

COVENANT UNIVERSITY

CANAANLAND - OTA

OGUN STATE

POLICY DOCUMENT

ON

PRODUCT DEVELOPMENT

COVENANT UNIVERSITY PRODUCT DEVELOPMENT POLICY

PREAMBLE

Covenant University is a research University which focuses on Pure and Applied Research; and Product Development. The effort of experts in various fields of study shall be channeled towards the realization of the research mandate of the university. Covenant University shall also provide research or product development grant for research or product development efforts that are solution driven and shall ensure that all such inventions will be legally protected by the provisions of intellectual property right including products developed on Covenant University external partnership.

Covenant University shall be entitled to the ownership rights of all products developed on her platform and shall be mainly committed to products evolving from her own research stable.

However, support and partnership with proposals and products evolving from external stables other than Covenant University would be supported to the extent that they meet her approved research Administration Policy.

ARTICLE 1

RESEARCH FOCUS

SECTION I

Research Mandate

In order to fulfill her research mandate as stated in the preamble, Covenant University shall direct her research efforts to solution driven research ideas. And will support proposals of solution to challenges on local or global platform.

SECTION II

Research Administration Process

a. Faculty

Faculty with ideas or research proposals shall apply for Research Grant by filling application form as prescribed in Schedule II of this policy and submit the completed form to his/her College Research and Development Committee for peer-review. The successful application shall then be forwarded to Covenant University Centre for Research and Development (CUCERD) for further processing.

Provided that such research proposal apart from its intellectual contents is based on the following areas:

- i. Alignment with Covenant University Research Focus
- ii. Conformity with the Ethical standard of the University.
- iii. Alignment and Relevance to Covenant University Core Values.
- iv. Viability and Solution driven.

*Application forms are available at Centre for Research and Development (CUCERD)

b. External Application

Covenant University is open to research collaboration with external researchers, whether individuals or corporate bodies. Such person(s) however, shall be required to fill Covenant University Research collaboration form. Conditions for such consideration shall follow points raised in **(a)** above.

Provided that such collaboration with these external bodies will depend on the availability of manpower and definite research role to be carried out by Covenant University. Such application shall be submitted directly to CUCERD.

SECTION III

1. Research Verification Exercise

a. Every research application shall be evaluated by experts in that field within the University to ascertain the research contents and conformity with stated standards. Such shall be in conformity with the five-way test-plus-one index in proving relevance and efficacy of research proposals along the following parameters as listed below:

- i. Clarity
- ii. Contribution
- iii. Costing
- iv. Competence
- v. Relevance
- vi. Value Base

Successful applications shall be recommended through the Vice – Chancellor’s office to the Research Arm of the Board of Regents for final approval. This procedure applies to both internal and external applications.

SECTION IV

Sponsorship

Successful Applications shall be financed by the Board of Regent of Covenant University.

ARTICLE 2

PRODUCT DEVELOPMENT

SECTION I

a. Product Registration

For every successful research breakthrough carried out on the platform of Covenant University, it shall be mandatory for it to be registered with the University through the filling of an appropriate form at CUCERD.

SECTION II

a. Procedure for Reporting of Invention

Inventor shall promptly report any invention or discovery with anticipated potential for exploitation to the Secretary, Board of Regents of Covenant University. A copy of such application shall be submitted to the University Registry under confidential cover marked Research and Development (R&D). An Innovation disclosure form will be issued to the inventor to be completed and sent directly to the Board for assessment by a Panel of Experts constituted by the R&D Committee of the Board. Thereafter, the Inventor concerned will be prepared to discuss the invention or discovery, its nature and applications under strict confidentiality.

Provided that, prior to the appearance of the Inventor before Research and Development Committee, an initial search via the Data bank would have been conducted to ascertain the viability of the invention.

If the product is adjudged viable by the Committee, the Board shall direct the University to arrange for the patenting of the invention within a specified time limit, and thereafter decide on the funding modalities and appropriate processes for the development of the products.

ARTICLE 3

PRODUCT DEVELOPEMENT POLICY

SECTION I

REGISTRATION/PATENT

Every product duly registered and patented is qualified for development. Covenant University shall have the Patent Right of every product developed on her platform

SECTION II

JOINT PATENT

The joint research collaboration between Covenant University and external Researchers shall confer joint Patent right Ownership on any invention arising from such research carried out by the Parties.

ARTICLE IV

FINANCING

SECTION I

FINANCING BODY

The development of products shall be financed by either of the following bodies

- i. University Endowment Base(BOR)
- ii. Proprietor Base
- iii. External Agencies

SECTION II

The commercialization of such products shall be carried out through the Covenant University Research Holding Company.

ARTICLE V

EXTERNAL COLLABORATION

SECTION I

For products and patent jointly owned with external Researcher(s) the following options for development shall apply:

- a.** Each research partner, individuals or organization, shall have the right to independently develop jointly researched product for commercialization but shall have no such right to disclose to a third party without the written consent of the other partner(s).
- b.** Collaborative development of jointly researched product, for joint commercialization of developed product shall be;
 - i.** Equity share shall depend on financial contribution of each partner
 - ii.** Without financial contribution (Non-Equity Share) partnership of such collaboration shall be on Royalty sharing basis.
- c.** Commercialization of external products. Collaboration for the development of an external product shall be considered on the following conditions:
 - i.** If such a product is complementary to any of Covenant University's product. For such products, the share for technological contribution shall be jointly owned by all inventors (internal and external). The sharing formula is as shown on the table below.
 - ii.** If there is a possibility of finding a financial partner for such product through Covenant University.
 - iii** The sharing formular for the above mentioned products is provided for in Schedule VI

ARTICLE VI

PRODUCT COMMERCIALISATION

SECTION I

All products for commercialization must be duly registered at the Center for Research and Development (CUCERD) following the external collaboration application procedure as provided for in schedule I to this policy.

SECTION II

An appropriate form for the documentation of all data of such product shall be filled at Research Center using the form provided for in Schedule II to this policy.

SECTION III

A Non-disclosure agreement form as provided for in Schedule III to this policy shall equally be filled and signed by the Center. This shall be followed by the patent of the product.

SECTION IV

The researcher shall be invited to defend his submission. The performance verification of such product shall be carried out by CUCERD before recommendation for commercialization.

SECTION V

The documents of a research breakthrough or product shall be resident with the investor. Disclosure of such a document to an outsider shall be restricted to the requirements of the Patency document. The disclosure of the document must be with a written consent of every partner.

SUPPLEMENTARY PROVISIONS

SCHEDULE I

External Collaboration Application Procedure

SCHEDULE II

Collaboration Application Form

SCHEDULE III

Mutual Nondisclosure Agreement

SCHEDULE IV

Patent/Royalties Sharing

Schedule I

External Collaboration Application Procedure

Step A

1. An intending Researcher or product development collaborator shall carefully go through Covenant University Research and Development (CUCERD) policy especially as it relates to external Person.
2. On being satisfied with the conditions for collaboration as stated in the policy, He /She shall obtain collaboration application form for such Research Proposal or product development Proposal at CUCERD Office.
3. The completed form at CUCERD Office shall be reviewed by CUCERD Research committee to ensure it meets the requirements of Covenant University Research and Development policy. This may involve the invitation of the applicant to defend His /Her Proposal.

4.The approved Application shall be recommended to Covenant University Management through the Office of the Vice Chancellor for approval at Management level.

Step B

Research Collaboration

- 1.After the approval of the University Management of an Application, CUCERD shall constitute a team of relevant experts among Covenant University Faculty and that of the researcher(s). They shall be inaugurated to form a combined team.
2. The combined Team shall have the External Applicant as Research Coordinator while the Team leader shall be a Faculty member.

Step C

Product Development/Authentication

1. After the product Development project Application has been approved by the University Management, the intending Collaborator shall make a full disclosure of the principle and Technology of the Product to a selected team of experts chosen by CUCERD for Products evaluation and Authentication exercises (Principle and Product test).
2. If the product has not been registered for patenting, members of CUCERD's Authentication Team shall sign the non-disclosure and non-usage form to protect the product.
3. If the result of the evaluation and authentication exercises is positive, CUCUERD Committee shall recommend the collaboration on the product to the Board for Regents through the office of the Vice – Chancellor.
4. A memorandum of understanding shall be entered into by the parties and followed by a joint patent registration of the product by the University.
5. The members of the Product evaluation and Authentication team shall constitute the University technical Expert for advice and further research on this product.

Schedule II

Centre for Research and Development

Collaboration Application Form

For office use only

Reference Number:

Date submitted:

1. Type of Collaboration

Collaboration Categories: (Please tick appropriately.....)

Research:

Product Development:

2. Application

Project Title:

Project Duration:

(months)

3. Intending Collaborator's Details

Title: Please select...

Surname:

Forename:

Post held:

Qualification(s):

Role in project:

4. Contact details

Organisation/Institution:

Street:

Town/City:

Country:

Post Code:

Telephone:

Mobile:

e-mail address:

Extension:

Fax:

Where did you hear about the programme: (drop down) Please select.....

5. Scientific Summary

Background

Aims
Plan of Investigation
Potential Impact

6. Cost Estimate

State the Cost Estimate for the research on table provided. Please select...

7. Estimate Cost of Implementation for Product Development (state capacity)

- (i) On the Short term basis**
- (ii) On the Long term basis**

8. Intellectual Property

Is there likely to be any intellectual property derived from this project?: (Yes/No) Please select...

9.Aims of Collaboration

10. Level of Product development

State the level of work done thus far and the total expenditure(tabulate)

11. Research plan: indicate the anticipated milestones for the research

12. External Commitment

If there is any, please state any external commitment on the research.

13. Litigation

Is there any litigation proceeding or misunderstanding on the Product?

14. Unique variations of Product

Are there differences in proposed Product and the existing equivalent in the market? (Yes/No) Please select...

15. Collaboration details

This includes active, on-going partnerships between researchers and members of the public e.g. involvement of members of the public on the project, or research partners on the project. **(Maximum 500 characters)**.

16. Ethical approval

Will ethical approval be required?(Yes/No) State

17. Declaration concerning other applications

Previous applications*: Has this application, or a similar application previously been submitted to this or any other funding body?: (Yes/No) Please select...

If you have answered **Yes** to the above please complete the remainder of question 16*

Title of previous application:

Lead applicant's surname:

Lead applicant's forename:
Funding body to whom it was submitted:
Outcome: Please Select...
If unsuccessful, please indicate why (Maximum 1,000 characters).

18. Monitoring information

In order to categorize applications, the following list of research areas has been provided. Please categorize your application using the following selection boxes. This information will be used solely for monitoring.

Research Categories: (Please tick appropriately.....)

Automobile Engineering

Information Communication Technology

Clinical Research

Others (specify).....

Schedule III

COVENANT UNIVERSITY CENTRE FOR RESEARCH AND DEVELOPMENT (CUCERD) MUTUAL NONDISCLOSURE AGREEMENT

This agreement is made effective on this _____ day of _____ 2010

Between _____ of _____

And _____ of _____

The above are collectively referred to as Parties

Whereas the Parties desire to ensure the protection and preservation of the confidential and/or proprietary nature of information disclosed or made available or to be disclosed or made available to each other. For the purposes of this agreement, each Party shall be deemed to include any subsidiaries, internal divisions, agents, and employees. Any signing party shall refer to and bind the individual and the entity that he or she represents.

Now therefore, in consideration of the following undertakings, the Parties agree as follows:

1. Subject to limitations set forth in paragraph 2, all information disclosed to the other party shall be deemed to be "Proprietary Information." In particular, Proprietary Information shall be deemed to include any information, technique, process, algorithm, formula, test data research project, work in progress, future development, engineering, manufacturing, or personal matter relating to the disclosing party, its present or future products, whether in oral, written, graphic or electronic form.
2. The term "Proprietary Information" shall not be deemed to include information that (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available information,
3. (ii) is known by the receiving party at the time of receiving such information as evidenced by its records, (iii) is hereafter furnished to the receiving party by a third

party, as a matter of right and without restriction on disclosure, (iv) is independently developed by the receiving party without reference to the information disclosed hereunder, or (v) is the subject of a written permission to disclose provided by the disclosing party.

Notwithstanding any other provision of this Agreement, disclosure of Proprietary Information shall not be precluded if such disclosure:

- a. is in response to a valid order of a court of justice. Or
- b. is otherwise necessary to establish rights or enforce obligations under this agreement, but only to the extent that any such disclosure is necessary.

In the event that the receiving party is requested in any proceedings before a court or any competent body set up by law to disclose Proprietary Information, it shall give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order. If, in the absence of a protective order, the receiving party is nonetheless compelled to disclose Proprietary Information, the receiving party may disclose such information without liability hereunder, provided, however, that such party gives the disclosing party advance written notice of the information to be disclosed and, upon the request and at the expense of the disclosing party, uses its best efforts to obtain assurances that confidential treatment will be accorded to such information.

4. Each party shall maintain in trust and confidence and not disclose to any third party or use for any unauthorized purpose any Proprietary Information received from the other party except to the extent required to accomplish the purpose of the discussions with respect to the subject. Proprietary Information shall not be used for any purpose or in any manner that would constitute a violation of law regulations, including without limitation the export control laws of the Federal Republic of Nigeria. No other rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement.
5. Proprietary Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement.
6. The responsibilities of the Parties are limited to using their efforts to protect the Proprietary Information received with the same degree of care used to protect their own Proprietary Information from unauthorized use or disclosure. Both Parties shall advise their employees or agents who might have access to such Proprietary Information of the confidential nature thereof and that by receiving such information they are agreeing to be bound by this Agreement. No Proprietary Information shall be disclosed to any officer, employee, or agent of either party who

does not have a need for such information for the purpose of the discussions with respect to the subject.

7. All Proprietary Information (including all copies thereof) shall remain the property of the disclosing party and shall be returned to the disclosing party after the receiving party's need for it has expired, or upon request of the disclosing party, and in any event, upon completion or termination of this Agreement. The receiving party further agrees to destroy all notes and copies thereof made by its officers and employees containing or based on any Proprietary Information and to cause all agents and representatives to whom or to which Proprietary Information has been disclosed to destroy all notes and copies in their possession that contain Proprietary Information.
8. This Agreement shall survive any termination of the discussion with respect to the subject and shall continue in full force and effect until such time as Parties mutually agree to terminate it.
9. This Agreement shall be governed by the laws of the Federal Republic of Nigeria. Should any part of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
10. This Agreement supersedes any prior agreement of the Parties concerning the same subject matter, whether oral or written. This Agreement may not be changed, modified, amended or supplemented except by the written consent of both Parties.
11. Each party hereby agrees that, in the event of any breach of this Agreement by the other party the aggrieved party shall be entitled to specific performance of a receiving party's obligations under this Agreement as well as further injunctive relief as may be granted by a court of competent jurisdiction in addition to the award of damages as may be appropriate.
12. The term of this agreement is for ten (10) years, commencing on the "Effective Date."

IN WITNESS WHEREOF the Parties have hereto caused their respective seal to be affixed the day and year first above written.

THE COMMON SEAL of Covenant University was hereunto affixed in the presence of:

Prof. Aize I. Obayan
Vice Chancellor,
Covenant University

Dr. Daniel A. Rotimi
Registrar,
Covenant University

THE COMMON SEAL of ----- hereunto affixed in the presence of:

SCHEDULE IV

PATENT/ROYALTIES SHARING

All products and Inventions emerging from and/or sponsored by Covenant University are owned by the University and therefore entitled to the Patent Right thereof.

The royalty sharing formula is as below.

NATURE OF RESEARCH	INVESTOR	UNIVERSITY*	INVENTOR
Sponsored Research	40	30	30
Non-Sponsored Research	27.5	27.5	45
Internal & External Sponsorship**	32.5	33.75***	33.75 (external)

The percentage share above applies to the profit after an agreed 25 percent of net profit has been deducted to offset capital Investment. Sponsored Research is a research registered and financed by the University. Non- Sponsored research is a research financed by the inventor; this may refer to instances whereby products are brought in.

*University Share includes the entitlements for the University, Departments, Schools and Colleges.

**Complementary Efforts of Covenant University and an External organ Research breakthrough (i.e. one product each to give a new product in the market).

The above sharing formula applies to both internal and external inventor. For internal inventor, a deduction of 5 percent from University share shall be credited to the Department of the Inventor.

***30% of this is due to Covenant University Inventors for Sponsored Research while 55% of this is due to Covenant University Inventors for Non-Sponsored Research.

EXTERNAL COLLABORATION APPLICATION PROCEDURE

Step A

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- The approved Application shall be recommended to CU Management through the Office of the Vice Chancellor for approval at Management level.

Step B

RESEARCH COLLABORATION

- After the approval of the University Management of an Application, CUCERD shall constitute a Team of relevant experts among CU Faculty and inaugurate the combined team.
- The combined Team shall have the External Applicant as Research Coordinator while the Team leader shall be a Faculty member.

STEP C

PRODUCT DEVELOPMENT/AUTHENTICATION

- a. After the product Development project Application has been approved by the University Management, the intending Collaborator shall make a full disclosure of the principle and Technology of the Product to a selected team of experts chosen by CUCERD for Products evaluation and Authentication exercises (Principle and Product test).

- b. If the product has not been registered for patenting, members of CUCERD's Authentication Team shall sign the non-disclosure and non-usage form to protect the product.
- c. If the result of the evaluation and authentication exercises is positive, CUCUERD Committee shall recommend the collaboration on the product to the Board for Regents through the office of the Vice – Chancellor.
- d. A memorandum of understanding shall be followed by a joint patent of the product by the University.
- e. The members of the Product evaluation and Authentication team shall constitute the University technical Expert for advise and further research on this product.