



**JARAMOGI OGINGA ODINGA
UNIVERSITY OF SCIENCE AND TECHNOLOGY**

INTELLECTUAL PROPERTY RIGHTS POLICY

MAY 2016

Jaramogi Oginga Odinga University of Science and Technology

Intellectual Property Rights Policy

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This policy was written and produced by Jaramogi Oginga Odinga University of Science and Technology

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Vice-Chancellor, Secretary to Council
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PREAMBLE

Jaramogi Oginga Odinga University of Science and Technology (JOUST) hereinafter referred to as 'University' is an educational institution established under the Universities' Act 2012 and granted a charter in February 2013. This Intellectual Property Rights (IPR) Policy is intended to provide guidance for the benefit of staff and students in pursuit of the University's mission of nurturing creativity and innovation through integrated training, research and community outreach. The University understands intellectual property as the creative application of knowledge but which also embodies a host of legal rights which guarantee the protection of innovators, inventors and the University itself. In that regard, this policy clearly stipulates the legal ownership of Intellectual Property, its conditions and use, and the benefits thereof.

DEFINITIONS

For purposes of this policy, unless the context otherwise states:

- Copyright:** An original work of authorship which has been fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, such as books, articles, journals, software, computer programs, musical works, dramatic works, videos, multimedia products, sound recordings, paintings, pictorial, sculpture or graphical works.
- Commercialization:** Process through which any University Intellectual Property asset may be adapted or used for any purpose resulting in individual and/or corporate benefit.
- Equity:** Shares of stock or securities including, but not limited to, stock options, warrants or any other rights to purchase stock or securities;
- Intellectual Property** Include inventions, copyrightable works, tangible research property and intangible cultural property
- Inventions:** New, useful, and non-obvious ideas and/or their reduction to practice that result in, but are not limited to, new products, devices, processes, and/or methods of producing new and/or useful industrial operations and materials.
- Innovation:** A new or original or improved product or process;
- Innovator:** Scientist, researcher, author or performer. This includes a staff member (researchers and non-researchers), undergraduate and graduate students, candidates for masters and doctoral degrees, pre-doctoral and postdoctoral fellows, including any other person employed by the University, whether full or part-time, emeritus staff while at the University, visiting faculty and researchers, adjunct staff and professors, company representatives, administrators and any other persons who create or discover applicable intellectual property using the University resources or who receives funds or other rewards for their services (work-for-hire), work done through research whether or not funded by the Government, or those who voluntarily assign their intellectual property to the University;
- Invention Disclosure:** The written submission to the Office of the DVC (RIO)
- Inventions:** New, useful, and non-obvious ideas and/or their reduction/translation to practice that result in, but are not limited to, new products, devices, processes, and/or methods of producing new and/or useful industrial operations and materials; any article useful in trade; any composition of matter, including chemical compounds and mechanical mixtures; biological materials including cell lines, plasmids, hybridomas, monoclonal antibodies, and genetically-engineered organisms that are industrially useful or that have commercial potential; new varieties of plants; any new design in connection with the production or manufacture of an article including computer software, data bases, circuit design, prototype devices and equipment; and any improvement upon existing processes or systems.

Inventors or Creators: The person(s) responsible for the conception, ideas, and content of Inventions and other works. Support staff such as research assistants, photographers, artists, producers, computer programmers, printers, and others who contribute to the works shall not be considered inventors or creators unless they have evidentially and substantially influenced the original or novel aspects of the works;

Patent: An exclusive right granted for an invention, a product or a process that provides a new way of doing something or offers a new innovative and useful technical solution to a problem in industry or commerce or public life;

Trade mark: Includes any word, phrase, logo, name, symbol, device, sign or any combination thereof, used by a person or which a person has a bona fide intention to use in commerce and uses or applies to register, to identify and to distinguish his/her goods from those of others;

LIST OF ABBREVIATIONS

For purposes of this policy, unless otherwise stated, the following abbreviations shall apply:

CDA	Confidential Disclosure Agreement
DVC-RIO	Deputy Vice Chancellor (Research, Innovation and Outreach)
IA	Industrial Advisory Sub-Committee
IDF	Innovator Disclosure Form
IPC	Intellectual Property Committee
IP	Intellectual Property
JOOUST	Jaramogi Oginga Odinga University of Science and Technology
KIPI	Kenya Industrial Property Institute
MTA	Material Transfer Agreement
RPPC	Research, Publication and Press Committee
R&D	Research and Development
VC	Vice Chancellor

1.0 INTRODUCTION

Jaramogi Oginga Odinga University of Science and Technology recognises and encourages effort from its staff and students both individually and through collaborative entity that leads to generation of new knowledge. Subsequently, the University will be responsible for protecting the knowledge and facilitate reasonable and appropriate sharing of revenue in the event these creations have commercial value. The University therefore has the obligation to protect intellectual property emerging from research funded from whatever sources by the prompt filling of appropriate patent applications. Any discoveries or inventions which result from research work carried out by, or under the direction of any employee of the University, or from funds under the control of, or administered by the University, or which come as a result of any employee's duties with the University, or which have been developed in whole or part by the utilization of the University resources or facilities, shall belong to the University and shall be used and controlled in such a manner as to produce the greatest benefit to the University and the public.

2.0 PURPOSE OF THE POLICY

To guide students, staff and collaborators on Intellectual Property Rights, encourage innovation and facilitate the development of viable innovations for social and economic development.

3.0 POLICY STATEMENT

The University shall provide the necessary protections and incentives to encourage discovery, development, publication of new knowledge and creative works, and their exploitation for the public benefit, and to guide capacity building as well as generation of revenue for the University and the inventor(s). This policy will therefore create an enabling environment for efficient administration of intellectual property issues for advancement of science and technology in the University.

4.0 POLICY OBJECTIVES

- i. To promote creativity and innovation;
- ii. To protect the Intellectual Property rights (IPR) of the University, its creators, innovators, inventors, collaborators, research sponsors and the public;
- iii. To ensure fair and equitable distribution of all benefits accruing from all innovations, creations and inventions generated by University staff, students, collaborators and sponsoring parties;
- iv. To eliminate the infringement, improper exploitation and abuse of intellectual assets
- v. To optimize the environment and incentives for research and creation of new knowledge; and
- vi. To promote linkages with industry and stimulate research through utilization of technologies and creative works.

5.0 GOVERNING LAWS

This policy shall be interpreted in accordance with all applicable national laws including the Constitution of Kenya, 2010, the Universities Act, 2012, Intellectual Property Laws of Kenya, statutes and regulations pertaining to ownership of Intellectual Property, confidentiality of debtor, conflict of interest, use of human and animal subjects, equity and freedom of information. It shall be further be interpreted in a manner consistent with the JOOUST Research and Development Policy.

6.0 SCOPE OF THE POLICY

- i. This policy shall apply to all units of the University and to all University staff and students, full or part-time, emeritus staff while at the University, visiting researchers, external examiners, adjunct faculty, company representatives and any other persons who create or discover applicable intellectual property using University resources or who receive funds, commissions, fees and honoraria or other rewards for their services or those who voluntarily assign their intellectual property to the University.
- ii. Where an external researcher is already subject to the terms of the Intellectual Property Rights Policy of his or her parent institution he or she shall inform JOOUST of such an obligation before JOOUST IP Policy becomes applicable to him/her. The University shall then proceed either to negotiate a waiver of the parent institution's policy or to agree to the waiver of the terms of this policy.
- iii. Where issues arise which are not covered by the terms of the agreement, this policy shall be applicable.
- iv. Where there is conflict, inconsistencies or repugnancy, the relevant law and the terms of sponsored programme agreements and other contractual arrangements undertaken by the University or one of its units in good faith, this policy will govern.

7.0 OWNERSHIP OF INTELLECTUAL PROPERTY

The University recognizes that teaching, research and innovation/invention involve complex relationship among several parties such as individual innovators/inventors, external research sponsors and various departments.

7.1 Innovation/Invention made with University's Support

The University shall own all intellectual property either developed by faculty, staff, students, visitors or others which has been innovated or invented as a result of participating in the University, including but not limited to any disclosure of innovation, discovery, trade secret, technology, scientific or technical development, license, computer software, institutional works, plant variety, data research records, laboratory notebooks, regardless of whether subject to protection under patent, trademark, copyright or other laws.

7.2 Innovation/Invention made without University's Support

All innovations or inventions made by an innovator or inventor without the University support and without any relation to the employment or service contract and without the use of the University's resource, data, means, material, installation or equipment shall belong solely to the innovator or invention. The innovation or invention must be initiated and work conducted and perfected while the innovator or invention is outside normal University service, that is, during the innovator's or inventor's unpaid leave, or after office hours. The innovator or inventor shall notify in writing the University of the innovation/invention and the intention to apply for registration of ownership.

7.3 Ownership of Scholarly work

The University will not own/have IP rights in scholarly works including work developed by researchers or instructors or lectures as teaching materials or work created by students in the course of the University-sanctioned learning or work that has a purpose of disseminating information resulting from research or studies such as books, articles, manuscripts, dissertations, theses and reports, fine artwork and drawings that are not an institutional work, musical composition and dramatic and non-dramatic literary works related to the faculty member's professional field. This is regardless of the medium of expression, unless such work is commissioned by the University or a component institution of the University, or as work-for-hire.

8.0 UNIVERSITY RESOURCES

The University resources shall include:

- i. Laboratory, workshops space, office, equipment and research materials;
- ii. Computer hardware, software, support and internet time;
- iii. Research, teaching, laboratory assistants and support, generated data and laboratory notes;
- iv. Supplies and utilities;
- v. Funding for research;
- vi. University time; and
- vii. University logo.

Innovations made without any relation to the employment or service contract and without the use of University resources shall belong solely to the employee as the innovator/inventor.

9.0 TECHNOLOGY TRANSFER AND ADMINISTRATION

- i. The University will create an innovation ecosystem in which all the stakeholders participate. In this respect, the University through the Office of the Deputy Vice Chancellor (RIO) will pursue the exploitation of all intellectual property by researching the market for the

technology, identify third parties to commercialize it, entering into discussions with potential licensees, negotiating appropriate licenses or other agreements, monitoring progress, and distributing royalties to the inventors, innovators, authors and other parties in accordance with this policy.

- ii. In order to facilitate the exploitation of IP assets the inventor, creator or innovator, as the case may be shall submit a detailed disclosure of the intention or innovation to the Office the Deputy Vice Chancellor (RIO) to facilitate the taking of decisions on securing and/or reinforcing IP rights and exploitation options and, if necessary, executing assignment agreements pursuant to this policy.
- iii. If no potential licenses are readily apparent or the technology is deemed too narrow for a start-up company the Research, Publication and Press Committee (RPPC) will determine whether there is commercial potential and decides to pursue IP protection. The office of the DVC (RIO) will work with the inventor, creator or innovator to draft a non-confidential description of the invention/innovation which will be posted on the homepage of the official JOOUST website.

10.0 WAIVER OF UNIVERSITY RIGHTS

- i. The University will waive intellectual property rights to the innovator, inventor or creator if it determines not to protect, license or commercialize that intellectual property.
- ii. The University will also waive intellectual property rights to the innovator, inventor or creator if it determines to abandon all efforts to protect or commercialize such intellectual property.

11.0 PUBLICATION AND CONFIDENTIALITY

- i. The University shall encourage dissemination of research results, while ensuring adequate and timely protection of the rights to such property;
- ii. No individual shall publish, in any form, information relating to research for which an innovation or invention disclosure has been submitted without the express written consent of the Office of the Deputy Vice Chancellor (RIO) provided that the consent shall not be unreasonably denied or delayed and the decision shall be communicated within a period of one month;
- iii. Inventors, innovators and creators shall take steps to maintain confidentiality of the disclosed intellectual property until protection has been obtained; and
- iv. Inventors, innovators and creators shall, in consultation with the Office of the Deputy Vice Chancellor (RIO), assess own work prior to public disclosure to determine whether it contains any potential protectable intellectual property and if so to expeditiously disclose it to the

Office of the Deputy Vice Chancellor (RIO) on the intellectual property disclosure form prior to public disclosure.

12.0 DISCLOSURE OF INNOVATION/INVENTION

The following applies relating to innovation/invention disclosure:

- i. When it first becomes apparent that an innovation/invention, discovery or technical development has been made, the innovator/inventor shall immediately notify the Office of DVC (RIO) by means of an IP Disclosure Form (IDF)
- ii. An innovation disclosure shall include but not be limited to the following:
 - a) Information about the innovator(s) or inventor(s);
 - b) Technical details of disclosure;
 - c) Detailed justification for believing that the disclosure constitutes a patentable innovation/invention;
 - d) Facts concerning subsequent activities undertaken and planned;
 - e) Information regarding any resources understood to include information that contribute to the innovation/invention;
 - f) Information the innovator/inventor may have relating to other activities which in turn are related to the innovation/invention at the University or elsewhere; and
 - g) Any other information that may prove useful in making a determination as to IP protection.
- iii. On receipt of the disclosure, Office of DVC (RIO) shall prepare for the RPPC, a report listing the titles and abstracts of each disclosure received;
- iv. The Office of DVC (RIO) in consultation with the RPPC will recommend a search at KIPI, Copyrights Office, Trademarks office or Plant varieties Protection Office to determine if the innovation has any protectable value;
- v. Based upon the findings of RPPC, DVC (RIO) will implement the resultant recommendations;
- vi. The Office of DVC (RIO) will find out from the innovator/invention if there was any information or agreements entered into to facilitate the development of the innovation.
- vii. Having made the disclosure above, the innovator(s)/inventor(s) shall have the following responsibilities:
- viii. Cooperate fully with Office of DVC (RIO) in marketing, licensing, registration, litigation and other areas in protection and transfer of University IP;
- ix. Taking all reasonable steps requested by DVC(RIO), including the execution of assignments and other requests necessary for evaluation of the item and the protection by patent or other IPRs; and

- x. Making their obligations to the University clear to those with whom they make agreements with and the innovator/inventor shall disclose other parties to the agreement with a current statement of this policy.

13.0 INTELLECTUAL PROPERTY AGREEMENTS

For purposes of this policy, the following shall apply:

13.1 Material Transfer Agreements (MTA)

The University considers that the transfer of materials between Universities and Research groups or other Organizations is an important aspect of scientific cooperation. Researchers may wish to exchange a variety of materials (chemicals, plants or animal derived material, cell lines, research animals or other materials) in order to facilitate a collaboration, initiate new research or enhance current investigations. Materials may be exchanged between the University and other Universities in Kenya and beyond, national and international research institutions, or between the University and commercial entity/entities.

In the event of material transfer, MTA between the University and the receiving or providing organization must be signed. The MTA signed must be in line with Countries Access Benefit Sharing Commitments under Nagoya Protocols and other local regulatory frameworks.

13.2 Confidential Disclosure Agreements (CDA)

Any person accessing proprietary information must sign confidentiality agreement with the University before access is permitted.

A disclosure can be made under the protection of a Confidential Disclosure Agreement (CDA) while a patent application is under evaluation. A disclosure made under the protection of a CDA is not considered public disclosure.

A disclosure made to a University staff under a CDA with other organization may have implications on the IP of any innovation/invention or resulting from the use of such disclosure. A CDA between the University and other institutions must first be approved by the RPPC. The use of confidential information by the University staff will be governed by the terms of agreement relevant to the contract research being undertaken. A CDA form shall be available at the Office of the DVC (RIO).

13.3 Sponsored and Collaborative Research Agreements

Innovation or invention may arise from research which has been funded or sponsored by third parties. In such cases the following shall apply:

- i. The ownership of IP shall be agreed in writing by the collaborators, partners, sponsors or any other persons and the University before the work begins, in the following cases:
 - a. Collaborative work involving persons employed by outside organizations;
 - b. Work that is supported either partially or wholly by one or more sponsors;

- c. Projects where two or more persons collaborate;
- d. Projects funded by external agency;
- e. Visitors on sabbatical leave or on study leave at the University;
- f. IP developed by staff or students at other institutions;
- ii. If no written agreement exists before the innovator's or inventor's work begins then the University shall own all IP rights arising from work involving collaborators, partners or sponsors as itemized above;
- iii. The sponsor may be granted an option to acquire license rights to the inventions that arise under the agreement;
- iv. A collaborative research agreement shall inter alia cover the following elements:
 - a. Arrangement for the management and co-ordination of the project;
 - b. Responsibilities (including funding) and liabilities of the various parties;
 - c. Arrangements for the treatment of Intellectual Property;
 - d. Reporting and publication arrangements, access to results and confidentiality provisions;
 - e. Consequences of termination/default, and ways of handling disputes;
 - f. That the University shall apply the terms of this policy to any IPR of which it receives ownership; and
 - g. That where there are issues that arise which are not covered by the terms of agreement, this policy shall be applicable.

13.4 Licensing Arrangements / Agreements

University-generated intellectual property may be licensed to external entities for further development and commercialization in exchange for a return on the resulting revenues.

The following shall apply in licensing:

- i. By mutual agreement with the inventor/innovator, the University may license or arrange for licensing of production of a product arising from an innovation as invention owned by individuals who are employees of the University. The DVC (RIO) shall determine whether, under certain conditions, the University will contract with a competent agency or firm for the licensing of certain innovations;
- ii. Assignment and license agreements entered into by the University shall inter alia include provisions, as appropriate, regarding:
 - a. Due diligence in patent or copyright protection and commercialization of the innovation/invention;

- b. Reports on effort and success in commercialization, access to records to assure compliance with the terms of the agreement, retention of University rights to use the innovation and extent of authority for subsequent licensing or reassignment.
- iii. The University's licensing and assignment agreements must be in compliance with applicable Laws, regulations, University policies, and the terms of agreements with sponsors;
- iv. The RPPC may grant an exclusive license for use of University-owned policy properties to an external organization or to a University employee. Exclusive licenses typically will be granted for periods of ten years. They may include provision for an option to renew the exclusive license for additional five years. In all cases where exclusive license is granted for a limited period, the University will retain an option to revoke the license in the event that the licensee does not demonstrate due diligence in the exercise of the license.
- v. License agreements with University employee (inventor(s)/innovator(s)) will normally include a provision that any continuing development of the IP with the use of University funds, facilities or funds administered by the University may only proceed if reviewed and approved by the RPPC.
- vi. In keeping with the University's mission to disseminate new knowledge, and protect the public interest, RPPC will have the authority to retain royalty-free rights for use of the University-owned innovations.

14.0 DISTRIBUTION OF TANGIBLE RESEARCH PROPERTY

- i. All the tangible research property leaving the University shall be governed by a Material Transfer Agreement (MTA). Any proprietary information accompanying tangible research property shall be governed by a Confidentiality Agreement.
- ii. The Office of the DVC (RIO) will provide guidelines, procedures and prepare agreements for the distribution/sharing of all information and materials.

15.0 CONFLICT OF INTEREST OR COMMITMENT

- i. Any of the following factors may signify a conflict of interest, which will be taken into account prior to waiving or licensing the University's rights to inventors, innovators, creators under this policy;
 - a) An adverse impact on the University's educational responsibility to its students;
 - b) Undue influence on the employment commitment to the University in terms of time or direction of effort;
 - c) A detrimental effect on the University's obligations to serve the needs of the general public;and

- d) Potential conflict of interest as defined in the national laws, University's code of ethics, regulations, policies and procedures.
- ii. An employee shall disqualify himself or herself from participating in any licensing negotiations or other matters of technology transfer where the University is likely to be disadvantaged by such a decision in the following circumstances:
 - a) Where an employee has an external relationship with a company that itself has a financial interest in a University project; or
 - b) Where the University official serves on a board of a company that has financial transactions with the University; or
 - c) Where an employee has equity holding or royalty expectations that could influence the decision; or
 - d) Where the employee of the University is an interested party and by virtue of his/ her position is likely to influence the decision.

16.0 EQUITY

- i. The University may accept equity in lieu of full or part payment of royalties in addition to monetary considered for intellectual property in a company pursuant to provision of this policy;
- ii. University acceptance of equity in consideration of licensing a University innovation shall be based upon principles of transparency, objectivity and fairness in decision making and pre-eminence of the education, research, and public service missions of the University over financial or individual personal gain. Such licensing activity shall be conducted in accordance with this and other related University's policies and guidelines;
- iii. The University shall handle all subsequent relationships with a licensee with whom the University has accepted equity in a commercial manner, pursuant to relevant University policies and guidelines;
- iv. The terms of innovation license other than those related to the acceptance of equity in the company by the University shall be consistent with University transactions for comparable innovations;
- v. When the University accepts equity in a company as partial consideration for a license, the University shall take into account any legal restrictions and the wishes of each innovator or inventor involved;
- vi. The University shall pay the innovator's share of equity consistent with the formula established under this policy for the distribution of royalties, to the extent that the innovator has fulfilled obligations under this policy; and

- vii. The University shall distribute cash upon conversion of equity to cash, in accordance with the royalty distribution formula under this policy.

17.0 ROYALTY DISTRIBUTION

- i. Revenue received as a result of licensing agreements in the form of cash royalties and/or equity holdings shall be distributed in such a manner as to encourage the development of intellectual property, technology development and technology transfer in the University. "Revenue" shall however not include funds received for research support;
- ii. The University costs, for filing, processing intellectual property applications and maintaining these rights shall be reimbursed from gross revenue prior to distributing royalties to innovators and hosting departments involved in that particular research.
- iii. The revenue distributable shall be net of all the expenses incurred by the University in protecting and commercializing the intellectual property, and any litigation costs that might arise.
- iv. Where the University prevails and receives a financial settlement, the relevant innovator, inventor, creator and the University shall be reimbursed for their shares of royalties used by the University in prosecuting or defending the infringement. Any funds received in excess of the royalties shall be distributed in accordance with the formula or scheme under this Article.
- v. The distribution of net revenues shall be done annually and split into two as follows:

Innovator	50%
University Kitty	50%
- vi. Council will approve annually how precisely the said net revenues deposited in the University Kitty as in clause v above are to be used from time to time.
- vii. In the event of multiple innovators, inventors or creators, they will agree among themselves and execute a signed agreement which will be the basis of distribution.
- viii. The inventor's, innovator's and creator's royalty rights shall not cease upon the termination of employment with the University and/or death of the inventors, innovators and creators and in the event of the death of the innovator, his or her benefit shall inure to the benefit of his or her estate.
- ix. The University shall create and maintain an Endowment Fund in which shall be paid gifts, contributions, and donations to support research and development in accordance with this Policy

18.0 USE OF THE TRADE MARK, NAME AND LOGO OF THE UNIVERSITY

- i. No person, Institution or organization shall use the name, trade mark, service mark or logo of the University and its predecessor or any combination thereof for any application or process whatsoever except as provided for under the provisions of the University Act and this policy.
- ii. All copyrightable material from the University shall bear the copyright notification '©' JOOUST and year of compilation/publication.

19.0 DISPUTE RESOLUTION

- i. Any party aggrieved by the decision of the Research Publication and Press Committee shall have a right of appeal to the Vice Chancellor upon which the Vice Chancellor shall appoint a five member independent panel comprising of persons knowledgeable in the discipline;
- ii. The panel shall elect its Chair and Secretary;
- iii. The panel shall hear both parties to the dispute and any other person they deem fit.
- iv. In the event of any party being dissatisfied with the decision of the panel, he or she shall have a right of appeal to the full University Council.. The Council shall set up an independent panel to hear the appeal and report back to the Council with its recommendations within one month from the date of appeal and Council shall determine and communicate its decision on the matter within one month from the date of receipt of the panel report.

20.0 RECOGNITION

The University shall recognize and provide an appropriate mode for recognition in perpetuity of the individual or class of inventions, innovators, creators and all the contributors based on their levels of contribution.

21.0 TRADITIONAL KNOWLEDGE, GENETIC RESOURCES, CULTURAL EXPRESSIONS AND SOCIO-CULTURAL INNOVATIONS

- i. The University recognizes the role of traditional knowledge, genetic resources and cultural expressions/socio-cultural innovations in the development of inventions, innovations, new plant varieties, new strains of micro-organism, bio-molecules including DNA markers, tissues, clones, cells, biochemical and creative works.
- ii. The University shall, guided by the Laws of Kenya, formulate procedures and mechanisms for access to genetic resources, use of traditional knowledge and sharing of benefits with holders of such knowledge whether or not the intellectual property is commercialized by the University;

- iii. The University shall develop mechanisms for collection, characterization and conservation of plant, animal, human and microbial resources, and cultural expressions of known or potential benefit to the people of Kenya.

22.0 INTELLECTUAL PROPERTY DONATIONS

If an individual or an organization (donor) chooses to offer to the University any form of intellectual property in which the University has no claim, the University may accept ownership or control of the intellectual property provided that:

- i. The donor makes the offer to the University through the Office of DVC (RIO) as if the intellectual property has been created within the University;
- ii. The donor discusses provisions and makes an agreement (including distribution of income provisions) with the University;
- iii. The donor warrants that he or she owns all rights, titles and interests to the intellectual property, and that to the best of his or her knowledge, the intellectual property does not infringe upon any existing intellectual property;
- iv. The university may accept charitable donations of intellectual property form public or private organizations;
- v. Upon the transfer of title in the intellectual property to the University, the intellectual property will be managed in accordance with this policy; and
- vi. The University may donate intellectual property upon a written request or on its own motion.

23.0 OWNERSHIP OF EQUIPMENT AND INFRASTRUCTURE

Any equipment/infrastructure bought/constructed under a company funded research contract or obtained through collaboration research shall remain the property of the University on completion of the contract or as agreed by the parties.

24.0 PROFESSIONAL, PRODUCT LIABILITY AND INDEMNITY

- i. The terms of all contract entered by the University shall state that the University is absolved from liability within the limits of the law and the University shall not give indemnity to any person whatsoever.
- ii. The University shall not be held responsible for any consequences of any inaccuracies or omissions and no liability shall attach to the University for the effect of any product or process that may be produced or adopted by the sponsor, notwithstanding that the formulation of the product or process may be based on the findings of the projects.

25.0 IMPLEMENTATION

This policy shall become effective from the date of adoption by the University Council. This policy shall apply to any new agreement between the University and innovators / inventor with any external organization or individuals concerning the development, legal protection or commercialization of specific intellectual property entered into after the date on which Council adopts this policy.

If an existing agreement is renewed, revised or amended after the date which the University adopts this policy, reasonable attempts shall be made to conform such agreement to the requirements of this policy as of the date on which it is renewed, revised or amended.

Pre-existing agreements that are not revised by the time the policy comes into force shall continue to apply as it was before the policy became effective, until expiry of the same.

The University shall notify all persons who are affected by this policy of its terms as soon as efficiently possible after it is approved by the University Council and subsequently at regular intervals.

26.0 EXEMPTION, REVIEW AND AMENDMENTS

Exemptions and amendments of this IP policy may be initiated by any interested party through the Office of DVC (RIO). The DVC (RIO) shall thereafter notify the RPPC the proposed exemptions or amendments for deliberation and consideration. Upon advice from RPPC the Vice Chancellor may sanction approval of such exemptions or amendments.

The VC may, with the advice of the RPPC, agree to variations of this policy and the University IP agreements by express written consent or on case by case basis. Variations made under this clause will only be agreed upon on the premise that they do not in any way prejudice the overall aims and objectives of the University and this policy.

The VC shall recommend, with the advice of the RPPC, amendments to this Policy for approval by Senate before transmission to Council. Such amendments should not be inconsistent with the existing aims and objectives of the University and this Policy.

27.0 POLICY REVIEW

This policy will be reviewed every three years.