

Intellectual Property, Confidential Information, and Commercialisation Policy

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Policy Statement

This Intellectual Property, Confidential Information and Commercialisation Policy sets out the University's policy governing the creation, management, and ownership of intellectual property. "Intellectual property" is a defined term (see Definitions section below).

Intellectual property can be a valuable asset. A policy is needed to articulate the treatment of intellectual property, including the rights and obligations of all relevant stakeholders.

Related, relevant policies include Acceptable Use of IT, Bribery, Control of Contractors, Code of Conduct, Copyright, Data Protection, Dealing with the Press, Disciplinary, Documents in the Public Domain, Entrepreneurship, Information Security Procedures, Legal Compliance, Procurement, Project Management, Records Retention, Register of Interests, and Use of IT.

Version Control

Version number	Purpose/change	Name and job title	Date (DD/MM/YYYY)
0.1-0.4	Initial drafts	John Conway, Director of Research	24/07/2015
0.5-0.6	2 nd drafts	Stephanie Lugg, Asst Company Secretary	30/09/2015
7-8	Minor alterations	David Hopkins, Dean Agriculture, Food & Environment	30/09/2015
9	Correct IPA definition	Stephanie Lugg, Asst Company Secretary	27/01/2016
10	Add exclusion from Policy for social enterprise students who have signed separate royalty agreements with the University	Stephanie Lugg, Asst Company Secretary, as minuted at Governing Council on 20 May 2016	11/07/2016

Intellectual Property, Confidential Information, and Commercialisation Policy

1. Definitions

1.1 “Intellectual Property” (IP)

All outputs of creative endeavour in literary, artistic, scientific and engineering fields that can be protected either formally or informally including but not limited to all forms of copyright, design right whether registered or unregistered, patent, patentable material, trademarks, know-how, trade secrets, trade names, rights in databases, information, data¹, discoveries, mathematical formulae, specifications, diagrams, expertise, techniques, research methods, research results, inventions, innovations, computer software, computer programs, algorithms, laboratory notes or notebooks, actual and potential teaching material, distance-learning and online teaching material, and such other items as the University may from time-to-time specify in writing. IP under this Policy is expressly stated not to include certain types of copyright works; specifically, articles in learned journals, published books and published papers and such other items as the University may from time to time specify in writing save where such items form part or could form part of any teaching or distance learning materials.

1.2 “Intellectual Property Rights” (IPR)

Any legal rights that do or may subsist in any IP under any current or future laws or practice including but not limited to United Kingdom (UK) statutes / rules / regulations, European treaties / regulations / directives, international treaties and/or common or civil law.

1.3 “Intellectual Property Audit” (IPA)

An inventory of any IP which a Member of Staff and/or Student and/or Visitor and/or Consultant has or may have created during their time working for, or in the case of Students at, The University and the state of any IPR that attach thereto made in order to facilitate teaching, research activities, protection or exploitation.

1.4 “Confidential Information” (CI)

(a) Any data or information marked as ‘Confidential’;

(b) Any data or information of a confidential nature regardless of form including but not limited to orally transmitted information or electronically stored information or written information;

¹ Data not eligible for protection under this definition of IP is governed by the applicable University policies regarding the open access to and use of research data. See also, the draft Concordat on Open Research Data dated 17 July 2015, <http://www.rcuk.ac.uk/RCUK-prod/assets/documents/documents/ConcordatOpenResearchData.pdf>

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(c) Any data or information relating to IP or IPR owned or controlled, or which may in future be owned or controlled, by the University and where the disclosure of that information might endanger or invalidate the ability of the University to protect or exploit such IP or IPR;

(d) Any data or information, dissemination of which, in the opinion of a Creator or Research Services (RS), would be disadvantageous to the commercial interests of the University. Such information specifically includes (i) trade secrets and/or know-how developed as part of a Creator's work at the University and (ii) any laboratory notebooks containing such trade secrets and/or know-how including those stored in an electronic fashion;

(e) Any data or information originating from a Person outside the University where the recipient is made aware of its confidential nature;

(f) Any data or information held by (whether or not belonging to) the University for which the University has given an undertaking or entered into an agreement to preserve confidentiality.

1.5 "Net income"

The total proceeds derived from any one piece of IP, IPR and/or CI and any commercialisation thereof in whatever manner minus any applicable government taxes, any repayment of any grant or subsidy due under any contract or agreement related to the creation of such IP, IPR and/or CI, any monies payable to any other person or body under any existing joint venture, license, assignation agreement or such like, any repayment of costs incurred by the University in relation to any formal intellectual property protection procedures or commercialisation, but specifically not any apportionment of departmental costs or notional charge relating to any use or provision of any equipment or facilities.

1.6 "The University"

The Royal Agricultural University, Stroud Road, Cirencester, Gloucestershire GL7 6JS, United Kingdom, company number 99168 limited by shares incorporated 11 August 1908; registered charity 311780 registered 3 June 1964 and an organisation incorporated by Royal Charter in 1845 and with a subsequent charter in 1870 and shall specifically include any place of learning or research or business at any other place owned or occupied by RAU or any of its subsidiaries existing now or at any point in the future.

1.7 "Parent"

The Parent is the owner of any new company; it may variously be the University, RAU Enterprises Ltd, or any other subsidiary of the University.

1.8 “Student”

Any person undertaking any course of research or study at or in conjunction with the University whether part-time or full-time who has registered at the University or whom the University has accepted for registration.

Any student, as so defined, who has signed a separate royalty agreement with the University as a “participant” under the “RAU Enterprise Programme Royalty Agreement” is for the purposes and within the scope of said separate royalty agreement excluded from all rights, responsibilities and obligations of this Intellectual Property Policy.

1.9 “Register” or “Registration”

To be enrolled as a candidate for a degree offered by the University or validated by a recognized partner University.

1.10 “Member of Staff”

Any person employed by the University, whether on a part-time or full-time, permanent or fixed-term contract basis.

1.11 “Visitor”

Any person who is not a Member of Staff or a Student visiting the University for the purposes of undertaking any work or research, irrespective of that person's formal title or grade.

1.12 “Consultant”

Any person providing any consultancy services to any Member of Staff or Student or any School within The University who is not a member of Staff or Student registered at or employed by The University whether paid or unpaid.

1.13 “Consultancy Services”

[Consultancy Services are those services procured by the University or RAU Enterprises Ltd from an outside body, individual or company.

1.14 “School”

Any separate school or institute within the University as may from time to time exist or be specified by the University.

1.15 “Research Services”

A unit comprising a sub-set of the University’s Research Committee (or any successor thereof) and related Support Staff led by a senior academic.

1.16 “Innovation Exploitation Board” (IEB)

A subgroup of the University’s Research Committee set up when the need arises whose purpose and responsibility is to decide and recommend research opportunities the University, through its for-profit subsidiary or subsidiaries, might wish to invest in (e.g. patents, spin-out companies).

1.17 “Principal Investigators”

[Principal Investigators are the lead academic responsible for the work for “grant-holder”.

1.18 “Creator”

Any Member of Staff, Student, Visitor or Consultant who is responsible for the creation of any Intellectual Property (IP) Intellectual Property Right (IPR), or Confidential Information (CI) owned by the University under the terms of this Policy.

1.19 “Person”

A human being, whether living or dead, or a trust, charity, corporation, limited company, partnership, joint venture, or similar entity.

1.20 “New Company”

A company formed by a Creator with the principal object (a) to develop and/or exploit technologies and/or methodologies owned by the University or (b) to use know-how and/or facilities created or provided by the University.

1.21 “Student Intellectual Property Agreement” (SIPA)

An agreement between the University and a Student whereby the Student assigns to the University IP, IPR and/or CI s/he has created in return for being granted the benefits of a Member of Staff under Section 8.

1.22 “University Logo”

The “University Logo” shall mean all logos and trademarks that the University has or may register. The “University Logo” shall include pieces of graphic art where the

copyright is owned by the University and which the University uses, whether frequently, commonly, or from time to time as a badge of identity for the University.

This IP Policy shall not apply to “Students” as defined in Section 1.8 above or “Members of Staff” as defined in Section 1.10 above who have signed, whether as individuals or through a body corporate, an RAU Enterprise Programme Royalty Agreement (“RAU EPRA”) or a successor in title to said Agreement. This exclusion from the rights, obligations and responsibilities of the IP Policy shall pertain only to those activities within the scope of the RAU EPRA that has been signed.

2. Ownership Rights

2.1 Students

(a) IP, IPR or CI created by a Student remains the property of that Student unless the IP, IPR or CI has been created in the course of:

- (i) Postgraduate research student work;
- (ii) Any research work where substantial guidance was provided by a Member of Staff;
- (iii) Any work done by a Student where the Student’s tuition fees have been or are being paid by a third party conditioned on IPR
- (iv) Any work on a particular topic, area, or project that has IPR conditions attached.

(b) Provided Sections 2.1(a)(i)-(iv) do not apply, first ownership of any copyright created rests with the Student in accordance with the Copyright, Designs and Patents Act 1988 (or any successor law).

(c) If Sections 2.1(a)(i)-(iv) do apply, the Student must agree to assign the IP, IPR and/or CI to the University by completing and signing a Student Intellectual Property Agreement (SIPA) and returning it to Research Services (RS). While a hard copy signature is preferred, an electronic signature is acceptable.

- The obligation to complete, sign and return a SIPA arises as soon as it becomes apparent that IP, IPR or CI is being, or is likely to be, created by a Student;
- A Student may refuse to complete, sign and return a SIPA even though the obligation to do so has arisen. In such cases, s/he shall not be prevented from registering unless it is a pre-condition of funding s/he is receiving to pay University tuition fees that IP, IPR and/or CI are assigned to the University;

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- If a Student refuses to sign a SIPA when one is required, s/he must notify in writing (email is acceptable): (i) the Registrar, (ii) their academic supervisor or Member of Staff supervising the work, and (iii) RS of his/her decision;
- A Student who refuses to sign a SIPA when one is required should be aware that such refusal could affect his/her involvement in certain projects with IP, IPR and/or CI. Further detail of the impact of refusing to sign a SIPA when one is required may be found in the "Guide to the University Policy on Intellectual Property, Confidential Information and Commercialisation." The Guide is available upon request from RS.

(d) If Sections 2.1(a)(i)-(iv) do apply, whether or not a Student has signed a SIPA, the University shall have the right to reproduce any copyright works, designs, or databases created by the Student in the course of his/her registration at the University. This right to reproduce shall include research results, algorithms, diagrams, textile designs, software code, and journal publications. This right to reproduce shall exist both as a matter of normal academic practice and in the event of obligations arising under the Freedom of Information Act 2000 (or any successor law).

2.2 Members of Staff

(a) When a Person accepts an offer of employment (verbal or written) from the University to become a Member of Staff, Human Resources (HR) shall inform the RS of the Person's start date. When a Person resigns or is dismissed from employment (verbal or written) with the University, HR shall inform RS of the departure date.

(b) When a Person has received a verbal or written offer of employment to become a Member of Staff of the University, it shall be a condition of employment that the Person disclose to RS any agreements originating outside the University and relating to IP, IPR or CI which the Person has entered into and/or which the Person expects to be required to enter into. RS may elect to carry out an audit of any IP, IPR or CI that Person may own or may have created prior to becoming a Member of Staff. It shall also be a condition of employment that the Person accept such an audit.

(c) Any IP, IPR or CI created by a Member of Staff in the course of his/her employment with the University shall be the property of the University as governed and determined by Section 39 of the Patents Act 1977 and Section 11 of the Copyright, Designs and Patents Act 1988 (or any successor laws), and first ownership of any copyright created shall rest with the University in accordance with the Copyright, Designs and Patents Act 1988 (or any successor law).

(d) Members of Staff who, in their private or personal capacity and not in the course of their employment with the University, enter into agreements relating to IP, IPR

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or CI originating from outside the University must inform RS of all such agreements. Any such agreements signed by a Member of Staff in their personal capacity shall only bind the Member of Staff, and no rights, obligations or liabilities under said agreements shall be accrued to or be incurred by the University.

(e) No Member of Staff may, in the course of their employment with the University, enter into agreements relating to IP, IPR or CI originating from outside the University which will or may bind the University (including but not limited to confidentiality agreements, licence agreements, intellectual property assignments, research agreements, or joint venture agreements) without first notifying RS. It shall be RS' responsibility to review all such agreements and confirm that the Member of Staff is a permitted signatory.

(f) It is the responsibility of supervising Members of Staff to ensure that all Students, Visitors and Consultants are fully aware of and adhere to their rights and obligations under this Policy.

(f) When a Member of Staff resigns or is dismissed from employment, or when a Member of Staff accepts a secondment or visiting fellowship or other similar role with another organisation or institution, RS may elect to carry out an audit of any IP, IPR or CI that the Member of Staff has created or may have created while an employee of the University. It shall be a condition of the Member of Staff's terms of departure from the University (final salary payment(s), annual leave allowance, severance, pension benefits etc.) that the Member of Staff accept such an audit.

2.3 Visitors and Consultants

(a) Any IP, IPR or CI created by a Visitor or a Consultant as part of their work with the University shall be the property of the University. Before commencing work with the University, all Visitors and Consultants will be required to complete, sign, and return to RS an Assignment Agreement (AA) ratifying this fact.

(b) Before commencing work with the University, all Visitors and Consultants shall also disclose to RS any agreements relating to IP, IPR or CI which they have entered into and/or which they expect to be required to enter into, which originated outside the University. RS shall maintain a list of all such agreements.

(c) If a Visitor or Consultant, while working with the University but in their personal capacity, signs, or is required to sign, an IP, IPR, or CI agreement originating from outside the University, that Visitor or Consultant must inform the RS. Failure to inform the RS shall be grounds for termination of the relationship with the University.

3. Disclosure and Publication of IP, IPR and CI

(a) If a Creator wishes to disclose to a Person outside the University in any form whether oral, written or otherwise information or data that is or is thought to be IP, IPR or CI is required to ensure there is a written agreement in place governing the disclosure before the disclosure takes place.

(b) All intended disclosures must be notified to and approved by the RS before they occur. If the RS does not approve the disclosure, then it is prohibited regardless of whether a disclosure agreement has been signed.

(c) No Creator may publish any information in any form regarding IP, IPR or CI without having first informed RS and received written RS approval to publish.

(d) Anyone undertaking research within the University must record and date their research results in a hardbound laboratory notebook in accordance with University policy. Failing this, research results must at least be recorded using electronic media where the date of recording can be independently verified.

4. Duration, Transfer & Relinquishment of Rights

(a) Any IP, IPR or CI which is or becomes the property of the University under the terms of this Policy shall remain the property of the University in perpetuity unless the University elects to relinquish or transfer its right of ownership.

(b) Once the University has transferred or relinquished ownership, all costs of obtaining or maintaining formal intellectual property protection or of gaining further protection pass to the new owners.

(c) Where the University elects to relinquish its ownership in IP, IPR or CI, or where the IEB has not approved an IP, IPR or CI opportunity to proceed, the IEB may, upon request, grant the Creators the option to obtain ownership of the IP, IPR or CI. If the Creators wish to take such ownership, they may be required to reimburse the University for any costs incurred to date in relation to the establishment of formal intellectual property protection. If the Creators do not wish to obtain ownership, then the University shall be free to dispose of the IP, IPR or CI as it sees fit.

(d) Where IP, IPR or CI rights have been, are expected to be, or must be assigned to another Person by a Student, Member of Staff, Visitor or Consultant (and so cannot be assigned to the University under a SIPA, AA or otherwise), the Student, Member of Staff, Visitor, or Consultant must inform RS of the prior assignment and provide RS with a copy of the relevant documentation. Such prior assigned rights shall not be further governed by this Policy.

5. Commercialisation of IP, IPR and CI

5.1 Rights and Obligations of Creators

- (a) All Creators have an obligation to make timely disclosures to the RS.
- (b) If a Creator is creating, or believes they are creating, potentially commercially exploitable IP, IPR or CI which is the property of the University, then they are under an obligation to inform the RS and the appropriate Dean of School at the earliest opportunity. Failure to do so shall result in disciplinary action.
- (c) If a Member of Staff becomes aware that a Student, Visitor, or Consultant is or may be creating potentially commercially exploitable IP, IPR or CI which is the property of the University, then the Member of Staff is under an obligation to inform the RS and the appropriate Dean of School at the earliest opportunity. Failure to do so shall result in disciplinary action.
- (c) All Creators are required to provide assistance as necessary with regard to any formal IP, IPR or CI protection procedure(s) including but not limited to disclosing all material facts and information surrounding such IP, IPR or CI that is needed or requested to secure said formal intellectual property protection in the name of the University or one or more of its for-profit subsidiaries. All Creators are also required to all such acts and things and deliver such documents as are necessary in connection with any assignment, registration, licensing, or dealing with any IP, IPR or CI deal with hereunder.
- (d) All Creators have the right to be named as inventors in patent applications comprising of IP, IPR or CI to which they have made an inventive contribution.

5.2 Research Services (RS)

- (a) RS is the route through which proposals and potential opportunities for commercialisation of IP, IPR and/or CI reach the IEB.
- (b) When the possible or likely creation of any IP, IPR or CI is brought to the attention of RS, it shall provide a timely and courteous service to the Creator(s) including, within twenty-four (24) hours, providing the Creator(s) with an Innovation Disclosure Form (IDF), a copy of this Policy, and a Commercialisation Case Number (CCN).
- (c) Creators shall return a completed IDF within two (2) weeks of receipt of the form from RS.
- (d) Upon receipt of the completed IDF, RS will conduct an initial assessment of commercial potential of the IP, IPR, and/or CI, including a prior art search, and communicate their findings to the Creator(s) within two (2) weeks.

(e) Within four to eight (4-8) weeks of receipt of the IDF, RS will convene a meeting of the Innovation and Exploitation Board (IEB) and present for consideration the completed IDF and RS' initial assessment of commercial potential.

5.3 Innovation and Exploitation Board (IEB)

(a) The Innovation and Exploitation Board (IEB) shall be the sole arbiter of whether IP, IPR or CI belonging to the University has commercial viability. It will decide whether or not to pursue commercialisation of the IP, IPR, and/or CI disclosed in an IDF and RS initial assessment. This may include application for a grant of IPR.

(b) The IEB shall also be the sole arbiter of all for-profit research opportunities, wherever and however sourced (e.g. third party patents or spin-out companies) in which the University is interested in investing. If the IEB approves the University's participation, it shall be through one or more of the University's for-profit subsidiaries.

(c) Membership of the IEB shall be decided by RS and published on the RS website.

(d) Full details of the IEB's decision will be passed to the Creator(s) within one (1) week of the IEB meeting.

(d) If the IEB approves an IP, IPR or CI opportunity to proceed, the cost of obtaining formal intellectual property protection, and the cost of any subsequent exploitation, shall be borne by the University through one or more of its for-profit subsidiaries.

5.4. Projects

(a) Once the IEB has decided in favour of the commercialisation of any IP, IPR and/or CI, RS may initiate commercialisation (a 'Project').

(b) The following procedures shall apply to all 'Projects':

1. RS shall identify a member of the existing support staff to act as a Technology Transfer Officer (TTO) to work on the Project;
2. The designation of a TTO shall immediately follow the IEB's decision to approve commercialisation;
3. RS shall inform the Creator(s) of the identity of the TTO within one (1) week;
4. The TTO shall confirm a commercialisation plan with the Creator(s) within four (4) weeks;
5. RS shall progress any patent applications planned for the Project and be ready to file them within four to six (4-6) weeks;
6. RS shall write and add to the research pages of the University's website (and any other appropriate web pages) a brief non-confidential

description of the Project within four (4) weeks of intellectual property protection being put in place (e.g. patent granted; copyright/trademark registered);

7. At all times during the Project, RS shall keep the Creator(s) apprised of progress with a bi-monthly summary activity report in the first year of commercialisation and at quarterly intervals thereafter until the process of commercialisation is complete. Such summaries shall include details of costs expended on the Project, any income generated by the Project, and any known expenses or income which have not yet been paid out or received in.
8. The IEB shall review the commercialisation progress of the Project within six to nine (6-9) months of the later of the date of any patent application being filed or the date of the initial IEB decision with a view to deciding whether to continue the commercialisation process. The IEB shall inform the Creator(s) of its decision within one (1) week.
9. The process of commercialisation shall be deemed to be complete when (i) the IEB has decided so or (ii) a licence agreement concerning the IP, IPR and/or CI of the 'Project' has been signed with a third party or (iii) a board of directors has been found for a New Company whose object is to continue the process of commercialisation outwith the University.

5.5 Net Income

(a) Unless Section 5.6(k) applies, Net Income arising from or as a consequence of any IP, IPR and/or CI owned or exploited by the University under the Policy or from the sale of any equity in any company to which the University has licensed or assigned any IP, IPR and/or CI, shall be paid out as follows:

- Creator(s) 50%
- School 40%
- RS Patent Budget 10%

Where there is more than one Creator, the Creator share shall be divided equally amongst them.

5.6 New Companies

(a) It is in the discretion to recommend whether a New Company would be the best method for commercialising IP, IPR, and/or CI presented to it.

(b) Any such New Company shall be formed by the University either directly or through one of its wholly owned subsidiaries.

(c) The Parent shall create a New Company and take an initial equity stake of twenty-four percent (24%). The University shares will have the same rights as those held by the Creator. No equity stake shall be held by any Member of Staff

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who is not involved in the management of the New Company or was not involved in the creation of the IP, IPR and/or CI to be commercialised by the New Company.

(d) The Parent shall provide the New Company with an exclusive license to exploit said IP, IPR and/or CI on at least the following terms:

1. Reimbursement of all IP, IPR and/or CI protection costs incurred by the University;
2. Royalties to be payable to the Parent on all income received by the New Company relating to the licensed IP, IPR and/or CI. The Parent may decide that payment of royalties may commence only after the New Company has achieved a pre-agreed milestone. The level of such royalties shall be agreed prior to the date of incorporation of the New Company.

(e) The Parent may provide the New Company with an option to receive assignment of said IP, IPR and/or CI on such terms and conditions as may be agreed. Such terms and conditions may be related to the performance of the New Company and may include reference to levels of investment in, and the turnover and income of the New Company.

(f) If, within two years of formation of the New Company, the Parent decides not to continue the maintenance of said IP, IPR and/or CI, the University may offer the New Company first refusal to obtain a licence or assignment of any IP, IPR and/or CI held by the New Company as part of its work with the University or which arises from the research programme or laboratory or area of work within the Parent which gave rise to the IP, IPR and/or CI and which forms the basis of the New Company. The first refusal shall be for no longer than a period of two years following the date of incorporation of the New Company.

(g) The Parent may grant leave to a Creator who is a Member of Staff for a period of up to two (2) years following establishment of the New Company, provided that:

1. The appropriate Dean of School or Manager Director approves the leave of absence
2. On expiry of the period of leave, the Parent shall endeavour to re-employ a Member of Staff who elects re-employment;
3. If the leave granted is on a full-time basis, the University shall cease all salary, tax, pension, national insurance, and employment-related payments and shall not be liable for any insurance protection including but not limited to professional indemnity and public liability made to and on behalf of the Member of Staff. All such costs shall be borne by the New Company;
4. If the leave granted is on a part-time basis, the Parent shall not cease such payments but the New Company shall be obliged to reimburse the Parent for its share of such payments, such share to be determined according to the proportion of the Member of Staff's time spent working for the New Company, plus a reasonable administrative overhead charge
5. Where the leave granted is on a part-time basis, the Member of Staff shall keep two (2) separate laboratory notebooks, one for work done on behalf of

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the Parent and one for work done on behalf of the New Company, which shall be signed by an independent third party on a weekly basis, in order to clearly establish ownership of any IP, IPR and/or CI which may be created during the period of part-time leave. As an alternative, it is permissible that research results be recorded using electronic media where the date of recording can be independently verified;

6. Any leave granted under the provisions of this section may be cancelled by either party giving three months' notice to the other party.

(h) The Parent, if making available to the New Company facilities and/or other resources, shall charge market rates. The New Company shall adhere to all applicable health and safety regulations and all other rules of the Parent. The appropriate Dean of School's approval is required before the New Company may use any such facilities and/or resources. The charges for using such facilities and/or resources shall be repaid to the Parent by the New Company over a mutually agreed time period. If no time period is or can be agreed, repayment will commence within twelve (12) months of the date of incorporation of the New Company and be completed within twenty-four (24) months of coming due.

(i) Any direct costs involved in the incorporation of the New Company shall be met in the first instance by the Parent where such incorporation is undertaken by the University but shall be repaid by the New Company over a mutually agreed time period commencing immediately after the date of incorporation of the New Company and ending no later than 24 months after the date of incorporation.

(j) Any Creator employed in any capacity by a New Company, or who receives a payment from a New Company arising from their role as a director of or consultant to that New Company, or who holds any equity in that New Company, shall not be entitled to Net Income as set out in Section 5.5 of this Policy, provided that such Net Income amount to which the Creator would otherwise be entitled is in the opinion of the Parent of similar value to the Net Income amount the Creator would have otherwise received. If the amount of Net Income a Creator would otherwise receive is materially different from the value of the employment, payment or equity that Creator is receiving, the Parent may make any payment(s) of Net Income to Creators as it deems equitable. Creators shall have no recourse or appeal regarding such determination of the Parent. Any Net Income to which the Creator would be entitled under Section 5.5 but which the Creator is not entitled to receive due to employment with or payment or equity from the New Company shall instead be given to the School from which the Creator came.

(k) A Member of Staff who is employed by a New Company on a consultancy basis shall keep two separate laboratory notebooks, one for work done on behalf of the Parent and one for work done on behalf of the New Company. The two notebooks shall be reviewed and signed by an independent third party on a weekly basis in order to clearly establish ownership of any IP, IPR and/or CI which may be being created. As an alternative, it is permissible for research results to be recorded using electronic media where the date of recording can be independently verified.

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The consultancy agreement with the New Company which employs the Member of Staff shall clearly define the scope of work which the Member of Staff is employed to provide consultancy.

(l) The New Company is granted a non-exclusive, royalty-free license in perpetuity to use the Parent Logo in connection with any publicity, literature, advertising material or such like provided that such use is always accompanied by the words "a spin-out company of RAU" so long as RAU remains a shareholder of the New Company and in connection with any product developed from any IP, IPR and/or CI created at the Parent provided that such use is always accompanied by the words "developed from work at RAU". The University shall retain the right to cancel the licence granted hereunder on the provision of one month's written notice to the New Company.

6. Provisions Relating to Conflicts of Interest

(a) Any Creator who benefits in a financial or other manner from any involvement with any licensee, assignee or user or potential licensee, assignee or user of any IP, IPR and/or CI in which the University has any rights shall not have any role in any negotiations with that licensee, assignee or user regarding the use, sale, licensing, disposal or otherwise of that IP, IPR and/or CI.

(b) Any actual or potential conflict of interest concerning any Person involved with the invention, protection or exploitation of any IP, IPR and/or CI in which the University has an interest must be declared by such Person to RS before such protection or exploitation commences.

7. Miscellaneous


(a) This document is not intended to affect any rights which may arise under Section 40 of the Patents Act 1977 (or any successor law), nor does it constitute a 'relevant collective agreement' within the meaning of Section 40(3) of the Patents Act 1977 (or any successor law).

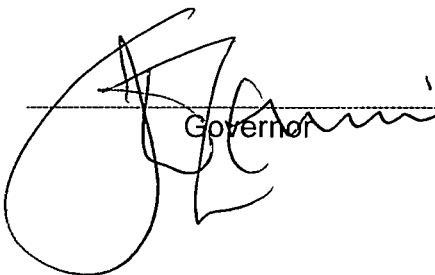
(b) Reference is made to the Code of Practice for Commercialisation which outlines the commercialisation process in the University and the levels of commitment expected and given by those involved in the commercialisation process which is incorporated as part of this Policy.

(c) Any disagreement arising from the interpretation of this Policy will be dealt with under the University's grievance procedure.

(d) This policy applies to all IP effective from 1 January 2016.

Signed

Signed:  Date: 16.8.2016
Vice-Chancellor

Signed:  Date: 15/7/2010
Governor