



KENYA COFFEE SCHOOL

TRAINING ALL MATTERS COFFEE

CONFIDENTIALITY • INTELLECTUAL PROPERTY • DIGITAL ACCESS
POST-ENGAGEMENT NON-USE UNDERTAKING

Parties. This Undertaking applies to every Kenya Coffee School (“KCS”) Tutor, Trainer, Administrator, Digital Platform Administrator, Moderator, Contractor, Consultant, Volunteer or other person given access to KCS systems or materials (“Authorized Person”), whether the engagement is written, verbal, paid or unpaid. It is incorporated into the terms of engagement and survives the cessation, termination or expiry of that engagement.

1. CONFIDENTIALITY & OWNERSHIP

All KCS training manuals, lesson plans, curricula, assessments, examination materials, notes, photographs, videos, graphics, presentations, student materials, databases, digital content, platform content, passwords, links, group/channel information, branding and other KCS-created or KCS-controlled materials are confidential and/or protected intellectual property. No Authorized Person acquires a licence, ownership right or continuing permission to copy, publish, teach from, sell, upload, reproduce, adapt, distribute or commercially exploit them outside authorized KCS activities.

2. STRICT POST-ENGAGEMENT RESTRICTION

Immediately when the engagement ceases, the Authorized Person shall stop representing or implying that they are a KCS representative, Tutor, Trainer, Administrator or affiliate; stop using KCS names, logos, photographs, certificates, manuals, course materials and digital footprints; and shall not use KCS materials to deliver Barista, Specialty Coffee, Mixology or any other training outside KCS without express written authorization from KCS.

3. DIGITAL ACCESS & HANDOVER

On or before the final day of engagement, all KCS admin rights and credentials must be handed over to the KCS Super Admin/Director, including rights to WhatsApp/Telegram groups, Facebook/Instagram/TikTok/ LinkedIn pages, websites, learning platforms, email accounts, cloud storage, student databases, channels, repositories and other digital assets. Former Authorized Persons shall not retain, reset, share, transfer or use KCS credentials or access after handover.

4. NO DISTRIBUTION / NO IMPERSONATION

Unauthorized forwarding, screenshots, downloads, copying, resale, publication, re-uploading, training use, or distribution of KCS materials is prohibited. Any representation that a former Authorized Person is still acting for, certifying for, teaching for, administering, or officially speaking for KCS may constitute impersonation or other unlawful conduct, depending on the facts.

5. BREACH, CEASE & DESIST AND LEGAL ACTION

KCS may issue an immediate cease-and-desist demand and seek urgent injunctive relief, damages, an account of profits/reasonable royalty, delivery-up or destruction of infringing copies, and recovery of other remedies and legal costs available under applicable law. Where conduct also constitutes a criminal offence—such as unauthorized access or unlawful electronic impersonation—KCS may report the matter to the relevant authorities and pursue all lawful remedies. Nothing in this Undertaking limits any rights KCS has under Kenyan law or a separate employment/contractual agreement.

6. RETURN / DELETION

Upon cessation, all KCS physical and digital materials must be returned, transferred or securely deleted as directed by KCS, subject to any lawful record-retention requirement. The Authorized Person shall not retain copies for personal portfolios, private classes, commercial training, social media or any other unauthorized purpose.

LEGAL WARNING: Breach may expose the responsible person to contractual and civil proceedings. Under Kenya's Copyright Act, infringement remedies can include injunctions, damages, accounts and delivery-up of infringing articles. Under the Computer Misuse and Cybercrimes Act, unauthorized access and electronic identity theft/impersonation can attract criminal penalties where the statutory elements are met. Statutory penalties are subject to the law in force at the time of the offence.

ACCEPTANCE: I confirm that I have read, understood and agree to comply with this Undertaking, including the confidentiality, intellectual-property, digital-access, handover and post-engagement restrictions. I understand that authorization must be in writing from the KCS Super Admin/Director.

AUTHORIZED PERSON / TUTOR / TRAINER	KCS SUPER ADMIN / DIRECTOR
Full Name: _____	Full Name: _____
Role: _____	Signature: _____
Signature: _____	Date: _____
Date: _____	KCS Official Stamp (if applicable): _____

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