



Policy on Intellectual Property

2022

SUMMARY

New Ideas/ Discoveries/ Inventions

If you have a new idea, discovery or invention you should do the following:

1. Keep it a secret.
2. Tell a member of the SRUC IP Committee* so that they may consider the situation relating to IP.
3. Complete an Invention Disclosure Form (IDF).
4. Mark any relevant documents confidential.
5. Keep a dated record of your ideas in your lab book and/ or notes.
6. Do not publish your idea, discovery or invention and/ or present it at a conference without having spoken to the SRUC IP Committee.

Collaborations with others

If you are working with another party or organisation that may involve the exchange of confidential information or possible Intellectual Property:

1. Speak to a member of the SRUC IP Committee to discuss any contracts that need to be put in place in advance or as soon as possible.
2. Don't discuss any confidential information without ensuring that an NDA (Non-Disclosure Agreement) is in place.
3. Mark any documents as confidential.

*The SRUC IP Committee membership is: Provost and Deputy Principal (currently Academic Director); Vice Principal - Commercial Services; Vice Principal - Finance (currently Finance Director); Contracts Legal Manager and Head of Innovation Hub (PoC)

1. INTRODUCTION

This document provides an outline of the procedures and policy relating to Intellectual Property (IP) within SRUC.

If there is any dispute regarding the interpretation of the Policy, if the dispute cannot be resolved by the parties involved then the dispute should be escalated to the IP Committee of SRUC for a final decision.

2. IP COMMITTEE

The 'IP Committee' will be formed by the following members:

- Vice Principal - Commercial Services (Chair)
- Provost and Deputy Principal (currently Academic Director)
- Vice Principal - Finance (currently Finance Director)
- Contracts Legal Manager
- Head of Innovation Hub (Coordinator)

The Committee will be responsible for the identification and protection of IP at SRUC and to recommend decisions on its commercialisation.

3. SCOPE AND PURPOSE

The purpose of this IP Policy is to provide guidance to encourage the early identification of IP created by SRUC employees and the subsequent protection and/ or commercialisation of that IP where relevant.

4. DEFINITIONS

'Intellectual Property' (IP) is defined as the results of creative work and endeavour in scientific, engineering, artistic and literary fields where it may be possible to obtain registered and/ or unregistered protection. IP includes patents, trade marks (registered and unregistered), designs (registered and unregistered), copyright, database rights, know how, trade secrets.

'Confidential Information' is defined as:

- i. any information the disclosure of which may prevent or invalidate the ability of SRUC to properly protect and/ or commercialise an invention which may result from the information;
- ii. any information the disclosure of which would be a disadvantage to the commercial interests of SRUC;

- iii. any information that is labelled as confidential;
- iv. any information that has been received from a party external to SRUC, where the person who has received the information has been made aware that the information is to be treated as confidential.

'External consultant' is defined as any person that is providing consultancy services to SRUC, wherein that person is not an employee of SRUC or a student matriculated at or employed by SRUC.

'External collaborator' is defined as any person or undertaking that is working in partnership with SRUC.

'Visitor' is defined as any party that is visiting SRUC from another company or organisation and who is using SRUC facilities.

"Spin Out Company" is defined as a company set-up to exploit IP that has originated from within SRUC, and where SRUC typically continues to have some ownership.

"Start-up company" is defined as a company set-up by active (or recent) SRUC employees but not based on IP from SRUC.

"Graduate start-up Company" is defined as all new businesses started by recent SRUC graduates (within two years) regardless of where any IP resides, but only where there has been an element of formal business/enterprise support from SRUC.

5. OWNERSHIP OF IP RIGHTS

5.1 The Intellectual Property Rights of Postgraduate Students shall be governed by the SRUC Postgraduate Student IP Policy.

5.2 The terms set out in the existing Policy Regarding Assignment of Intellectual Property for Postgraduate Students Undertaking Research at SRUC shall continue to apply.

5.3 Any Intellectual Property that is created by an employee of SRUC in the course of their employment with SRUC shall be the property of SRUC in accordance with Section 39 of the UK Patents Act 1977 and Section 11 of the Copyright, Designs and Patents Act 1988.

5.4 Any Intellectual Property that is created by an External Consultant as part of their work with SRUC shall be assigned to SRUC.

5.5 Any Intellectual Property that is jointly developed with one or more external collaborators will be subject to the conditions laid out in a collaboration agreement. If no such agreement is in place an IP Agreement will be prepared to set out the provisions relating to the ownership of the IP and how the IP is to be commercialised.

5.6

6. ASSIGNMENT OF IP RIGHTS

6.1 Reference is made to the terms set out in the Policy Regarding Assignment of Intellectual Property for Students Undertaking Research at SRUC which shall continue to apply.

6.2 Where a Visitor or External Consultant is due to begin work at SRUC an assignment document must be prepared and signed by all parties before the start of the work. The agreement should set out that any IP rights created by any Visitor or External Consultant when working in association with SRUC will belong to SRUC, subject to any prior agreement that is in place.

7. RESPONSIBILITY FOR COSTS

7.1 Where an invention, design or trade mark is approved for protection through the decision of the IP Committee, the costs of obtaining IP protection and the subsequent exploitation of the IP will be covered by SRUC in the first instance unless there is a separate agreement to the contrary. In the event that SRUC does not wish to proceed with protection of the IP and/ or relinquishes ownership of that IP, SRUC will no longer be responsible for any costs incurred in obtaining and/ or maintaining protection. If the IP is then pursued by a new owner(s), the responsibilities for further costs of associated with the IP will pass to the new owner(s) of the IP.

7.2 In the situation where SRUC wishes to relinquish ownership of any Intellectual Property Right it will give the inventor(s)/ creator(s) of the IP the option to obtain ownership of the IP Right on terms to be agreed.

7.3 All creators of IP shall have the right to be named as inventors in any Intellectual Property applications (such as patent and/ or design applications) where they have made an inventive contribution.

8. CONFIDENTIALITY

8.1 Any student, employee, external collaborator, visitor or consultant within SRUC is under an obligation relating to confidential information:

(a) to ensure and maintain the confidentiality of that information;

- (b) not to publish or disclose that information;(c) not to use, copy or reproduce that information or any part of it in any manner or form, other than is expressly permitted by SRUC;
- (d) to return that information to SRUC at any time required by SRUC;

except where permission has been obtained from SRUC or where the information has already been published, and where the information is required in the performance of the duties of the student, staff member, visitor or consultant.

8.2 Any employee of SRUC that is in a supervisory role has a responsibility to ensure that all students, employees, external collaborators, visitors and consultants are fully aware of the above requirements relating to confidentiality.

8.3 Any information that is thought to be confidential should be marked as confidential and maintained in a secure manner, if possible separately to other non-confidential information.

9. DISCLOSURE

9.1 An Invention Disclosure Form (IDF) should be completed on the creation of any subject matter that may be capable of IP protection and returned to the IP Committee of SRUC at the earliest possible opportunity. The completion of the IDF and return to the IP Committee of SRUC must be done in a timely manner. Information where IP protection may be obtained must not be published until the IP Committee of SRUC have come to a decision on whether to pursue the filing, prosecution and registration of IP Rights.

9.2 Where IP protection is pursued, the inventors/ creators shall provide assistance as required in relation to the pursuit of an IP right relating to their work. This assistance shall include the disclosure of all information relating to their idea and/ or invention as is required to prepare, file, prosecute and obtain grant of said Intellectual Property protection in the name of SRUC. All inventors/ creators shall also do all such acts that are required relating to the assignment, licensing and/ or registration of the IP, including signing and returning the documents.

10. PROTECTION AND COMMERCIALISATION OF INTELLECTUAL PROPERTY

10.1 Further to paragraph 11.1, if an inventor/ creator brings to the attention of the IP Committee possible IP (whether or not in the form of an IDF), the IP Committee of SRUC will review the information relating to the possible IP and carry out an initial assessment of the commercial potential of the IP and communicate their findings to the inventor/ creator.

10.2 Following the initial assessment, the IP Committee will decide whether or not to pursue commercialisation of the IP and the possible filing of a patent, trade mark and/ or design application to protect that IP.

10.3 If, following the provisions of paragraph 11.1, it is decided to proceed to commercialise any Intellectual Property, the following will apply:

- (a) The IP Committee of SRUC will confirm the plan to commercialise the IP with the inventor/ creator.
- (b) The IP Committee of SRUC shall progress any patent, trade mark and/ or design applications in relation to the IP in question.
- (c) The IP Committee of SRUC will review the progress of the commercialisation of the Project within six to nine months of the date of any patent application being filed with a view to deciding whether to continue with the patent application and the process of commercialisation.

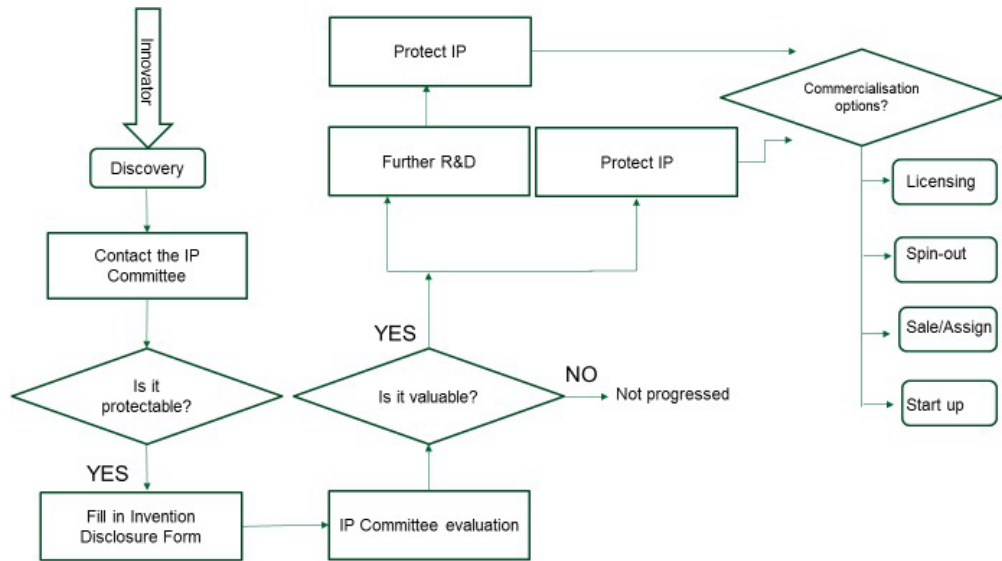


Figure 1: Schematic process describing the route to commercialisation

10.4 With reference to Figure 1 and the agreed commercialisation plan, SRUC will develop valuable IP towards a License opportunity, a spinout or start-up opportunity or negotiate the sale or assignation of the IP to a third party.

10.5 Successful commercialisation of IP usually results in the SRUC receiving revenues from milestone or lump sum payments or ongoing royalties over the term of any negotiated agreement.

10.6 To reward and incentivise staff and students for their creativity, timely disclosure and support throughout the commercialisation of the IP, SRUC wishes to share revenues received with the inventors according to the table below:

Net Revenue*	Inventors/ Creators	SRUC
£ 25,000	100%	0%
£ 25,000 to £ 100,000	50%	50%
Over £ 100,000**	25%	75%

*Net Revenue means total Gross revenue received by the SRUC in relation to the commercialised IP less (i) professional fees, expenses and other outgoings incurred in managing,

developing and protecting the IP and making arrangement for its exploitation; (ii) any and all amounts payable by the SRUC to external organisations under funding or other agreements which facilitated the creation of the IP; and (iii) any and all taxes, charges and levies payable by the SRUC on such Gross revenue.

Net Revenue payments to inventors or creators will be made through payroll and will be subject to applicable Taxes and National Insurance contributions.

**Indicative and negotiable above this level.

10.7 Where more than one inventor or creator contributes to the creation of IP, the revenue share of the inventors or creators will be divided equally between them unless there is a signed, written agreement to the contrary.

10.8 A creator or inventor can request that their share of Net Revenue is transferred to a nominated SRUC budget account and used solely to support teaching, research & knowledge exchange, attendance at conferences/ exhibitions or other SRUC related activities.

10.9 Individuals who may be entitled to receive a payment under this policy but cease to be an Employee or Student of the SRUC are responsible for ensuring that the SRUC is informed in writing of their current address where any payment due may be directed.

10.10 Following the death of an individual due a revenue payment, that payment will be made payable to the estate of the deceased.

11 NEW COMPANIES

11.1 If it is considered that a new company should be formed, SRUC shall provide the new company with a license to commercialise relevant Intellectual Property.

- (a) All terms associated with the licensing of IP to the new company will be negotiated and defined within appropriate licence and shareholding agreements between SRUC and the new company.
- (b) SRUC will receive an initial equity share (ordinary shares) in the new company, the percentage of which will be in the region of 25%.
- (c) SRUC will normally expect the placement of a Non-executive Director and / or an Observer at the Board of the new company, in certain circumstances SRUC may propose an executive director.

11.2 To avoid potential conflicts of interest and manage workload, any employee involved with, or considering setting up a start-up company shall notify this activity to the IP Committee of the SRUC in writing.

12 OTHER AGREEMENTS

12.1 No member of staff is empowered to sign any documents and must refer to IP committee if asked to do so. Employees of SRUC shall not sign any agreements relating to Intellectual Property that originate from outside SRUC. Such agreements include but are not limited to confidentiality agreements, license agreements, intellectual property assignments, research agreements or joint venture agreements.

12.2 Students, employees, external collaborators, visitors and consultants who have already signed or are required to sign an agreement from outside SRUC relating to Intellectual Property or Confidential Information must inform the IP Committee of SRUC of such agreement at the earliest possible opportunity.

12.3 SRUC shall only be bound by agreements that are signed by an authorised signatory of SRUC.

13 CONFLICTS OF INTEREST

13.1 Any actual or potential conflict of interest that concerns any person involved with an invention or any IP in which SRUC has any interest must be notified to the IP Committee of SRUC as soon as possible.

14 SRUC ETHICS POLICY

14.1 It is a requirement for all SRUC employees and staff to be aware of and to conduct their business according to the guidance laid out in the SRUC Ethics Policy. This is equally important in relation to managing intellectual property as it is to any other area or academic of business endeavour.

15 REVIEW

15.1 This IP Policy shall be reviewed every 5 years