



University College Cork, Ireland
Coláiste na hOllscoile Corcaigh

Intellectual Property Policy

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1. Introduction

University College Cork (UCC) encourages and supports the creation of many forms of Intellectual Property (IP) through its role in teaching, research, innovation, enterprise and associated activities. This IP includes a wide range of outputs of creative endeavour, for example know-how, copyright, design rights, trademarks, patents, software (code and algorithms), databases, breeders' rights and domain names.

The core mission of UCC is to create and sustain an inclusive environment and culture to enable transformative research, innovation, entrepreneurship and learning for the enrichment of society and stewardship of our planet. This IP policy supports UCC's strategic objectives to "create an innovation culture and entrepreneurial campus, underpinned by an ethos of creativity and discovery" as part of UCC's goal to "Deliver impactful research and innovation that addresses global grand challenges in signature areas of excellence through the UCC Futures framework, resulting in a distinctive research reputation."

The key goals of this IP policy are to:

Promote Knowledge Creation and Dissemination

Support UCC's Core Mission: Advance learning and scholarship by encouraging the creation of original intellectual property.

Facilitate Public Access: Ensure that knowledge and innovations generated at UCC are accessible to the public, enhancing societal benefit.

Foster Innovation and Commercialisation

Encourage Early Identification of IP: Promote the early identification and protection of valuable UCC intellectual property.

Support Commercialisation: Facilitate the Commercialisation of IP to benefit UCC, creators and the wider community, translating research into practical applications.

Balance Stakeholder Interests

Respect IP Creators' Rights: Acknowledge and respect the contributions of IP creators, including staff and students.

Protect Institutional Interests: Safeguard UCC's interests while honouring commitments to external research sponsors and partners.

Ensure Regulatory Compliance

Adhere to Legal Frameworks: Comply with relevant legal requirements, including patent legislation and copyright laws.

Meet Funding Requirements: Ensure compliance with the requirements of research funding bodies, national IP Guidelines and maintain appropriate governance over IP management.

Promote Sustainability and Climate Action

Facilitate Sustainable Technologies: Support the commercialisation of environmentally friendly technologies and solutions, contributing to UCC's sustainability goals.

Align with Strategic Goals: Ensure that IP management aligns with UCC's strategic objectives, including the UCC Futures framework and commitments to sustainability and climate action.

The intent of the IP Policy is to facilitate the widespread use of UCC's IP, through various mechanisms of access.

2. Policy Purpose

This policy sets out the principles relating to the ownership, management and commercialisation of IP arising from academic, teaching, research or enterprise activities in UCC. It provides guidance to encourage the early identification of such IP, and its effective management to facilitate successful utilisation for the mutual benefit of all parties. It seeks to do this with due recognition to UCC's traditions of education and scholarship, academic freedom, open and timely publications, and UCC's mission to serve the public interest.

Sponsors of research and the Irish State expect UCC to make appropriate arrangements for the management and exploitation of IP so that the opportunity shall be taken to commercialise the IP in all possible fields, applications and territories, where it is consistent with achieving UCC and Ireland's objectives.

UCC's IP policy:

- Sets out the principles that govern UCC's approach to managing IP arising from research and scholarship by University Employees and Students
- Safeguards the interests of UCC and the Creators
- Aligns IP management and commercialisation with guidelines, codes, agreements, and regulations established by the EU, national government bodies, and Sponsors of UCC research
- Helps Employees and Students identify IP at an early stage, clarify its ownership and indicate sources of advice and guidance
- Sets out the processes to be followed to implement effective management and exploitation of IP for the benefit of UCC and its Creators
- Ensures that the rights and expectations of Sponsors of research are protected and met
- Incentivises commercialisation by ensuring the equitable sharing of benefits with Creators
- Assist in disputes related to IP

This policy applies to Employees of UCC, Adjuncts, Visitors and Students. The arrangements for Students are described in Annex C.

3. Terminology

The following terms used throughout the document are defined below: -

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| Commercialisation | Any form of utilisation of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. "Commercialise" is similarly defined. |
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| <p>Creator</p> | <p>An Employee who creates IP and/or</p> <p>A Student who has assigned IP to UCC for the purposes of UCC's commercialisation of that IP</p> <p>This shall include (but is not limited to) any:</p> <ul style="list-style-type: none"> a) inventor i.e. any person to whom this Policy is applicable, who individually or jointly with others makes an Invention and who meets the criteria for inventorship under IP laws of Ireland; b) creator of a copyrightable work, design or mark and who meets the criteria for authorship under the IP laws of Ireland; c) creator of a design which qualifies for registered or unregistered design rights (including semiconductor topography rights); d) person who obtains, verifies or presents the contents of a database (or seeks to do so); e) breeder, discoverer and/or developer of a plant variety; and/or f) developer of know-how which is of standalone importance, separate from trademark or other IP (excluding copyright in works which describe such know-how) |
| <p>Deductible Costs</p> | <p>All expenses incurred by UCC in the management of IP for which Distributable Payment has been received and includes, but is not limited to, those expenses that relate to</p> <ul style="list-style-type: none"> a) UCC's expenses incurred by payment to external entities for securing, maintaining and enforcing IP protection, such as patenting and litigation expenses; b) costs incurred by UCC in the licensing/assignment of IP, including marketing costs, contract negotiation and drafting costs; and c) costs incurred by UCC in making, shipping or otherwise distributing products, processes or services that embody the particular IP, <p>but not including staff time or general administrative costs.</p> |
| <p>Distributable Payments</p> | <p>Payments (including, but not limited to, outright sale of IP, option payments received, licence fees received, evaluation fees received, upfront and milestone payments received, royalty payments received, share of profits received, dividends received, income through disposal of equity, and direct sale of products or services) actually received by UCC for the Commercialisation of institutional IP after deduction of Deductible Costs incurred by UCC in connection with protecting and exploiting the IP concerned or the management of UCC's equity stake.</p> |
| <p>Employee</p> | <p>Any UCC Employee, whether full-time or part-time, permanent or temporary, and includes for the purposes of this Policy:</p> <ul style="list-style-type: none"> a) any person with a professional, emeritus or honorary appointment to UCC; b) all employees of UCC's wholly owned subsidiary companies; c) any adjunct, visiting or emeritus member of staff of another public |

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| | <p>research organisation or higher education institution who is engaged in research or teaching at UCC;</p> <p>d) any dual/joint appointee where staff are also employed at another academic institution,</p> <p>e) any secondee from a third party; and/or</p> <p>f) any individual who has signed a contract for services or consultancy agreement with UCC.</p> |
| Founder Creators | An Employee or Student who makes an invention or creates IP that is the subject of a licence to a UCC spin-out company AND who holds their own equity in that UCC spin-out company. |
| Intellectual Property (IP) | <p>All outputs of creative endeavour in any field at UCC for which legal rights may be obtained or enforced pursuant to the law. IP may include:</p> <p>a) literary works, including publications in respect of research results, and associated materials, including drafts, data sets and laboratory notebooks;</p> <p>b) teaching and learning materials, including lecture notes, slides and lecture recordings;</p> <p>c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of UCC resources or facilities;</p> <p>d) databases, tables or compilations, computer software algorithms and code, preparatory design material for a computer program, firmware, courseware, and related material;</p> <p>e) patentable and non-patentable technical information;</p> <p>f) designs including layout designs (topographies) of integrated circuits;</p> <p>g) plant breeders' rights, plant varieties and related information;</p> <p>h) confidential information and trade secrets;</p> <p>i) know-how, information and data associated with the above; and</p> <p>j) any other UCC-commissioned works not included above.</p> |
| Intellectual Property Rights (IPRs) | The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trademark, registered design or plant breeders' right, respectively. |
| Research Contract | Any type of agreement between UCC and an external party or research Sponsor, concerning research, which could result in IP being created at UCC. This shall include, but is not limited to, all sponsorships, donorships and collaborations with the external party or research Sponsor. |
| Research Futures | Thematic areas established by UCC to provide a creative, inclusive and transformative interdisciplinary platform. |
| RICU | UCC Research Institute, Centre or Unit, as defined under UCC's Policy on |

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| | the Governance of Research Institutes, Centres and Units ¹ |
| Scholarly Materials | This shall include teaching materials, lecture notes, lecture slides and recordings, academic articles, conference papers, textbooks, theses and dissertations, works of fine art, video and film materials and novels and poems. |
| Spin-out Company | A company established to develop and/or commercialise IP generated at UCC (whether on its own or with other IP). |
| Sponsor | An external organisation to UCC which funds UCC research. |
| Student | Any registered undergraduate or postgraduate Student of UCC. |
| Tangible Research Materials | This shall include computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams, biological materials, engineering drawings, equipment and associated research data. |
| The Policy | Means this IP Policy |
| Visitor | Any person who is neither an Employee nor a Student of UCC who engages in work at UCC, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an appointment agreement with UCC. |

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<https://uccireland.sharepoint.com/:b:/r/sites/ResearchSupport/Shared%20Documents/Polices%20and%20Guidelines/RICU%20Governance%20Policy.pdf?csf=1&web=1&e=TvjnXV>

4. Principles

1. Research should be used for the benefit of society.
2. Research should be published openly and widely, in line with the principles of Open Research to make research findings, including publications, underlying data and other outputs freely accessible and available for reuse.
3. Where IP arises from research that has commercial potential, UCC intends to make such IP available in a form that will most effectively promote its development and use for economic and social benefit. It should be protected and exploited in the most effective way to ensure that it reaches the marketplace to develop new products and/or services.
4. Use of IP through commercialisation will be in line with the objectives of UCC.
5. Financial return will be achieved where appropriate as outlined in the National IP Protocol.
6. IP created by UCC Employees shall be owned by UCC, with certain exceptions (see Section 6 below).
7. IP created by UCC students, shall be owned by that student except where UCC ownership is required to ensure that UCC is in compliance with its funding obligations, the National IP Protocol and/or is required for effective management of UCC's own IP (section 4 below of Student IP Schedule).
8. In situations where IP has the potential for commercial application, publication and dissemination may need to be deferred for a short time to facilitate the creation of patent rights or similar to protect that IP as part of the commercialisation strategy. This may impact on publication timing but will not prevent publication once the appropriate protection arrangements have been made.
9. Employees and Students should maintain the confidentiality of what they create.
10. Throughout the Commercialisation process, due recognition will be given to the Creators.
11. In line with academic tradition, UCC waives its right of ownership of copyright in Scholarly Materials, except where such rights have been created pursuant to a Research Contract or where there is written agreement to the contrary.
12. In line with international and national norms, UCC distributes revenue that it receives through the Commercialisation of its IP through technology transfer.
13. For the avoidance of doubt, unless stated otherwise, this policy shall apply to all IP disclosed to UCC on or after the Effective Date and to IP disclosed earlier with first Distributable Payments requiring disbursement after the Effective Date.

5. Advice And Support

UCC Innovation staff are experienced in the protection and exploitation of IP and provide services to UCC, its Employees and Students on IP and related issues. These services include financial, commercialisation and administrative advice and support regarding IP issues; identification of the commercial potential of IP; and the practical issues relating to patenting, copyright protection, licensing and company formation. These services also include the funding and administration of patents and patent applications owned by UCC.

6. IP Ownership

Under Irish employment law, IP generated by Employees in the course of their duties is the property of the employer. IP generated by UCC Employees in the course of their employment is the property of UCC, except where

- there is a contract to the contrary, or
- UCC has otherwise agreed in any other relevant agreement authorised appropriately under UCC Signing Authority Policy.

This shall apply to UCC Employees whether their place of work is at UCC or elsewhere. UCC shall own the IP of any Employees on placements or secondments unless a contract exists dictating otherwise.

UCC claims right of ownership to IP created by Visitors undertaking research at UCC by invitation from any UCC Employee, unless there is a written agreement with UCC that explicitly states the contrary that is effective prior to the commencement of such research.

IP created by Employees outside the normal course of their employment belongs to the Employee concerned, except where any of the following has been used to create the IP

- More than incidental use of UCC resources² (e.g. equipment, funds, supplies, consumables or facilities including equipment);
- UCC confidential information (including trade secrets and know-how);
- UCC IP; or
- Use of the UCC's name or crest or other mark or distinguishing feature in the promotion of the work.

Where UCC resources, confidential information or IP have been used to create the IP (other than incidentally) this IP will be owned by UCC and the Employee will be deemed to have agreed to assign (i.e. transfer ownership of) such IP to UCC.

Employees of UCC may not use UCC resources including facilities, other Employees, equipment or confidential information for personal gain. If UCC resources have been used to create IP (other than incidentally) the Employee will be deemed to have agreed to assign such IP to UCC.

It is the responsibility of each Employee that holds an honorary or other academic or research appointment at another institution (Host Institution) to bring to the attention of his/her Host Institution, including its IP management office, his/her obligations in terms of this Policy, prior to the tenure at the Host Institution. To the extent that the Host Institution's IP Policy makes a claim on IP created by the Employee pursuant to such appointment, the Employee shall ensure that the Host Institution negotiates a suitable IP arrangement with UCC.

² For the purposes of this policy, "more than incidental use" of UCC resources refers to any use of University facilities, equipment, funds, materials, or personnel that goes beyond minor or routine use. This includes, but is not limited to, the use of specialized laboratories, research funding, dedicated technical staff, proprietary data or software, or significant time spent using University infrastructure. In contrast, "incidental use" refers to minimal, everyday use of general resources such as email, internet access, standard office software, or occasional use of shared office space that does not materially contribute to the creation of the intellectual property.

IP created by a Student (who is not an Employee of UCC) normally belongs to the Student concerned in accordance with the UCC Student IP Policy (Annex C). Students will be asked to assign IP to UCC where this is necessary to allow UCC to comply with the conditions of the Sponsors of the research and/or to exploit the IP when created with UCC Employees. In such cases Students are encouraged to seek independent advice. Students who have assigned such IP to UCC will be offered revenue-sharing arrangements in line with those offered to UCC Employees (see Section 9 below).

Scholarly Materials

Under the terms of Copyright and Related Rights Acts 2000 to 2017, UCC owns all copyright in works created by UCC Employees in the course of their employment.

In line with academic tradition, UCC waives its right of ownership of copyright in Scholarly Materials, except where such rights have been created pursuant to a Research Contract, have been specifically commissioned by UCC or where there is written agreement to the contrary.

UCC shall have a non-exclusive, perpetual, irrevocable, fully paid up license to use Scholarly Materials for UCC's administrative, educational, research and promotional purposes. UCC waives the right to commercialise teaching materials and lecture recordings outside the university without the agreement of the creator.

UCC recognises and endorses the rights of Employees, Students and Visitors to publish their Scholarly Materials, provided that any Scholarly Materials which may disclose any possible commercially valuable IP shall first be declared to UCC Innovation providing UCC with an opportunity to protect that IP.

In seeking to publish Scholarly Materials, Employees and Students shall comply with UCC and Sponsor policies regarding open access. Employees and Students should endeavour to obtain publishers' permission to include published Scholarly Materials in UCC's Institutional repository [whether as a published edition or in pre-publication form].

Moral Rights

UCC undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works.

UCC acknowledges that moral rights vest in authors of copyright works irrespective of the copyright ownership thereof and include:

- the right of attribution of authorship in respect of the copyright works;
- the right not to have authorship of the copyright works falsely attributed; and
- the right of integrity of authorship in respect of the copyright works.

UCC will not require Employees, Students or Visitors to waive their moral rights as a condition of employment, enrolment, appointment or funding.

Tangible Research Materials

Tangible Research Materials, embodying potentially exploitable IP created in the course of research activities, should only be transferred outside UCC under the terms of a relevant transfer agreement negotiated in accordance with UCC Innovation guidance. UCC

Innovation is the authorised signatory for confidentiality agreements, data transfer agreements and/or material transfer agreements in UCC.

7. Commercialisation of UCC IP

a. Disclosure of Intellectual Property

All IP that could reasonably be judged to have the potential for commercial use should be identified by the Creator and disclosed to UCC Innovation as early as possible (normally at least four weeks prior to any planned or proposed disclosure to any third party, including at meetings or conferences, etc.) in order to avoid loss of intellectual property protection (for example due to the IP being publicly disclosed before patent filing). Disclosure of IP to UCC Innovation should be done as early as possible. This is to allow UCC to take suitable steps to assess and protect such IP prior to disclosure since it may not be possible to apply for a patent after disclosure.

UCC is responsible for arranging and paying for the protection of IP if UCC Innovation deems the IP to have commercial potential. For the avoidance of doubt, UCC is under no obligation to seek IP protection.

The terms and conditions of the Sponsors of the research giving rise to the IP must be complied with. It may well be that such terms and conditions grant right of ownership of IP arising from the sponsored research to the Sponsor.

UCC, as owner of the IP, is responsible for determining the exploitation route, in consultation with the Creator. The nominated decision maker within UCC for determining the exploitation route and commercial terms and conditions is the Director of UCC Innovation.

The financial benefit from the exploitation of IP, after deduction of the costs of protection and/or exploitation, will be shared between UCC, the Creator(s) and the School(s) and/or RICU and/or Futures from which the IP originates, as described in Section 9 below.

As described above, all IP with the potential for use commercially should be identified by the Creator and disclosed to UCC as early as possible. Creators shall keep appropriate records of their research in accordance with UCC's applicable policies and procedures (The UCC Research Data Management Policy and the Code Of Research Conduct) and make reasonable efforts to ensure that only those individuals within UCC who need to have access to such records for the performance of their duties are granted such access.

The Creator(s) of the IP resulting from his/her research or that of his/her team, shall disclose such potential IP to UCC via UCC Innovation promptly by means of an IP Disclosure Form (Appendix A).

Creators must provide to UCC Innovation such full, complete and accurate information as UCC Innovation may reasonably require to enable it to sufficiently assess the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number. UCC Innovation will share this reference number with the Creators to signify that the IP Disclosure has been formally received by UCC.

Creators shall, upon request, sign the appropriate legal documents provided by UCC Innovation that attest to creatorship. It is essential that that the inventive and creative contributors are correctly identified. Errors or incompleteness have significant implications for the integrity of any IP rights and the management of Distributable Payments (see Section 9 below). Where there is more than one Creator, and there is a dispute as to the contribution

to creatorship, UCC Innovation shall, in consultation with the Creators, assist in the determination of the percentage IP creatorship, failing which it shall be assumed that there was an equal undivided contribution. UCC Innovation may engage external legal or expert advice to support this determination.

The Creators shall be required to formally assign any right, title or interest they may have in that IP to UCC in the form of a confirmatory assignment agreement.

b. Assessment of Intellectual Property

UCC Innovation will assess such disclosures for potential for commercialisation and provide an initial assessment of the most suitable exploitation route. This assessment will include consideration of any requirements of the Sponsors of research.

The Director of UCC Innovation will decide whether to protect the disclosed IP to enable further development with a view to licensing to an existing commercial entity or the formation of a UCC Spin-out Company.

UCC Innovation will notify the Creator(s) of the decision of whether UCC will or will not pursue IP protection and/or Commercialisation of the disclosed IP within 90 days.

UCC reserves the right not to protect or Commercialise IP that it owns, if after consultation with the Creators:

- there is no reasonable prospect of commercial success;
- it is not deemed to be in the best interest of UCC; or
- it is not deemed to be in the public interest.

If UCC Innovation determines that the IP is not potentially exploitable or a decision is taken not to proceed with patenting or other commercial exploitation and the Creator wishes to pursue the matter personally, they may submit an application to UCC Innovation requesting that such IP be licensed or assigned to the Creator. This application will set out the Creator's proposals for commercialisation of the IP and the advantages and benefits to UCC of those proposals. Such application must be signed by all of the Creators of the IP if there is more than one.

UCC Innovation will adjudicate on this proposal having taken due consideration to the views and needs of

- all Creators,
- their research teams,
- relevant school/RICUs/Futures,
- the requirements of the Sponsor(s) of the research which gave rise to the IP, and
- the use of this IP in current or future research programmes.

For the avoidance of doubt, if IP is assigned to Creator(s) under this Section 7b, then UCC shall no longer be responsible for any subsequent costs of the IP after assignment to the Creator(s). The terms of the assignment of UCC IP to the Creator(s) shall be subject to any reasonable terms and conditions necessary to protect UCC and shall clearly state, in consideration of the assignment of the IP, the Creator(s) shall

- grant UCC a non-exclusive, royalty-free licence to use the IP for research and teaching purposes.

- share with UCC 25% of any future revenue from the commercialisation of the IP, after the deduction (pro rata) of both parties' reasonable costs of marketing and patent protection.

In such circumstances, UCC and the Creator(s) shall enter into a revenue sharing agreement to this effect.

c. Assessment of Exploitation Outcomes

Decisions regarding the exploitation route and negotiations regarding exploitation will be conducted by UCC, as owner of the IP, under the auspices of the Director of UCC Innovation. The relevant Head of School, Head of College, Research Future Director and/or Director of RICU may also be consulted at this stage, where appropriate. Individual Creators will be fully consulted, but because of the potential for conflict of interest, any final decision regarding exploitation will rest with UCC.

Decisions around commercial exploitation of IP shall be at the sole discretion of UCC, delegated to the Director of UCC Innovation.

The Director of UCC Innovation will be responsible for decisions regarding patent protection, filing of patent applications and related IP protection methods (at UCC Innovation's cost unless otherwise agreed with a School, RICU or Research Future).

For the avoidance of doubt, IP that is deemed to have commercial potential can include IP that cannot be protected by patenting.

Creators will be kept informed by UCC Innovation of decisions regarding the IP.

Creators are expected to do all things necessary to allow UCC to seek and register rights in the IP. This shall include but is not limited to

- provide all reasonable assistance to UCC in the identification, protection and/or commercialisation of IP;
- complete any document which UCC reasonably requests, for example:
 - disclose to UCC any IP which they created, made and/or developed;
 - confirm IP Creatorship without delay;
 - assign to UCC any right, title and/or interest to any IP;
- make UCC aware of any third-party contribution (whether financial, intellectual, resources or otherwise) to the relevant IP.

If any Creator fails to complete any document which UCC reasonably requests pursuant to this Policy, UCC may take action against them under the relevant disciplinary procedure.

Modes of IP Commercialisation may include:

- license, either exclusive or non-exclusive, and variations thereof;
- assignment (transfer of ownership) in circumstances where this is demonstrably the most effective way of exploiting the IP and subject to adequate safeguards as described in the National IP Protocol;
- formation of a Spin-out company to which the IP is licensed or assigned;
- non-profit use or donation;
- joint ventures;
- royalty free access on humanitarian or other grounds; or

- various combinations of the above.

All IP under management by UCC Innovation, including patented IP, will be reviewed periodically in conjunction with Creators to determine whether the costs of retention within the portfolio continue to be justified in the context of market information and technology performance.

If, as a result of such a review of a particular IP asset, the Director of UCC Innovation determines that UCC will not retain particular IP rights, UCC Innovation may elect to discontinue the protection of the IP. This shall be at the sole discretion of the Director of UCC Innovation. In such circumstances the opportunity for the Creators to take over the Commercialisation opportunity as outlined in Section 7b above shall apply.

All Commercialisation of UCC IP will be undertaken with due recognition of State Aid obligations and in accordance with the general principles and safeguards laid out in the current version of the National IP Protocol, which will guide the approach taken and the commercial terms deemed appropriate.

Regardless of the mode of IP Commercialisation, the transaction will be executed in a legal agreement which:

- protects the interests of UCC, its Employees, Students and Visitors;
- retains rights for UCC to use the IP for educational and research purposes and to assist UCC's wider national and international objectives as well as enriching society;
- assures that the IP will be utilised in a manner which will serve the public good;
- assures that the IP will be developed and brought to the marketplace as useful goods and services; and
- prohibits the "shelving" or "mothballing"³ of the IP or its use in any illegal or unethical manner.

Commercialisation agreements will be restricted to specific, existing elements of IP which can be readily identified. 'Pipeline' agreements giving third parties rights to IP to be developed in the future will not be entered into. However, options to acquire rights to future IP and further improvements may be agreed to in specific circumstances subject to additional payments being made and adherence to the National IP Protocol and the principles described in this Policy.

Licensing terms relating to exclusivity, fields of application and/or geographical territories will be made to optimise exploitation of the IP and exposure of the IP to the marketplace.

UCC Innovation will prepare appropriate marketing materials, seek to identify potential licensees, negotiate and draft licences, and receive and manage Distributable Payments made in accordance with UCC policies.

In circumstances where there is more than one element of IP (either patented or otherwise) that is to be licensed to a third party, UCC Innovation will discuss the respective contributions of each element of the licenced IP that is the subject of the licence agreement, with the relevant Creators.

³ Shelving or mothballing of academic IP refers to IP and IP disclosure bundles that remain unexplored, unlicensed or unused.

It will be the role and responsibility of UCC Innovation to invoice licensees for payments arising from the Commercialisation of IP. Such a role may be delegated to other responsible UCC offices at the sole discretion of the Director of UCC Innovation.

8. Spin-Out Company Creation

UCC encourages and supports the establishment of Spin-out Companies as a mechanism to create impact from University IP.

The Director of UCC Innovation is responsible for spin-out formation.

As part of assessing the merits of establishing a Spin-out company, the Director of UCC Innovation will consider the business case for the transaction including the intended business plan of the company, the foundation team, the management of possible Conflict of Interests, compliance with the National IP Protocol, State Aid obligations and the ambitions of this Policy.

Should a Spin-out Company be formed, it will normally be on the basis that any equity holding at the outset is shared between UCC and the founders of the company (including Founder Creators) in proportions to be agreed at the time, having regard to their anticipated contributions to the Company in the future.

Prior to any external financial investment, the default division of equity in a Spin-Out Company at the date of IP transfer will be

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| Founders Equity Share | 90% |
| UCC Equity Share | 10% |

UCC may, at its discretion, forego its right to shares in order to take a warrant to subscribe for shares in the Spin-out Company at a future exit event. Taking shares or a warrant for shares by UCC is a separate matter from UCC receiving monetary payments (e.g. in the form of on licensed IP) from the company as appropriate in the circumstances. (A full description of the UCC spin-out processes and procedures is provided in Annex B of this IP policy).

UCC Employees and/or Students that are Creators of IP which is licensed to a Spin-out Company, may have the opportunity, but not an entitlement, to hold their own equity stake in this Spin-out Company (Founder Creators). UCC cannot negotiate any such stakes for Employees or Students.

UCC Employees are required to disclose any such intended equity stakes to UCC under the [UCC Conflict of Interest Policy](#).

Should UCC have the opportunity to realise value through the sale of equity in a Spin-out Company, the case to do so will be assessed by the Director of UCC Innovation, in consultation with University Leadership Team. Should the sale of such equity be deemed to be in the best interests of UCC, the Director of UCC Innovation will recommend to the Governing Authority Finance, Oversight Planning & Resource Allocation Committee (FOPRAC) the sale of some or all its equity in the Spin-out Company. No such sales of shares will be made until approval is given by FOPRAC. The UCC Signing Authority and Approval

Policy (available [here](#)) assigns responsibility for signature and approval of such related agreements.

Should UCC receive dividends from its equity holdings in Spin-out Companies they shall be distributed in accordance with Section 9 below.

Notwithstanding any other clauses in this Policy, any UCC Employee that receives an equity stake in the Spin-out company will not receive an allocation from the Distributable Payments arising from equity proceeds. Their relevant payment will be distributed pro-rata between the Creator's School(s)/ RICU/ Research Future and UCC Corporate

This management of Distributable Payments from equity under this Policy will be effective on all Spin-out Companies approved by after the effective date of this policy. Distributable Payments from equity in Spin-out Companies formed prior to that date will be managed according to the previous policy

9. Management Of Distributable Payments

Unless agreed otherwise with the UCC Chief Financial Officer (CFO) in exceptional circumstances, the cumulative Distributable Payments received by UCC from Commercialisation of its IP rights (including from equity in Spin-outs) will be distributed via payroll as follows:

| | Up to and including €150,000 | Over €150,000 |
|---|------------------------------|---------------|
| Creator(s) | 50% | 35% |
| Creator's School(s)/ RICU/ Research Future | 30% | 35% |
| UCC Corporate | 20% | 30% |

Distributable Payments due under this policy will be paid to the Creator(s) via UCC payroll, after deduction of applicable taxes. Where this is not possible, they will be paid by bank transfer directly to the Creator's bank account less a withholding tax. In all cases, it will be the responsibility of the Creator to declare the income to the tax authorities and to pay the necessary taxes.

Any tax liabilities falling on the Creators will be their sole responsibility and UCC will not be held accountable.

It is the responsibility of each Creator to provide contact details to UCC Innovation that will be effective should they leave UCC. If UCC Innovation, having made reasonable efforts including sending notice to their last known address, cannot contact a Creator to facilitate income distribution within 6 months of the receipt of income, that portion of the distributable payments will be retained by UCC for the benefit of that Creator's School(s)/ RICU /Futures share.

The distribution of the Creators' share of Distributable Payments shall be on the basis of the contribution they have made to the creation of IP rights as outlined in the IP Disclosure Form unless otherwise agreed in writing prior to licensing.

Should any Creator entitled to a payment under this policy choose to forego that payment, it will be added to their School/RICU/Futures payment as identified in their IP Disclosure Form.

10. Conflicts Of Interest And Conflicts Of Commitment

UCC has developed a separate and comprehensive [Conflict of Interest Policy](#), in order to increase the awareness of Employees and Visitors; outline requirements for disclosure; and establish procedures to identify them, avoid or properly manage such conflicts. That Conflict of Interest Policy governs how UCC Employees shall behave in order to identify and manage Conflicts of Interest appropriately.

The existence of a conflict of interest does not, in itself, imply wrongdoing on anyone's part. However, any private, personal or commercial interests which give rise to such a conflict of interest must be recognised, disclosed appropriately and either eliminated or properly managed. UCC Employees' primary commitment of time and intellectual contributions should be to the education, research and academic programs of UCC.

Examples of Conflicts of Interest which may arise in connection with IP commercialisation include, but are not limited to, the following.

An individual could use his/her UCC position to: -

- to influence a contract or other favourable terms for a company in which he/she, or a relative or friend, has a financial interest.
- obtain financial or non-financial benefits for him/herself or for a relative or friend in return for providing advantage, or potential advantage.
- use UCC resources or confidential information for personal financial or non-financial benefit, or benefit to a relative or friend.
- conduct business, employment or activity outside of UCC which adversely affects his/her ability to perform his/her duties.
- compromise research objectivity or independence in return for financial or non-financial benefit for him/herself or for a relative or friend.

Examples of these kinds of conflicts (this is not an exhaustive list):

A researcher having a financial interest (e.g. shareholding) in the company sponsoring research, this being exacerbated if the value of the researcher's financial interest may be affected by the outcome of the research.

An individual is a Creator of patents or other IP whose value may be affected by the outcome of research in which they are involved.

An individual holds a position in an enterprise (e.g. as director) that may wish to restrict (or otherwise manage) adverse research findings for commercial reasons or not wish to publish the results of the research.

An individual having a financial interest or other personal interest in a spin-out or may have personal IP with which they are intending to create a start-up company.

An individual having a financial interest in the licensee (or proposed licensee) of UCC IP.

An individual taking part in the negotiation of a contract between UCC and a company, where the individual or his/ her family or a close personal friend has a financial or non-financial interest (e.g. a directorship) in that company.

An individual participating in the negotiation of a contract or an IP license between UCC and a company, where the individual or his/ her family or a close personal friend has a financial or non-financial interest (e.g. a creatorship distribution) in that IP.

It is the responsibility of Creators to identify and declare Conflicts of Interest. If UCC Innovation identifies a potential, actual or perceived Conflict of Interest related to IP Commercialisation it shall make the individuals concerned aware of the conflict and request them to follow the process outlined in the Conflicts of Interest Policy.

11. Disputes, Decisions And Review

All disputes arising from or in connection with the IP Policy shall be referred by the Creator and/or Commercial Champion⁴ to the Operations Manager, UCC Innovation in the first instance.

For the avoidance of doubt, final decisions relating to exploitation of the IP, including the terms and conditions of licensing arrangements, rest with the Director of UCC Innovation or his/her nominee. Final decisions relating to company formation rest with the Spinout Review Group⁵. Where an Employee does not agree with a decision, they should seek to resolve the difference through the process set out below. It is expected that almost all cases will be capable of being resolved through discussion and informal processes.

Step 1: The UCC Innovation Head of Operations will seek to resolve the dispute within 5 working days, or within an agreed timeframe. The UCC Innovation Head of Operations may, at their sole discretion, seek the inputs of an external expert in their efforts for resolve a dispute.

Step 2: Failing resolution at Step 1, the dispute will be escalated to the Director of UCC Innovation, and/or the current Vice President for Research and Innovation for resolution, who will each also seek to resolve the dispute within 10 working days, or within an agreed timeframe. The Director of UCC Innovation, and/or the current Vice President for Research and Innovation may at their sole discretion seek the inputs of an external expert in their efforts for resolve a dispute.

⁴ A *Commercial Champion* is an individual who leads and drives the establishment of a Spin-out Company based on University Intellectual Property, taking primary responsibility for advancing the opportunity through the pre-incorporation and company formation phases, including validating the commercial proposition, supporting development of the business case, and engaging with UCC Innovation in preparation for institutional approval.

⁵ The Spin-out Review Group (SRG) is the University-level body responsible for reviewing and approving proposals to establish spin-out companies based on University Intellectual Property. Acting on behalf of UCC, the SRG provides institutional oversight to ensure proposed spin-outs align with the University's mission, comply with relevant policy and regulatory requirements, and appropriately manage institutional risk.

Step 3: In the event that the dispute is not settled at the conclusion of Step 3, it shall thereafter be referred by either party or parties for mediation by a mediator or other appropriate independent third-party expert agreed by the parties. In default of mutual agreement, a mediator shall be selected by the Centre for Effective Dispute Resolution (CEDR) in Dublin.

The costs of any such mediator or expert will be borne equally by the parties involved.

While the matter is being reviewed, neither party will take action(s) that would jeopardise the potential exploitation of the IP.

12. Policy Review

The Vice President for Research and Innovation is responsible for implementing and reviewing this IP Policy.

This IP Policy is reviewed at least every four (4) years and within six (6) months of new or updates to the National IP Protocol or Code of Governance or any other significant change in national policy or guidance.

The IP Policy records all dates upon which the Policy was reviewed and/or revised and the date of next scheduled review.

The Policy details the body within UCC that approved this latest version of the Policy and the title of the Policy owner.

Annex A – IP Disclosure Form

UCC's IP disclosure form can be viewed [here](#).

Annex B – Process For Forming UCC Spin-Out Companies

UCC's spin-out process can be viewed [here](#).

Annex C - IP Policy For Students

This policy describes the rights of Students at University College Cork in IP that is created by Students during their time at UCC.

Students should make sure they check and understand the position on ownership of IP at the outset of any project, placement or other arrangement.

Introduction

IP is a term used to describe legal rights that can exist in ideas generated and works created by individuals. These rights can have value and may be exploited for commercial and other purposes. It is likely that, during the course of their studies or research programmes, Students will create work in which IP rights arise, and this policy will apply.

The most common IP rights that might arise include copyright, patents and trademarks.

Students Covered By The Policy

This policy applies to all Students registered with UCC, whether as undergraduates, post-graduates or in some other research capacity. It also applies if a registered Student is employed by UCC or by another organisation.

Principle

Students are not University Employees and therefore UCC does not automatically own IP generated by Students during their degree course.

Students will own the IP they create through course work or research whilst registered as Students at UCC. Subject to the exceptions outlined below, this means they are free to exploit this IP as they choose taking into considerations the rights of any co-owners of that IP and any wider legal constraints that may apply.

There are important exceptions which are set out below, when UCC does require ownership of IP created by Students. In such situations UCC requires Students to assign (transfer ownership of) their IP to UCC and to complete and sign formal documentation to give effect to such an assignment. In exchange, UCC undertakes to treat Students in the same way as an Employee for the purposes of sharing any revenues arising from the commercial exploitation of that IP. This is done by applying UCC's revenue sharing procedures to the Student as a Creator under Section 9 above of the IP Policy.

Exceptions

Context

UCC is expected to manage the IP created from its research activity in line with its obligations under the National IP Protocol. Research projects form a part of many degree programmes at both undergraduate and postgraduate level. Such projects are usually proposed by members of academic staff and will often be connected in some way to that academic's ongoing research interests. Students may join a team to investigate one particular aspect of a much larger research programme. This is usually of great benefit to the Student. Rather than starting afresh, they can draw on the considerable expertise, reputation and infrastructure of the research group and thereby get a valuable head start in their research project. There are, however, some important IP considerations associated with inviting Students to work closely with existing research teams.

Students participating in research funded by the State

A substantial component of UCC's research activity is funded under research grants or contracts funded by the State. In order to comply with the National IP Guidelines, UCC will own IP created by any Student working on a project funded by, relying on, or related to, this grant or contract.

Students participating in research funded by a third party

UCC's research activity also includes research funded under research contracts with third parties other than the state. In order to comply with the National IP Guidelines and the expectations of the Sponsor, UCC will own IP created by any Student working on a project funded by and/or relying on, or related to, this grant or contract.

In cases as described here, Students will complete the actions that are reasonably required to ensure that UCC complies with the terms and conditions of any external funding agreement with the Sponsor.

In addition, UCC may require the Student to sign Confirmatory Assignment agreements formally recognising that such IP rights belong to UCC, to allow UCC to comply with its obligations, including transfer of IP to Sponsors.

UCC or a Sponsor may also require the Student to enter into a confidentiality agreement if the research involves the Student having access to confidential information.

Students participating in a research project supported by UCC

Some courses and research projects require Students to work with or be supervised by academic members of staff.

Should a research project undertaken by a Student

- involve work that builds upon the know-how of UCC,
- use substantial resources of UCC (specialist equipment and materials),
- involve UCC Employee(s) who contribute to the ideas or concept underpinning the IP that the Student may create and/or further develop, or
- include joining an existing research team during the course of their studies

any IP created or developed by the Student through interactions of this nature will be deemed to be owned by UCC.

In circumstances where UCC owns IP created solely or jointly by a Student, UCC will then treat the Student as it does an eligible Employee for the purposes of sharing any commercial revenue generated. This will entitle the Student to receive a share of any net income that arises through the exploitation of the IP. The share of the net income (also commonly known as ‘royalties’) is determined by the relative contribution made by the Student to the creation of the IP. UCC’s policy on distribution of net income received from the commercialisation of IP is detailed in the main body of this document at Section 9 above of the IP Policy.

Students on placements

A hosting organisation that offers a Student placement might make it a condition of the offer that any IP rights created by the Student during the placement will belong to the organisation and not to the Student. The Student may be required to assign the rights to the organisation offering the placement or to UCC.

Students employed by UCC or another organisation

As a matter of general law, employers own the IP rights created by their Employees. If a Student is employed or sponsored by UCC or any other organisation(s) at any time during their course or during their participation in a research programme, UCC, or the employer(s) or Sponsor(s), will own or claim ownership in the IP created by the Student during the course of such employment. It is possible that a Sponsor will have a separate agreement with the Student or with UCC under which the Sponsor claims ownership in any IP created by the Student.

UCC may require the Student to assign the IP rights to UCC, who may exercise this right to protect the interests of the employer or Sponsor.

UCC may also require the Student to enter into a confidentiality agreement if the course or research involves the Student having access to confidential information.

Respecting The Intellectual Rights Of Others

Students must respect the IP rights of others. This means Students must not knowingly claim rights in work created by others, whether academics, other Students or third parties, or copy such work without the owner’s permission.

Disputes And Appeals

In the event that there is a dispute between a Student and UCC regarding ownership of IP, then the disputes procedure set out in Section 11 above of the main body of the IP Policy shall apply.

Annex D - Humanitarian IP Commercialisation Policy

UCC is committed to supporting fair access to medicines for those in low-income countries. It will implement technology transfer strategies that promote the availability of essential medicines in such countries whilst recognising legitimate business concerns. For the purpose of this policy UCC will use the United Nations Least Developed Country⁶ designation (click [here](#) for further details)

UCC's policy when commercialising the outputs of its research is:

To prosecute possible active pharmaceutical ingredient patent applications in low-income countries only as necessary (for example, to provide development and marketing leverage for new products, or to exert leverage over global licensees, or to promote product manufacture in the country);

To include, where possible, provisions in its stand-alone commercial licences that seek to promote the manufacture of medicines or the availability of active pharmaceutical ingredients at affordable prices to low-income countries.

UCC expects its licensees to appreciate and cooperate with this Policy.

⁶ [UN list of least developed countries | UN Trade and Development \(UNCTAD\)](https://unctad.org/topic/least-developed-countries/list), <https://unctad.org/topic/least-developed-countries/list>