

INTELLECTUAL PROPERTY AND NON-COMPETITION AGREEMENT

This **INTELLECTUAL PROPERTY AND NON-COMPETITION AGREEMENT** (this “**Agreement**”) is entered into effective for all purposes as of2020 by (the “Participant”) in favor of Strathmore University (the “University”).

In consideration of and as a condition to the Participation of the Participant in the University’s Ventures program, the Participant hereby agrees as follows:

1. Confidentiality

At all times, the Participant shall keep confidential except as the University may otherwise consent to in writing, and not disclose, or make any use of except for the benefit of the University, at any time either during or subsequent to them being a Participant in the University’s ventures program, any trade secrets, confidential information, knowledge, data or other information of the University relating to products, processes, know-how, intellectual property, technical data, designs, formulas, test data, customer lists, business plans, marketing and business plans and strategies, and pricing strategies or other subject matter pertaining to any business of the University or any of its partners, customers, consultants, licensors, licensees or affiliates (collectively, the “**Confidential Information**”). The Participant shall not deliver, reproduce, or in any way allow any such Confidential Information to be delivered to or used by any third parties for any purpose (including, without limitation, any purpose harmful to or competitive with the interests of the University) without the specific direction or consent of a duly authorized representative of the University.

2. Assignment of Inventions and all Rights

The Participant hereby assigns and transfers to the University, on a perpetual, worldwide and royalty-free basis, the Participant’s entire right, title and interest in and to all inventions. As used in this agreement, the term “**Inventions**” shall mean all intellectual property, ideas, improvements, innovations, designs, discoveries, developments, drawings, notes, documents, information and/or materials, whether or not patentable and whether or not reduced to practice, made or conceived by the Participant (whether made solely by the Participant or jointly with others) which: (i) occur or are conceived during the period in which Participant is involved in the University’s Ventures program and (ii) which relate in any manner to products, processes, know-how, intellectual property, technical data, designs, formulas, test data, customer lists, business plans, marketing and business plans and strategies, and pricing strategies or other subject matter.

The Participant will execute, acknowledge and deliver to the University or its nominee upon request and at the University’s expense all such documents in respect of inventions, including applications for patents and copyrights and assignments of all Inventions, patents and copyrights to be issued therefore, as the University may determine necessary or desirable to apply for and obtain letters patent and copyrights on all inventions submitted by the Participant in the University Ventures program.

3. Trade Secrets of Others

The Participant represents that he/she will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by the Participant in confidence or in trust, and the Participant will not disclose to the University, or induce the University to use, any confidential or proprietary information or material belonging to any other person or entity. The Participant will also not enter into any agreement, either written or oral, in conflict herewith.

4. Damages and Relief for Breach by the Participant

The Participant agrees that this Agreement is important to and gravely affects the effective and successful conduct of Education, Research, Business and Consultancy of the University and its agents or affiliates, and it affects its reputation and good will, and is necessary to protect the legitimate business interests of the University or its agents and affiliates. The Participant recognizes and agrees that the University will suffer irreparable injury in the event of the Participant's breach of any covenant or agreement contained herein and cannot be compensated by only monetary damages. The Participant therefore agrees that the University, in addition to and without limiting any other remedies or rights that it may have, either under this Agreement or otherwise, shall have the right to obtain injunctive relief, both temporary and permanent, against the Participant from any court of competent jurisdiction. The Participant agrees to pay the University's reasonable legal fees and costs for enforcement of this Agreement, upon the breach of this agreement by the Participant.

5. Modification.

This Agreement may not be changed, modified, discharged or otherwise amended, in whole or in part, except by an instrument in writing, signed by the Participant and by the University. Any subsequent change or changes in the relationship between the University and the Participant shall not affect the validity or scope of this Agreement.

6. Reasonable Terms

The Participant acknowledges and agrees that the restrictive covenants contained in this Agreement have been reviewed by the Participant and that such covenants are reasonable in all of the circumstances for the protection of the legitimate business interests of the University and its agents or affiliates.

7. Governing Law and Dispute Resolution

This agreement shall be governed by, construed and enforced in accordance with the laws of the Republic of Kenya.

If a dispute, controversy or claim arises out of or relates to this agreement or the breach thereof and if the dispute cannot be settled through good faith negotiation within 21 days of an offer by

one party to negotiate a settlement, the parties agree to attempt to settle the dispute by mediation in accordance with any duly accredited Mediation Service Provider. No party may commence any court proceedings or arbitration in relation to such dispute until they have attempted to settle by mediation and that mediation has terminated.

If the dispute has not been settled pursuant to the mediation within 21 days from when the mediation was instituted, upon filing of a Request for Arbitration by any one party, it shall be referred to and finally determined by arbitration in accordance with the Kenya Arbitration Act 1995 and the Rules of the Kenya branch of the Chartered Institute of Arbitrators which Rules are deemed to be incorporated by reference to this clause.

For Strathmore University

By the Participant:

by the Deputy Vice Chancellor

(Name)

(Name)

Signature

Signature

Date

Date