



UNIVERSITY OF NAIROBI

**INTELLECTUAL PROPERTY POLICY ACCEPTANCE AGREEMENT**

*(To be executed by Research Associates, Fellows and Visitors)*

1. Name.....
2. Host Department.....
3. Faculty/School/ Institute.....
4. (i).College/Parent Institution.....  
(ii).Other.....
5. Payroll No.(where applicable).....
6. National ID/ Passport.....
7. Ongoing Research (if applicable).....

In consideration of:

- a. My participation in research in the University of Nairobi ; and/or
- b. Opportunities made or to be made available to me to make significant use of University's funds or facilities; and/or;
- c. Opportunities to share in royalties and other inventors/author rights outlined in the University's Intellectual Property Policy:-

I acknowledge that I have read and understood the Intellectual Property Policy (the "Policy") of the University of Nairobi (the "University"), and I agree to abide by the terms of the Policy as may be amended from time to time. I further agree as follows:-

- A. To promptly make full written disclosure, to hold in trust for the sole right and benefit, and hereby assign to the University all my right, title and interest in and to any and all Intellectual Property whether or not patentable or protectable under copyright or other laws, which I may solely or jointly invent, discover and/or create either in the University and /or a collaborating institutions and/or individuals;

- B. To execute all the necessary papers and otherwise provide proper assistance, at the University's expense, during and subsequent to the period of my University affiliation, to enable the University to obtain, maintain or enforce for itself or its nominee, patents, copyrights (except exempted scholarly works) or other legal protection for such Intellectual Property; and ;
- C. To prepare and maintain for the University, adequate and current records of all such University Intellectual Property; and;
- D. To deliver promptly to the University when I leave the University for whatever reason, and at any other time as the University may request, research notebooks, copies of all records referred to in paragraph C above as well as all related memoranda, notes, records, schedules, plans or other documents, made by , compiled by, delivered to, or manufactured, used, developed or investigated by the University, which will at all times be the property of the University; and;
- E. Not to disclose or use in my work any such information referred to in paragraph D to my new employer or any other entity or person for a period of 6 (six) years after I leave the University (unless otherwise agreed in writing with the University); and,
- F. Not to disclose to my new employer or any other entity or person or use in my work (unless otherwise agreed in writing with the University):
  - i) Any proprietary information of the University or of any third party, such information to include, without limitation, any trade secrets or confidential information with respect to the business, work or such prior employer or other third party; or
  - ii) Any ideas, writings, or Intellectual Property of my own which are not included in paragraph A above within the scope of this Agreement (Please note that inventions previously conceived, even though a patent application has been filed or patent issued, are subject to this Agreement if they are actually first reduced to practice under the circumstances included in paragraph A above unless such inventions are declared as background intellectual property within three (3) months of joining the University).
- G. I understand and agree to abide by the administrative procedures for the transfer of Tangible Research Materials and Confidential Information, as set forth in the Policy.

This Agreement replaces all previous agreements relating in whole or in part to the same or similar matters, which I may have entered into with the University. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of my executors, administrators or other legal representatives or assignees.

I represent that I have no agreements with or obligations to others in conflict with the foregoing.

Signature ..... Date .....