

Appendix 13 Intellectual Property Rights: Code of Practice

Section A: Intellectual Property Policy

1. Preamble

Ulster University's vision is to be a university with a national and international reputation for excellence, innovation and regional engagement. Staff and students contribute significantly to local and global economic, social and cultural development, through the creation of knowledge and research outputs in the form of Intellectual Property (IP). The University has established this policy to provide professional guidance and support in relation to the protection of IP supported by public or industry sponsored funds with the potential for impact or exploitation. The policy provides a beneficial governance framework for IP management and its commercial exploitation as well as establishing an optimal environment to draw out the value of research outputs. The University encourages all staff and students to engage and contribute in this activity.

Benefits to staff and students who engage in this process include recognition and safeguarding of life-changing discoveries, progression of the University's impact agenda, career development; attraction of industry and sponsored research support; generation of licensing revenue to support further research and development; enhancement the University's reputation and for personal financial gain through University's revenue sharing provisions.

2. Policy Statement

In accordance with the law, the University owns 100% of the intellectual property (IP) created during the performance of the contracted duties of all employees, or assigned to the University by students or other individuals, except where otherwise defined within this policy. The Patents Act 1977 (as amended), the Copyright, Designs and Patents Act 1988, the Registered Designs Act 1949, Regulation on Community Designs (6/2002/EC) and the Copyright and Rights in Databases Regulations 1997 (SI 1997/3032) are several pieces of legislation that, together, also make it clear that IP generated by an employee during the course of his/her normal duties belong to his/her employer. The University will undertake to protect commercially important IP and seek its commercial exploitation for the benefit of the region, the University and its staff and students. Net proceeds from commercialisation will be distributed between the inventor/creator(s) and the University on a fair and equitable basis. This policy is reflective of and designed to help deliver on the core strategic aims of the University's Corporate Plan.

The policy should be read in conjunction with the University's Regulations, Copyright Policy and the Innovator's Handbook. University employees should also refer to their individual Contract of Employment. Staff and students should also refer to the terms and conditions of any agreements or contracts with external sponsors of their research.

This policy constitutes an understanding, which is binding on the University and on the staff and students upon whom it is effective, as a condition for participating in activities of the University or for the use of University funds or facilities. R&I is responsible for the implementation of this policy. Overall responsibility is vested in the Pro Vice Chancellor (Research and Impact).

This policy will be effective from 9th November 2016 ("Effective Date") in place of and superseding all previous versions. It will apply to all IP disclosed to the University on or after the Effective Date, unless otherwise agreed by the University and the inventors/creators of the IP intellectual property.

Further details are available on the R&I website (see <http://oi.ulster.ac.uk/>) and in the Innovator's Handbook (<http://oi.ulster.ac.uk/innovator/index.html>).

3. Definitions

Certain terms are used in this document with specific meanings, as defined in this section. These definitions do not necessarily conform to customary usage.

Affiliate means any other individual who has formal links with the University including, inter alia, a visiting or honorary academic, a visiting postgraduate student or an academic on sabbatical.

Assignment means the transfer of Intellectual Property rights held by one party (the Assignor) to another party (the Assignee).

Consultant means an individual outside of the University who is contracted by the University to carry out professional work.

Department of Research and Impact is a Department of Ulster University which has responsibility for the University's commercial development, liaison with business, knowledge transfer with industry, identifies and protects intellectual assets and explores routes for commercialization of intellectual property capital arising from the University's knowledge and technology base.

Impact means an effect on, change or benefit to the economy, society, culture, public policy or services, health, the environment or quality of life, beyond academia. (REF2014).

Innovation Ulster Limited is the legal entity wholly owned by the University which has responsibility for the management of consultancy, investments, equity holdings and license agreements that relate to start-up businesses and technology transfers.

Intellectual Property (IP) means patents, rights to inventions, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), copyright and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Intellectual Property Rights (IPR) refer to specific legal rights which protect the owners of IP from others using it without permission. They can be subdivided into four main categories: patents, copyright, design rights and trade marks rights.

- **Patents** protect any new and inventive product, device, composition or process for up to 20 years from filing a complete patent application. To be patentable, the subject matter must be new, have an inventive step and be capable of use in industry. It must also have "technical character" meaning it must solve a particular technical problem. In Europe and the UK, there are some exclusions from patentability such as ideas, theories, discoveries, thoughts, purely financial, commercial or mathematical methods, games, computer programs, ways of presenting information and methods of treatment, diagnosis or surgery.
- **Copyright** protects any original works such as original literary works (tables or compilations, computer software programs and databases), dramatic works (dance or mime), musical works (music exclusive of any words or actions) and artistic work (graphic works, photographs, sculptures, collages irrespective of artistic quality, works of architecture and works of artistic craftsmanship), sound recordings, films, broadcasts and typographical arrangements of published editions. Copyright arises automatically.
- **Design Rights** generally protect the appearance of a product resulting from the features such as the lines, contours, colours, shape, texture and/or materials of the product or its orientation. Under UK design law, design rights can be formally registered for up to 25 years, giving legal protection against copying the actual design or any design similar in appearance. The design must be new and have individual character. Some designs may also attract automatic design rights which do not require any formal registration. These designs must be original (i.e. not copied) and not common place. They generally protect 3-dimensional aspects of a design product only. These automatic rights can last for up to 10 years from the date of first marketing the design or 15 years from when the design is first recorded in a design document or an article is made to the design.

- **Trade Mark Rights** protect names, logos, jingles, slogans, shapes of goods or packaging. The mark must be capable of being graphically represented and of distinguishing your goods or services from others. Trade marks can be registered for an indefinite period of time. Long term use of unregistered trade marks may also be protected under the UK common law of “Passing off” which protects the goodwill and brand in a business and is used as an alternative remedy to trademark infringement.

Inventor/Creator(s) means any person or persons who create an item of IP.

Other Student means any full-time or part-time taught postgraduate or undergraduate student, regardless of whether the student receives financial support from the University, from outside sources or who is self-funded. This also includes PhD by Published Works, DLitt, DSc, DFA, LLD.

Research Student means any full-time or part-time student undertaking a research degree regardless of whether the student receives financial support from the University, from outside sources or who is self-funded. Under the University’s Regulations the research degree is defined as any of the following: PhD, MRes, MPhil, MD or any other doctoral thesis including Professional Doctorates.

Revenue means any royalty, commission, equity and other payment arising from the licensing of the IP.

Staff means all employees (including full time and part time) contracted by the University and its subsidiary companies (including but not limited to Innovation Ulster Limited and Ulster Educational Partnerships Limited) to perform the duties in the course of their employment as defined by the University Human Resources Department.

University means Ulster University

4. Ownership of Intellectual Property

Unless otherwise agreed in writing and subject to the following provisions and relevant legislation, pursuant to this Policy, it is the University’s intention that ownership of all IP will reside with it.

4.1 Staff

Pursuant to the terms of the staff member’s contract of employment and as a matter of law, IP created by University staff shall be owned by the University if the IP was created in the course of the staff member’s normal or specifically assigned duties.

4.1.1 Course Materials

The copyright in course materials including aids to teaching produced by staff in the course of their employment for the purposes of the curriculum of a course run by the University and produced, used or disseminated by the University belongs to the University. However the copyright in any material produced by staff for their personal use and reference shall belong to that member of staff.

4.1.2 Scholarly Works

The copyright in any work or design compiled, edited or otherwise brought into existence by staff as a scholarly work produced in furtherance of their professional career belongs to staff. ‘Scholarly work’ includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in higher education. However copyright in reports and other material arising from contract research may belong to the University or to a funding body depending on the terms of contract. Subject to these exceptions the University does not claim the copyright in scholarly works written by staff who will be able to transfer to publishers the copyright of items which they have produced.

Provided the copyright in such scholarly works has not been assigned to a publisher and on approval of the staff member, the University reserves the right to use any scholarly works for non-profit academic purposes such as internal administrative, promotional, teaching and research purposes if deemed appropriate subject always to the University’s obligation to respect the moral rights of the staff member in relation to such scholarly works.

4.1.3 Financial & Administrative Materials

All records, documents and other papers (including copies and summaries thereof) which pertain to the finance and administration of the University and which are made by staff in the course of their employment are the property of the University and the copyright in all such original records, documents and papers shall at all times belong to the University.

4.2 Students

4.2.1 Research Students

As a precondition of registration for their research degree, all research students are required, prior to or at the time of enrolment, to sign agreements which will assign, or will oblige them in the future to assign, their rights in any IP arising from their studies to the University. Upon assignment, the University will own all IP developed by research students relating to their studies unless the University has entered into an agreement whereby all or a portion of the rights are owned by an external sponsor.

Should the University not wish to exploit the IP generated during the course of the research degree, all IP shall be reassigned back to the research student by the end of his/her studies upon completion of Form RS17. This is subject to any obligations of confidentiality assumed by the University and/or the research student in relation to the IP.

The copyright of the thesis will be held by the University but will, subject to this Policy, be returned to the research student at the end of his/her studies. Should the copyright in the thesis relate to any potentially exploitable IP which has been disclosed to R&I by the research student and/or research supervisor during or at the end of his/her studies, and the University wishes to exploit such IP, a student Declaration of Confidentiality may be applied to the thesis for a prescribed period to provide sufficient time for the implementation of appropriate intellectual property protection measures. The research student will at all times retain copyright as an author in any papers written in relation to his/her thesis for publication purposes and will be able to transfer to publishers the copyright of such papers which they have produced. This is subject to the research student at all times complying with his/her obligation not to submit any papers for publication which may contain potentially exploitable IP without the prior approval of R&I.

The University reserves the right to retain a copy of the thesis, in written or digital format, in the University Library. The University reserves the right to be granted a non-exclusive royalty free licence by the student for use of his/her thesis for non-profit academic purposes such as internal administrative, promotional, teaching and research purposes if deemed appropriate subject to the University's obligation to respect the moral rights of the research student in relation to such copyright material.

4.2.2 Other Students

Other students own the IP that they create as well as being the inventor/creator(s). Students who create IP under a University project have the opportunity to assign their IP to the University which will then assist in developing and commercializing the IP, if deemed appropriate by R&I.

4.3 Affiliates

Where it is anticipated that IP may arise during the course of activity undertaken by an affiliate of the University, an IP agreement must be executed by all parties prior to the commencement of any work. Such agreement must confirm ownership of IP, proposed route of exploitation and basis of compensation for the University and the inventor/creator(s). Such agreements are negotiated by R&I and not by the affiliate.

4.4 Internally Sponsored Work

Where the University provides funding for particular projects, the University will own any IP arising from the internally sponsored activity.

4.5 Externally Sponsored Work

Where it is anticipated that IP may arise during the course of a collaborative or sponsored project with an external organisation such as industry, other universities, research organisations or government sponsored programmes, an IP agreement must be executed by all parties prior

to the commencement of any work. Such agreements must confirm ownership of IP, proposed routes of exploitation and a basis of compensation for the University and inventor/creator(s). Such agreements are negotiated by R&I and not by individual members of staff or students, though individual staff members or students will have input to advising R&I during negotiations.

4.6 Consultants

Where a consultant is contracted by the University to carry out professional work, any IP created during the course of the work for the University shall belong to the University except in exceptional circumstances to be agreed by the University.

5. Duties of Staff & Students in respect of Intellectual Property

5.1 It is the responsibility of all staff to disclose to the University all potentially exploitable IP created or arising from duties undertaken as part of their University employment. It is also the responsibility of students who are bound under this Policy to disclose all potentially exploitable IP created or arising from their research. Staff and students should disclose the IP by completing an Invention or Creative Work Disclosure Form (downloadable from the R&I website) and submitting it to R&I. Students should contact their supervisor immediately upon creation of any such IP. Please note that when an Invention or Creative Work Disclosure Form is submitted, an inventor or creator who is not an employee is at the same time required to assign ownership of the IP to the University.

5.2 Early conception of exploitable IP may arise prior to submission of grant proposals or applications for research funding. R&I strongly recommends that any staff and/or students applying for such funding which may generate exploitable IP, contact R&I for further advice. Staff and students who are unsure about IP should discuss the matter, as early as possible with R&I.

5.3 It is stressed that complete confidentiality must be maintained prior to disclosure of any exploitable IP to the University, otherwise disclosure through publication or through any other output may jeopardise any subsequent application for IP rights.

5.4 Staff and students should identify any obligations to research sponsors or external bodies in respect of IP. It is also the responsibility of staff and students to provide reasonable assistance throughout the commercialisation process such as providing information in a timely manner upon request, attendance at meetings and engagement with potential partners, collaborators or licensees.

6. Compliance

Ulster University asks that all staff and students comply with the IP Policy and Procedures in order to protect University interests. Failure to comply with this Policy may constitute a disciplinary offence under the University's Statutes and Ordinances. For the avoidance of doubt the University is under no obligation to protect or exploit IP.

Section B: Intellectual Property Procedures

1. The Role of the Department of Research and Impact

The role of R&I is to identify, protect and translate Ulster's knowledge and research outputs effectively into marketable products and services. To this end, we have adopted a six-step Stage Gate process to help identify the most promising IP and prioritise the University's resources to protect, develop and commercialise it, either through licenses or royalties involving new or existing businesses. This process varies in length from months to many years. The Innovator's Handbook describes this process in greater detail along with the types of support that R&I can provide. Assistance will also be given to

undergraduate students who own their own IP, subject to an agreement between the parties that the University may receive an appropriate share or revenue derived from the commercialisation of the IP.

On behalf of Innovation Ulster Limited (IUL), R&I will also manage the required additional commercial or technical development of the IP and engage / negotiate with potential commercial partners to ensure optimal commercial exploitation and maximum return to the University and inventor/ creator(s).

2. Confidentiality and Legal Agreements

2.1 Staff and students are expected to take all steps reasonably necessary to maintain confidentiality of any potentially exploitable IP and prevent public disclosure of any invention or creative work arising from their employment and/or academic duties until approved to do so by R&I. Documents containing confidential information should be marked as “Confidential” where possible. As it is in the best interests of the University to publish academic research, R&I shall make all reasonable endeavours not to delay publication more than is necessary to ensure protection of IP therein.

2.2 R&I can advise staff and students on all requirements relating to confidentiality and provide relevant agreements as required. Staff and students must comply with the terms of all legal agreements which are in place with any third party organisations. Should any third party organisation supply a Confidentiality Agreement, Material Transfer Agreement or any other type of legal agreement directly to a member of staff or student said agreement should be forwarded to R&I for review and signature.

2.3 All legal agreements between the University and a third party must be signed only by an authorised signatory of the University. Details of authorised signatories can be obtained from the IP Manager. Staff and students shall not:

- 2.3.1 Sign agreements or other legal documents (e.g., confidentiality agreements, material transfer agreements, memorandum of understanding agreements, licenses, patent assignments) or take any other action on behalf of the University unless they are authorized signatories of the University; and/or
- 2.3.2 Sign agreements or other legal documents that retract any rights of the University; and/or
- 2.3.3 Transfer material relating to IP to third party organisations, except pursuant to an authorized Material Transfer Agreement.

2.4 Where a member of staff or student takes such an action, the University can not be held responsible for any obligations under that action or agreement. In such circumstances, such individuals may be held personally liable for such actions may be asked to sign a Waiver to this effect.

3. Invention/Creative Work Disclosure Process

3.1 Staff and students must disclose new potentially exploitable IP prior to any public disclosure, by completing an Invention or Creative Work Disclosure Form and submitting a signed copy to the R&I. Following receipt of the Invention or Creative Work Disclosure Form, R&I will initially appraise the IP for patentability or other protectable means, following which protection of the IP may be initiated if appropriate.

3.2 Staff and students making an IP disclosure should:

- i. Provide a detailed account of information regarding technical and other aspects of the invention or creative work. This may also include pre-publication/draft manuscripts, lab book records, details of processes/specifications, software code, pre-submission abstracts, presentations, prototypes etc.

Staff and students who generate IP should keep clear and accurate dated records which are easily accessible and retrievable.

ii. Identify the inventor/creator

Under the UK Patents Act 1977, an inventor is a person who takes part in the conception of the ideas in the patent claims of a patent application. The inventor may be determined by an individual who:

- a) Conceived the initial ideas of the research which led to the invention;
- b) Devised experiments/materials/processes/product which form the basis of the patent application;
- c) Carried out any experiments/processes described within the patent application and which required initiative and intellectual/technical input to complete;
- d) Interpreted the information/data disclosed in the patent application, particularly if the information/data was unexpected or its implications were unclear.

As a further guideline, the following individuals would most likely **NOT** be considered as an inventor: a) an individual who carried out work under instruction which took no initiative or required no modifications, regardless of skill and effort; b) an individual who funded but did not contribute technically to the invention; c) an individual whose facilities were used in the research, or who published earlier relevant work, or who contributed very general work or assistance; d) an individual who has been a project manager or supervisor but did not contribute technically to the invention.

NB: The criteria for deciding who should be considered an inventor are different to those for determining authorship of a scientific research paper. Unlike authorship in a research publication, there is no significance in the order that the names are published in a patent application.

In relation to a creative work, the creator is the person who creates the work.

- iii. Ensure that the percentage contribution of each inventor/creator is clearly stated on the disclosure form and that each inventor/creator has signed the form. This is important as the revenue sharing from the exploitation of IP shall be distributed to the inventor/creator(s) according to the percentage stated on the disclosure form. Note that R&I is not responsible for deciding upon contribution shares of inventor/creator(s). Should any inventor/creator(s) feel aggrieved by the share apportioned to them and the matter can not be resolved amongst the contributing inventors/creators, the matter may be referred to the Director of Research and Impact who will make a final decision.
- iv. Offer initial evidence, if any, of commercial interest such as expressions of interest from companies and on an on-going basis, submit to R&I any further information they may request at any stage of the procedure.

Note: Invention or Creative Work Disclosure Forms are available to download at <http://oi.ulster.ac.uk/>.

4. Invention/Creative Work Assessment Process

Before R&I invest in IP protection, an invention/creative work should meet certain criteria primarily that it is a novel, commercial idea where there is both a need and profitable market with a beneficial impact to society. Other criteria include having both a positive preliminary IP opinion and promising market assessment. Should R&I consider that the IP meets these criteria, it will then seek to protect the relevant IP generated by staff or students by patenting or other relevant methods of protection.

- 4.1 R&I, in conjunction with expert advice, from patent attorneys, professional advisors, marketing consultants or other bodies, will decide, as expeditiously as possible, whether to recommend that:

- i. the invention/creative work is presented to a patent attorney for an initial patent opinion;
- ii. further development of the invention/creative work be undertaken prior to filing for Intellectual Property Rights; Where the disclosed IP is deemed by R&I to have some potential for commercialisation but to be at a pre-commercial stage the University will retain its interest and the disclosed IP may be developed through research channels to a point where it is suitable for re-evaluation for IP protection and commercial development at a later stage.
- iii. the University proceeds to the filing of a patent application or other form of IP registration;
- iv. negotiations with a strategic partner who can provide expertise and resources needed to take the invention/creative work further down the development pipeline and ultimately closer to market. A variety of mechanisms are used to provide for the further development of invention/creative works such as collaborative research projects which involve co-development, sponsored Research & Development, contract research and/or consultancy.
- v. an application for Intellectual Property Rights should not be undertaken as the invention/creative work does not meet the criteria.

4.2 In reaching its decision R&I will consider all evidence submitted by the inventor/creator(s) and any other advisors from whom advice has been sought, and will inform the inventor/creator(s) of the outcome as required. Reports will be made quarterly to the Board of Innovation Ulster Limited, the University's Research & Impact Committee and the Senior Executive Team.

4.3 Where R&I does not consider the IP meets the appropriate criteria, the inventor/creator(s) shall be notified of this decision. The inventor/creator(s) may, upon written request seek assignment from the University. Such assignment should be completed within 1 month from the date of request or as soon as reasonably possible. Thus, the inventor/creator(s) will be at liberty to protect and/or exploit the IP as he or she wishes outside of any contractual relationship he or she may have with the University, subject to the interests of third parties. The University reserves the right to be granted a non-exclusive royalty-free irrevocable, worldwide licence for use of such IP by the University for non-profit academic purposes such as internal administrative, promotional, teaching and research purposes.

4. Exploitation of Intellectual Property

5.1 Once IP protection has commenced, R&I will assess the commercial potential of and endeavour to exploit the IP commercially. Exploitation may take various forms including joint collaborations or contract research arrangement with a company or other third party organisation to develop the IP further, exclusive or non-exclusive licensing, assignment, new company formation or a joint venture company.

5.2 R&I, in frequent consultation with the inventor/creator(s) will manage the IP and will meet regularly to review the commercialisation progress. R&I will utilise all relevant resources and platforms to promote Ulster IP to as wide an audience as possible. This may include short-term evaluation agreements to allow potential licensees to develop commercialisation plans and/or raise sufficient capital to full commercially exploit the IP.

5.3 In advance of investment in, licencing or sale of IP, the University's R&I will assign that IP to Innovation Ulster Limited (IUL) which has sole responsibility for the commercialisation of Ulster's intellectual property portfolio, management and negotiations of equity holdings and license agreements that relate to start-up businesses and technology transfers. The inventors/creator(s) of such IP shall be informed of the progress of such negotiations with a potential licensee or assignee prior to a final decision being made by IUL. They shall also be provided with an outline of the terms upon which a potential deal is based. Should the inventors/creator(s) disagree with the terms of any negotiations or proposed deal they shall have the right to appeal through the procedure for dealing with disputes (Clause 8). IUL shall not conclude any negotiations with any third party for a period of 30 days from the initiation of any appeal by inventors / creators. IUL shall reserve the right to conclude any negotiations or deal with a third party after this appeal period expires.

- 5.4** R&I reserves the right to discontinue support for any protection of IP at any time. In such cases the inventor/creator(s) will be notified of this decision and provided with a sound basis for the decision. Examples of reasons for discontinuing support may include limited market potential, the existence of superior IP or barriers to IP adoption. Subject to any obligations under specific agreements with joint IP owners, collaborators or sponsors, the IP may be offered back to the inventor/creator(s) for assignment prior to any further legal action required to maintain IP protection. Upon written request from the inventors/creator(s) that he or she wishes to seek assignment from the University and upon terms and conditions to be agreed, an assignment will be put in place transferring all University's right, title and interest in such IP to the inventor/creator(s). Upon completion, the inventor/creator(s) will be at liberty to protect and/or exploit the IP as he or she wishes outside of any contractual relationship he or she may have with the University and subject to the interests of third parties. The University reserves the right to be granted a non-exclusive royalty-free irrevocable, worldwide licence for use of such IP by the University for non-profit academic purposes such as internal administrative, promotional, teaching and research purposes.
- 5.5** On occasion IP disclosed by inventors / creators may, for various reasons, not have significant market or commercial potential. In some cases the IP may still hold significant value for companies or other organisations. The University wants to see it's intellectual capital benefit the economy or society in as many ways and as widely as possible. To this end R&I reserves the right (through IUL) to offer IP for free to companies or organisation who may be able to utilise it for public good. Non-exclusive and exclusive licence agreements are simple and straightforward means for implementing this and can be accessed online, completed and approved in a very short period of time. R&I will utilise various technology platforms and marketing to promote such access to the public.

5. Revenue Sharing from Exploitation of Intellectual Property

Should Innovation Ulster Limited successfully licence IP, this will result in the University receiving a revenue stream from the licensee. Such revenue may be received as an upfront lump sum or as royalty payments received over an agreed term.

6.1 Licences for Royalties

Where the IP is licensed to a third party, Innovation Ulster Limited will be responsible for negotiating and securing the most profitable commercial arrangement available. Revenue generated through licenses will be distributed as follows:

Costs incurred by R&I and Innovation Ulster Limited in supporting and protecting any IP being licensed may include patent searches, IP applications, prosecution and defence of IP, professional/legal fees for advice, non-recoverable development costs, marketing costs and any other cost which is deemed by the University to be necessary to the successful commercialisation of the IP including overheads.

Following the deduction of these costs the net annual revenue will be distributed as follows for any one particular deal:

<i>Net Revenue</i>	<i>Inventor/Creator(s)</i>	<i>Research Institute/ Research Centre/School*</i>	<i>Innovation Ulster Ltd</i>
≤£25,000	50%	30%	20%
>£25,000	33%	34%	33%

* Net Revenue will be proportionately awarded to the relevant Research Institute, Research Centre or School of which the inventor/creator(s) of the IP is affiliated. The inventor/creator(s) should propose the distribution of net revenue with agreement from the relevant Dean.

Deducted costs shall be reasonable and fair and shall be properly disclosed.

6.2 Considerations for Non-Inventors/Creators

Special consideration may be given to any individual who has contributed effort, skill, advice or other invaluable assistance to making and/or developing the invention/creative work jointly with the inventor/creator(s) but who is not a joint inventor/creator (defined herein as a “non-inventor/creator”). Such cases must be presented to the Board of Innovation Ulster Limited by the lead inventor/creator(s) and/or relevant Head of the Research Institute, Research Centre or School to which the non-inventor/creator is affiliated. Each case will be assessed by the Board and the non-inventor/creator(s) shall be considered for receiving a share in the Net Revenue income.

It is expected that any share approved for distribution to one or more non-inventor/creator will come from the inventor/creator’s share of Net Revenue income. An IP sharing memorandum shall be prepared for approval by all of the inventors/creators.

6.3 Licences for Equity

Where the IP is licensed to a third party in return for equity, Innovation Ulster Limited will be responsible for negotiating and securing the most beneficial commercial arrangement available, on a case-by-case basis. Innovation Ulster Limited will retain the equity in accordance with the company’s Investment Policy.

6.4 Assignment

Where the IP is to be assigned to a third party, Innovation Ulster Limited will negotiate mutually beneficial and acceptable commercial arrangements on a case by case basis.

6.5 Disposal of Equity / Liquidation of Assets

Where equity held by a third party is released by Innovation Ulster Limited due to liquidation of assets, the Net Revenue will be distributed on the following basis:

Research Institute/ Research Centre/ School	66%
Innovation Ulster Limited	34%

No allocation of an equity share shall be made to an inventor/creator as it is understood that he / she has benefited, and will continue to benefit, from the original IP agreement. However, if the inventor/creator has not received any benefit from the original IP agreement, or received any equity, then the revenue from release of the equity will be treated as per Section 6.1.

7. Conflicts of Interest

The University wishes to avoid any actual or perceived conflict of interest in handling its IP. Such conflicts of interest may happen in relation to issues relating to agreements and contracts with third party organisations. One example of such an issue is where a staff member or student has an interest in a third party that enters into a contract with the University. Therefore any individual who considers that an action may lead to an actual or perceived conflict of interest, should promptly declare the circumstances of such actual or perceived conflict of interest to the Director of Research and Impact who shall appropriate steps to resolve the issue.

8. Resolution of Disputes

Any question of interpretation or claim arising out of or relating to this policy concerning ownership, protection, exploitation, licence and sale negotiations, and abandonment of IP shall be referred to the Director of Research and Impact in the first instance. Should the dispute not be resolved, the following course of action can be taken:

- i. The issue must first be submitted to the Pro-Vice Chancellor for Research and Impact in the form of a letter setting forth the grievance or issue to be resolved.
- ii. The Pro-Vice Chancellor of Research and Impact will seek to provide arbitration by convening a group consisting of all or some of the following: the relevant Dean, relevant Head of School / Director of Department / Director of Research Institute, a R&I representative, an IUL representative, and an IP lawyer, as required.
- iii. If any of the parties to the dispute is not satisfied with the decision of this group, an application may be made to the University Visitor or the party may seek binding arbitration from an independent UK registered IP lawyer.

9. Other

9.1 Leaving Employment of University

In the case where termination of employment occurs, this will not affect an inventor/creator's right to receive revenue share.

9.2 Change of Address

Each inventor/creator who is entitled to revenue payments under the University's revenue sharing arrangements must notify the University in writing or email of any change of address. Such notice should be directed to the IP Manager. An inventor/creator who has left employment or is no longer a student at the University must ensure that the University is notified in writing at all times of his or her current address to where any revenue payments due to him or her may be sent. If the University is not given current address details, then all unclaimed revenue payments for the missing inventor/creator may be invested in an account until such revenue payments are claimed. Should any revenue payments remain unclaimed for 5 years from the date the revenue is received by the University, the revenue shall revert to the University, which will distribute such revenue payments plus any interest accrued back to the Faculty from which the IP was originated.

9.3 Death

In the case of death of an inventor/creator who is due revenue payments, such revenue payments will be payable to the estate of the deceased.

10. Review of Policy

This revised Intellectual Property Policy & Procedures is effective from 9th November 2015 and may be amended and or modified from time to time to reflect good University practice and changes in the law. This policy will be reviewed by the end of 2018/19 academic year.

References

Please note the above information relating to identification of inventors (Section B, 3.4 ii) has been provided by Mewburn Ellis LLP Patent & Trade Mark Attorneys.