

THE UNIVERSITY OF KWAZULU-NATAL

FORM IP2

INTELLECTUAL PROPERTY AND PROPRIETARY INFORMATION AGREEMENT

Entered into by and between

THE UNIVERSITY OF KWAZULU-NATAL

(“UKZN”)

a higher education institution and a juristic person in terms of the Higher Education Act 101 of 1997, as amended

represented herein by **PROF** in his capacity as **ACTING DEPUTY VICE-CHANCELLOR: RESEARCH**, duly authorized,

and

Full Name as per Identity Document (hereinafter “IP Creator”/“I”/“my”)			
Title		UKZN Staff/Student No.	
E-mail address:			
UKZN Tel. Ext.:		Cellphone:	
Faculty, School and Department			

All information above must be completed in full before returning to UKZN InQubate.

This agreement is made in consideration of the following:

- my continuing or anticipated employment at the University of KwaZulu-Natal (UKZN); and/or
- my performance of research at UKZN; and /or
- opportunities made or to be made available to me to make significant use of UKZN administered funds and/or UKZN facilities; and/or
- opportunities to share in royalties and other inventor/author rights outlined in the UKZN Intellectual Property Policy.

In exchange for the consideration listed above, I agree to each of the following:

1. To disclose to UKZN promptly (within 90 days of its identification and before it is made public) all intellectual property, including inventions, designs, copyrightable materials, trade marks, domain names, computer software, semiconductor mask works, plant breeders' rights and tangible research property (“Intellectual Property”) conceived, invented, authored, or reduced to practice by me, either solely or jointly with others, which:
 - a. has been developed in the course of or pursuant to a sponsored research or other agreement in which I was or am a participant as defined in Part 2 of UKZN's Intellectual Property Policy; and/or

- b. results from the significant use of UKZN administered funds or UKZN facilities as defined in Paragraph 2.1.2. in the UKZN Intellectual Property Policy; and/or
- c. results from a “work for hire” funded by UKZN as defined in Paragraph 2.1.4. of the UKZN Intellectual Property Policy; and/or
- d. emanates from publicly financed research and development as contemplated in the *Intellectual Property Rights from Publicly Financed Research and Development Act* No. 51 of 2008;

and I hereby confirm assignment of all such Intellectual Property, as well as my rights in and to such property, to UKZN in accordance with my employment contract subject to the understanding that I shall share in the benefits of any commercialization of such property and/or rights, such benefit sharing to be arranged in accordance with UKZN's Intellectual Property Policy and legal requirements existing as at the date of my signature of this Agreement.

- 2. To execute all necessary papers and otherwise provide proper assistance, promptly upon UKZN's request and at UKZN's expense, during and subsequent to the period of my UKZN affiliation, to enable UKZN to obtain, maintain, and/or enforce for itself or its nominees, patents, registered designs, trade marks, copyrights, domain names, plant breeders' rights or other legal protection for such Intellectual Property.
- 3. To prepare and maintain for UKZN adequate and current written records of all such UKZN Intellectual Property together with proposed routes for exploitation thereof, commercial or otherwise, and frameworks for compensation of UKZN and the relevant IP Creators.
- 4. To deliver promptly to UKZN when I leave UKZN for whatever reason, and at any other time as UKZN may request, copies of all written records referred to in Paragraph 3 above as well as all related memoranda, notes, records, schedules, plans or other documents, and Tangible Research Property made by, compiled by, delivered to, or manufactured, used, developed or investigated by UKZN, which will at all times be the property of UKZN.
- 5. Not to disclose to UKZN or use in my work at UKZN (unless otherwise agreed in writing with UKZN):
 - a. any proprietary information of any of my prior employers or of any third party, such information to include, without limitation, any trade secrets or confidential information with respect to the business, work or investigations of such prior employer or other third party; or
 - b. any ideas, writings, or Intellectual Property of my own which are not included in

Paragraph 1 above within the scope of this Agreement (please note that inventions previously conceived, even though a patent application has been filed or a patent issued, are subject to this Agreement if they are actually first reduced to practice under the circumstances included in Paragraph 1 above).

6. That the ownership of the full copyright in any treatise, dissertation and/or thesis created by me, relating to any degree conferred by UKZN (whether undergraduate or postgraduate), vests in UKZN if any of the Fundamental Ownership Rules of Paragraph 2.1.1 of UKZN's Intellectual Property Policy is satisfied, and that in circumstances where the Fundamental Ownership Rules of Paragraph 2.1.1 are not satisfied, ownership of limited pre-publication copyright rights shall vest in UKZN by virtue of the fact that UKZN has conferred the degree giving rise to the treatise, dissertation or thesis. In such circumstances, I hereby grant to UKZN a perpetual, non-exclusive, royalty-free license (i.e. permission) to digitize, reproduce, share, disseminate and/or publicly distribute copies of my treatise, dissertation or thesis for research and study purposes only. Such license shall be understood to take effect immediately and automatically upon creation of said treatise, dissertation or thesis; however, if UKZN requests a written document recording the license, I agree to do all things necessary to give effect to such document and UKZN shall bear the costs of such written license document.
7. In the event that my whereabouts cannot be traced and authorization is required to include the whole or part of a treatise, dissertation or thesis created by me in a publication by any other person, and/or subsequently to reproduce it, I hereby agree that the IP Steering Committee of UKZN may, in Consultation with the UKZN Copyright Office, and on condition that it has been shown evidence of reasonable attempts to trace me and to make provision for remuneration of me, and provided further that it has considered all relevant factors, including my moral rights, make an assessment and recommendation regarding the requested inclusion and subsequent publication of the treatise, dissertation or thesis; and I hereby agree to abide by said recommendation.
8. I undertake to forward master copies and electronic copies of all treatises, dissertations and/or theses created by me to UKZN Libraries by the date, in the numbers and in the format stipulated by UKZN Libraries in their policies as at the time of creation of the treatise, dissertation or thesis concerned.
9. I agree that any software code, patentable subject matter and/or other underlying intellectual property contained in or referenced by any treatise, dissertation or thesis

created by me is owned by UKZN subject to the Fundamental Ownership Rules of UKZN's Intellectual Property Policy.

This Agreement replaces all previous agreements relating in whole or in part to the same or similar matters that I may have entered into with UKZN. It may not be modified or terminated, in whole or in part, except by agreement in writing signed by an authorised representative of UKZN. Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators or other legal representatives or assignees.

I represent that, except as identified on pages attached hereto, I have no agreements with or obligations to others in conflict with the foregoing.

Signature: IP Creator

Print name _____

SIGNED AT on this.....day of.....20....

FOR THE UNIVERSITY OF KWAZULU-NATAL

Print name _____

SIGNED AT WESTVILLE on this.....day of.....20....

Please return to: UKZN InQubate, Room 200 Innovation Centre, University of KwaZulu-Natal Howard College, Gate 9 Rick Turner Road, Durban or email cebekhulum1@ukzn.ac.za.