



UCC

University College Cork, Ireland
Coláiste na hOllscoile Corcaigh

Intellectual Property Policy

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1. POLICY PURPOSE

Employees and Students of University College Cork (UCC) produce Intellectual Property (IP) in the course of their research and scholarship. Some of this IP makes a valuable contribution to the body of knowledge relating to a wide range of disciplines, but may have little commercial value.

Other IP may have significant potential for commercial exploitation and the creation of products and/or services for the public good, which can be of benefit to the local and national economy, and may have potential financial benefit to both UCC and the Employee concerned. In addition, sponsors of research and the Irish State expect UCC to make appropriate arrangements for the exploitation of IP.

The purpose of this policy document is to provide guidance and sources of advice in order to encourage the early identification of such IP and its successful exploitation for the mutual benefit of all parties. It applies to Employees of UCC and the arrangements for Students are described in Annex C. A separate Conflicts of Interest Policy is also published on UCC's website.

This 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 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 the UCC that approved this latest version of the Policy and the title of the Policy owner.

2. TERMINOLOGY

For the purposes of this policy, the following terms are defined below:-

Distributable Payments	Payments (including, but not limited to, royalties) and/or shares in spin-out companies received by UCC in exchange for rights to IP after deduction of costs incurred by UCC in connection with protecting and exploiting the IP concerned.
Employee	An Employee of UCC.
Founder Inventors	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)	Patents, copyright, trademarks, designs, domain names, software algorithms and code (as a special case of copyright), data, databases, confidential information, trade secrets and know-how, specialist types of IP protection such as plant breeders' rights. IP in books or learned articles, artistic or musical works, sound recordings, films or broadcasts (all of which are regarded in this Policy as 'creative works') are specifically excluded from the scope of this policy except to the extent that any creative works form part of an Invention.
Invention	A novel or useful idea relating to processes, machines, manufacturing or compositions of matter. It would include such things as new or improved devices, systems, computer software, circuits, chemical compounds, biomedical materials, mixtures etc. In lay terms, it is probable that an Invention has been made when something new or useful has been conceived or developed, or when unusual, unexpected or nonobvious results have been obtained and can be exploited. Inventions will most commonly be developed through science, engineering and clinical research, but can arise from any area of academic research or scholarship.
Inventor	An Employee who makes an Invention or creates IP and/or a Student who has assigned IP to UCC for the purposes of UCC's commercialisation of that IP
Potentially Exploitable IP	An Invention or IP with potential for commercial exploitation and which might be worth protecting (e.g. by patenting).
RICU	UCC Research Institute, Centre or Unit (as defined under UCC's Policy on the Governance of Research Institutes, Centres and Units ¹)
Scholarly Materials	This shall include 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 or with a view to commercialising IP originating at the UCC (whether on its own or with other IP).
Sponsor	An external organisation to UCC which funds its research.
Student	Any person who is registered as an undergraduate or postgraduate Student of UCC or follows any UCC course as if such a Student or is applying for a PhD by published work.
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
TTO	Office of Technology Transfer

¹<https://www.ucc.ie/en/media/research/researchatucc/policiesdocuments/RICUGovernancePolicy-FinalVersion.pdf>

3. OBJECTIVES

The objectives of this policy are:

- To set out the principles that govern UCC's approach to Potentially Exploitable IP arising from research and scholarship by University Employees and Students.
- To help them identify Potentially Exploitable IP at an early stage, clarify its ownership and indicate sources of advice and guidance.
- To set out the process to be followed in order to implement effective exploitation of Potentially Exploitable IP for the benefit of UCC and its Employees.
- To ensure that the rights and expectations of Sponsors of research are protected and met.

This policy applies to IP capable of industrial or commercial application. It does not apply to IP in books, learned articles and artistic and musical works or other works excluded from the definition of Intellectual Property (see 'Terminology' in section 4 below).

4. PRINCIPLES

- 4.1. UCC's fundamental position is that research should be used to the benefit of society and should be published openly and widely, in order to make research findings freely

available to the public. For research where there is no Potentially Exploitable IP, and no other barrier to publication, research findings should be published with minimum delay in line with academic norms. However, where there is Potentially Exploitable IP, publication and dissemination may be deferred for a short time pending decision on patent protection and exploitation. Employees and Students should maintain the confidentiality of IP that they create.

- 4.2. This may delay publication, including in written abstract or oral forms, but will not prevent it once the appropriate protection arrangements have been made. Nothing in this Policy is intended to detract from this statement of UCC's fundamental position.
- 4.3. Under Irish 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 unless UCC has otherwise agreed. 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 unless a contract exists dictating otherwise.
- 4.4. 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 in place prior to the commencement of such research
- 4.5. UCC waives its right of ownership of copyright in Scholarly Materials, except where such rights have been created pursuant to a Sponsored Research Agreement or agreement with a Third Party. However, UCC shall have a perpetual, irrevocable, royalty-free licence to use such copyright in its promotional, educational and training purposes. In seeking to publish Scholarly Materials, Employees and Students shall comply with UCC and funder policies regarding open access.
- 4.6. IP created by Employees outside the normal course of their employment belongs to the Employee concerned, except where UCC resources have been used to create the IP. Where UCC resources have been used to create the IP (other than incidentally) the Employee will be deemed to have agreed to transfer such IP to UCC.
- 4.7. UCC considers Potentially Exploitable IP to be a valuable asset that should be protected and exploited in the most effective way to ensure that it reaches the market place and that the appropriate financial return is enjoyed by UCC and its Employees.
- 4.8. Throughout the exploitation process, due recognition will be given to the Inventors.
- 4.9. All Potentially Exploitable IP should be identified by the Inventor and disclosed to UCC as early as possible in order to avoid loss of patent protection due to the IP being publicly available before a patent application is filed.
- 4.10. UCC is responsible for arranging and paying for the protection of IP if it deems the IP to have commercial potential. For the avoidance of doubt, UCC is under no obligation to seek IP protection.
- 4.11. The financial benefit from the exploitation of IP, after deduction of the costs of protection, will be shared between UCC, the School(s) and/or RICU from which the IP originates and the Inventor(s).
- 4.12. 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.

- 4.13. The University, as owner of the IP, is responsible for determining the exploitation route and the related terms and conditions in consultation with the Inventor. The nominated decision maker within UCC for determining the exploitation route and commercial terms and conditions of licenses is the Director of Technology Transfer.
- 4.14. Tangible Research Materials embodying Potentially Exploitable IP and created in the course of research activities should only be transferred outside UCC under the terms of a material transfer agreement (MTA) negotiated in accordance with UCC guidance.
- 4.15. 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 which is included for reference as 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 exploit the IP. In such cases Students will be offered revenue-sharing arrangements generally in line with those offered to UCC Employees and are encouraged to seek independent advice.

5 CONFLICTS OF INTEREST

- 5.1. A conflict of interest arises when an individual holds a personal interest, whether direct or indirect, which in the opinion of a reasonably-informed and well-advised person is sufficient to call into question the independence, impartiality and objectivity the individual is obliged to exercise in the performance of his/her duties. Conflicts of interest may be financial or non-financial or both.
- 5.2. The existence of an actual, perceived or potential conflict of interest does not necessarily 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.
- 5.3. UCC's Conflict of Interest Policy available on its website is the document which governs how UCC Employees shall behave in order to identify and manage Conflicts of Interest appropriately
- 5.4. Notwithstanding that, this document seeks to describe the Conflicts of Interest which may arise in connection with IP commercialisation which include, but are not limited to, the following.

An individual using 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, had 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.

Conducting business, employment or activity outside of the UCC which adversely affects the individual's ability to perform his/her duties

An individual compromising research objectivity or independence in return for financial or non-financial benefit for him/herself or for a relative or friend

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

- A researcher having a financial interest in the company sponsoring research, this being exacerbated if the value of the researcher's interest may be affected by the outcome of the research.
 - An individual is an inventor of patents or creator of 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 spinout or may have personal IP with which they are intending to create a startup company.
 - An individual having a financial interest in the licensee (or proposed licensee) of UCC Intellectual Property.
 - An individual taking part in the negotiation of a contract between the UCC and a company, where the individual or his or her family or a close personal friend has a financial or non-financial interest (e.g. a directorship) in that company.
- 5.6. In the event that UCC's Technology Transfer Office identifies a potential, actual or perceived Conflict of Interest related to IP Commercialisation it shall make the individuals concerned aware of the conflict and advise them to follow the process outlined in the Conflicts of Interest Policy

6 ADVICE AND SUPPORT

- 6.1. The TTO staff are experienced in the protection and exploitation of IP and provide services to UCC and its Employees on IP and related issues. These services include financial, commercialisation and administrative advice and support regarding IP issues; identification of Potentially Exploitable IP; and the practical issues relating to patenting, copyright protection, licensing and company formation. These services include both funding and administering the filing of patent applications on behalf of UCC and its Employees.

7 PROCESS

7.1. Disclosure and Assessment of Inventions

- 7.1.1. All UCC Employees are expected to disclose Inventions to UCC (via the TTO) using the Invention Disclosure Form (IDF) described in Appendix A when, in their reasonable judgement, the Invention or IP is potentially exploitable. Where there are multiple Inventors the relative contributions of each should be noted in Section 10 of the IDF. No protection or commercialisation of the Invention or IP shall occur until the completed IDF is signed by all Inventors.
- 7.1.2. Employees of UCC may not use UCC resources including facilities, Employees, equipment or confidential information for personal gain including making Inventions or IP which do not belong to UCC. If UCC resources have been used to create Inventions or IP (other than incidentally) the Employee will be deemed to have agreed to transfer such Inventions or IP to UCC.
- 7.1.3. Disclosure of Inventions to the TTO should be as early as possible, but normally at least four weeks prior to any planned or proposed disclosure to any third

party, including at meetings or conferences, etc. This is to enable suitable steps to be taken to assess and protect such Inventions or IP prior to disclosure since it is not possible to apply for a patent after disclosure.

7.1.4. The TTO will assess such disclosure normally within three months as to their patentability and potential for commercialisation and provide an initial assessment of the most suitable exploitation route to be discussed with the Inventor. This assessment will include a discussion with the Inventor(s) on their respective inventive contribution(s) to the IP and consideration of any requirements of the Sponsors of research.

7.1.5. The Director of Technology Transfer will decide whether to protect the disclosed IP for to enable further development with a view to licensing or the formation of a UCC Spin-out Company.

7.1.6. If a view is reached that the Invention or IP is not potentially exploitable or a decision is taken not to proceed with patenting or other commercial exploitation and the Inventor wishes to pursue the matter personally, the TTO on behalf of UCC, will normally seek to assign ownership of the Invention or IP to the Inventor(s) subject to any reasonable terms and conditions necessary to protect UCC e.g. in relation to the requirements of the Sponsor of the research which gave rise to the Invention or IP.

7.1.7. For the avoidance of doubt, if IP is assigned to Inventor(s) under Clause 7.1.6, then UCC shall no longer be responsible for any subsequent costs of the IP after assignment to the Inventor(s). The terms of the assignment of UCC IP to the Inventors shall clearly state; In consideration for assignment of the IP, the Inventors shall 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 Inventor(s) shall enter into a revenue sharing agreement to this effect.

7.2. Assessment of exploitation outcomes

7.2.1. 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 Technology Transfer as appropriate. The relevant Head of School and/or Head of College and/or Director of RICU may also be consulted at this stage, where appropriate. Individual Inventors will be fully consulted, but because of the potential for conflict of interest, any final decision regarding exploitation will rest with UCC.

7.2.2. The Director of Technology Transfer will be responsible for decisions regarding patent protection, filing of patent applications and related IP protection methods at its own cost unless otherwise agreed with a School or RICU.

7.2.3. For the avoidance of doubt, IP that is deemed to have commercial potential can include IP that cannot be protected by patenting in addition to IP that is protectable by patents (or some other method of IP protection deemed appropriate by the TTO).

7.2.4. Inventors will be kept fully informed by the TTO of decisions regarding the IP and Inventors are expected to do all things necessary to allow UCC to seek and register rights in the IP

7.3. Commercial exploitation of IP shall be at the discretion of UCC and typically by licensing IP to an arms' length industrial partner as in Section 8 or by licensing to a Spin-out

Company vehicle set up for the purposes of such exploitation as it deems appropriate by the Director of Technology Transfer (Section 9).

- 7.4. All IP under management by the TTO, including patented IP, will be reviewed periodically in conjunction with Inventors to determine whether the costs of retention within the portfolio continue to be justified in the context of market information and technology performance.
- 7.5. If as a result of such a review of a particular IP asset a case cannot be made to retain the IP in the UCC portfolio, the TTO may elect to abandon IP. This shall be at the sole discretion of the Director of Technology Transfer.
- 7.6. IP abandoned as described under 7.5 may be assigned to Inventors should they wish to pursue protecting and commercialising the IP independently of UCC. In such circumstances, UCC shall share revenues with Inventors as described in 7.1.7 above.

8 LICENSING AND ASSIGNMENT

- 8.1. Licensing and assignment of UCC IP will be in accordance with the general principles laid out in the current version of the National IP Protocol which will guide the approach taken and the commercial terms appropriate.
- 8.2. Licensing aims to ensure effective exploitation of IP. IP will normally be licensed to third parties (including new companies formed to exploit the IP). Assignment of IP may be considered where this is demonstrably the most effective way of exploiting the IP subject to adequate safeguards as described in the National IP Protocol.
- 8.3. Licensing arrangements must always provide for the UCC's future use of IP for its core activities of academic research and teaching and assist UCC's wider national and international objectives as well as enriching society.
- 8.4. Licence arrangements 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 subject to additional payments being made.
- 8.5. In order to ensure maximum exposure of IP to the market place, licences will generally be non-exclusive and relate to specific fields of application and/or geographical territories. Exclusive arrangements may be made where this optimises exploitation of the IP.
- 8.6. Both UCC and its Employees are expected to apply reasonable judgements and to act reasonably in relation to the identification of IP and its exploitation. Where the chosen exploitation route is a licence to an existing company, the TTO will prepare non-confidential disclosures, seek to identify potential licensees, negotiate and draft licences, and receive and distribute Distributable Payments made in accordance with UCC policies.
- 8.7. In circumstances where there is more than one element of IP (either patented or otherwise) that is to be licensed to a third party, the TTO will discuss the respective contributions of the IP that is the subject of the licence agreement, with the relevant Inventors.
- 8.8. It will be the role of the TTO to invoice licensees for payments due under licence arrangements. Such a role may be delegated to other responsible offices of the University at the sole discretion of the Director of Technology Transfer.

8.9. Unless agreed otherwise, the cumulative Distributable Payments received by UCC from licensing of its IP will be distributed via pay roll as follows:

	Up to and including €150,000	Over €150,000
Inventor(s)	50%	35%
Inventor's School(s)/ RICU	30%	35%
University corporate	20%	30%

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

9 SPIN-OUT COMPANY CREATION

9.1. Where the proposed IP exploitation route involves the formation of a new company, the following process will apply.

9.2. A brief case will be prepared by the relevant TTO Case Manager setting out the preferred exploitation route and other options considered, the future role in the company of the Inventors, including how any potential conflicts of interest are to be managed, and an outline business plan.

9.3. This case will be considered by the Director of Technology Transfer who will take into consideration the opinions of the appropriate Head of College and/or School, RICU Director and any relevant third parties. If approved, the TTO Case Manager will be asked to identify a candidate Commercial Champion and determine their suitability for this role by evaluation *inter alia* of their CV and relevant track record, interview, referencing and undertaking a directorship query at Companies Registration Office.

9.4. The Director of Technology Transfer will consider the information relating to the candidate Commercial Champion gathered in 9.3 and also interview the candidate Commercial Champion. If the Director of Technology Transfer approves of the appointment of the Commercial Champion to lead the spin-out, UCC will enter into a Letter of Intent with the Commercial Champion advising of their role in the spin-out company.

9.5. The Commercial Champion will work with the TTO Case Manager to develop a Business Plan for the spin-out company, and negotiate terms for its licence of IP from UCC, a shareholders' agreement and Conflicts of Interest Management Plan. The resulting information shall be evaluated by the Director of Technology Transfer and if deemed suitable s/he shall seek the final approval of the UCC Governing Body Finance Committee to approve the formation of the spin-out company.

9.6. The Bursar (d.collins@ucc.ie) and Corporate Secretary (nora.geary@ucc.ie) shall have signing authority to sign Company Formation Documents where such documents have been approved by the Governing Body Finance Committee.

9.7. Should a spin-out company be formed, it will normally be on the basis that any equity holding at the outset belongs to UCC and to the Founder Inventors of

the company in proportions to be agreed at the time having regard to the different contributions being provided. Shares allocated to UCC will be in payment (or part-payment) of the IP being licensed to the company and the support provided by UCC to Inventors. UCC will not make any payment to the company for such shares. UCC may, at its discretion, forego its right to founders' shares in order to take a warrant to subscribe for shares in the Spinout Company at a future exit event. Taking shares or a warrant for shares by UCC does not preclude it from also requiring monetary payments (e.g. in the form of royalties) from the company if this is appropriate in the circumstances. Similarly, in certain cases it may be appropriate for the University to receive only monetary payments from the company and not receive any shares. (A full description of the UCC spin-out processes and procedures is provided in Annex B of this IP policy).

- 9.8. UCC staff and/or Students who are Inventors of IP which is licensed to a spinout company, may have the opportunity to hold their own equity stake in this spin-out company (Founder Inventors). UCC cannot negotiate any such stakes for staff or Students and Founder Inventors are required to disclose any such equity stakes to UCC under the UCC Conflict of Interest Policy.
- 9.9. A fundamental principle of this IP Policy is that UCC and Inventors should be treated equally. Therefore, whenever UCC is in a position to realise any value from its equity holding(s) in a spin-out company, which realisation shall be at the sole discretion of UCC, the University will share the Distributable Payments received from any such realisation, after the deduction of any patent, legal or other costs previously incurred, with Inventor(s) and School(s) in accordance with Cause 8.9.
- 9.10. 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 Technology Transfer. Should the sale of such equity be deemed to be in the best interests of UCC, the Director of Technology Transfer will recommend to the Governing Body Finance Committee that UCC sells all or part of its equity in the Spin-out Company. No such sales of shares will be made until approval is given by the Governing Body Finance Committee. The Bursar (d.collins@ucc.ie) and Corporate Secretary (nora.geary@ucc.ie) shall have signing authority to sign such related agreements as approved by the Governing Body Finance Committee.
- 9.11. Should UCC receive dividends from its equity holdings in Spin-out Companies they shall be distributed in accordance with Clause 8.9.
- 9.12. For the avoidance of doubt, Founder Inventors shall not be entitled to share in the proceeds of any equity realisation of dividends received by UCC under Clause 8.9

10. DISPUTES, DECISIONS AND REVIEW

10.1 Ownership

- 10.1.1 In the event of a dispute between the Inventor and UCC regarding ownership of IP, the matter shall be referred to an independent expert to be agreed between the Inventor and the University.

10.1.2 If agreement on the choice of independent expert is not reached within thirty days, the expert shall be appointed by the Director of Knowledge Transfer Ireland or his/her nominee.

10.1.3 The expert's fee shall be payable by UCC in the first instance. If the decision is that UCC is the owner, the expert's fee shall be deemed to be a cost incurred in protecting and exploiting the IP concerned. If the Inventor is found to be the owner, the fee will be recovered by UCC from any income associated with the IP before income is distributed between the parties.

10.2 Exploitation

10.2.1 Final decisions relating to exploitation of the IP, including the terms and conditions of licensing arrangements, rest with the Director of Technology Transfer or his/her nominee. Final decisions relating to company formation rest with the Governing Body Finance Committee as described in section 9.5. 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.

10.3 Informal Resolution

10.3.1 If an inventor disagrees with the decision he/she should try to resolve the matter with the decision-maker (i.e. the Director of Technology Transfer) or their delegate. The Bursar and the Corporate Secretary will act as delegates of the Governing Body for such matters. Either party may give consideration to involving others to help this process. For example, the Inventor may seek advice from a colleague with relevant experience or expertise within their School or from another part of UCC and either party may consider seeking external, independent advice, or proposing the use of mediation.

10.4 Formal Review

10.4.1 In the exceptional situation where no mutually acceptable resolution can be reached and the Inventor wishes to seek a review, they should raise the issue formally by setting out their complaint in writing and addressing it to their line manager, within two weeks of (a) UCC notifying the Inventor of its decision or (b) a failure to agree. The Inventor's written complaint should include a summary of the issues, specify the outcome they are seeking and set out what action the Inventor has taken to resolve the issue informally.

10.4.2 The manager who has received the complaint will arrange to appoint a reviewer to consider the matter, in consultation with the TTO. The reviewer will normally be at least at a level equal to the Inventor's line manager, will have appropriate knowledge/expertise in the exploitation of IP, will have had no prior involvement in the case, and their appointment should not give rise to any potential conflict of interest. The Inventor and the original decisionmaker will have the opportunity to challenge the selection of the reviewer where they believe that there is a conflict of interest.

10.4.3 The reviewer will write to the original decision-maker, letting them know that a complaint has been submitted enclosing a copy of the written complaint.

10.4.4 The reviewer will confirm to the Inventor and the original decision-maker how they intend to carry out the review. As a minimum this will involve meeting

with the Inventor, meeting with the decision-maker or their nominee and considering relevant documentation.

- 10.4.5 While the matter is being reviewed, neither party may take action which would jeopardise potential exploitation of the IP.
- 10.4.6 The Inventor has the right to be accompanied to meetings as part of the formal review process, by either a workplace colleague or a trade union representative whose role is to act as their witness and support person at the meeting.
- 10.4.7 The reviewer will summarise their findings and any recommendations in a written report and forward it to the manager who appointed them as soon as possible and normally within four weeks of the complaint. The reviewer will either confirm the original decision or recommend an alternative solution
- 10.4.8 The manager will inform the Inventor and the original decision-maker of the outcome in writing. Where an alternative solution has been recommended, the decision-maker will be asked to confirm to all parties whether or not they are willing to implement that solution, and if not, to give reasons.
- 10.4.9 The Inventor will be notified of their right to appeal against the reviewer's finding and/or the decision-maker's response. If the Inventor is not satisfied, they may appeal in writing through the Appeals process in the University's grievance procedure.

ANNEX A – INVENTION DISCLOSURE FORM

UCC's Invention disclosure form can be downloaded at the following web address:-

<https://www.ucc.ie/en/media/support/techtransfer/InventionDisclosure20171124.doc>

ANNEX B – PROCESS FOR FORMING UCC SPIN-OUT COMPANIES

UCC's spin-out process can be viewed at the following web address:-

https://www.ucc.ie/en/media/support/techtransfer/ProcedureforEstablishmentofUCCspinoutcompaniesv2_1.pdf

ANNEX C - IP POLICY FOR STUDENTS

This policy describes the rights of Students at University College Cork (the University / UCC) and others, in Intellectual Property that is created by Students during their time at UCC.

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

1. INTRODUCTION

Intellectual Property 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 Intellectual Property rights arise and this policy will apply.

The most common Intellectual Property rights that might arise include copyright, design rights, patents and trademarks.

2. STUDENTS COVERED BY THE POLICY

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

3. THE BASIC PRINCIPLE

As a Student at UCC, Students are not University Employees and therefore UCC does not automatically own Intellectual Property generated by Students during their degree course.

Students will own the Intellectual Property they create through course work or research whilst registered as Students at UCC. This means they are free to exploit this Intellectual Property as they choose, subject to any wider legal constraints that apply.

There are, however, some important exceptions which are set out below, when UCC does require such ownership. In such situations UCC requires Students to assign (transfer ownership of) their Intellectual Property 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 a member of staff for the purposes of sharing any revenues arising from the commercial exploitation of that Intellectual Property. This is done by applying UCC's License Revenue Sharing Policy to you as if you were an Employee (Section 8.9 of IP Policy).

4. EXCEPTIONS

4.1 Context

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 on-going 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 Intellectual Property issues associated with inviting Students to work closely with existing research teams.

4.2 Students participating in a research project funded by a third party

Any organisation funding (or otherwise contributing to, or supporting) a research project (the Funder) might make it a condition of funding that any Intellectual Property rights generated during the project will belong to the Funder or are available for open access and/or exploitation. In such cases Students will be bound by the terms and conditions of any external funding agreement which UCC has entered into as though they were a member of UCC's academic staff. In addition, UCC may require the Student to sign Confirmatory Assignment agreements to formally recognise that such IP rights belong to UCC to allow UCC to transfer such Intellectual Property to the Funder unencumbered.

In other cases, the Funder might formally require the Student to assign the Intellectual Property rights created by the Student to the Funder directly (or to another party) before the research starts, or at some other point during the duration of the research project, or at its conclusion. Where this assignment event occurs, the Student will be bound by the terms imposed by the Funder.

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

4.3 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 or may use substantial resources of UCC (specialist equipment and materials).

- i. The academic member of staff might contribute the ideas or concept underpinning the work that the Student may further develop, or
- ii. Students may join existing research teams during the course of their studies

Any Intellectual Property created or developed by the Student through interactions of this nature will be deemed to be the owned by UCC. UCC will then treat the Student as it does an eligible member of staff. This will entitle the Student to receive a share of any net income that arises through the exploitation of the Intellectual Property. The share of the net income (also more commonly known as 'royalties') is determined by the level of the contribution made by the Student. 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 8.8.

4.4 Students on placements

An organisation that offers a Student placement might make it a condition of the offer that any Intellectual Property 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.

4.5 Students employed by UCC or another organisation

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) might own or claim ownership in the Intellectual Property created by the Student during the course of such employment. As a matter of general law, employers own the Intellectual Property rights created by their Employees. It is also possible that a Sponsor will have a separate agreement with the Student or with UCC under which the Sponsor claims ownership in any Intellectual Property created by the Student.

UCC may require the Student to assign the Intellectual Property rights to UCC, who may also 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.

5. RESPECTING THE INTELLECTUAL RIGHTS OF OTHERS

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

6. 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 9 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.

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

1. 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);
2. 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.

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