

General Provisions

1. Ownership of Intellectual Property

The University owns all IP rights in works generated by staff in the course of their employment by the University and students during their courses of study. Such works include, but are not limited to:

- patentable and non-patentable inventions and related information
 - University-commissioned works and computer-generated work
 - other computer software and firmware
 - registered and unregistered designs and semiconductor chip topographies,
 - videotapes, films, drawings, photographs or other documents created or produced using University facilities,
 - "know-how"¹.
- ii. Notwithstanding paragraph 1.1 above, IP arising from research or other work sponsored by an external organisation (e.g. EU, Enterprise Ireland) shall be subject to the IP provisions that are stipulated in the related agreement between the University and the external organisation. In case of doubt, the provisions of the external agreement will necessarily prevail.
 - iii. The IP Policy also extends to non-employees who participate in research projects at the University including visiting academics, industrial personnel, fellows etc., unless a specific waiver has been approved.
 - iv. IP in which the University determines it has no interest shall be returned to the originator to the extent possible under the terms of any agreements that supported or related to the work.

2. Ownership of Copyright

- i. Except as qualified below, the University does not assert ownership of copyright of pedagogical, scholarly or artistic works, regardless of their form of expression, unless there is a written agreement to the contrary.
- ii. The University shall retain ownership of institutional works, that is, works commissioned by the University for a specific purpose, or which cannot be attributed to one or several authors but rather result from the simultaneous or sequential contributions over time by many staff and/or students.

3. Administration of the IP Policy

- i. The IP Policy will be administered through the Industrial Liaison Office. The protocols relating to the administration of the Policy are outlined in Appendix 1. The Industrial Liaison Office may update these protocols from time to time as appropriate and will ensure that staff and students are informed of any such updates.
- ii. The IP Policy requires that a member of the University, whether staff or student, promptly report to the University any discovery or invention made by the individual (or group of individuals) that might be useful, patentable or otherwise protectable. Such reports should be submitted to the Industrial Liaison Officer using the "Invention Report Form" (Appendix 2).
- iii. The invention reported shall be referred to the IP Advisory Group or other process as may be deemed suitable from time to time, for assessment under the guidelines of this Policy. The University shall have the right, but not the obligation, (either directly or through an outside agent) to seek patent or other

protection of the invention and to undertake efforts to introduce the invention into public use.

- iv. The originator and the University shall take all reasonable precautions to protect the integrity and confidentiality of the IP in question.
- v. The originator is required to cooperate in every reasonable way (but at no expense to the individual) with the University, and will formally assign to the University title to the IP.
- vi. No assignment, licence or other agreement may be entered into or will be considered valid with respect to University IP except as entered into by a College Officer specifically authorised to do so.
- vii. The University will keep the originator informed of developments and decisions relating to the IP generated.

4. Licensing and Division of Income

- i. The University encourages the development by industry, for public use and benefit, of inventions and other IP resulting from University research. It is the responsibility of the Industrial Liaison Office to seek the most effective means by which this should be achieved in accordance with this Policy and, to that end, the Office will handle all negotiations, evaluation, marketing and licensing of University IP. These actions will occur with the knowledge of, or in conjunction with, the originator.
- ii. The University will maintain a flexible and open approach to bringing University IP into commercial use. Each case will be considered individually and will involve an assessment of all the potential risks and potential rewards - indirect as well as direct. However, the University will not normally assign title of its IP rights to a commercial entity. Exceptions to this rule must be approved by the Vice President for Research
- iii. In licences granted by it, the University will give only such warranties in relation to the technology as it reasonably can, regard being had to the form of IP or other rights concerned, and the necessity of verifying each proposed warranty before it is given, and the return for the University under the licence agreement.
- iv. Income derived from inventions or other IP which are patented and/or commercialised by the University in accordance with the provisions of this Policy will be distributed between the originator, the originator's Department and the University's Technology Transfer Fund as outlined in the following table:

Cumulative Amounts Received

	First ?15,000	Over ?15,000
Originator	50%	35%
Originator's Department	35%	35%
Technology Transfer Fund	15%	30%
Total	100%	100%

- v. Division of income, other than as outlined in the above table, must be approved by the University Finance Committee.
- vi. The definition of "income" within the meaning of this policy is at the discretion of the University. Examples of income include, but are not limited

- to, up-front licence fees, down payments, minimum annual and/or milestone payments, royalties on sales, and sublicense income.
- vii. All income as defined above shall, before distribution, be subject to the deduction of all direct expenses incurred by the University including administrative, licensing, legal and other related expenses as well as payments to other entities that may be required by the University's agreements with those entities.
 - viii. In case of multiple originators, unless formally agreed otherwise amongst themselves, with due regard to the value and substance of their respective contributions, the originator's share shall be divided equally among them.
 - ix. The originator's share shall continue to be paid to the originator even though he/she may have left the University.
 - x. The University may at times accept equity in companies or businesses as part of the licence issue fee. However, licence arrangements with equity may additionally include cash payments such as up-front licence fees, down payments, minimum annual and/or milestone payments, royalties on sales, and sublicense income. All such equity arrangements must have the approval of the Vice President for Research and may, in some instances, require approval of the University Executive Management Group or Finance Committee.
 - xi. Equity received by the University will be divided between the originator and the University in a 25:75 ratio.

1 "**Know-how**" means all confidential information of a scientific, technical or commercial nature acquired or developed by a member of staff or student, other than that which:

- has been acquired by the member of staff or student without the use of any University facilities or confidential information; and
- has been developed entirely during the member of staff's or the student's own time; and
- does not relate to the research being conducted by the member of staff or student at or for the University or result from such research.