



**KENYATTA UNIVERSITY  
INTELLECTUAL PROPERTY AGREEMENT**

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Personal Details

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

PF. No/Reg. No: \_\_\_\_\_

School: \_\_\_\_\_

Department: \_\_\_\_\_

I understand that Kenyatta University (KU) is governed in the handling of Intellectual Property by its official Policy titled 'Kenyatta University Intellectual Property Policy 2010' (KU IP Policy), which I have read and understood, and I agree to abide by the terms of that Policy.

Pursuant to that Policy, and in consideration of my employment by KU, the receipt of remuneration from KU, participation in projects administered by KU, access to or use of facilities provided by KU, access to information provided by KU, and/or other valuable consideration, I hereby agree as follows:

1. That, subject to any agreement expressly stating otherwise, the University shall have ownership of all rights and obligations relations Copyrights of work commissioned by the university, Plant Breeders Rights, or any patentable inventions and innovations eligible for protection by other forms of intellectual property such as utility models, patents, trade secrets and other rights in information relating to useful articles of commerce that are produced in the course of official duties, or making significant use of KU's time and resources.
2. That I shall execute and deliver all documents and records and do any and all things necessary and proper on my part to effect the terms of paragraph 1 of this agreement.
3. That I shall immediately notify the Intellectual Property Board, by the means set out in the KU Intellectual Property Policy, when it first becomes apparent that an invention, discovery or technical development, copyrightable work, New Plant Variety has been made in the course of official duties, or making significant use of KU's time and resources.
4. That I shall maintain full confidentiality regarding all information that has been the subject of an Invention disclosure. This requirement may be terminated by the express written consent of the Director of the Intellectual Property Rights or at such time that the information is clearly considered to be in the public domain, whichever may be the earlier.

5. That I shall make and maintain adequate and current records of all information relating to any research undertaken in the course of official duties, or making significant use of KU's time and resources, in such forms as written notes, tables, sketches, drawings, spectra, chromatograms, photographs, computer diskettes, computer software, databases and the like or reports relating thereto, which records shall be and remain the property of and available to the University at all times and which shall be surrendered to the University in the event of the cessation of our relationship
6. That I shall undertake to preserve samples of all isolates, fractions, compounds or modifications of these that may be undertaken, all of which shall also be and remain the property of and available to the University at all times and which shall be surrendered to the University in the event of the cessation of our relationship.
7. That I am now under no consulting or other obligation to any third person, organization or corporation in respect to any patentable inventions and innovations eligible for protection by other forms of intellectual property such as utility models or petty patents, trade secrets and other rights in information relating to useful articles of commerce or intellectual property rights thereof which are, or could be reasonably construed to be, in conflict with this Agreement or the terms of the KU Intellectual Property Policy.

NB: Where associates of the KU have prior existing employment agreements that conflict with the terms of either this agreement or the KU Intellectual Property Policy, they should immediately contact the Intellectual Property Board, as an alternative agreement may be necessary.

8. That I will not enter into any agreement that might create rights to any patentable inventions and innovations eligible for protection by other forms of Intellectual Property such as utility models or patents, trade secrets and other rights in information relating to useful articles of commerce, or intellectual property rights thereof which conflict with this agreement or the terms of the KU Intellectual Property Policy.

That in the event of the cessation of my relationship with the University, I shall continue to benefit from any royalties (within patent period) originating from commercialized IP(s) to which I contributed as a creator/inventor.

SIGNED at this ..... Day of ..... 20  
Month

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Employee/Associate/Student Signature

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Employee/Associate's address

Witness' Name \_\_\_\_\_ Department \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(witness should be an employee of Kenyatta University )

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