

EU/RE/POL/01D

EGERTON



UNIVERSITY

University Intellectual Property Rights Policy

Transforming Lives through Quality Education



2022

EGERTON UNIVERSITY

University Intellectual Property Rights Policy

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Revised 2022

PREAMBLE

Egerton University in her Strategic Plan 2018 - 2023 has committed to creation, protection, and utilization of Intellectual Property Rights through enhanced scholarships, research, academic excellence and innovation among staff and students working alone or jointly with partners. Egerton University acknowledges the necessity of ensuring that research knowledge, products, technologies, and inventions developed by staff, students and visitors, alone or jointly are actively and widely disseminated, adopted, and utilized nationally and globally for the advancement of humanity. With proliferation of new products, exhibitions and ideas, there is need to protect these outputs from plagiarism, fraud and other unethical vices through registration as patents, trademarks, copyrights and other rights including plant breeders' rights. The Intellectual Property Rights Policy (IPRP) of Egerton University is formulated to create an enabling environment that recognizes and values creativity and innovations while simultaneously assisting in translating them into profitably exploitable products, processes, and services for the benefit of the University, its staff and students, partners and humanity at large.

The IPR Policy is of interest and importance to students, staff and visitors. The policy shall guide in areas such as criteria for patenting and benefit sharing, among others. The Policy is a management reference in the development, ownership, protection, and commercialization and sharing accrued benefits of Intellectual Property.

University Context

Vision

To be a world class University for the advancement of humanity.

Mission

To generate knowledge and offer exemplary education and training to society for national and global development.

Philosophy

Egerton University innovatively influences human development through generation, acquisition, preservation and dissemination of knowledge and skills in Agriculture and related disciplines, guided by the core values.

Core Values

National unity and social fairness
Integrity, transparency, and accountability
Professionalism
Internationalism
Passion for excellence and devotion to duty
Teamwork
Passion for environmental conservation
Innovativeness and creativity

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1. Guiding principles

The University operates under the following guiding principles:

1.1 Protection of intellectual property

Egerton University recognizes that intellectual property protection on its research knowledge, products, technologies and inventions is necessary to ensure continued availability and delivery of the IPR, negotiated access, protection of its staff, students and visitors' interests, and enhanced profitable exploitation

1.2 Incentives

The University wishes to recognize and reward staff, students and visitors whose IP generates a demonstrable social and/or economic impact

1.3 Responsible commercialization:

Where IP arises that has commercial potential as a result of Research, the University intends to make such IP available in a form that shall most effectively promote its development and use for economic and social benefit.

1.4 Community development:

Egerton university encourages Research that responds to the local, national, regional and international needs. In its efforts to commercialize IP, the university shall seek to optimize the economic and societal benefits for industry and to address key national priority areas.

1.5: Definition of Terms

In this Policy, unless the context otherwise requires, the following terms shall have the meanings defined herein.

Academic Materials: Materials used for pedagogical purposes including, but not limited to, e-modules, recorded and live digital, video, and audio presentations; photographs, films, graphic illustrations, transparencies, and other visual aids; programmed instructional packages; computer programs and databases; and books, booklets, monographs, articles, scripts, study guides, syllabi, tests, and other items that accompany, or are used to present or demonstrate, the above-described materials.

Assignment: A written agreement by the holder of the IPR transferring all or part of the IP rights.

Author: Any person to whom this Policy is applicable, who individually or jointly

with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP laws of Kenya

Background IP. Any pre-existing IP created before the execution of any research project, or prior to a Creator becoming subject to this IP Policy, by virtue of appointment in the case of a visitor, employment contract in the case of a staff member, or admission in the case of a student.

Breeder: A person who has either introduced, identified, developed, improved variety/breed.

Breed: A stock of animals or plants within a species having a distinctive appearance and typically having been developed by deliberate selection

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: Any form of utilization of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. Commercialize is similarly defined.

Commercialization entity: A company that has access to the IP of the University, through any one or more of the available commercialization modes, to produce new products, processes or services. This can be a spin-off or start-up.

Conflict of Commitment (COC). Any situation in which an individual staff, student or visitor's primary professional loyalty is not to the university because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their contract of employment appointment, admission or engagement respectively.

Conflict of Interest (COI). Any situation in which real or perceived interests of an individual staff, visitor or student may run counter to the interests of the university or negatively affect their employment, duties or studies.

Commitment to the University. Staff', Students' and visitors' primary commitment of time and intellectual contributions should be to the education, research and academic programs of Egerton University.

Collaborator: a person who works jointly on an activity or project with others especially in an intellectual endeavour.

Creator: Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of ‘inventor’, ‘author’ or ‘breeder’ as generally implied in IP laws.

Innovation: A new or original product or process or service. Innovator's right, title, or interest in or to an innovation of the University.

Industrial Designs: Those aspects of a useful article which are ornamental or aesthetic and include the shape, pattern, line or colour of products of industry, handicraft, technology, or architecture.

Innovator: Scientist, researcher, author, or performer. This includes a staff.

Integrated Circuits or Layout Designs: The 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.

Intellectual Property: Any useful output of research or creative endeavour in literary, artistic, industrial, scientific and engineering fields, or inventions or innovative uses of existing inventions that may or may not be patentable, copyrightable, trade mark able or protect able under legislation.

Intellectual Property Rights (IPRs). The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, in case the statutory requirements for protection are met resulting in a patent, trade mark, registered design or plant breeders’ right, respectively

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; 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 is 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: A person that originated the concept idea and how the concept might be used to do something new and useful, and content of inventions, literary, artistic, industrial, scientific and engineering works. Support staff involved in the work shall not be considered inventors or creators unless they substantially influenced the original or novel aspects of the works.

Invention Disclosure: The written submission to the University Intellectual Property Management Committee (IPMC), on the standard or prescribed invention or innovation disclosure forms available from IPMC, of a written description of any Invention that an Innovator claims he or she has made.

Laboratory Notebooks: A book for keeping permanent records of significant events towards the development process of an Intellectual Property.

New Plant Varieties: Improved varieties of plants which have been discovered or bred and which are distinct, uniform and stable with higher commercial value.

Patent: An exclusive right granted for an invention which is 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.

Plant breeders Right (PBR), also known as Plant Variety Rights (PVR) are rights granted to a breeder of a new variety of plant that give the breeder exclusive control over propagating the material (including seed, cuttings, divisions, tissue culture) and harvested material (cut flowers, fruit, foliage) of a new variety for a number of years.

Publications: Booklets, books, bulletins, case reports, conference proceedings, creative works and designs, demonstrations, digital and audio recordings, dissertations, exhibits or performances, extension materials, information releases, Journals, manuals, monographs, pamphlets, policy briefs, print media, scientific reports, software, textbooks, theses, video, working papers, and other scholarly or popular writings regardless of medium.

Reassignment: The execution of a written agreement by the University assigning all or part of the University's right, title, or interest in and to an innovation back to

the innovator who had originally assigned his or her right, title or interest in and to the Innovation to the University.

Resources of the University: Funds, supplies, equipment, physical facilities, personnel, and/or other services or property of Egerton University. The resources include all tangible resources made available by the University to inventors, including: office, laboratory and studio space and equipment; computer hardware, software and support; secretarial services; research, teaching and laboratory assistants; supplies and utilities; funding for research and teaching activities, travel and other funding or reimbursements. University resources do not include the employee's time, use of the library, or use of personal office including any office computer or data processor located therein.

Service 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, identify and distinguish his services from those of others.

Shelving or mothballing of an IP: refers to IP and invention disclosure bundles that remain unexplored, unlicensed or unused.

Staff: An employee of Egerton University on permanent and pensionable or on contractual terms, whether a researcher or non-researcher, academic or non-academic staff; including post-doctoral fellows, and emeritus professors

Student: Any student registered for an approved course at Egerton University; whether full time or part-time, undergraduate or postgraduate, .

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 distinguish his goods from those of others.

Trade Secret: Includes confidential data, information or compilations used in research, business, commerce and industry and confer advantage on one having the right to use it. The information has commercial value because it is secret or confidential. There must be an intention to keep such information confidential.

Third Parties: Person(s) or group(s) other than the principals who are legally involved in a project but who is still affected by it in some way.

Utility Model: Any form, configuration or disposition of element of some appliance, utensil, tool, electrical or electronic circuit, 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, benefit, saving or technical effect not available in Kenya before and includes microorganisms or other self-replicating material, products of genetic resources, herbal as well as nutritional formulations which give new effects.

Visitor: Any person who is neither a staff nor a student of Egerton University who engages in work at the university, including visiting professors, adjunct and conjoint professors, teachers, researchers, partners, collaborators and volunteers; and who has an appointment agreement with the Institution

2: Scope of the Policy

- 2.1 This Policy applies to all Egerton university staff, students and visitors. It sets forth principles and guidelines that should be followed in the execution of IPR. This policy should be read together with the University Research Policy and any other relevant University, national and international laws and policies.
- 2.2 Background IP must be declared to Intellectual Property Management Committee (IPMC) to be excluded from this IP policy.
- 2.3 Egerton University shall undertake protection of Intellectual Property only when first created, conceived and/or generated by its staff, students, and visitors in either single or joint undertakings.
- 2.4 Decisions of Egerton University to undertake protection of Intellectual Property shall primarily be determined on the criterion of likelihood of success and, secondly, on the ability to satisfy the requirements for protection.
- 2.5 All inventions, innovations and creative works emanating from the university staff, students and visitors shall be reported to the Director Research and Extension

3: Objectives of the Policy

- 3.1 To nature creativity, invention and innovations.
- 3.2 To protect the interests and rights of Egerton University and its staff, students and visitors contributing substantially to the creation of intellectual property.
- 3.3 To benefit commercially from Intellectual property rights for Egerton University and its staff, students, and visitors.
- 3.4 To create an optimal environment for research, development, and commercialization opportunities with public and private research partners.
- 3.5 To provide certainty in research pursuits and technology-based relationships with third parties.
- 3.6 To promote timely and efficient protection and management of intellectual property.
- 3.7 To ensure equitable sharing of commercial benefits that accrue from intellectual property.
- 3.8 To define obligations of all stakeholders involved in creation, management and use of the intellectual property.

4: Ethical Issues

Egerton University acknowledges the moral rights of its staff, students and visitors, namely the right of attribution, the right not to have authorship falsely attributed and the right of integrity, applying in respect of certain copyright subject matter.

5: Intellectual Property Management Committee

- 5.1 There shall be an Intellectual Property Management Office (IPMO) headed by an IP officer.
- 5.2 The responsibilities of the IPMO are to:
 - 5.2.1 Coordinate the implementation of this policy.
 - 5.2.2 Sensitize and create awareness to creators.
 - 5.2.3 IP contract management.
 - 5.2.5 To manage technology and innovations support centre (TISC)
 - 5.2.6 To coordinate capacity building activities.
- 5.3 Overall management of IP shall be vested in the intellectual Property

Management Committee (IPMC).

5.4 Members of IPMC shall be the Director (R & E) as the chair, three (3) Professors, with at least one with a registered IP, the Legal Officer, IP officer and the Deputy Registrar (R & E) as Secretary

5.5 The IPMC shall oversee the implementation of this policy with the following terms of reference:

5.5.1 Approve the necessary forms for IP disclosure, agreements, waivers, and compliance.

5.5.2 Advise the University on commercialization of innovations, inventions and other research outputs.

5.5.3 Determine the terms for ownership or control of IP.

5.4.4 Approve Technology marketing and IP contracts.

5.4.5 Approve IP costs and revenue distribution.

5.4.6 To monitor and oversee all IP related matters as documented in this policy

5.4.7 To receive, arbitrate and address any IP disputes.

6: Notification and Compliance

6.1 Staff, students, and visitors' compliance with the provisions of this Policy shall be determined by the Intellectual Property Management Committee (IPMC).

6.2 All staff, students and visitors are required to comply with the provisions of this Policy and shall sign the Egerton University Intellectual Property Policy Agreement document(s).

6.3 Staff, students, and visitors' already subject to terms of other intellectual property policy may negotiate appropriate waivers with the IPMC, which shall be made in a signed agreement.

7: Ownership of Intellectual Property

7.1 Egerton University shall co-own to Intellectual Property Rights with the creator(s) who include staff, students and visitors where:

7.1.1 The creator used resources and facilities of Egerton University.

7.1.2 The creator was/ is specifically hired or commissioned by Egerton University to produce such property.

7.1.3 The Intellectual Property of concern is a direct product of Egerton University collaborative project unless otherwise stated in the

contract.

7.1.4 The creator obtained the IP in the course of employment or contractual duties.

7.2 The creator shall assert the ownership of Intellectual Property Rights where:

7.2.1 Egerton University is unable to raise resources either internally or through collaborative activities required for registration in pursuing the protection of the property.

7.2.2 Egerton University is unable to raise resources either internally or through collaborative activities for the commercialization and exploitation of the property

7.3 Egerton University may allow full ownership to the creator(s) if she/he has demonstrated comparative advantage of maximizing profitable exploitation of the intellectual property.

7.4 Egerton University shall assert co-ownership of academic and research products created or developed with contribution or use of university resources for educational and research purposes subject to reserving to itself a non-exclusive, royalty free, perpetual, irrevocable world-wide license (including the right to sub-license) to use, reproduce, adapt, exploit, distribute, and broadcast.

7.5 Egerton University shall allow ownership of copyrightable works to the individual staff, students, and visitors to decide when, how, and in what form new knowledge should be disseminated in accordance with the contractual requirements.

7.6 Authorship shall be guided by the relevant clauses of the Publication Policy.

7.7 IP from Student's Research

Students participating in a research project shall sign an agreement with Egerton University before commencing the project, to the effect that they have read and will comply with the provisions of this Policy.

7.7.1 Student ownership. IP created by a student in the course of study at Egerton University (including theses, dissertations and other scholarly works) will be owned by the student. This is in contrast to IP created by a student in a research project, as per Article 7.7.2 below. The student must submit his/her final thesis or dissertation to Egerton University repository

7.7.2 Institution ownership. IP emanating from a Student’s Research project shall be owned by Egerton University in the following circumstances:

7.7.2.1 If the IP is created by making use of the University’s resources (excluding supervision) and there is no reimbursement agreement concluded between the University and the student; or

7.7.2.2 If the Research carried out by the student forms part of Egerton University Research projects.

7.7.3 IP emanating from Research Contracts. The terms of the Research Contract shall regulate the ownership of IP created by a Student in the course of such Research Contract.

7.7.4 Institution ownership responsibilities. Where Egerton University is the owner of IP created by a Student, in terms of Article 7.7.2 or Article 7.7.3, the university shall obtain a deed of assignment from the Student for all IPRs emanating from the Student’s Research Contract or Research project, where relevant, in return for revenue sharing as determined by IPMC

7.7.5. Bursaries/scholarships. An external party that grants a bursary or scholarship to a student may co-own the IP created by that Student in the course of his/her study at the University provided the Student and Egerton University have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable local, national or international law.

7.7.6 Student Owned IP. IPMO may, upon agreement, provide commercialization services to Students for their IP.

Option 1: In this event, Students may be required to assign their IP to the University and will be afforded the same rights and obligations as Staff Members under this Policy.

Option 2: In the absence of an assignment of the IP to the University, the Students and IPMO may agree on the specific commercialization services required,

7.7.7 A student who receives seed money through Egerton University research project to commercialize IP as part of his/her study shall pay back the money as per prior signed agreement.

8: Intellectual Property Donations

- 8.1 Egerton University through the Intellectual Property Management Committee (IPMC) may accept ownership or control of the Intellectual Property donated to her provided that:
- 8.1.1 There is no infringement upon any existing intellectual property.
 - 8.1.2 The intellectual property upon transfer shall be managed in accordance with this Policy.
 - 8.1.3 The donation is a charitable purpose.
 - 8.1.4 The donor shall not reclaim the donation, unless with prior mutual agreement.

9: Disclosure

- 9.1 Right of publication: The University encourages and supports the right of creators to decide if and when to publish their research results, in accordance with the Publication Policy.
- 9.2 Non-disclosure for IP protection.:In conjunction with the right of publication, creators should be aware that premature public disclosure may result in loss of IP protection rights¹. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to laid down procedures and shall consult IPMC before making any public disclosure of potential University IP, unless creator(s) opts for defensive publication if deemed necessary to preserve the property as a public good.
- 9.3 Disclosure of all innovations, inventions and creative works shall be made to the IPMC in a prescribed manner.
- 9.4 All invention a n d innovation disclosure must be prepared and submitted for each innovation or invention conceived or first introduced to practice under Egerton University contract.
- 9.5 **Trade Secrets.** Egerton University may designate certain confidential

¹ Patents provide protection for technical inventions but there are strict procedures and rules which must be followed. A patent cannot be granted if the invention has already been disclosed and so care must be taken to avoid premature disclosure before the patent application has been filed.

information as a Trade Secret, owned by the University. In that event, all creators shall be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by IPMC

10: Registration and Commercialization of Intellectual Property

10.1 The IPMC shall manage commercialization process in collaboration with the creators in accordance with principles of this policy and relevant legislations.

10.2 Egerton University shall have reserved rights of decision whether to proceed with, continue, or exit from commercialization process.

10.3 Creators may request a license to commercially develop as per Clause seven (7), inventions or innovations where such licensing would enhance the transfer of technology, is consistent with the obligations of Egerton University to third parties, and does not involve a conflict of interest.

10.4 IPMC shall decide, as soon as reasonably practicable, whether or not the University wishes to protect and/or commercialize the IP. IPMC shall use all reasonable efforts to notify the creator(s) of the University's' decision within no more than 90 days of formal receipt of the IP disclosure. IPMC shall also make a determination in relation to the validity of any claim made by a staff, student or visitor that they are the creator(s) of that IP and in relation to their rights under this Policy.

10.5 Within no more than 90 days IPMC shall notify the creator(s) of the decision of whether the University shall or shall not pursue IP protection and commercialization of their IP in writing to enable the creator to take up any formal steps to protect the IP as they so desire.

10.6 Egerton University reserves the right not to protect or commercialize IP that it owns after consultation with the creators if:

- 10.6.1. there is no reasonable prospect of commercial success;
- 10.6.2. it is not deemed to be in the best interest of the University;
- or
- 10.6.3. it is not deemed to be in the public interest.

- 10.7** If the creator elects to take assignment of the IP, Egerton University shall ensure that a deed of assignment is executed without delay.
- 10.8** In the event Egerton University decides not to pursue IP protection and/or commercialization, it shall take steps to return said IPRs to the creator(s), contingent on any other superseding contract rights of external party(ies)/sponsor(s).
- 10.9** Within 180 days of the decision to protect or commercialize IP, IPMC shall determine, with input from the creators, the most appropriate commercialization strategy.
- 10.10** Creators of IP which has been selected for IP protection and commercialization by the University must provide IPMC with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and commercialization of the IP.
- 10.11** Modes of IP Commercialization may include:
- 10.11.1 License, either exclusive or non-exclusive, and variations thereof (preference for licensing to small and medium sized companies or businesses)
 - 10.11.2 Assignment or sale of IP.
 - 10.11.3 Formation of a commercialization entity to which the IP is licensed or assigned in line with the terms of this Policy
 - 10.11.4 Non-profit use or donation
 - 10.11.5 Joint ventures
 - 10.11.6 Royalty free access on humanitarian or other grounds; or
 - 10.11.7 Various combinations of the above. The actual commercialization pathway shall be determined by the IPMC in consultation with the creator(s).
- 10.12** Regardless of the mode of IP commercialization, the transaction shall be executed in a contract which:
- 10.15.1 Protects the interests of the University, its staff, students and visitors
 - 10.15.2 Retains rights for the University to use the IP for educational and research purposes;
 - 10.15.3 Assures that the IP shall be utilized in a manner which will serve the public good;
 - 10.15.4 Assures that the IP shall be developed and brought to the marketplace as useful goods and services; and
 - 10.15.5 Prohibits the “shelving” or “mothballing” of the IP or its use in any illegal or unethical manner.

10.13 Funding of publications and accruing benefit for sharing (if any) shall be guided by the Publications Policy.

11: Traditional Knowledge, Genetic Resources and Folklore

This IPR Policy shall comply with the relevant National and international laws including the National Environmental Management and Coordination Act (1999) and the respective amendments, regulations and guidelines and the Nagoya Protocol in using and sharing benefits of traditional knowledge, genetic resources, and folklore in the development of innovations and creative works. This IPR Policy shall also comply with the Seed and Plant Varieties Act (1991) including subsequent amendments, regulations and guidelines.

12: Ethics and Confidentiality

12.1 Ethics and integrity in publishing shall be guided by the relevant clauses of the Publications Policy.

13: Documentation of IPs

13.1 All IPs within the university shall be documented by the IPO. The IPO shall maintain the register and ensure protection of the IP.

13.2 All trademarks in the university designed for products/creations shall be protected. All trademarks shall be registered with the IPO.

13.3 The use of name, trademark, service mark or logo of Egerton University or any combination thereof for any application or process whatsoever shall be restricted to the provisions of the Universities Act No 42 of 2012, this Policy, and the Egerton University Charter.

14: Conflict of Interest

14.1 Staff, students and visitors have a primary professional obligation to act in the best interests of Egerton University: they should avoid situations where extraneous conflicting interests could significantly and negatively affect their work ethic, study interest and research integrity.

14.2 It is the responsibility of all staff and visitors to ensure that their agreements with external parties are negotiated and do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with external parties. Each individual should make his/her duties and responsibilities clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.

14.3 Staff, students and visitors shall promptly report all potential and existing Conflict of Interest (COI) or Conflict of Commitment (COC) to the IPMC, in compliance with this policy. The IPMC shall be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned.

14.4 Any of the following factors may signify a conflict of interest in the implementation of this policy:

- 14.4.1** An adverse impact on the mandate and core functions of Egerton University.
 - 14.4.2** Undue influence on the employment commitment of the innovator, inventor, or author in terms of time or direction of effort.
 - 14.4.3** Potential conflict of interest as defined in the National Laws, and Egerton University policies.
- 14.5** Egerton University may demand that a staff, student, or visitor disqualifies himself/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:
- 14.5.1** Where staff, student or visitor has an external relationship with a company that itself has a financial interest in a university project; or
 - 14.5.2** Where the University official serves on a board of a company that has financial transactions with the University; or
 - 14.5.3** Where staff, student or research partner has equity holding or royalty expectations that could influence the decision; or
 - 14.5.4** Where staff, student or visitor of the University is an interested party and by virtue of position held is likely to influence the decision.

15: Dispute Resolution

15.1 Any arising disputes concerning Intellectual Property shall be referred to the IPMC for resolution and in the event of any party being dissatisfied with the decision, a right of appeal to the University Management Board (UMB) and then the University Council shall be observed.

15.2 Disputes not resolved by the University Council shall be subject to arbitration rules of the Laws of Kenya on Intellectual Property Rights.

15.3 The parties are at liberty to seek mediation at any point of the process of dispute resolution in consultation with the IPMC.

16: Implementation

16.1 This policy shall be interpreted in accordance with all applicable national laws, including the universities Act No.42 of 2012 and Egerton University charter, statutes and policies.

16.2 This policy is operationalized under the Division of Research and extension.

17: Citation

This Policy shall be cited as the Egerton University Intellectual Property Rights Policy No. **EU/RE/POL/01D** of 2022.

18: Policy Review

This Policy shall be reviewed after every five (5) years or earlier as deemed necessary.

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