 2, Form 2.

b) Upon receipt of the disclosure, the Dean/Head of Department or Unit concern shall fill the disclosure Form and forward same to the Bureau of Intellectual Property (BIP) to assess and ascertain its intellectual property value.

c) There shall be continuous communication between the Bureau and the researcher/faculty/department/unit of the research/inventor on the progress of the assessment and subsequent steps to protect the research results.

d) Covered persons shall at the conclusion of the research/inventive/creative activity notify the Bureau of each actual invention, incidental invention and resultant IP Asset using the Report of Invention Form (ROI), see Schedule 2, Form 3.

e) Copyrightable works shall be excluded from the disclosing obligation under this Article except those developed in the performance of a sponsored research or other third-party agreements.

9.3 Evaluation Period by the Bureau of Intellectual Property (BIP)

a) Unless there are justifiable circumstances to the contrary, the Bureau shall communicate to the researcher as soon as possible but not later than sixty (60) days of receipt of the Report of Invention Form (ROI) whether or not the University will pursue acquisition of rights under the said research.

b) If the University opts to pursue intellectual property protection, the Bureau shall take timely measures to seek protection so that the researcher could make timely publication in professional or scholarly media of the research findings associated with the research and/or the timely completion of a student's thesis or dissertation.

c) The University, in consultation with the inventor/author, may elect to utilize the services of a legal practitioner or other expert in deciding on the most appropriate way to harnessing the IP asset under consideration.

ARTICLE 10: CONFLICT OF INTEREST AND CONFIDENTIALITY

10.1 All confidential information received in the Disclosure of Information Form (DOI), Report of Invention Form (ROI) or under Research Contracts must be treated in confidence and can only be disclosed to those individuals who need access to the information as stated in the agreement or contract, provided they too observe the confidentiality obligations.

10.2 A Researcher's primary commitment of time and intellectual contributions as an employee of the University should be to the education, research and academic programs of the University.

10.3 It is the responsibility of each Researcher to ensure that his agreements with third parties does not conflict with his obligations to the University or this Policy. Each Researcher shall make his or her obligations to the University clear to those with whom such agreements may be made and shall ensure that they are provided with a copy of this Policy.

10.4 Researchers shall keep the University's business secret in confidence. In terms of this Policy, *inter alia*, every fact, information, solution, or data related to the research carried out at the University, whose public disclosure, or its acquisition or exploitation by unauthorized persons could damage or endanger the University's lawful financial, economic or market interests shall qualify as business secret.

10.5 Researchers shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.

10.6 Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the relevant officer of the University or the Bureau.

10.7 Researchers shall promptly report all potential and existing conflict of interest to the relevant officer of the University or the Bureau in order to reach a solution satisfactory to each concerned party.

ARTICLE 11: MANAGEMENT OF INTELLECTUAL PROPERTY

11.1 The Bureau of Intellectual Property

(a) There is hereby established a Bureau of Intellectual Property (BIP) under this Policy.

11.2 Composition of the Bureau

The composition of the Bureau is as follows:

- i. Chairman appointed by the Vice Chancellor from the Directors of the following University Directorates: Research & Innovations, Business Ventures & Consultancy Services,

University Production Process, Technology Incubation Centre (TIC)/Intellectual Property, Patents and Technology Transfer Office

- ii. The Directors of the following University Directorates: Research & Innovations, Business Ventures & Consultancy Services, University Production process, Technology Incubation Centre (TIC) / Intellectual Property, Patent and Technology Transfer Office and the Coordinator of University-Industry Relations.
- iii. At least one academic staff from each of the Faculties in the University to be appointed by the Vice – Chancellor.
- iv. Two members from the non – academic staff of the University to be appointed by the Vice– Chancellor.
- v. A Secretary to be appointed by the Vice – Chancellor on the recommendation of the Registrar.

11.3 Functions of the Bureau

The functions of the Bureau are as follows:

- i. To coordinate, manage and supervise the IP portfolio of the University under this policy.
 - ii. To promote and disseminate knowledge and information regarding research activities with IP value within the University.
 - iii. To liaise with relevant Faculties, Departments, Units and individual researcher and inventors towards the identification and acquisition of protection for IP assets in the University.
 - iv. To negotiate the terms and conditions for all IP related agreements between the University on the one hand and researcher, inventor and other third parties on the other hand.
 - v. To advise the University on all IP related issues.
 - vi. To pursue and acquire IP Rights on behalf of the University, individual employees and third parties under the terms of this Policy.
 - vii. To coordinate and manage all sponsored research activities across the various academic units involved in research activities in the University with a view to guarding against any contravention of the provisions of this Policy.
 - viii. Generally to manage and protect the interest of the University in all IP arrangements under this Policy.
- (c) The tenure of office of members of the Bureau shall be for an initial period of 3 years subject to re – appointment at the pleasure of the Vice – Chancellor for another period of 3 years.

ARTICLE 12: COMMERCIALIZATION OF INTELLECTUAL PROPERTY

12.1 Objectives of Commercialization

One of the widely used strategies to translate research results into applied knowledge is through commercialization of intellectual property. Consequently, as part of realization of the objectives of this Policy, the University shall:

- a. Encourage transfer of intellectual property assets to the interested parties in a manner that preserves the interest of the University, the transferee, the researcher, and the general public.
- b. Encourage and initiate setting-up of relevant enterprise such as, start-up and spin – off out companies with a view to making the intellectual property available to the public on fair and reasonable terms through licensing of IP.
- c. Ensure that the technologies and other IP assets developed in the University are effectively marketed/advertised to potential users in the industry and other sectors and set-up fair terms of licensing while giving special preference to local manufacturers.
- d. Establish a system of quality control and monitoring mechanism to the licensee in order to make sure that such intellectual properties are used for the benefit of the majority Nigerians as opposed to further private interests.
- e. Ensure that commercial interests/benefits do not outweigh the public interests/good, thereby defeating the pursuit of research for curiosity purposes by providing support to those who pursue research for curiosity.
- f. Ensure that money proceeds generated out of share interests be distributed according to agreed revenue distribution rules.

12.2 Eligibility for Commercialization

The University shall only seek commercialization for IP assets which in its judgement have significant commercial potential and shall cease to pursue protection where successful commercial development seems unlikely.

12.3 Commercialization Plan

(a) Within ninety (90) days of receipt of the Report of Invention (ROI), a licensing agreement accepted by all parties shall be prepared by the Bureau. The Bureau and the Inventor shall then prepare a mutually acceptable commercialization plan outlining the options to be considered for the development of the IP asset. Commercialization may be funded by

- (a) the University
- (b) University with the Inventor(s)
- (c) Inventor(s)
- (d) Industry Partner
- or (e) University with Industry Partner etc.

(b) Should Bureau and the Inventor or creator of the work fail to agree on a mutually acceptable commercialization plan, the matter shall, at the latter's choice be resolved through the dispute resolution mechanism under this Policy.

12.4 Allocation of Costs

Unless otherwise stated, all costs associated with the procurement of intellectual property protection in respect of IP assets sought to be commercialized under this policy shall be borne by the University.

12.5 Assignment of Rights

Except in cases where the rights of the University are assigned to the Inventor(s), all rights to inventions or IP assets that an Inventor wishes to develop for commercial purposes shall be assigned by the Inventor(s) to the University within thirty (30) days of completion of the commercialization plan. Except for moral rights where they exist, which shall remain with the Inventor, the University shall then become the sole owner of all rights to the Invention, or the IP asset concerned. If the Inventor(s) chooses to drive the process of commercialization, irrespective of the funding model adopted, a panel of at least seven (7) persons composed of the Inventor (Chair), Chairman of Bureau of IP (Co- Chair1) and Industry Partner Representative (Co- Chair 2), where applicable, plus others drawn from Bureau of IP shall be composed by the University within 30 days of expression of intent to drive commercialization by the Inventor(s).

The Inventor(s) shall be granted between 5 and 10% discount on the distributors' price as further incentive to help drive marketing as approved by the Bureau of IP.

12.6 Distribution of Income Derived from the Commercialization of IP Assets

The University acknowledges the contribution of researchers/Inventors and other creators of works and therefore accepts the need to financially reward them as a means of encouraging/motivating further creativity at the University. To achieve this, income from the commercialization of an IP asset under this policy shall be allocated as follows:

(a) ALLOCATION OF GROSS INCOME

- i. 10% of the gross income shall be allocated to the University to cover expenses for services rendered and any indirect expenses incurred.
- ii. all other direct costs relating to processing, commercialization and protection of IP assets either by the University or its commercialization on panel driven by the Inventor(s) shall be deducted from the gross income.

iii. 2% of the gross income shall be allocated to the Bureau to cover administrative and other expenses.

iv. the balance of the income after the above deductions shall constitute the Net Income.

(b) ALLOCATION OF NET INCOME

i. 50% of the Net income shall be allocated to the Inventor(s)/Author(s) personally subject to necessary taxation.

ii. 10% of the Net income shall be allocated to the University Research account of the inventor(s)/Author(s) for use in his/her research work or; where applicable or to the inventor for purposes of furthering the research work.

iii. 10% shall be allocated to the Department/or unit of the Inventor(s)/Author(s) to be administered by the HOD/Unit, as the case may be. These funds shall be used to fund research only in the department and shall not be allocated to any individual for personal gains.

iv. 30% shall be allocated to the University.

v. In cases where there are co-inventors or co-authors, each shall share the net income in the proportion of their contribution as mutually agreed upon. If the joint inventors and co-authors fail to reach an agreement, then the income shall be distributed among them in a proportion based on their respective contribution as determined by the Bureau.

(c) SHARED OWNERSHIP

i. That University and the inventor/author shall have the option of either a single upfront payment or running royalties from the licensing of IP.

ii. The proportional distribution system of income between inventors shall also be employed for distribution between their academic/administrative units.

(d) The above sharing formula shall not be applicable to agreements made prior to the commencement of this policy. Where there is an existing agreement in respect of allocation of income, such agreement shall be applicable until the expiration/termination of the contract to which it relates.

(e) Sharing of Royalty: Where royalties are generated by the University because of commercializing a Supported Invention, royalties will be shared with the Inventor(s) in accordance with the distribution formula set out above.

12.7 Decision Not to Commercialize

(i) Following the disclosure of a potential IP asset to the University, the Bureau shall decide whether it will pursue commercialization of such and shall inform the Researcher(s)/Inventor(s) of its decision within sixty (60) days of receipt of the Report of Invention.

(ii) Should the Researcher(s)/Inventor(s) disagree with that decision, he or she may, in writing, refer the matter to the IP Dispute Panel established under Article 14 herein with further right of appeal to the University Management Committee whose decision on the matter shall be final.

12.8 Decision to Stop Commercial Development

(i) Once commercial development of an IP asset has been initiated, the Bureau may for justifiable reasons decide to cease efforts towards commercial development.

(ii) Where the Inventor disagrees with that decision, he or she may, in writing, refer the matter to the IP Dispute Panel under Article 14 herein with further right of appeal to the University Management Committee whose decision therein shall be final.

12.9 Transfer of Rights/Licensing

(a) The University or an individual owner of an IP asset under this policy shall be at liberty to grant an exclusive or non-exclusive license to any other person in respect of all or any part of the rights associated with the IP asset in question.

(b) The IP license shall be in writing.

(c) The Bureau shall be notified of any intention to grant such license and copy of same when concluded shall be forwarded to the Bureau for documentation and records.

(d) Without prejudice to the Article 12.9 (a-d) supra, the University shall assign its share of the rights in the IP assets to the Researcher(s)/Inventor(s) in the following cases:

i) Where the University declines to pursue commercialization or decides to cease its efforts to commercialize the IP assets under this policy.

ii) Where University has been unsuccessful in commercializing the IP assets within a reasonable period of time.

iii) Where University and the Researcher(s)/Inventor(s) agree that the Inventor(s) can successfully commercialize the IP assets independently of the University.

iv) Where Researcher(s)/Inventor(s)//Creative Artist wishes to develop the IP asset for the purpose of licensing or distributing it without profit, or for the purpose of putting it in the public domain so that it is easily accessible, and his or her plan to develop such asset is in accordance with guidelines set by the Directorate.

v) The Bureau and the Researcher(s)/Inventor(s) have failed to agree on a mutually acceptable commercialization plan and the Researcher/Inventor(s) has chosen not to take advantage of the dispute resolution mechanisms.

(e) Written approval of the Bureau of Intellectual Property (BIP) shall be obtained by the Researcher(s)/Inventor(s) before he/she enters into any commercialization agreement, including, but limited to, a license agreement, a shareholder agreement and an option agreement, that places him or her in a situation of potential conflict of interest.

12.10 Invention with a Private-Sector Affiliation:

Where an IP asset is developed by an Inventor who is receiving a salary from a private sector enterprise for the purpose of working at the University, the University will consider licensing the private sector enterprise to use such IP asset on terms that will take into account the University's relative contribution.

ARTICLE 13 UNIVERSITY NAME AND IDENTITY

13.1 Intellectual property rights arising from the University's name, logo and other insignia of identity belong to University. Such rights may be licensed from time to time upon suitable terms and conditions approved by the Senate, taking into full and appropriate account the research, teaching and collegial missions of the University.

13.2 Members of the University Community may identify themselves as such from time to time, with such indication of their status as is usual and customary in the academy; but any use of the University's name, logo or of identity shall be reasonably calculated to avoid any confusing, misleading, or false impression of particular sponsorship or endorsement by the University, and when necessary, shall include specific disclaimers to that end.

ARTICLE 14: DISPUTE RESOLUTION

14.1 Amicable Resolution

All disputes relating to IP shall be resolved amicably in the spirit of supporting and furthering the interest of the University, its staff and students and the public at large.

14.2 Intellectual Property Dispute Panel

Dispute resolution regarding Intellectual Property under this Policy shall be undertaken by a Panel to be constituted by the Vice Chancellor known as the Intellectual Property Dispute Panel ("IP Dispute Panel").

14.3 The Deputy Vice Chancellor (Academic) shall be the Chairman of the Panel. Other members shall include:

- (a) The Director of the Bureau of Intellectual Property (BIP).
- (b) The Dean/Head of Department/ Institute where the dispute is originating from.
- (c) A neutral member who is knowledgeable in IP legal issues appointed by the Vice Chancellor from any department or faculty in the University.

14.4 Where the dispute involves a research student, the Panel shall include a representative of the Student's Union to be appointed by the Vice- Chancellor.

14.5 Where the dispute involves a non-academic member of staff, the Panel shall include non-academic staff member appointed by the Vice - Chancellor.

14.6 Where a party is not satisfied with the decision of the Panel, he/she may appeal to the University Management Committee whose decision shall be final and binding upon all the parties.

15 AMENDMENTS

The Bureau of Intellectual Property (BIP) shall have the power to amend the provisions of this policy from time to time subject to approval by the University Senate.

ACKNOWLEDGEMENTS

Nnamdi Azikiwe University acknowledges the contributions of the members of the intellectual property policy (2015) drafting committee: Prof. F.C. Ogbo of the Department of Applied Microbiology & Brewing (Chairman), Prof. Emeka Ezeonu of the Department of Applied Biochemistry, Prof. Tracy Ezeajughi of the Department of Theatre Arts, Mr. Victor Ozioko of the Faculty of Law, Dr. Ugochukwu Okonkwo of the Department of Mechanical Engineering, Dr. Ikemefuna Uzochukwu of the Faculty of Pharmaceutical Sciences, Dr. Tochukwu Okafor of the Department of Accountancy, Dr. Uche Ngenegbo of the Department of Parasitology & Entomology and Ms. Ogochukwu Agbodike of the Registrar's office (Secretary).

Nnamdi Azikiwe University also acknowledges the contributions of 2021 peer reviewers of the 2015 draft intellectual property policy: Prof Ikemefuna Uzochukwu (Director, Research and Innovations), Prof Azubogu of the Faculty of Engineering, Dr Chika Okonkwo of the Faculty of Engineering and Prof Titus Okeke of the Faculty of Management Sciences.

SCHEDULE 1

DEFINITIONS

For the purposes of this Policy, the following definitions apply:

1.1. GENERAL DEFINITIONS

“Assignment” is a total transfer of rights in IP assets(s).

“Author” means an employee of the University, whether academic or administrative and support staff, or other natural or artificial person associated with the University, who has written or created a work.

“Bureau” means the Bureau of Intellectual Property established under this Policy.

“Commissioned work” is a work prepared by an employee or other person under specific instructions or order by the University or other persons concerned or a work specially ordered or commissioned in certain specified circumstances.

“Contract of Employment” means a contract by which a person undertakes to do work for remuneration, according to the instructions and under the direction or control of the University.

“Confidentiality Agreement” means a separate agreement between disclosing and recipient parties by which the parties agree to be personally bound not to release the company’s confidential information unless expressly permitted by the other party.

“Copyright” – is a legal term describing rights given to creators for their works in the field of literature and the Arts. The kinds of work covered by copyright include literary works, such as novels, poems, plays, reference works, newspapers, computer programs, databases, films, musical compositions and choreography, artistic works such as paintings, drawings, photographs and sculpture, architectural works, advertisements, maps and technical drawings; musical works, artistic works, cinematograph films, sound recordings and broadcasts. (See First Schedule to the Copyright Act, Cap C28 LFN 2004).

“Course materials” means all materials produced in the course of or for use in teaching in any form (including digital, print, video and visual) and all Intellectual Property in such materials and will include lectures, lecture notes and materials, syllabi, study guides, assessment materials, images, multi-media presentations, web content and course software.

“Creation” shall mean any Invention, Computer Software, copyright or patentable Material, industrial designs trademarks covered by this policy.

"Crop variety and livestock breed" means a kind of crop or livestock which because it possesses noticeable and stable characteristics becomes distinguishable from other kinds of the same crop or livestock.

“Database right” means protection of the contents of database, including any generated form/document and not limited to any kind of University financial, human or technical investments and substantial in terms of quantity or quality or a combination of both’.

“Days” means calendar days, unless used in conjunction with a qualifying word indicating a different meaning.

“Derivative work” is work based on another copyrighted work and is portrayed in a different style/format/media, such that it also acquires copyright protection.

“DIP” means the Directorate of Intellectual Property established under this policy

“Electronic Research Material” or “ERM” means the electronic representation, in whole or in part, of an Invention or Software, and includes but is not limited to, digitized blueprints, programming source codes and executable programs.

“Field of Academic Research” means the particular areas of research in relation to which an Inventor has published works, or has received funding, or has made inventions or has developed Software, in the course of his or her academic duties at any time during the six years preceding the date of disclosure of an Invention or Software.

“Field of Academic Research and Teaching” means the fields in relation to which an Inventor has been teaching, and the particular areas of research in relation to which he or she has published Works, or has received funding or has made Inventions, or has developed Software or Learn ware, in the course of his or her academic duties at any time during the six years preceding the date of creation of Learn ware.

“Founder” means an Inventor who accepts a significant role in the initial development phase of a spin-off company based wholly or in part on his or her Invention or Software.

“Incidental Use” means a use that plays a minor role in, and is not essential to, the development of an Invention or Software.

“Trade dress” means the characteristics of the visual appearance (shape and color) of product or its packaging that signify the source of the product to consumers.

“Industrial design” is the ornamental or aesthetic appearance of an article. The design may consist of three-dimensional features of the article, such as its shape or surface, or of two-dimensional features such as patterns, lines or color. Industrial designs are embodied in a wide variety of products of industry and handicraft, from technical and medical instruments to watches, jewelry and other luxury items, from household ware and electrical appliances to vehicles and architectural structures and from textile designs to leisure goods.

“Industrial property” is a subset of intellectual property referring to those types of IP that have an industrial application. Specifically, it refers to the following types of intellectual property, patent, trademarks, industrial designs, trade secret;

“Infringement” means an unauthorized exercise of any of the exclusive rights solely granted to the owner of a respective intellectual property;

“Intellectual property” means all patents, copyright, database rights, topography rights, rights in designs, trademarks, rights to prevent passing off, plant breeders rights, knowhow and all other intellectual or industrial property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

“Intellectual property assets” are those parts of the intangible assets that relate specifically to knowledge, such as patents, designs trademark, copyrights, trade secrets, knowhow, best practices.

“Invention disclosure” is an act of providing information by inventor(s), on the invention, circumstances leading to the invention and facts concerning subsequent activities.

“Inventor” means any employee or non-employee of the University, whether academic or administrative and support staff, who creates a work or develops an invention in connection with any activity or responsibility in the university. The word “Inventor” shall also mean a physical person, such as a visiting professor or a post-doc oral research, temporarily working or doing research at the University.

“Invention” in the context of this Policy, means an idea of an inventor, which permits in practice the solution to a specific problem in the field of science and technology.

“IP” means Intellectual Property.

“License” is a permission to use an IP right within a defined time, context, market line or territory. It may be exclusive or non-exclusive.

“Moral Rights” means non-commercial rights related to the right of an Inventor to claim authorship and to protect the integrity of his or her work.

“Net Income” means all consideration, including, but not limited to the foregoing, i.e. royalties, cash, equity, and options, but excluding any and all consideration granted to a Founder, received by the Inventor(s) and the University from the sale, licensing, or other disposition of an Invention or Software, less the costs specifically related to the protection, licensing, distribution, or commercial development of the Invention or Software. Considerations include equity and options taken in lieu of royalties.

“Net Total Income” means the sum of Net Income and of any and all consideration granted to Founder.

“Net Royalties” means all royalties, including, without limiting the generality of the foregoing, any one-time payment, milestone payment or pass-through royalty, received by the Inventor(s) and the University from the sale, licensing, or other disposition of an Invention or Software, less the costs specifically related to the protection, licensing, distribution, or commercial development of the Invention or Software.

“Panel” means the intellectual Property Dispute Resolution Panel established under this policy.

“Patent” A patent is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something or offers a new technical solution to a problem.

“Public domain” means an Intellectual Property asset that is no longer under protection whose use does not require permission of the holder.

“Royalties” are payments made for the use of Intellectual Property assets.

“Scholarly Materials” includes any materials created by University employees or researcher in the course of their employment such as:

- hard copy textbooks (unless such textbooks were developed using University administered funds paid specifically to support textbook development)
- academic journal articles
- conference papers and related presentations
- notes created only for the employee’s own personal use
- theses and dissertations
- popular non-fiction, novels and poems
- works of fine art but excluding any such materials or part of them which forms part of Teaching Materials or University Materials.

“Software” means any set of instructions that is expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer in order to bring about a specific result.

“Spin out company” means a company established or made active with a view to commercializing IP originating at the University (whether on its own or with other IP). These companies are sometimes called start-up companies.

“Supplementary protection certificates” means extension of the protection of patented active ingredients present in pharmaceutical or plant protection products and prevents delay in using the patent.

“Supported Invention” means an invention conceived or reduced to practice by a person covered by this Policy (whether or together with others) if conceived or reduced to practice in whole or in

part: (i) under or subject to an agreement between the University and a third party; or (ii) with the 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 the use (other than incidental use) of space, facilities, materials or other sources provided by or through the University.

“Tangible Research Materials” include biological materials, engineering drawings, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams, equipment and associated research data.

“Teaching Materials” means any materials created by University employees in the course of their employment that are primarily intended (whether by the University or by some third party) to be used or accessed by students at any level, for the purposes of any course of study which those students are following, including:

- course guides, handouts, on-line materials (including annotated scores and manuscripts);
 - presentation materials (including lecture notes, slides, animations, graphics, interactive software and other audio-visual materials);
 - virtual learning environments;
 - instruction manuals;
 - artefacts (including models and apparatus for practical demonstration and experimental work);
- and
- Assessment and examination questions.

Materials can be in any format including hard copy and electronic.

“Trade dress” means the characteristics of the visual appearance (shape and color) of product or its packaging that signify the source of the product to consumers.

“Trade mark” refers a distinctive sign that identifies certain goods or services as those produced or provided by a specific person or enterprise.

“Trade secret” consists of confidential data, information or compilations used in research, business, commerce or industry.

“Traditional knowledge” refers to knowledge systems encompassing a wide variety of areas held by traditional groups or communities or to knowledge acquired in a non-systematic way which have significance and relevance not only to its holders but also to the rest of the humanities.

“University” or “UNIZIK” means the Nnamdi Azikiwe University, Awka.

“University resources” means resources provided by the University to creators which, for the avoidance of doubt, includes facilities, funds, services, equipment, paid leave, office computers hardware, software, secretarial services, funding for research, staff time and support staff in excess

of those normally used or available to staff for producing course materials. They do not include salary, insurance or pension schemes contribution paid for the creator.

“Unpatented Materials (including biological materials)” means cell lines, organisms, protein, 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, do not issue, where such materials are developed by persons covered by this policy.

“Works” means literary, scientific, technical, dramatic, musical, artistic, architectural work material and any original production within the purview of Intellectual Property.

SCHEDULE 2 (FORM 1)

CONFIDENTIALITY AGREEMENT*

This agreement dated this day is made between
..... (Herein referred to as the Principal
Investigator)

and

..... (Herein referred to as
Collaborator)

I agree to be bound by the Nnamdi Azikiwe University Intellectual
Property Policy

I agree to keep all information and records regarding the study jointly
undertaken with the Principal Investigator in strict confidence.

I shall not divulge any information, record, or data in my custody to any
third party without express consent of the Principal Investigator.

The outcome of this study shall not be published or publicized without the
knowledge and express consent of the Principal Investigator.

Innovations or patents emanating directly or indirectly derivable from the
study shall not be divulged to any third party without the express written
consent of the Principal Investigator.

.....Date..... **(Principal Investigator)**

.....Date.....**(Collaborator)**

***Adapt as appropriate**

SCHEDULE 2 (FORM 2)
IP RESEARCH ACTIVITY DISCLOSURE FORM/DISCLOSURE OF
INFORMATION FORM (DOI)/REPORT OF INVENTION FORM (ROI)
(Adapt as the case may be)

Registration number:

Date of submission:

Department:

Contact person:

Phone number:

E-mail:

I. DESCRIPTION OF THE TECHNOLOGY

1. Title of the technology (*non-confidential information*)

.....
.....

2. Brief description of the technology (*non-confidential information, 3-4 sections, given in a language easily understandable by investors and other persons not skilled in the art*)

.....
.....
.....

3. Detailed description of the technology (*confidential information, 10-15 sections*)

.....
.....
.....
.....

4. Novelty and advantages of the technology (*Please, refer to publications to help understand the novelty of the technology through the present state of the art and provide an insight into the general development of the technology.*)

.....
.....
.....
.....

5. **Areas of exploitation.** Please, refer to all potential fields of application. (*Who may be interested in the exploitation of the technology? Please, introduce the uniqueness of the product or service, which could be developed by using this specific technology.*)

6. **Phase of development and proof of concept** (*Please, present any practical application of the technology.*)

7. **Keywords** (*Between 3 and 6 arranged alphabetically*)

II. PUBLICATIONS AND COMPARABLE TECHNOLOGIES

1. **Has the technology been published in any abstract, paper, presentation, thesis, speech, article or any other form of publication in full or in part?** *If yes, please list the relevant publications and attach all available copies to this form.*

.....
.....

2. **When do you plan to publish research results related to this specific technology?**

.....

3. **Please, list the most relevant published scientific works in the field of the technology.**

.....
.....

4. **Please, list all known pending patent applications and granted patents in the field of the technology.**

.....
.....

5. **Are you aware of any academic research groups or business enterprises conducting research in the field of the technology?**

.....

6. **Please, list any known enterprises engaged in the development and/or exploitation of comparable technologies in the field of this specific technology.**

.....
.....
.....

III. INVENTORS

1. **Who are the inventors of the technology?** *(Please, list all inventors, who made intellectual contribution to the creation of the technology.)*

Name	Type of legal relationship between the Inventor and the University	Percentage of contribution (%)	Department/organization	Contact data (address and phone)
1.				
2.				
3.				
4.				
....				

2. **Please, list all researchers, who participated in the development of the technology in addition to the inventors.**

Name of the Researcher	Type of legal relationship between the Researcher and the University	Department/Organization	Contact data (address and phone)

IV. RESEARCH FUNDING AND COLLABORATION

1. Please, specify the financial resources used for the research and development of the technology.

Type of fund	Duration of the relating contract	Name of the organization providing financial contribution

2. Please, list all third parties collaborating during the research work.

.....
.....

3. Please, attach a copy of all agreements or other legal statements relating to the research activity to this form.

4. Have any materials (reagent, cell line, antibody, plasmid, chemical compound, computer software, etc.) been transferred to a third party during the development of the technology? If yes, please give details of it.

.....
.....

5. Have you ever disclosed the technology in full or in part to any third party? If yes, please give details of it and attach a copy of all relevant confidentiality agreements to this form.

.....
.....

All information provided in this form shall be treated confidentially by the Institute.

I, the undersigned inventor, hereby declare that I am aware of the provisions of the IP Policy of the University and I agree to be bound by the rules set out in it.

.....
[Name of Inventor1] Date Signature

.....
[Name of Inventor2] Date Signature

.....
[Name of Inventor3] Date Signature

.....
[Name of Inventor4] Date Signature