



JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY

INTELLECTUAL PROPERTY RIGHTS POLICY

JULY 2024

Intellectual Property Rights Policy

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Intellectual Property Rights Policy 2024

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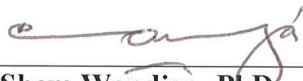
Signed



Prof. Emily Achieng' Akuno, PhD, OGW.
Vice Chancellor

Date

24.01.2025



Prof. Shem Wandiga, PhD.
Chairman of Council

Date

25/01/2025

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DEFINITIONS

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

Citation: A way of giving credit to individuals for their creative and intellectual works that are utilized to support research. Citation is a reference to a published source. It gives the readers the information necessary to trace that source;

Citation Styles: Standardised formats for citing and referencing sources in academic writing;

Copyright: Legal right that gives the creator or owner of a creative work exclusive control over its use, duplication and distribution as soon as an author fixes the work in a tangible work of expression;

Commercialization: The process through which any University Intellectual Property asset may be adapted or used for any purpose resulting in individual and/or corporate benefit;

Equity: Intellectual property owned by, subject to ownership by, licenced to or subject to a license to a specific entity or group of entities;

Intellectual Property: Inventions, copyrightable works, tangible research property and intangible cultural property;

Inventions: New, useful, and non-obvious ideas that result in new products, devices and processes;

Innovation: New or original or improved product or process;

Innovator: A person who introduces new ideas, products, devices or processes;

Invention Disclosure: Formal document or report that describes a new invention;

Patent: An exclusive right granted for an invention, a product, a device or process;

Plagiarism: Reproduction of an original work or part of without acknowledgement or express permission from the author;

Trade mark: Any registered 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;

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University Resources: Human capital, Physical infrastructure, software, Funds, Time, name and logo

LIST OF ABBREVIATION AND ACRONYMS

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

ASAR	Academic, Student Affairs and Research
CDA	Confidential Disclosure Agreement
CRA	Collaborative Research Agreements
DRIE	Directorate of Research, Innovation and Extension
DVC	Deputy Vice-Chancellor
ERC	Ethics Review Committee
IA	Industrial Advisory Sub-Committee
IDF	Innovator Disclosure Form
IP	Intellectual Property
IPC	Intellectual Property Committee
IPR	Intellectual Property Rights
JOUST	Jaramogi Oginga Odinga University of Science and Technology
KIPI	Kenya Industrial Property Institute
LAA	Licensing Arrangements/ Agreements
MTA	Material Transfer Agreement
PAF	Planning, Administration and Finance
R&D	Research and Development
RIE	Research, Innovation and Extension
RPPC	Research, Publication and Press Committee
SCCR	Standing Committee for Copyright and Related Rights
TTO	Technology Transfer Office
VC	Vice-Chancellor
WIPO	World Intellectual Property Organization

1.0 INTRODUCTION

Jaramogi Oginga Odinga University of Science and Technology recognises and encourages efforts from its staff and students, both individually and through collaborative entities that lead to the generation of new knowledge. Subsequently, the University will be responsible for protecting the knowledge and facilitating reasonable and appropriate sharing of revenue in the event these creations have commercial value. The University therefore is obligated to protect intellectual property emerging from research funded from all sources by the prompt filing of appropriate patent applications. Any discoveries or inventions which result from research work carried out under the University 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.

JOOUST acknowledges that the creation, discovery and dissemination of knowledge is key to achieving its mission. JOOUST therefore recognises and encourages its staff and students to pursue academic and research integrity to generate and publish new knowledge. Consequently, JOOUST shall be responsible for ensuring that the work of staff, students and collaborators does not infringe on any local or international copyright laws.

1.1 Vision

The beacon of excellence in University Education.

1.2 Mission Statement

To provide quality education that nurtures creativity and innovation through integrated training, research and community outreach for sustainable development.

1.3 Philosophy

A holistic scholarship service to humanity through wisdom, science and technology

1.4 Core Value

- Customer focus
- Impartiality
- Professionalism
- Responsiveness
- Integrity
- Meritocracy

1.5 Motto

Oasis of Knowledge.

2.0 THE POLICY

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

2.1 Purpose of the Policy

The purpose of this Intellectual Property Rights and Copyright Policy is to establish guidelines and rules regarding the creation, ownership, protection, and use of Intellectual Property created by staff and students to maximize the value of the assets.

2.2 Policy Statement

The university is committed to managing and leveraging intellectual assets, protecting the organization's interests, and fostering a culture of innovation and respect for intellectual property rights.

2.3 Objectives

The objectives of this policy are to:

- i) Promote creativity and innovation.
- ii) Protect the Intellectual Property rights (IPR) of the University, its creators, innovators, inventors, collaborators, research sponsors and the public;
- iii) Ensure fair and equitable distribution of all benefits accruing from all innovations and creations
- iv) Eliminate the infringement, improper exploitation and abuse of intellectual assets
- v) Optimize the environment and incentives for research and creation of new knowledge; and
- vi) Promote linkages with industry and stimulate research through the utilization of technologies and creative works.

2.4 Scope of the Policy

This policy shall apply to patents, trademarks, copyrights trade secrets, industrial designs and other forms of IP. It shall apply to employees, contractors, collaborators and other third parties. The policy outlines measures for the protection and security, safeguarding confidential information, and minimizing the risk of unauthorised use or disclosure. Any dispute resulting from this policy shall be addressed using alternative dispute resolution mechanisms.

2.5 Guiding principles

2.5.1 Ownership of Intellectual Property

- i) Innovations and inventions made within the employment or studentship using University resources shall be the property of the University or its designee.
- ii) The university shall attribute credit to creators of intellectual property and acknowledge their contribution and authorship
- iii) Innovations or inventions made without using University resources shall belong solely to the innovator or invention

2.5.2 Protection and Security

The University shall implement detailed measures to protect Intellectual Property rights and copyrights such as confidentiality protocols, access controls and encryption.

2.5.3 Waiver of University Rights

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.

2.5.4 Publication and Confidentiality

The University shall encourage the dissemination of research results while ensuring adequate and timely protection of the rights to such property.

2.5.5 Disclosure of Intellectual Property

When it first becomes apparent that an innovation or invention, discovery or technical development has been made, the innovator or inventor shall immediately notify the University in line with the IP Disclosure Guidelines and Procedures.

2.5.6 Intellectual Property Agreements

For purposes of this policy, the following shall apply:

2.5.6.1 Material Transfer Agreements (MTA)

- i) 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 according to the MTA (Annex 1).
- ii) MTAs shall specify and include:
 - a) Identification of the material, clearly describing the material being transferred.
 - b) Purpose of the transfer by specifying the research or use for which the material is provided.
 - c) Rights and obligations by outlining the rights to use the material, any limitations, and obligations like reporting or publication requirements.
 - d) Intellectual property ownership of the material, derivatives, and any resulting inventions or patents.

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- e) Confidentiality, including provisions to protect proprietary information.
- f) Liability and warranties, defining the extent of liability and any warranties provided by the material provider.

2.5.6.2 Confidential Disclosure Agreements (CDA)

Any person accessing proprietary information must sign a 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.

2.5.6.3 Sponsored and Collaborative Research Agreements (SCRA)

All the IPRs arising from sponsored and collaborative research shall be handled according to SCRA.

2.5.6.4 Licensing Arrangements/Agreements (LA)

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

2.5.7 Penalties for Infringement of Copyright Laws

The penalties for infringement of copyright laws shall be guided by the laws of Kenya and common law.

3.0 EQUITY

The University may accept equity in lieu of full or partial payment of royalties in addition to monetary considered for intellectual property in a company pursuant to the provision of this policy;

4.0 ROYALTY DISTRIBUTION

This policy provides for the distribution of revenues both from net cash royalties and equity shares resulting from intellectual property agreements as follows:

University	Innovators
60%	40%

5.0 MONITORING AND EVALUATION

The policy shall continually be monitored and evaluated for its effectiveness, performance and relevance.

6.0 AMENDMENTS AND REVIEW

Any amendments to this policy shall be approved by the University Council. The policy shall be reviewed every three (3) years or as and when the need arises.

7.0 REFERENCES

1. Constitution of Kenya 2010
2. Universities Act 2012
3. JOOUST Charter 2013
4. JOOUST Revised Statutes 2024
5. JOOUST Strategic Plan 2023 – 2027
6. Monitoring and Evaluation Policy Framework, United Nations Institute for Training and Research
7. JOOUST Procedure for Administration of Research and Grants
8. Research and Development Policy 2024
9. Intellectual Property Laws of Kenya
10. Copyright Act 2001
11. Trademarks Act 2001
12. Protection of Traditional Knowledge and Cultural Expressions Act, 2016

ANNEX 1: MATERIAL TRANSFER AGREEMENT (MTA) SAMPLE

Material Transfer Agreement

The University shall, under the Intellectual Property Rights Policy 2024, authorize the transfer of Intellectual Property to partners, collaborators, development partners, legal entities and private establishments upon request as follows:

In response to the **[insert name of requesting organization]** (hereinafter called Recipient) request for material **[insert description]** to be used for the purpose of [insert description of activity], the responsible research unit/project **[insert name of science centre or office]**, (hereinafter called Provider) asks that the Recipient and the Recipient Scientist agree to the following terms before the Recipient receives the material:

- i) The above material is the property of the Provider and is being made available as a service to the research community. The material is being transferred to the Provider for a period of 1 year, unless the term is extended by written agreement of both parties.
- ii) The Recipient agrees that the Provider retains ownership of the material, including any material contained or incorporated in modifications, progeny, or unmodified derivatives.
- iii) For purposes of this agreement, the following definitions apply:
 - a) Material includes any original material transferred by the Provider and its progeny and unmodified derivatives.
 - b) Modification in a biological situation means a change in a living organism acquired from its own activity or environment and not transferred to its descendants.
 - c) Modification in physical situation means a change in structure, appearance or utility acquired using the physical material and not originally transferred to the recipient
 - d) Progeny shall mean modified and unmodified descendants of the original material, such as a virus, cell from cell, or organism from organism.
 - e) Unmodified derivatives shall mean created substances which constitute an unmodified functional subunit or product expressed by the original material. Some examples include subclones of unmodified cell lines, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

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iv) The Recipient also agrees to the following:

- a) This material is not for use in human subjects unless proper authorization is obtained, and evidence deposited with the University
- b) This material will be used internally for: i) collaborative or joint research projects; ii) academic purposes for educational research; iii) commercial R&D for product development; iv) scientific advancement, to further scientific knowledge without immediate commercial application.

FOR: PROVIDER RESPONSIBLE ACADEMIC/RESEARCH UNIT

Signature: _____

Title: _____

_____ **Date**

FOR: RECIPIENT ACADEMIC/RESEARCH UNIT

Signature: _____

Title: _____

_____ **Date**

FOR: RECIPIENT OF INTELLECTUAL MATERIAL REPRESENTATIVE

Signature: _____
REPRESENTATIVE

_____ **Date**

FOR: PROVIDER OF INTELLECTUAL MATERIAL REPRESENTATIVE

Signature: _____
VICE CHANCELLOR

_____ **Date**

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