**INTELLECTUAL PROPERTY AGREEMENT TEMPLATE**

**[Your Company Name]** [Your Company Address] [City, Country, Postal Code] [Date]

**[Counterparty's Name]** [Counterparty's Address] [City, Country, Postal Code]

# **INTELLECTUAL PROPERTY AGREEMENT**

This Intellectual Property Agreement ("Agreement") is made and entered into on [Date], by and between [Your Company Name], a [Company type] incorporated under the laws of Kenya, with its principal place of business at [Address] ("Company"), and [Counterparty's Name], a [Company type] incorporated under the laws of [Country], with its principal place of business at [Address] ("Counterparty").

## **1. DEFINITIONS**

1.1 **Background Intellectual Property ("Background IP"):** Any intellectual property owned or licensed by either party before the effective date of this Agreement.

1.2 **Foreground Intellectual Property ("Foreground IP"):** Any intellectual property jointly developed or arising from the collaboration under this Agreement.

1.3 **Collaboration:** The joint efforts of the parties to [Describe the collaboration objective].

1.4 **Territory:** [Define the geographic territory for any license grants].

1.5 **Confidential Information:** Any non-public information disclosed by one party to the other under this Agreement.

## **2. INTELLECTUAL PROPERTY RIGHTS**

2.1 **Ownership of Background IP:** Each party retains sole ownership of its Background IP.

2.2 **Ownership of Foreground IP:** Unless otherwise agreed in writing, Foreground IP shall be jointly owned by the parties, with each party having an undivided [Specify percentage] ownership interest.

## **3. COLLABORATION AND DEVELOPMENT**

3.1 **Joint Efforts:** The parties agree to collaborate in good faith to achieve the Collaboration.

3.2 **Ownership of Inventions:** All Inventions made by either party during the Collaboration shall be deemed Foreground IP.

3.3 **Record Keeping:** Both parties shall keep accurate records of their contributions to the Collaboration.

## **4. CONFIDENTIALITY**

4.1 **Non-Disclosure:** Each party agrees not to disclose Confidential Information to any third party without the prior written consent of the other party.

4.2 **Exceptions:** Disclosure is permitted if required by law, to professional advisors, or for the purpose of the Collaboration.

4.3 **Confidentiality Obligations:** Each party shall take reasonable precautions to protect Confidential Information from unauthorized disclosure.

## **5. LICENSE GRANT**

5.1 **Grant:** Each party grants to the other a non-exclusive, royalty-free, worldwide license to use the Background IP solely for the purpose of the Collaboration.

5.2 **Grant for Foreground IP:** Each party grants to the other a non-exclusive, royalty-free, worldwide license to use the jointly owned Foreground IP for [Specify purpose].

5.3 **Limitations:** Any use of the IP beyond the agreed-upon scope requires written consent.

## **6. TERM AND TERMINATION**

6.1 **Term:** This Agreement shall commence on [Start Date] and continue for [Term duration] unless terminated earlier as provided herein.

6.2 **Termination:** This Agreement may be terminated by either party upon written notice for breach, insolvency, or other material event.

6.3 **Survival of Obligations:** Certain provisions, including confidentiality obligations and ownership of IP, shall survive the termination of this Agreement.

## **7. DISPUTE RESOLUTION**

7.1 **Negotiation:** Any dispute arising out of this Agreement shall be first attempted to be resolved by good faith negotiation.

7.2 **Arbitration:** If negotiation fails, any dispute shall be settled by binding arbitration in accordance with the Arbitration Rules of the [Arbitration Institution] in Kenya.

## **8. GOVERNING LAW AND JURISDICTION**

8.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Kenya.

8.2 **Jurisdiction:** The courts of Kenya shall have exclusive jurisdiction over all disputes arising out of this Agreement.

## **9. ENTIRE AGREEMENT**

9.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

## **10. NOTICES**

10.1 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by reputable overnight courier, addressed as follows:

**[Company Information]**

**[Counterparty Information]**

## **11.SEVERABILITY**

11.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect. If, however, the deletion of such provision would result in a material change to this Agreement, the parties shall, within [Number] days of such determination, meet and negotiate in good faith to amend this Agreement so as, as nearly as possible, to give effect to the intent of the parties and to achieve the results hereof.

**IN WITNESS WHEREOF,** the parties hereto have executed this Intellectual Property Agreement as of the date first written above.

**[Company]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name] [Title]

**[Counterparty]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name] [Title]

**WITNESSES (OPTIONAL):**

**WITNESS AS TO EXECUTION BY [COMPANY]:**

[Name] [Address]

**WITNESS AS TO EXECUTION BY [COUNTERPARTY]:**

[Name] [Address]

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_