



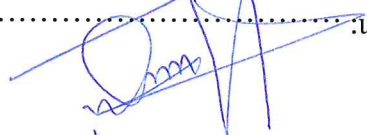
2019

# INTELLECTUAL PROPERTY POLICY

MACHAKOS UNIVERSITY



CHAIRMAN MKSU COUNCIL  
PROF GIDEON HANJARI

Sign:   
Date: 6th Sept 2019

VICE-CHANCELLOR & SECRETARY TO THE COUNCIL  
PROF. LUCY W. IRUNGU, Ph.D.

Sign:   
Date: 22.8.19

Approved by the University council:

Effective date: February 2019

Reference No.: MKSU/P/07

Category: Division of Research, Innovation and Linkages

Approval Authority: The University Council

Policy Contact: Deputy Vice Chancellor (Research, Innovation and Linkages)

Policy Title: Intellectual Property Policy

APPROVAL

VICE-CHANCELLOR & PROFESSOR OF ENTOMOLOGY  
PROF. LUCY W. IRUNGU, Ph.D.



Machakos University Intellectual Property Policy aims at providing an enabling environment for the generation, protection, dissemination and commercialization of creations, that is Intellectual Property (IP), origination from the Staff, Students and Collaborating Parties. The Policy currently covers a range of IP including: Inventions (for Patents and Utility Models) Industrial Designs, Technological Innovations, Layout Designs (Topographies) of Integrated Circuits, Trade Marks, Service Marks, Geographical Indications, Copyrights and Trade Secrets. As the University grows to encompass additional programs, the Policy will be reviewed to accommodate such growth, amongst others.

The policy provides best practice guidelines on IP management of research and innovative activities at, and outside MksU. The Policy also provides framework for the establishment of the Intellectual Property Management Office of MksU to assist in its implementation.

I now call upon all stakeholders, especially the Staff, Students and Collaborating Parties of Machakos University, to make effective and efficient use of this Policy.

Machakos University (MksU) has a pool of individuals with varied skills and knowledge. These include researchers and Students in different disciplines of science and arts that are actively engaged in research or creative and innovative activities. In addition, there are non-academic staff who regularly undertake their daily activities, and various development partners with whom MksU is involved in collaborative research activities. These engagements lead to innovative findings and/or creative works that harbour potential for protection and subsequent development into new products (systems) or processes (technologies) with commercial value thus contributing to MksU's mission and philosophy of Education for Industrial and Economic Transformation of the society and Kenya's Vision 2030, and in particular the Kenyas' Big Four Agenda. However, there are no adequate guidelines on how to harness and synergize such potential for the said purposes, and therefore the need for this Policy.

**FOREWORD**

## LIST OF ABBREVIATIONS

<b>DVC(APF):</b>	Deputy Vice Chancellor (Administration, Planning and Finance)
<b>DVC(RIL):</b>	Deputy Vice Chancellor (Research, Innovation and Linkages)
<b>DVC(SA):</b>	Deputy Vice Chancellor (Academic and Students Affairs)
<b>IP:</b>	Intellectual Property
<b>IPMO:</b>	Intellectual Property Management Office
<b>IPR :</b>	Intellectual Property Right(s)
<b>ISO:</b>	International Standard Organization
<b>KIPI:</b>	Kenya Industrial Property Institute
<b>MKSU:</b>	Machakos University
<b>VC:</b>	Vice Chancellor

## USAGE OF TERMS AND CONCEPTS

For purposes of this Policy:

**Artistic Work** means, irrespective of artistic quality, any of the following, or works similar thereto:

(a) paintings, drawings, etchings, lithographs, woodcuts, engravings and prints;

(b) maps, plans and diagrams;

(c) works of sculpture;

(d) photographs not comprised in audio-visual works;

(e) works of architecture in the form of buildings or

models; and

(f) Works of artistic craftsmanship, pictorial woven tissues and articles of applied handicraft and industrial art;

**Audio-Visual Work** means a fixation in any physical medium of images, either synchronized with or without sound, from which a moving picture may by any means be reproduced and includes videotapes and videogames but does not include a broadcast;

**Author**, in relation to

(a) a literary, musical or artistic work, means the person who first makes or creates the work;

(b) a photograph, means the person who is responsible for the composition of the photograph;

(c) a sound recording, means a person by whom the arrangements for the making of the sound recording were made;

(d) audio-visual works, means the person by whom the arrangements for the making of the film were made;

(e) a broadcast, means the first broadcaster;

(f) a published edition, means the publisher of the edition;

(g) a literary, dramatic, musical or artistic work or computer program which is computer generated, means the person by whom the arrangements necessary for the creation of the work were undertaken; and

(h) a computer programmer, means the person who exercised control over the working of the program;

**Collaborative Partner** means third party involved in Collaborative Research and includes Visitors or Staffs and Students working with, or at, such third party;

**Collaborative Research** means Research undertaken jointly or severally by the University and its Collaborative Partners;

**Computer** means an electronic or similar device having information-processing capabilities

**Copy** means a reproduction of work in any manner or form and includes any sound or visual recording of a work and any permanent or transient storage of a work in any medium, by computer technology or any other electronic means;

**Copyrights** means rights conferred to Authors of

- (a) Literary Works
- (b) Musical Works
- (c) Artistic Works,
- (d) Audiovisual Works,
- (e) Sound Recordings, and
- (f) Broadcasts

**Creation** means Intellectual Property.

**Creator** means a Student, Staff or Visitor of the University or of its Collaborating Party who becomes an Inventor, Author, Breeder or conceiver of an Intellectual Property which is subject of this Policy.

**Cultural Expression** means "cultural expressions" means any forms, whether tangible or intangible, in which traditional culture and knowledge are expressed, appear or are manifested, and comprise of the following forms of expressions or combinations thereof-

- (a) verbal expressions including stories, epics, legends, poetry, riddles; other narratives; words, signs, names, and symbols;
- (b) musical expressions including songs and instrumental music;
- (c) expressions by movement, including dances, plays, rituals or other performances, whether or not reduced to a material form;
- (d) tangible expressions, including productions of art, drawings, etchings, lithographs, engravings, prints, photographs, designs, paintings, including body-painting, carvings, sculptures, pottery, terracotta, mosaic, woodwork, metal ware, jewelry, basketry, pictorial woven tissues, needlework, textiles, glassware, carpets, costumes; handicrafts; musical instruments, maps, plans, diagrams architectural buildings, architectural models; and architectural forms;

**Distinguishing Guse**, in relation to goods, means the shape or configuration of containers of the goods;

**Folklore** means a Literary, Musical or Artistic Work presumed to have been created within Kenya by an unidentified Author which has been passed from one generation to another and constitutes a basic element of the traditional cultural heritage of Kenya and includes:

- (a) folktales, folk poetry and folk riddles;
- (b) folk songs and instrumental folk music;
- (c) folk dances and folk plays; and
- (d) the production of folk art, in particular drawings, paintings, sculptures, pottery, woodwork, metal ware, jewelry, handicrafts, costumes and indigenous textiles;

**Genetic Resource** means any material of plant, animal, microbial or other origin containing functional units of heredity and that material has actual or potential value.

**Geographical Indication** means a description or presentation used to indicate the geographical origin, in the territory of a country, or a region or locality in that territory, where a given quality, reputation or other characteristics of goods or services are exclusively or essentially attributable to geographical environment, including natural factors, human factors or both

**Industrial Design** means any composition of lines or colours or any three-dimensional form, whether or not associated with lines or colours, provided that such composition or form gives a special appearance to a product of industry or handicraft and can serve as a pattern for a product of industry or handicraft

**Industrial Property Rights** mean rights conferred to owners of

- (a) Inventions,
- (b) Utility Models
- (c) Industrial Designs,
- (d) Innovations,
- (e) Layout Designs (Topographies) of Integrated Circuits,
- (f) Trade Marks,
- (g) Service Marks,
- (h) Geographical Indications, and
- (i) Trade Secrets;

**Innovation** means utility models, innovation models, and industrial designs and any other non-patentable creations or improvements that may be deemed as deserving specified intellectual property rights.

**Intellectual Property (IP)** refers to creations of the human mind that are eligible for protection as Industrial Property Rights, Copyrights, Plant Breeder's Rights, Traditional Knowledge Rights, Cultural Expressions Rights and Folklore Rights.

**Inventor** means the person who actually devises the Invention and includes the legal representative of the Inventor;

**Invention** means a solution to a specific problem in the field of technology and may be, or may relate to, a product or a process, or any new and useful improvement thereof, which is new, not obvious, and is capable of being used or applied in trade or industry;

**IPR Owners** refers to persons who owns Intellectual Property Rights

**Layout Designs (Topographies) of Integrated Circuit** means three-dimensional disposition, however expressed, of the elements of computer circuit, at least one of which is an active element and of some or all of the interconnections of an integrated circuit intended for manufacture;

**Literary Work** means, irrespective of literary quality, any of the following, or works similar thereto—

- (a) novels, stories and poetic works;
- (b) plays, stage directions, film sceneries and broadcasting scripts;
- (c) textbooks, treatises, histories, biographies, essays and articles;
- (d) encyclopedias and dictionaries;

**Staff** means a person employed to work at the University whichever his terms and conditions of service and includes consultants.

**Significant use of Resources** means use of University Resources, provided that it shall not include said use where the Creator receives advance written approval of the said use from the University and compensates the University for the fair market value for said use;

**Service Mark** means (except in relation to a certification trade mark) a Mark used or proposed to be used in relation to Services for the purpose of indicating that a particular person is connected, in the course of business, with the provisions of those Services, whether with or without any indication of the identity of that person or distinguishing services in relation to which the Mark is used or proposed to be used from the same kind of Services connected in the course of business with any other person;

**Services** means those normally provided for remuneration, in so far as they are not governed by the provisions of any written law relating to freedom of movement for goods, capital and persons and in particular include activities of an industrial or commercial character or of craftsmen and of the professions;

**Research** means the investigation undertaken in order to discover new facts or examining a problem in order to get additional information;

**Reproduction** means the making of one or more Copies of a Work in any material form and includes any permanent or temporary storage of such Work in electronic or any other form;

**Plant Breeder's right** refers to a right given to a person who bred, or discovered and developed, a plant grouping within a single botanical taxon of the lowest known rank, which grouping, can be defined by the expression of the characteristics resulting from a given genotype or combination of genotypes; distinguished from any other plant grouping by the expression of at least one of the said characteristics; and considered as a unit with regard to its suitability for being propagated unchanged.

**Musical Work** means any musical work, irrespective of musical quality, and includes works composed for musical accompaniment

**Mark** means a distinguishing guise, slogan, device, brand, heading, label, ticket, name, signature, word, letter or numeral or any combination thereof whether rendered in two-dimensional or three-dimensional form;

(i) tables and compilations of data including tables and compilations of data stored and embodied in a computer or a medium used in conjunction with a computer, but does not include a written law or a judicial decision;

(h) computer programs; and

(g) charts and tables;

(f) lectures, addresses and sermons;

(e) letters, reports and memoranda;



**Students** means a person who is studying at the University whichever the period of study;

**Technovation** means a solution to a specific problem in the field of technology, proposed by an employee of an enterprise in Kenya for use by that enterprise, and which relates to the activities of the enterprise but which, on the date of the proposal, has not been used or actively considered for use by that enterprise;

**Trade** means any type of profession or other business occupation in which a Mark may be used in the manner defined in this Policy;

**Trade Marks** means (except in relation to a certification trade mark) a Mark used or proposed to be used in relation to:

(a) Goods for the purpose of indicating a connection in the course of trade between the goods and some person having the right either as proprietor or as licensee to use the Mark, whether with or without any indication of the identity of that person or distinguishing goods in relation to which the same kind of goods connected in the course of Trade with any person;

(b) Services for the purpose of indicating that a particular person is connected, in the course of business, with the provisions of those Services, whether with or without any indication of the identity of that person or distinguishing services in relation to which the mark is used or proposed to be used from the same kind of services connected in the course of business with any other person;

**Trade Secret** means a formula, practice, process, design, instrument, pattern, commercial method, or compilation of information not generally known or reasonably ascertainable by others by which a business can obtain an economic advantage over competitors or customers

**Traditional Knowledge (TK)** refers to know how, skills, innovations, practices, teachings and learnings of indigenous peoples and local communities that are dynamic and evolving, are passed from generation to generation, and may subsist in codified, or other forms.

**University** means Machakos University

**University Resources** means funds, time, office, laboratories, equipment, facilities or other resources administered or belonging to the University.

**Utility Model** means any form, configuration or disposition of element of some appliance, utensil, tool, electrical and electronic circuitry, instrument, handicraft mechanism or other object or any part of the same allowing a better or different functioning, use, or manufacture of the subject matter or that gives some utility, advantage, environmental benefit, saving or technical effect not available in Kenya before and includes micro-organisms or other self-replicable material, products of genetic resources, herbal as well as nutritional formulations which give new effects.

**Visitor** means a person who, at the invitation of the University, gains access to University Resources and includes consultants, visiting lecturers and representatives of Collaborating Partners.

**Work** includes translations, adaptations, new versions, or arrangements of pre-existing works, and anthologies or collections of works which, by reason of the selection and arrangement of their content, present an original character;

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## 1.0 BACKGROUND

### 1.1 Preamble

In lieu of The Kenya Government regulations that require that discoveries from research conducted at the National Universities be reported promptly and appropriate patents applied for by the University, this policy is necessary to guide the university in handling discoveries and inventions within the community and its collaborators.

Machakos University aspires to be model institution of higher learning committed to providing competitive and professional programmes. The university is committed to providing high level manpower through quality training, research, consultancy and community service. These shall be attained through customer satisfaction, good corporate governance, integrity and professionalism, creativity, teamwork and adaptation to change. In order to realize this commitment, the university shall comply with all applicable requirements including the implementation of an effective quality management system based on ISO 9001:2015.

Machakos University aims at becoming a leading Centre of academic excellence in education, research, training and community service in Kenya, in the region, and beyond. The university recognizes the need for putting in place the intellectual property rights policy. The Intellectual Property Rights Policy is necessary for providing protections and incentives to encourage both the discovery and development of new knowledge, creative works, and their exploitation for the public benefit, guide capacity building and the generation of revenue for the University and the inventor(s).

### 1.2 Vision of the University

To be the preferred University of Excellence in Scholarship and Service Delivery

**1.3 Mission of the University**  
Provide scholarly education through Training, Research and Innovation for industrial and socio-economic transformation of communities.

**1.4 Core Values**

- **Integrity** - To honestly deliver on our promises to our stakeholders
- **Accountability** - To always be accountable in the assigned duties
- **Professionalism** - To be committed to high standards of training and service delivery
- **Inclusivity** - Respect for diversity
- **Creativity** - Determination to continually improve
- **Teamwork** - To actively work together to achieve common goals
- **Equity** - To strive to be an equal university where meritocracy is practiced in all areas

The core mandate of Machakos University is to Teach, Train, conduct Research, Innovate, and Collaborate, and generate new knowledge and Community Service.

### 1.5 Mandate

(i) Increase access to higher education and produce holistic graduates through quality training and research;

(ii) Improve productivity by attracting, developing and retaining competent and efficient workforce;

(iii) Develop infrastructural facilities that meet the needs of the University;

(iv) Promote Research, Science, Technology and Innovation for economic prosperity;

(v) Integrate ICTs in all areas of management, research, consultancy and teaching and learning;

(vi) Offer efficient service to all and create a strong brand name;

(vii) Institutionalize good governance;

(viii) Meet the financial needs of the University;

(ix) Establish mutually beneficial partnerships, linkages and collaborations.

### 1.7 Methodology

This Policy has been developed through a consultative process. A committee was appointed to spearhead this process. A zero draft was developed by the committee and subjected to feedbacks and inputs from schools, directorates and departments of the University. Documents that served as inputs and reference points include the Kenya Vision 2030, Sustainable Development Goals and the Big Four Agenda. Benchmarking was also done against other institutions' Intellectual Property Policies such as The World Intellectual Property Organizations (WIPO), Massachusetts Institute Of Technology (MIT), Jomo Kenyatta University of Technology (JKUAT), University of Nairobi (UoN), Kenyatta University and Mount Kenya University among others. Further, training for the University staff on Intellectual Property was organized and facilitated by officers from KIPi during the month of June 2018. A way forward from the training led to a small team selected comprising of KIPi officials and



University to work on fine-tuning and finalization of the policy. This policy was then subjected to further interrogation and University approval and adoption process.

## 2.0 POLICY OBJECTIVES

The objectives of the IP policy shall be to:

- (i) Promote creativity and innovation;
- (ii) Create awareness within the University community on IPR and its importance;
- (iii) Ensure compliance with the Policy within the University and in all collaborative Research and Development (R&D) arrangements with other partners;
- (iv) Ensure compliance with applicable national laws and regulations relating to intellectual property;
- (v) Ensure fair and equitable distribution of all benefits accruing from all intellectual property;
- (vi) Facilitate and enhance transfer of intellectual property derived from university research and innovations;
- (vii) Protect the rights of the university, its researcher(s)/innovators /inventors, its sponsor(s) and the public;
- (viii) Stimulate additional support for R&D on specific innovations by industrial partners;
- (ix) Derive additional revenue for support of university research and educational initiatives;
- (x) Deter infringement, improper exploitation and abuse of the intellectual property assets belonging to the university and /or its custom Applicability and scope statement.

## 3.0 CITATION AND APPLICABILITY STATEMENT

This policy shall be cited as the Machakos University Intellectual Property Policy, 2019

## 4.0 POLICY SCOPE

This Policy covers all aspects of Intellectual Property Rights as defined in this Policy and applies to:

- (a) All Staff, Students, Visiting Researchers, Consultants and Independent Contractors, and Collaborating institutions (including development partners) of the University.
- (b) all the University's Campuses, Schools, Workshops Laboratories and other facilities



**5.0 POLICY STATEMENTS**

**5.1 Ownership of Intellectual Property**

5.1.1 In principle ownership of intellectual property rights vests in the Creator.  
5.1.2 Where the Creator is a Staff or Student of the University, the University shall, in principle, own the intellectual property concerned where:

- (a) The Creation is made within the scope and in the course of the Student's programme, Staff employment or commission unless otherwise agreed in writing;
- (b) The Creation is conceptualized or developed by Staff in the course of normal duty
- (c) The Creation is conceptualized or developed by students, visitors and others as a result of Significant Use of University Resources

5.1.3 Where the University is involved in Collaborative Research, the intellectual property shall be jointly owned by the University and the Collaborating Party

5.1.4 The University shall upon request by the Creator or Collaborating Party, assign the ownership of an Intellectual Property Right vested in it under Article 5.1.2 or 5.1.3 to the Creator or Collaborating Party, where the University cannot, or decides not to, proceed, within a reasonable period, to:

- (a) Protect the Creation;
- (b) License the Creation; or
- (c) Commercialize the Creation

Provided that the University shall retain the right to a non-exclusive, non-transferable, irrevocable, royalty-free, world-wide license on the Creation

5.1.5 The University may, upon request by the Creator, or the Collaborating Party, give a non-exclusive, non-transferable, irrevocable, royalty-free, world-wide license in respect of the Intellectual Property Right vested in it under Article 5.1.2 or 5.1.3 to the Creator or Collaborating Party, where the University cannot, or decides not to, proceed, within a reasonable period, to Commercialize the Creation.

5.1.6 Students shall own copyright in their scholarly work subject to a royalty free license to the University to reproduce and publish the work for the purposes of training and research in the University.

**5.2 Disclosure, Publication and Dissemination of Intellectual Property**

5.2.1 The Creator or Collaborating Party shall provide a Disclosure of any Intellectual Property that may fall under Article 5.1.2 at the:

- (a) Conceptual stage

5.4.1 A Creator who aspires to obtain a grant from the University to undertake scientific research or innovation shall submit his Concept Note to the IPMO.

#### 5.4 Identification and Evaluation of Intellectual Property

- (a) Ownership
- (b) Disclosure
- (c) Publication and Dissemination
- (d) Licensing and Commercialization and
- (e) Royalties and other benefit sharing

Policy and not limited to:

5.3.2 The issues of Intellectual Property under Article 5.3.1 shall include those covered in this from Collaborative Research are provided for the Collaborative Research Agreement

5.3.1 The University shall ensure that issues relating to Intellectual Property that may arise

#### 5.3 Collaborative Research

Article 5.2.1 as it will deem appropriate.

5.2.8 The University shall publish or disseminate the Intellectual Property Disclosed under Form

5.2.7 The Content of the Disclosure under this article shall be as prescribed in the Disclosure

- (a) Without the written consent of the Creator or the Collaborating Party; and
- (b) Without the signing of the Non-Disclosure Agreement Form

third Party:

5.2.6 The Intellectual Property Office shall not disclose the Disclosure under Article 5.2.1 to a before its Disclosure under Article 5.2.1

Property that may fall under Article 5.1.2 to any other Party, or in any other manner,

5.2.5 The Creator or Collaborating Party shall not provide a Disclosure of any Intellectual

5.2.4 Disclosure under Article 5.2.1 shall be done to the Intellectual Property Office

appendices.

5.2.3. The Disclosure under Article 5.2.1. Shall be done in the Disclosure Form RIL-IP1 in

Notes.

5.2.2 The Disclosure under Article 5.2.1 shall be accompanied by Research or Innovation

- (b) Design and Proof of Concept stage
- (c) Working Model or Prototype stage
- (d) Final product stage

5.4.2 The IPMO shall upon receipt of the Concept Note undertake a patent search for purposes of avoiding duplication of research and innovation, and advise DVC(RIL) on whether, or not, to avail the grant to the Creator, with a copy of the advice to Creator.

5.4.3 Upon the Disclosure under Article 5.2.1 of this Policy, the IPMO shall begin the process of evaluating the Intellectual Property for potential protectability and rights and obligations of the University, Collaborating Party and the Creators.

5.4.4 The IPMO shall undertake Intellectual Property Audits of ongoing or completed research and innovation activities at the University at the beginning of every quarter of the Financial Year.

5.4.5 The IPMO shall compile, file and ensure the confidentiality of all reports arising from Article 5.4.2.

5.4.6 The IPMO shall identify all Intellectual Property identified under Article 5.4.2 that have potential for protection, liaise with their respective Creators and advise them to file Disclosure under Article 5.2.1

### **5.5 Protection of Intellectual Property**

5.5.1 Upon the evaluation under Article 5.4.3 the IPMO shall take all necessary steps to acquire protection of the Intellectual Property whose potential protectability is established.

5.5.2 The University shall meet all the costs of protection of Intellectual Property under Article 5.5.1.

5.5.3 Notwithstanding Article 5.5.2, the University and the Collaborating Party shall share equally all the costs of protection of Intellectual Property under Article 5.5.1, where the Intellectual Property arises from Collaborative Research

### **5.6 Incentives for Creation and Protection of Intellectual Property**

5.6.1 The University, the Creator and the Collaborating Party, shall be entitled to royalties and benefit sharing as provided for under Article 5.6.

5.6.2 A Staff whose Intellectual Property results to a grant of patent, publications of such patent shall be equated to two publications in a refereed journal.

5.6.3 A Creator whose Intellectual Property results to a publication of Application for Grant of Patent, such Creator shall be granted a certificate of commendation by the University as prescribed in Form RIL-IP 5.

### 5.7 Commercialization of Intellectual Property

5.7.1 Upon undertaking necessary steps for protection under Article 5.5.1, the IPMO shall begin the process of evaluating the Intellectual Property for potential industrial relevance and commercialization and the rights and obligations of the University, Collaborating Party and the Creators.

5.7.2 Upon Evaluation under Article 5.7.1, the IPMO will recommend to the DVC(RIL) on the prioritized options for commercialization of the Intellectual Property.

5.7.3 The University shall undertake all necessary steps to ensure commercialization of the Intellectual Property recommended under Article 5.7.2

### 5.8 Royalties and Benefits Sharing

5.8.1 The Royalties arising from the commercialization under Article 5.7.3 shall be made in the first quarter of the next Financial Year, in respect of the preceding year, and in accordance with the following scheme:

- (a) The Creator 58% (in case one creator is involved); and
- (b) The University 42%, which will be further shared as follows

(i) Administration 1:7;

(ii) Department 1:2.8;

(iii) Intellectual Property Office 1:2.8; and

(iv) Research and Innovation Fund 1:7.

5.8.2 Where the Intellectual Property commercialized under Article 5.7.3 involves:

(a) Two or more Creators, the Creators shall agree among themselves how to share their 58% Royalties, provided that where there is no such an agreement, the regular University conflict resolution mechanism shall apply; and

(b) Collaborative Research;

(i) The University and the Collaborating Party shall share Royalties as provided for in the Research Collaboration Agreement under Article 5.3 of this Policy; and

(ii) The 50% sharing of Royalties under Article 5.8.1(b) (i) shall be construed accordingly upon consideration of Article 5.8.2(b) (i)

5.8.3 Where the Intellectual Property is presented to the University when the creator has already developed it to the level of a prototype, the royalty sharing scheme shall be:

(a) The creator 75%

(b) The University 25%

5.8.4 The distribution of the royalties in 5.8.3(a) and (b) shall remain as provided for in Articles 5.8.1(b) and 5.8.2 respectively.

5.8.5 Where the Intellectual Property is presented to the University, for purpose of research and improvement, when the creator has already developed it into a product or service, the royalty sharing scheme shall be:

(a) The creator 90%

(b) The University 10%

5.8.6 The internal distribution of the royalties in 5.8.5(a) and (b) shall remain as provided for in Articles 5.8.1 (b) and 5.8.2, respectively.

5.8.7 The creators' right to royalties shall not cease upon termination of employment with the University or death of the creator.

5.8.8 In the event of the death of the Creator, his/her shares of Royalty shall accrue to the benefit of his estate.

5.8.9 The University shall establish and maintain a Research and Innovation Fund into which shall be paid Royalties accruing under Article 5.8.1—5.8.5.

### 5.9 Capacity building and awareness Creation

5.9.1 The IPMO shall disseminate and create awareness of this Policy to the Creators and the Collaborating Party.

5.9.2 The University shall develop the capacity of the IPMO to facilitate it to perform its functions under this Policy

### 5.10 Administrative Arrangements

5.10.1 The University shall establish the Intellectual Property Management Office under the Office of the DVC(RIL).

5.10.2 The IPMO shall;

(a) Implement this Policy;

(b) Effect the Commercialization under section 5.7 of this Policy

(c) Enforce the Intellectual Property Rights acquired under section 5.5 of this Policy

(d) Ensure security and confidentiality of information disclosed to it under this Policy

(e) Assist students and staff in concept proofing

(f) Ensure that all the Creators and Collaborating Parties uphold this Policy.

(g) Create the awareness under Article 5.9.1 of this Policy.

(h) Facilitate the search and protection of staff/students IPs

This Policy shall come into effect on the date of signing by the University Council Chairman.

## **6.0 EFFECTIVE DATE**

three (3) years.

5.14.2 The IPMO shall review this Policy biannually and major review made after the end of

5.14.1 The IPMO shall monitor and evaluate the implementation of this Policy.

## **5.14 Monitoring and Evaluation**

except those under Collaborative Agreements.

This Policy shall apply to all ongoing Research and Innovation activities at the University

## **5.13 Transitional Arrangements**

to the DVC(RIL) for consideration.

5.12.2 Any Creator or Collaborating Party may propose amendments to this Policy in writing

mechanisms of the University.

5.12.1 Disputes arising from this Policy shall be handled under the normal dispute resolution

## **5.12 Miscellaneous Provisions**

respective Collaboration Agreement shall be cancelled.

5.11.3 Where the dispute under Article 5.11.2 is not resolved as per Article 5.12.1, the

a dispute under this Policy.

5.11.2 A breach of any provision of this Policy by a Collaborating Party shall be registered as

disciplinary procedure of the University.

5.11.1 A Staff or Student who breaches any provision of this Policy shall be subject to

## **5.11 Non-Compliance to this Policy**

(i) Receive, process and recommend, to DVC(RIL), amendments to this policy.

APPENDICES

Intellectual Property Disclosure Form RIL-IP

MACHAKOS UNIVERSITY

1. Title of IP:

--

2. Principal Inventor

Name:		(Note: Person to whom inquiries for additional information should be made)	
Citizenship:		School/Dept.:	
Position:		Bldg., Room	
Permanent Address:		Employee PF/NO/ Student Reg. No:	
University Address:		Telephone:	
Inventorship share: %		Fax:	
Signature:		Email:	

3. Co-Inventor(s)

Name:		(Note: Person to whom inquiries for additional information should be made)	
Citizenship:		School/Dept.:	
Position:		Bldg., Room	
Permanent Address:		Employee PF/NO/ Student Reg. No:	
University Address:		Telephone:	
Inventorship share: %		Fax:	
Signature:		Email:	


5. General Purpose and Commercial Application of Invention


Enclose sketches, drawings, photographs, screen prints and other materials to help illustrate the description.

4. Summary Description of Invention (please use additional sheet if necessary)

Or Head of Section: \_\_\_\_\_

Chair: \_\_\_\_\_

Dean: \_\_\_\_\_

Please fill in the names of your Dean (and School) and Chairman (and Department) or Head of section (and section):

For more Co-Inventors, please add separate sheet.

**Note to Principal Inventor:**

Name:		
(Note: Person to whom inquiries for additional information should be made)		
School/Dept.:		
Position:		
Permanent Address:		
Employee PF/NO/ Student Reg. No.:		
Telephone:		
University Address:		
Inventorship share:	%	
Fax:		
Email:		
Bldg., Room		
Citizenship:		




B) Alternate Technologies  
Describe alternate technologies/products which you are aware of accomplishing the same purpose as this invention, along with the companies that market, manufacture or make use of them.


iii. What problem does it solve or what advantages does it possess?


ii. How does it differ from the existing technology?


i. Please identify the novel and unique features of the invention.

6. A) Advantages and Unique Features of Invention


Acknowledgement of Receipt by ..... IPMO

In addition, please forward an electronic copy to ipmo@mksu.ake (Word or PDF file preferred)

Once completed please forward to the IPMO

Signature of Principal Investigator

I, \_\_\_\_\_ (Principal Inventor), acknowledge that to the best of my knowledge there are no other co-inventors to this invention.

ITEM	DATE	Place, Reference, Comments
A – Initial idea		
B – Description of complete invention, oral or written		
C – First successful demonstration (reduction to Practice)		
D- First publication (Article, theses, oral presentation, abstracts, poster)		
E – Disclosures to industry		
F- Other disclosures		
G- Is it related to other inventions?		
H- Are your laboratory books and other records in order and available?		

8. Invention History


7. Do you have any Plan of Publication? If yes, when?

Coordinator, IPMO Prepared by: _____	DVC(RIL) Approved _____ by: _____
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Coordinator-IPMO \_\_\_\_\_  
Date \_\_\_\_\_

**Intellectual Property Agreement for Staff and Students- RIL-IP2**

I, Prof./Dr./Mr/Mrs/Ms ..... understand that Machakos University is governed, in the handling of intellectual property, by its policy titled 'The MksU Intellectual Property Rights Policy 2019 (MksU IP Policy 2019)', which I have read and understood, and I agree to abide by the terms of the Policy.

Pursuant to the Policy, and in consideration of my work at MksU as a staff/ student, participation in projects administered by MksU, access to or use of resources and facilities provided by MksU, access to information provided by MksU, and/or other valuable consideration,

I hereby agree as follows, that:

1. That, subject to any agreement expressly stating otherwise, the University shall have ownership of all rights and obligations relating to any patentable inventions and innovations eligible for protection by other forms of intellectual property such as utility models (petty patents), plant breeders' rights, copyright and related rights, trade secrets and other rights in information relating to useful Articles of commerce that are produced in the course of studies, or making more than incidental use of the University's time and resources.
2. That I shall execute and deliver all documents and records and immediately notify the Intellectual Property management Officer (IPMO) of any innovation/invention, discovery or technical development has been made in the course of work using the University's time and resources.
3. I shall maintain full confidentiality regarding all information that has been the subject of an Invention Disclosure Form and maintain adequate and current records of all information relating to any research undertaken in the course of studies.

Name of Student/staff.....  
 Admission/PF No.....  
 Email: .....  
 Department .....  
 Signature (student/staff).....  
 Signature (DVC(RIL)).....  
 Dated.....  
 Dated.....

CERTIFICATE OF IP COMMENDATION

This certificate is awarded to:

.....  
.....

in recognition of publication of his/her Application for Grant of Patent

number.....

in the Kenya Industrial Property Institute (KIPRI) Journal edition  
number..... of

.....

Vice Chancellor.....

Signature.....

Date.....

