

## IP & SPIN-OUT POLICY

### Document control table

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### Policy development steps

1. Legal implications of this policy	<p>Compliance with:</p> <ul style="list-style-type: none"> <li>• The university's legal duties as a charity, public authority and regulated body under English law.</li> <li>• English law regarding ownership of intellectual property.</li> <li>• Terms of agreements with third parties, including for research and spin-out investment.</li> <li>• Consumer Rights Act 2015, as applies to students (under- and post-graduate, both taught and research).</li> </ul>
2. Consultation for this policy	Academic College/Schools/Departments, Research Institute Management Boards, Doctoral College, Innovation Board, Executive Board, Tax Office, Insurance Office, Library, RED, College Leadership Teams, Professional Services Leadership Team, University and College Union, Staff, Legal Services, Deans of Research, Research and Enterprise Committee, Executive Board, Finance & Infrastructure Committee.
3. Related procedures/guidance	See Section 14 & RED SharePoint pages for guidance
4. Version History	Previous version: 31/10/2016 & 25/08/15    Current version: 01/05/2024
5. Monitoring	Application of the policy to be monitored by the Innovation Board.
6. Value Statement	<p>Our three values of <i>Inclusive</i>, <i>Inspiring</i> and <i>Impactful</i> run through the heart of all that we do at the University. They are key to this policy so that our staff/students/partners as Citizens of Change are clear how they can support and live these values in the contribution that they make.</p> <p><i>Inclusive</i> We are diverse in our makeup and united in ambition. Our diversity is our strength and makes our community stronger.</p> <p><i>Inspiring</i> We are passionate about inspiring individuals to succeed and realise their ambitions. We challenge our community to think differently, to get involved, and to constantly embrace new ideas.</p> <p><i>Impactful</i> As Citizens of Change we will generate new ideas which deliver impact and empower our community.</p>
7. Date of issue	1 <sup>st</sup> May 2024
8. Review date	1 <sup>st</sup> May 2025
9. Contact	<a href="mailto:Commercial-support@leicester.ac.uk">Commercial-support@leicester.ac.uk</a>



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## 1. Introduction

- 1.1. The purpose of this document is to set out the policy of the University of Leicester regarding the ownership, protection and use of materials, inventions and other intellectual property created by Employees and Students, together with any intellectual property rights comprised in or relating to those materials, inventions or other intellectual property, as well the formation of Spin-Out Companies.
- 1.2. The University has charitable status and its charitable objects are the advancement of knowledge, the diffusion and extension of arts science and learning, the provision of liberal professional and technological education, and to do all such other acts and things as might be requisite in order to further the objects of the University as a place of education and learning. In furtherance of these objects, and under charity law, the University is required to publish the outputs of its research work for the general public and relevant beneficiaries. The University therefore strongly encourages academic publication and dissemination of IP as being fundamental to the open exchange of research and educational material.
- 1.3. This policy is designed to be consistent with the University's charitable objects and to meet the increasing requirements set by funders of research for Higher Education Institutions (HEIs) to apply the results of their intellectual endeavour to wider economic and social benefit. Such applications are often achieved by first protecting the intellectual property in the most appropriate manner, so that it can then be developed into a specific practical use.
- 1.4. This policy ensures that the University's position on the management of IP and creation of new spin-out companies is up to date and takes account of relevant principles and obligations. Not only is it desirable for the University to ensure a consistent and modern approach to such matters, befitting one of the UK's leading research institutions, it is also essential to enable the University to comply with its contractual obligations to the public and private bodies that fund research within the University.
- 1.5. In keeping with the increased focus by HEIs on protecting and commercialising the results of research, the University encourages Employees and Students to disclose to it IP of potential commercial value and/or wider benefit to society. In exchange, the University has developed policies for rewarding individuals and departments should they contribute to the creation of IP that is successfully commercialised.
- 1.6. Protecting and commercialising the outputs from research is resource-intensive. The demand on resources and funds to support these activities, most notably with respect to patent protection, always exceeds those available. It is important that the University should follow strong, fair and transparent processes at each stage when deciding whether or not to support a commercialisation opportunity. There are many reasons why opportunities fail to progress, most commonly because the expected commercial returns or research impacts fall below that of competing projects. This policy establishes procedures that are designed to make it clear what needs to be achieved for a project to be progressed to the next milestone, often a formal stage in the patent protection process.
- 1.7. Accordingly, this policy goes further than simply setting out a framework to govern the ownership, protection and use of IP created by Employees and Students. It seeks to provide clear guidance on the University's procedures for dealing with IP which may have some element of commercial significance or value. It also sets out a mechanism and formula to ensure that individuals and departments who create IP share fairly in any benefit received by the University as a result of the commercialisation of the relevant IP.
- 1.8. This policy forms part of the Financial Regulations of the University. Accordingly, its terms form part of the contracts of employment of all Employees, and form part of the Terms and Conditions of Offer of all Students.

## 2. Definitions

<b>Term</b>	<b>Definition</b>
<b>Applicable Costs</b>	Includes any (or a proportion thereof): <ul style="list-style-type: none"> <li>a) costs incurred by the University in protecting the relevant IP, including past patent costs;</li> <li>b) value added tax or similar taxes (e.g. sales tax) payable by the University in respect of such commercialisation;</li> <li>c) expenses, including professional fees, incurred by the University in connection with such commercialisation;</li> <li>d) internal University costs attributable directly to the commercialisation of the relevant IP;</li> <li>e) sums that may be due to Third Parties subject to the terms of Third Party Contracted Activity;</li> <li>f) loan provided by the University.</li> </ul>
<b>Assign/Assigned/Assignment</b>	With respect to IP, transfer of ownership of IP and related IPR from one legal person to another.
<b>Authorised Person</b>	An Employee with delegated authority to entered into agreements with Third Parties on behalf of the University.
<b>CIP Team</b>	Commercial & IP Team in RED.
<b>Confidential Information</b>	Any information (including University IP where appropriate) in any form which the University, an Employee, Student or a Third Party requires to be kept confidential.
<b>Confidential Disclosure Agreement (CDA)</b>	A legal agreement that permits the sharing of Confidential Information between two or more legal persons, usually for a specific purpose and subject to obligations to keep the information confidential. Also referred to as a Non-disclosure agreement (NDA).
<b>Commercialisation Manager</b>	An individual from the CIP Team assigned to support a commercialisation project.
<b>Commercialisation Support Request (CSR)</b>	A request to support the commercialisation of IP as set out in Annex 3 (or as may be amended from time to time by the University).
<b>Consultancy Policy</b>	The University's policy on consultancy work ( <a href="#">link to policy</a> )
<b>Consultancy Work</b>	As defined in the <a href="#">Consultancy Policy</a> .
<b>Contributor</b>	An individual who has made a tangible contribution to the creation of an Invention (as demonstrated from written records) but who does not meet the necessary legal criteria to be considered an Inventor.

<b>Term</b>	<b>Definition</b>
<b>Creator</b>	An Employee or Student responsible (either individually or jointly with others) for the creation of IP, including (but not limited to): <ul style="list-style-type: none"> <li>(a) an Inventor;</li> <li>(b) an author or other creator of a copyright work;</li> <li>(c) a creator of a design which qualifies for registered or unregistered design rights (including topography rights);</li> <li>(d) a person who obtains, verifies or presents the structure or contents of a database (or seeks to do so);</li> <li>(e) a breeder, discoverer and/or developer of a plant variety; and/or</li> <li>(f) a developer of trade secrets or know-how which is of standalone importance, separate from other IP (excluding copyright in works which describe such know-how).</li> </ul>
<b>Declaration of Innovation</b>	As set out in Annex 2 (or as may be amended from time to time by the University).
<b>Employee</b>	An individual who has a contract of employment with the University (including through Unitemps). For the avoidance of doubt, Students who have a contract of employment with the University will be considered as Employees in regard to any IP which they create in the course of that employment.
<b>Innovation Board</b>	The Innovation Board at the University.
<b>Innovation Disclosure Form</b>	As set out in Annex 1 (or as may be amended from time to time by the University).
<b>Inventor</b>	An individual who meets the legal criteria to be named as an inventor for the purpose of filing a patent on an Invention.
<b>Invention</b>	A new product or process involving an inventive step and capable of industrial application and which is capable of being patented in one or more countries.
<b>Intellectual Property (IP)</b>	Any creative output in which IPRs may arise (whether automatically or upon successful application) including: <ul style="list-style-type: none"> <li>(a) literary works (including publications in respect of research results) and associated Materials (such as drafts, data sets and laboratory notebooks);</li> <li>(b) Teaching Materials;</li> <li>(c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, typographical arrangements, multimedia works, photographs and drawings;</li> <li>(d) symbols, brand names and images;</li> <li>(e) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related materials;</li> <li>(f) Inventions;</li> <li>(g) designs including layout designs (topographies) of integrated circuits and mask works;</li> <li>(h) plant varieties and related information;</li> <li>(i) trade secrets; and</li> <li>(j) know how, information and data associated with the above.</li> </ul>

<b>Term</b>	<b>Definition</b>
<b>IP Rights (IPR)</b>	Any proprietary rights to any form of IP (whether registered or unregistered) including, but not limited to, patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs (including registered designs and unregistered design right), rights in computer software, database rights, plant breeders' rights, utility models, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.
<b>Heads of Terms</b>	A document which sets out the key terms of a proposed commercial transaction agreed in principle between parties in the course of negotiations but prior to negotiating the full terms of the actual agreement itself.
<b>Honorary Staff</b>	An individual who has been granted an honorary title with the University, in accordance with the applicable University regulations in force at the time.
<b>Licence / Licensing</b>	With respect to IP and IPR, the grant of specific rights to a legal person to use IP and IPR that remains the property of another legal person.
<b>Materials</b>	Physical, biological or other materials (including software, documents and materials in electronic form).
<b>Midlands Mindforge (MML)</b>	Midlands Mindforge Limited.
<b>MML Agreement</b>	The Framework Agreement between the University and MML dated 23 <sup>rd</sup> March 2023.
<b>MTA</b>	Material Transfer Agreement – a legal agreement that governs the sharing of Materials between different legal persons.
<b>Net Revenue</b>	Revenue after the deduction of any Applicable Costs.
<b>PAC Team</b>	Pre-Award and Contracts Team in RED.
<b>Paid External Activity</b>	As defined in the <a href="#">Paid External Activities Policy</a> .
<b>Paid External Activities Policy</b>	The University's policy on paid external activities ( <a href="#">link to policy</a> ).
<b>Private Consultancy</b>	As defined in the <a href="#">Consultancy Policy</a> .
<b>Personal Material</b>	Personal notes or teaching aids created by an Employee solely for the purpose of their own delivery of lectures, tutorials or other teaching activities but which would not reasonably be considered to form part of Teaching Materials for that course i.e. the same course could be delivered by another Employee without the use of those personal materials.
<b>RED</b>	Research & Enterprise Division of the University.
<b>Research Materials</b>	Materials that are created, generated, made or constructed by Employees or Students in the conduct of or as a result of research activity (including research with Third Parties).
<b>Research Institute or Centre</b>	One of the University's recognised research institutes or centres but excluding the Biomedical Research Centre.

<b>Term</b>	<b>Definition</b>
<b>Revenue</b>	Revenue received by the University, including royalties, licence fee lump sums, capital or any other amounts received by the University from Third Parties in respect of the commercial exploitation of IP; and including any IP-related revenue received under the contract terms of Third Party Contracted Activity.
<b>Scholarly Works</b>	Methods of academic communication including, but not limited to, journal articles, conference papers, textbooks, trade books, monographs, chapters and other longform publications, seminar or conference presentations, novels, theatrical works (including plays), musical works (including lyrics and scores), or other artistic works.
<b>Spin-Out Company</b>	A legal entity incorporated for the purpose of commercialising University IP and in which the University holds shares (or has held them in the past).
<b>Spin-Out Company Project</b>	A project to create a Spin-Out Company that has been approved by the Innovation Board as per Section 10.2 of this policy and shall be recognised by the University as a Project for the purposes of the MML Agreement.
<b>Spin-Out Company Project Team</b>	A team formed specifically to manage and deliver a Spin-Out Company Project, which should comprise: <ol style="list-style-type: none"> <li>1) One or more University Founders;</li> <li>2) A Commercialisation Manager;</li> <li>3) Any individuals who are taking on roles of significance in the Spin-Out Company e.g. a CEO designate; and</li> <li>4) Any other individuals who are recruited to support the project as may be reasonably required e.g. external advisors.</li> </ol>
<b>Spin-Out Sub Group</b>	A sub-group of the Innovation Board with a specific remit and responsibility for reviewing and approving spin-out company formation, as specified in the Innovation Board Terms of Reference.
<b>Student</b>	An individual whose has formally registered with the University to pursue a course of study leading to a degree, diploma or certificate. This includes both taught courses and degrees obtained through research.
<b>Teaching Materials</b>	Material(s) created by an Employee and used, or intended, for the delivery of University courses including, but not limited to. course books, course manuals, case studies, lecture slides, multimedia works (including podcasts and webcasts), tutorial papers, model answers, examination materials and software.
<b>Thesis</b>	The main publication created by a Student as a result of studying for a degree obtained through research.
<b>Third Party</b>	An individual (including Honorary Staff), who is not an Employee or is a legal entity other than the University, including Spin-Out Companies.
<b>Third Party Contracted Activity</b>	Activities that are conducted by Employees and/or Students that are subject to a contract with a Third Party which may include but are not limited to research, Consultancy Work, Paid External Activities, continuing professional development, teaching, enterprise-related activity or public engagement.

<b>Term</b>	<b>Definition</b>
<b>Third Party IP</b>	IP and related IPR belonging to (in part or in full) a Third Party, including any IP or IPR made available to the University by a Third Party for the purpose of carrying out a specific activity including, but not limited to, research, teaching, Consultancy Work, Paid External Activities, continuing professional development, teaching, enterprise-related activity and public engagement. For the purpose of this policy, this includes IP that is owned by an Employee.
<b>Third Party Materials</b>	Physical materials provided by or obtained from a Third Party for the purpose of conducting work for the University (including Third Party Contracted Activity).
<b>University</b>	The University of Leicester.
<b>University Founders</b>	Employees or Students who make, or intend to make, a material contribution to the future of a Spin Out Company; they may or may not be Creators.
<b>University IP</b>	IP and related IPR that belongs to the University, including IP that is created as a result of Third Party Contracted Activities and which the University may be required to subsequently Assign to a Third Party.
<b>University Consultancy</b>	As defined in the <a href="#">Consultancy Policy</a> .
<b>University Unit</b>	The unit within the structure of the University in which a Creator was employed or a Student was enrolled during the time at which the relevant IP was created, being either a School, Department or Division (Professional Services).

### 3. Scope

3.1. This policy applies to:

- 3.1.1. All Employees and Students at the University.
- 3.1.2. All IP that is created by:
  - 3.1.2.1. Employees in the course of their employment by the University; and
  - 3.1.2.2. Students during their study at the University.

### 4. Aims and objectives

The aims and objectives of this policy are:

- 4.1. To provide Employees and Students with the rules that govern the ownership and management of IP which they create, and to enable those rules to be applied consistently, fairly and equitably across the different University Units.
- 4.2. To facilitate and encourage best practice in IP identification and management across the University.
- 4.3. To ensure that the University's approach to the ownership and management of IP is consistent with English law.
- 4.4. To state clearly the roles and responsibilities of the individuals and groups involved and ensure that University IP is properly managed and appropriately documented.
- 4.5. To ensure that the University is able to meet its contractual obligations to Third Parties particularly in the areas of IP ownership and management.
- 4.6. To ensure that the University has the opportunity to disseminate University IP in pursuit of its charitable objectives and for the public benefit, including to generate socio-economic impact from University IP through appropriate exploitation and use.



- 4.7. To ensure that the University can identify and duly reward individuals who create University IP which benefits the University and generates commercial value.

## 5. Ownership of Intellectual Property

### 5.1. Legal Basis of ownership

Legislation in the UK generally provides that IPR created by employees in the course of their employment duties is owned by the employer. For example, provisions of the Patents Act 1977 (as amended), the Copyright, Designs and Patents Act 1988 (as amended), the Registered Designs Act 1949 and the Copyright and Rights in Databases Regulations 1997 (SI 1997/3032) give an employer automatic ownership of certain patents, copyright, database rights, unregistered designs and registered designs in respect of IP created by its employees.

### 5.2. IP created by Employees

- 5.2.1. Subject to the exceptions set out in paragraph 5.2.2 of this policy, the University shall own all IP (and related IPR) created by an Employee:

- 5.2.1.1. In the case of Inventions and patents, in the course of their employment duties, including both their normal duties and any specially assigned duties (including University Consultancy Work);
- 5.2.1.2. In the case of all other types of IP (and related IPR), in the course of their employment with the University, including both Research Materials and Teaching Materials, and including:
- 5.2.1.2.1. where the IP was generated by an Employee outside time that might otherwise typically be spent on University activities and/or away from their place of work, but where it can be reasonably considered as relating to their area of employment within the University;
- 5.2.1.2.2. in the course of carrying out specific additional tasks or projects commissioned from them by the University; or
- 5.2.1.2.3. when utilising any equipment, hardware, software or facilities of the University.

- 5.2.2. Subject to clauses 5.2.3 and 5.2.4 as applicable, the University will waive its right to ownership of:

- 5.2.2.1. Personal Material; and
- 5.2.2.2. Copyright in Scholarly Works.

- 5.2.3. The discretionary waiver under section 5.2.2 does not extend to:

- 5.2.3.1. Works specifically commissioned by the University; or
- 5.2.3.2. Where Third Party conditions require otherwise, or
- 5.2.3.3. To other copyright protected works arising from research such as computer software, databases or including other forms of copyright materials with commercial potential.

- 5.2.4. The University retains the following rights to use Scholarly Work on the following terms:

- 5.2.4.1. The University may use, adapt and/or reproduce any Scholarly Works for the following purposes:

- 5.2.4.1.1. academic and research purposes; and/or
- 5.2.4.1.2. any other purpose relating to the University's charitable activities, including for the purpose of Open Access publishing.

- 5.2.4.2. These retained rights shall, for the avoidance of doubt:

- 5.2.4.2.1. Permit use and reproduction of the relevant works (or part of the works) worldwide, in all formats (now known or yet to be devised);
- 5.2.4.2.2. Be royalty-free (except in cases where the agreed revenue sharing arrangements under this policy apply);
- 5.2.4.2.3. Be non-exclusive; and



5.2.4.2.4. Apply in perpetuity, on an irrevocable basis.

5.2.5. The University shall have the right to sub-license the rights retained by it under this section 5.2.4.

5.2.6. With the exception of Personal Material and Scholarly Works, Employees are required to irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which they have or will have in any existing or future IP created in the circumstances set out at paragraph 5.2.1.

5.2.7. Subject to paragraph 6.1.2, IP created in the course of Private Consultancy Work shall be subject to the terms of the agreement entered into by the individual undertaking the Private Consultancy Work.

### 5.3. IP created by Students

5.3.1. Subject to paragraph 5.3.2 below, all IP (and associated IPR) created by a Student during the course of their studies will belong to the Student.

5.3.2. Where a Student generates IP:

5.3.2.1. That is subject to the terms of an agreement between the University and a Third Party (e.g. a studentship); or

5.3.2.2. That has been funded solely by the University under the terms of a studentship agreement between the student and the University for a PhD programme where the specific terms require ownership of the IP to be Assigned to the University; or

5.3.2.3. Jointly with one or more Employees; or

5.3.2.4. Can be reasonably demonstrated through documentary evidence to have required the use of or is based on any pre-existing University IP;

the Student shall, if requested by the University, sign an agreement or other document covering ownership and use of that IP, which may include Assigning the IP to the University or a Third Party.

5.3.3. Students shall retain ownership of the copyright in their Thesis.

5.3.4. A Student may request the University to agree that the Student may Assign their IP to the University (even where they are not required to do so) in order to benefit from University support to commercialise the IP. The University is not obliged to agree to any such request, and requests for IP Assignment and commercialisation support will be considered in accordance with Section 8 of this policy.

5.3.5. Where a Student has Assigned IP to the University, they shall be treated as an Employee for the purposes of commercialisation of the IP and subject to the obligations and benefits deriving therefrom.

### 5.4. IP created by or with Third Parties

5.4.1. Subject to Sections 5.2 and 5.3, ownership of IP that is created by or jointly with a Third Party shall be determined in accordance with the terms of the agreement executed between the University and the Third Party that governs the activity from which the IP was generated.



## 6. Use of Intellectual Property

### 6.1. University IP

- 6.1.1. Subject always to any specific terms agreed with Third Parties or imposed by the University with respect to any item of University IP:
  - 6.1.1.1. Employees are permitted to make use of University IP in the course of their employment by the University, including research and teaching.
  - 6.1.1.2. Subject to appropriate due diligence and confirmation from the CIP Team, Employees are permitted to make use of University IP for the purpose of delivering University Consultancy or Paid External Activities to which the University is a contracting party.
  - 6.1.1.3. Students are permitted to make use of University IP solely to the extent required for the proper conduct of their studies.
- 6.1.2. Employees are not permitted to use any University IP or University facilities for the purpose of Private Consultancy or Paid External Activities to which the University is not a contracting party without the expressed written permission of the University. Any requests to use such IP or facilities must be made as part of the approval process under the corresponding policy.
- 6.1.3. Employees and Students are not permitted to supply, transfer or otherwise make available to any Third Party for any reason (including by virtue of a change in employment e.g. taking Teaching Materials to another university), or to create any incumbrance, lien or other restriction of any kind, on any University IP, Teaching Materials or Research Materials without the express written permission of the University and/or subject to a formal legal agreement (including an MTA as per Section 6.2) between the University and the intended recipient signed by an Authorised Person.

### 6.2. Research Materials

- 6.2.1. The transfer of materials between organisations is a cornerstone of research and teaching activities within the University, particularly in the biological and medical sciences. As such the University seeks to facilitate the efficient movement of material into and out of the University in order promote its research and teaching activities.
- 6.2.2. Research Materials may often be linked to or represent the physical embodiment of IP and IPR and therefore uncontrolled release and sharing can have a detrimental impact on future commercialisation potential. Therefore, if an Employee or Student wishes to transfer Research Materials to a Third Party, an MTA must be drafted and negotiated by RED and signed by an Authorised Person prior to the transfer of the Research Material.

### 6.3. Third Party IP

- 6.3.1. *General*
  - 6.3.1.1. In the conduct of their normal activities Employees and Students will encounter Third Party IP and IPR in a range of different forms, and may need to make use of such Third Party IP and IPR to carry out a broad range of different activities. The University has an obligation (which may include obligations under agreements with Third Parties) to ensure that Employees and Students do not misuse or infringe any Third Party IPR which they may choose to access or be granted rights to use in the course of their duties and/or studies.
  - 6.3.1.2. New Employees, Students, Honorary Staff and other Third Party individuals and organisations may arrive at to the University in possession of Third Party IP, including Teaching Materials. All such persons must notify the University of any such IP and associated IPR, especially if the IP being brought into the University is intended to be further developed by the University, including through

further teaching, research and/or commercialisation activities, and where it may be subject to any restrictions or conditions of use.

- 6.3.1.3. Readers of this policy may be aware that there is a “research exemption” under some countries’ patent laws, and may be misled into thinking that this provides a broad, general exemption from patent infringement when an invention is used in research activities. The scope of the research exemption varies from country to country, and many research activities are **not** exempted. Advice should be sought from RED (who may need to consult with external patent attorneys) where a potentially infringing activity is contemplated.

### 6.3.2. *Copyright*

- 6.3.2.1. Copyright is a form of IPR which provides legal protection for an author or creator from unauthorised copying of an original copyright work. Copyright works include literary, artistic and musical works, films, videos, podcasts, blogs and many other categories. Infringement of copyright provides legal remedies, and should not be confused with plagiarism, which raises issues of academic ethics. Use of material for which the copyright is owned by a Third Party is subject to the University [Copyright Policy](#). All queries regarding copyright and use of Third Party copyright should be directed to the Copyright Specialists at [copyright@le.ac.uk](mailto:copyright@le.ac.uk).

### 6.3.3. *Software*

- 6.3.3.1. The main IPR which protects software is copyright and therefore use of any Third Party Software must adhere to the [Copyright Policy](#). Further, access to and use of most Third Party software will be subject to the terms of a Licence which dictates how the software can be used, for what purpose and by whom. This applies equally to software which is purchased or licenced by the University directly, as well as any open-source software which an individual Employee or Student may access. For example, companies often licence software to universities for research use at discounted rates compared to the fees they charge commercial companies; this often means that the software cannot be used by the University for commercial purposes e.g. consultancy work. Employees and Students who make use of any Third Party Software are responsible for ensuring the use of Third Party software must be conducted in accordance with the terms of the applicable Licence.

### 6.3.4. *Third Party Materials*

- 6.3.4.1. Modern research is often enabled through the use of complex reagents, consumables and equipment purchased from companies that have invested significant funds to procure and develop the IP that underpins the utility of such materials. Similarly, as previously stated, the transfer of materials between organisations is a cornerstone of research and teaching activities within the University, particularly in the biological and medical sciences.
- 6.3.4.2. In each case where the University is receiving or purchasing Third Party Materials, the supplier of those materials will typically apply contract terms that define how the University may use them and for what purpose. Often, the supplier will require the University enter into an MTA either explicitly or through the implied acceptance of contract terms that may be present on the supplier’s website. A common restriction is that Third Party Materials may only be used for research purposes and not for any commercial purposes and that they may not be provided to any other Third Party without their express, written permission. Employees and Students are not authorised to execute an MTA with a Third Party on behalf of the University and must seek advice from RED in accordance with paragraph 7.2 below.



6.3.4.3. All use of Third Party Materials must be conducted in accordance with any contract terms that have been agreed with the supplier.

6.3.5. *Artificial Intelligence*

6.3.5.1. Current legislation around the ownership of materials that have been created through the use of Artificial Intelligence (AI) varies between different jurisdiction across the globe. In many countries, the law has not caught up with recent developments in AI, and only awards copyright to a human creator. For example, in the UK copyright law in this field has not changed substantively since 1989: the author of a “computer generated” copyright work is “the person by whom the arrangements necessary for the creation of the work are undertaken”, and it is sometimes unclear who that person is. Moreover, the AI tool may be making use of information scraped from other Third Parties’ websites in which IPR may subsist, and the output of the AI tool may infringe that other IPR. Therefore, Employees and Students must take reasonable care when making use of any Third Party AI tools for University activities to ensure that such use does not encumber or restrict the University’s right to make use of the materials, IP (and related IPR) arising from the activities in accordance with this policy or meet with any obligations under Third Party Contracted Activities or inadvertently infringe Third Party IP and/or IPR. Similarly, Employees and Students should be careful not to disclose (input) any Confidential Information or personal information when using a Third Party AI tool, as the Third Party will have access to that information and may not respect its confidentiality or privacy.

6.3.6. If there is any doubt as to whether or not a particular piece of IP can be used for a proposed purpose, the CIP Team must be consulted prior to use.

## 7. Responsibilities

### 7.1. General

- 7.1.1. It is the responsibility of each Employee and Student to read and familiarise themselves with this policy and to understand its application in the context of their University activities.
- 7.1.2. It is the responsibility of each Employee and Student to ensure that they read and understand the terms of use for any Third Party IP or Third Party Materials they require for use in the performance of their University activities, and in each instance, prior to the commencement of the corresponding activity.
- 7.1.3. Where an individual is unsure of the terms of this policy or its application, it is the responsibility of the individual to seek advice from the appropriate people, including the CIP Team as required.
- 7.1.4. It is the responsibility of the University to ensure that this policy and appropriate support and information are made accessible to Employees and Students as may be reasonably required to enable them to understand the policy and to conduct their University activities within the parameters set out herein.
- 7.1.5. All Employees and Students shall execute such documents and perform such acts as may be required for the purpose of giving full effect to this policy and to implement the rights granted in favour of the University by this policy.



## 7.2. Legal Agreements

- 7.2.1. All Third Party Contracted Activity must be subject to formal arrangements regarding the ownership, use and management (including with respect to commercialisation) of any IP from the activity. It is the responsibility of RED to negotiate such agreements with Third Parties; and Employees and Students are required to seek advice from the PAC Team or CIP Team in this regard. RED will give due consideration to the needs of the relevant stakeholders in relation to negotiating any such legal agreement.
- 7.2.2. All agreements with Third Party must be signed by an Authorised Person. Unless they have been specifically granted delegated authority, no Employee or Student has the authority to enter into legally binding agreements with Third Parties on behalf of the University. This applies to all legally binding agreements, including research funding agreements, studentships, collaborations, CDAs and MTAs, and irrespective of whether they are signed or accepted by other means (e.g. clicking on an “I accept” button or similar on a website). Where an individual is asked by a Third Party to enter into any such agreement, the individual must refer the request to RED by creating a contract request in Worktribe.
- 7.2.3. Prior to signing any legally binding agreement the proposed terms must be reviewed by RED in order to ensure that they are appropriate for the activity in question and do not place onerous obligations on the University or expose the University to undue financial, legal or reputational risk.
- 7.2.4. The University reserves the right to refuse to sign any agreement if any of the terms is not acceptable to the University. If the University refuses to sign an agreement, it will liaise with the individual requesting the agreement to identify whether alternative options might be possible.

## 7.3. Confidentiality

- 7.3.1. Under English law, Employees have a duty of confidentiality to their employer. It is a condition of employment by the University that Employees must familiarise themselves with and preserve the confidentiality of sensitive information which is made available to them during the course of their employment.
- 7.3.2. Students are not Employees and so they may be required to sign a CDA or other agreement which contains confidentiality provisions e.g. a studentship agreement, before Confidential Information can be shared with them.
- 7.3.3. All Confidential Information which an Employee or Student receives, accesses or creates, whether that be from entirely internal University activities or from Third Parties subject to a CDA or other agreement, must be treated in confidence and can only be disclosed to those individuals (including other Employees, Student and Third Parties), who have a genuine and legitimate need to access to the information as stated in the relevant agreement, and provided those individuals agree to comply with the confidentiality obligations.
- 7.3.4. Employees and Students are responsible for familiarising themselves with confidentiality provisions that may apply to their University activities, including Third Party Contracted Activities. If a disclosure is made in breach of confidentiality, the University and, potentially, the individual who made the disclosure, may be sued and liable to pay damages. Further, any non-confidential disclosures of IP generated during the course of University activities, including publications (see Section 7.5 of this policy), may prejudice future programmes of research, and/or commercial opportunities.
- 7.3.5. Prior to any discussions with Third Parties that may require the disclosure of Confidential Information all Employees and Students must ensure that an appropriate CDA has been put in place between the parties concerned.
- 7.3.6. Individuals are requested to notify the CIP Team in RED as soon as possible, if they are concerned about inadvertent disclosures that pertains to University IP.



- 7.3.7. The requirements in this policy are in addition to any requirements set out in the University's [Data Protection Policy](#) and Information Security Policies.

#### 7.4. Marking of University Materials

- 7.4.1. Employees and Students shall endeavour to mark materials created by them with appropriate confidentiality and IPR notices, taking account of the following guidelines and seeking guidance from the CIP Team in the event of any doubt as regards which markings are most appropriate.
- 7.4.1.1. Any material in which copyright subsists should include on each page a copyright claim in an appropriate form. At the very least, displayed clearly on all key documents should be the symbol © (or the full word "copyright"), the year of creation of the materials and the identity of the owner of the copyright, for example, "© The University of Leicester 2023."
- 7.4.1.2. Any material that is or contains Confidential Information should be marked as such.
- 7.4.2. Trade marks belonging to the University should only be used in the correct format and where registered should carry the ® symbol. All references to unregistered trade marks, including, applications for registered trade marks prior to grant, should include the symbol ™. All use of trade marks and logos should adhere to the University branding or style guidelines in place at the time. Please note that it is a criminal offence to label a product as having a registered trade mark if such rights have not in fact been obtained.
- 7.4.3. All material in which an unregistered design right is claimed should be marked "Design Right The University of Leicester [year of first marketing]". For registered design rights, products should be marked with a reference to the registered design number or application number.

#### 7.5. Publications

- 7.5.1. Dissemination of outputs from research and other University activities is paramount for the furtherance of the University's primary charitable purpose. Typically, dissemination will occur through the publication of electronic documents on the internet. Publication of material that contains information about (or embodies) University IP can prevent the University from being able to commercialise it, and therefore negatively impact the potential socio-economic impact that might otherwise have been possible. For example, disclosure of an Invention into the public domain in any manner prior to filing a patent destroys its novelty and will prevent patent protection from being granted. Similarly, the commercial value of a piece of software may depend on keeping the source code confidential, to prevent others from re-engineering the solution to subvert copyright. In each instance where consideration is being given to publishing any University IP that could be negatively impacted by such disclosure, then the planned disclosure must be discussed with the CIP Team prior to any such publication, and agreement reached as to the most appropriate course of action in accordance with Section 8.2.2.
- 7.5.2. *Scholarly Works*
- 7.5.2.1. The University encourages Employees to assert their rights over Scholarly Materials submitted for publication. In order to meet with the requirements of research funders in relation to Open Access publishing, the University retains certain rights to the copyright on Scholarly Works as set out in Section 5.2.4. It is the responsibility of the individual to make any publisher, or any other party interested in the publication of such material, aware of the rights retained by the University under Section 5.2.4.

7.5.2.2. Scholarly Works authored/created, or co-authored/co-created, by Employees are subject to the University's [Open Access Policy](#). It is the responsibility of each Employee to read and familiarise themselves with that policy prior to publishing any research output.

### 7.5.3. *Software*

7.5.3.1. Software is usually protected by copyright and is subject to the terms of this policy. Where Software has been created that belongs to or has been Assigned to the University, and which the Creator intends to be shared with Third Parties or made publicly available, for example depositing in an online repository like GitHub, then it should first be disclosed to the CIP Team as set out in Section 7.6 of this policy and evaluated in accordance with the process described in Section 8 of this policy.

7.5.3.2. It may be the case that upon evaluation, it is clear that the Software can be of most benefit to society if it is made freely available via the public domain (as shareware, or freeware, or open source). The CIP Team can help to put software into the public domain, ensuring that the appropriate copyright marking, terms of use and/or open-source Licences are applied.

## 7.6. Disclosure of University IP to the University

7.6.1. All Employees and Students are expected to apply reasonable judgement as to whether any University IP has been created by them or their team under any circumstances, including as a result of Third Party Contracted Activities. Creators must take all reasonable steps to ensure that any University IP which they create, make and/or develop which has (or may have) commercial and/or development potential is properly identified and fully disclosed to the University in a timely manner.

7.6.2. In some instances, Research Materials themselves may hold commercial value, for example, a cell line which could be used for drug development screening. In instances where Research Material may hold commercial value it will be treated as IP for the purposes of disclosure and commercialisation.

7.6.3. All Employees and Students of the University involved in work that may lead to the creation of University IP should keep appropriate records, including, where appropriate:

7.6.3.1. the dates when the originating work was carried out;

7.6.3.2. information on who did the work, including their status as Employee, Student or other category, and identifying any relevant contracts to which they are party (e.g. any Assignment of IPR or CDA);

7.6.3.3. the identity and source of any funding that may have contributed to the work; and

7.6.3.4. the source material(s), if any, from which the work was created (including any Open Source software code or libraries obtained from Third Parties through).

7.6.4. At the earliest opportunity upon becoming aware that University IP has been created which may have commercial and/or development potential, including in the conduct of Third Party Contracted Activity (and specifically where the agreement contains any provisions relating to the sharing of revenues from commercialisation of IP), the Creator(s) should contact the CIP Team by email to [commercial-support@leicester.ac.uk](mailto:commercial-support@leicester.ac.uk) to notify them that they would like to disclose the IP. If possible, the Creator(s) should complete an Innovation Disclosure Form (Annex 1) and submit this attached to the notification email to the CIP Team.

7.6.5. The CIP Team will review all disclosure notifications and contact the Creator(s) to arrange further discussion and, if not already completed, work with the Creator(s) to complete an Innovation Disclosure Form.

7.6.6. Other than where the University is legally required to disclose such IP to a Third Party, and subject always to confidentiality obligations, in each case (especially with respect to any new Inventions) all University IP should be disclosed to the CIP Team at least four (4) weeks prior to any planned or



proposed disclosure to any Third Party, including publication in a peer-reviewed journal. This will enable suitable steps to be taken to assess and protect any Invention, since the opportunity to be granted a patent will be jeopardised by any external disclosure.

## **7.7. Export Control**

- 7.7.1. It is important that all Employees and Student are aware of the fact that national governments (e.g. UK, USA and many other countries) place restrictions on the export of certain goods, technology, software or 'know how' to other countries if they could be misused to fuel conflict, threaten national security, support terrorism and crime, violate human rights or proliferate Weapons of Mass Destruction (WMD). Export controls apply not only to physical goods, but also the transfer of software, data, technology or 'know how' – by any means, including electronic methods such as email.
- 7.7.2. The transfer of IP across international borders is subject to export control and it is the responsibility of Employees and Students to familiarise themselves with the University's approach and policy with respect to export control, and where applicable, identify where IP that may be such to export controls is being exported by the University to a Third Party under any circumstances by any means and to seek advice from the CIP Team or Research Governance Office before completing any such transfers. This includes not only compliance with UK laws, but compliance with contractual obligations under agreements, e.g. many US-drafted contracts refer to compliance with US export control laws.

## **7.8. Supporting commercialisation**

- 7.8.1. If the University and the Creator(s) decide to commercialise IP as set out in Section 8 of this policy, then the Creator(s) shall co-operate fully with the University and its agents (for example, patent attorneys or lawyers) and support negotiations concerning the commercialisation of the IP.

## **8. Protection and Commercialisation of Intellectual Property**

### **8.1. General Principles**

- 8.1.1. The University wishes to support its Employees and Students to generate impact from results of their University work, including through the process of commercialisation. Unless commercialisation is legally required, for example, by the contract terms of Third Party Contracted Activity, commercialisation is a voluntary activity and the University will not unreasonably require anyone to commercialise (or support commercialisation of) any IP of which they are the Creator.
- 8.1.2. The University gives no warranty regarding the outcome of any commercialisation project and the University does not accept any liability to any Creator(s) if the Creator(s) consider that the Net Revenue or other outcome achieved in relation to any commercialised IP is not the optimal return which could have possibly been achieved.
- 8.1.3. Where commercialisation involves the Assignment or Licensing of any University IP to a Third Party (including to a Spin-Out Company and including where University IP is created by Employees or Students as the result of a Third Party Contracted Activity), it is anticipated that any such Assignment or Licence will be on reasonable terms that take into consideration the potential value of the IP in question (in both financial and non-financial terms e.g. impact value), as well as giving due regard to the University's position as a publicly-funded charitable institution and the terms of any applicable laws or regulations in force at the time regarding the provision of subsidies using public funds (including the Subsidy Control Act 2022).

- 8.1.4. The University recognises that commercialisation and, in particular, pursuing the option of a Spin-Out Company, can be a complex and time-consuming process and is likely to include issues with which Creators and/or University Founders may not be familiar. The University will take such actions as it considers reasonable to provide training, mentoring and support to those individuals supporting commercialisation to enable agreed objectives to be reached. This will be in addition to any support or training which the CIP Team may provide as part of their routine internal engagement activities to educate and inform Employees and Students about IP and commercialisation in general.

## 8.2. Support for Commercialisation

- 8.2.1. Once IP has been disclosed to the CIP Team, a Commercialisation Manager will be allocated to the project and they will work with the Creators to evaluate the potential of the IP to determine the most appropriate way forward; this will include completing an Innovation Disclosure form if this has not already been done by the Creators. Where an Innovation Disclosure Form has been completed, the Commercialisation Manager will review the form and, if required, work with the Creators to ensure that all necessary information has been included.
- 8.2.2. The University recognises that the commercialisation of IP is not the most appropriate route forward in all circumstances. If, after discussion, the CIP Team and Creator(s) agree that knowledge transfer is best facilitated by some other means, including disclosing the IP to the public, the CIP Team may authorise the Creator(s) to publish the IP. Prior to authorisation of public disclosure of the IP, the CIP Team must be satisfied that there are no obligations to Third Parties that may prevent such disclosure.
- 8.2.3. If, after discussion, the Creators and the Commercialisation Manager agree that there is potential to commercialise or otherwise further develop the IP and they would like to request support from the CIP Team to enable this, then:
- 8.2.3.1. The Creator(s) must complete a Declaration of Innovation (Annex 2) and submit it to the CIP Team. It is critical to fully ascertain who the creators of University IP are and, in the case of patentable IP, it is critical to identify who the Inventors are as well as any Contributors. The Creator(s) must work with the Commercialisation Manager to properly determine any Inventors. The share of Net Revenue due to each Creator must be determined in accordance with Section 9.2 of this policy.
- 8.2.3.2. A CSR should be made and submitted to the CIP Team. The request will then be reviewed by the CIP Team within a reasonable time frame (taking into account any planned disclosures that may be imminent e.g. peer-reviewed journal submissions) and the decision regarding support communicated to the Creators at the earliest opportunity.
- 8.2.4. Where commercialisation of IP is already being supported and additional support is required beyond that previously agreed to as a result of submitting a CSR, the new CSR should be updated by the Creators and the Commercialisation Manager to include the request for the additional support and submitted to the CIP Team for review.
- 8.2.5. The outcome of the CSR review will be either:
- 8.2.6. Fully supported - in which case the CIP Team will provide the requested support and work with the Creators to realise the agreed objectives; or
- 8.2.6.1. Supported subject to certain conditions - in which case the Creator(s) and Commercialisation Manager will review the requirements and determine if they can be met in order for project to progress; or
- 8.2.6.2. Support is declined – in which case, the rationale for declining to provide the requested support will be explained clearly to the Creator

- 8.2.7. If the considered view of the CIP Team is that University cannot reasonably justify supporting (or continuing to support) commercialisation of the innovation, but the Creator(s) wish(es) to do so, the Creator(s) can:
- 8.2.7.1. prepare and re-submit a new CSR; or
  - 8.2.7.2. request the permission to finance the commercialisation (including patent) costs themselves; or
  - 8.2.7.3. request that the IP be assigned to them in return for the University being entitled to receive an appropriate share (to be agreed prior to such assignment) of any income obtained by the Creators through any exploitation of the IP. It is anticipated that this will be a minimum of 15% royalty on gross income generated by the Creator through commercial exploitation of the IP. All requests for Assignment must be made by submitting a CSR and subject always to any obligations or restrictions placed on the IP by any Third Party.

## 9. Revenue Sharing

### 9.1. General Principles

- 9.1.1. The University wishes to encourage Employees and Students to disclose to it University IP that may have commercial value, and to reward Creators for their inventive and creative contributions. Accordingly, this section 9 sets out a formula for sharing with Creators any Revenue that the University receives from the commercialisation of IP.
- 9.1.2. Prior to distribution of any of Revenue as set out in in this Section 9, the University shall be entitled to deduct any Applicable Costs, including any that have been specifically agreed in relation to the provision of funding e.g. proof-of-concept funding.
- 9.1.3. The University will distribute any Net Revenue as shown in Table 1 below.

Cumulative Income	Creators(s)	University	University Unit
≤£10k	80%	10%	10%
>£10k but ≤£30k	75%	10%	15%
>£30k but ≤£130k	55%	30%	15%
>£130k but ≤£230k	50%	30%	20%
> £230k	40%	35%	25%

Table 1. Net Revenue share for Creators

- 9.1.4. The University's share shall be paid into the University's general funds.
- 9.1.5. The University Unit's share shall be paid to the University Unit(s) of the University within which the Creators were based at the time the IP was created and according to the same percentage as the Creators. Where an Employee or Student belonged to more than one University Unit, the income will be split between them based on the relative level of association with each unit. Where a Creator has received demonstrable support from a Research Institute or Centre that directly enabled the creation or significant development of the IP, 20% of the University Unit's share will be paid to the Research Institute or Centre.

### 9.2. Determination of Net Revenue Share between Creators

- 9.2.1. Where there is more than one Creator the default position is that all Creators are equal and will be rewarded equally. If the Creators wish to divide their rewards unequally then it is the responsibility of the Creators to agree between them the proportion of the Creator(s) share of Net Revenue each of them will receive.

- 9.2.2. The relative contribution of each Creator to the creation and/or development of the IP as set out in the corresponding Innovation Disclosure Form should be taken into consideration when determining how the Creator(s) share of Net Revenue will be allocated between Creators.
- 9.2.3. In many cases where there is more than one Creator, there may be an imbalance in perceived power between them. For example, the Inventors may include a Student and their PhD supervisors or a Head of Department and a post-doctoral researcher. In such cases all must be done to ensure that the Creator who holds a position of seniority within the University does not exert any undue influence over the decision as to how any Net Revenue may be shared between the Creators, unfairly disadvantaging other Creator(s). Creators should take care to document how the decision regarding sharing of Net Revenues has been made. A member of the CIP Team (most likely the Commercialisation Manager for the project) will work with the Creators to mediate the discussions to ensure all Creators are treated fairly.
- 9.2.4. Once agreed, the decision must be recorded using the Declaration of Innovation (Annex 2) and the Creators' shares shall then be divided amongst the Creators in accordance with that document.
- 9.2.5. Creators shall be entitled to receive a share of any Net Revenues (as set out in this Section 9) that arise from IP that is Licenced or Assigned to a Spin-Out Company, regardless of any equity holding they may have in that same Spin-Out Company.
- 9.2.6. Where the University may be entitled to receive Revenues as the result of commercialisation by a Third Party of IP generated as a result of Third Party Contracted Activity, for example, through a revenue share provision agreed as part of a research collaboration, the Creators of the IP must complete the Declaration of Innovation to record how any Net Revenues they may be entitled to receive will be shared between them.

### 9.3. Payment of Net Revenue

- 9.3.1. Payment of Net Revenues to Creators will be made in accordance with Table 2.

Creator Status at time IP was Created	Creator status at time of payment of Net Revenue	Payment Route	Deductions*
Employee	Employee	University of Leicester Payroll	Income Tax, Employer National Insurance & Employee National Insurance.
	Employee	Internal transfer to nominated cost centre	None
	Third Party	BACS	Income Tax and Employer National Insurance & Employee National Insurance.
Third Party	Third Party	BACS	Income Tax.
	Employee	BACS	Income Tax.

Table 2. Payment of Net Revenues to Creators. \* To be applied at the rates in force at the time, as well as any other deductions that the University may be legally required to be made.

- 9.3.2. Creators, who were Employees at the time which they created the IP and are still Employees of the University at the time which payments are due to be made, may opt to have any revenue payments



paid directly through payroll or waive them in favour of the University (or any successor or replacement thereto). Payments made to Creators through payroll will be subject to deductions for income tax and employee and employer national insurance that will be applied at the rates in force at the time, as well as any other deductions that may be legally required to be made. To comply with HMRC regulations on tax avoidance, any income waivers must be made in advance and prior to the University receiving any Revenue to which they might be entitled under this policy; this can be done on a rolling annual basis but the decision to waive the income cannot be rescinded. In the absence of an income waiver the income will be paid to individuals via payroll.

- 9.3.3. Any Creators that are not paid via payroll are solely responsible for any *additional* income tax, national insurance or other charges due in respect of such payment.
- 9.3.4. Any Creator who is entitled to payments under this policy, but who is no longer an Employee is responsible for keeping the CIP Team or their nominated officer informed of up-to-date contact details to which any revenue payments due may be sent. This should include details of appointments made under a power of attorney in the event of the Creator retiring or resigning from the University. Any such information will be used solely for the purpose of administering the payments and in accordance with the University's data protection and/or privacy policy in force at the time.
- 9.3.5. If a Creator does not supply this information and the University receives payment due to the Creator, the University shall retain such payments for a period of 3 years. Any payments that are unclaimed after a period of 3 years will be forfeited and revert to the University for distribution at its sole discretion. No interest will be payable to the Creator in respect of late payments.
- 9.3.6. If revenue from IP commercialisation forms part of a Creator's Legacy, it will form part of their estate and passed to their executors, unless the Inventor has stated otherwise. When the relevant information regarding the Creator's legacy has not been provided, the University will make reasonable efforts to pay revenue due to the estate. Only the Director of RED or their nominated officer is able to authorise such payments.

## 10. Spin-Out Companies

### 10.1. Basic Principles

- 10.1.1. A Spin-Out Company may be considered where it has been determined following proper assessment to be the most appropriate means by which the most socio-economic benefit and impact can be generated from the underlying IP, and consistent with dissemination of the IP for the benefit of the public. The decision to form a Spin-Out Company will only be made in light of an assessment of the future commercial and technical potential of the IP, the likelihood of success, and a clear evaluation of the commitments and resources necessary to achieve success.
- 10.1.2. The University has entered into the MML Agreement, under which MML is the University's preferred partner for securing external investment in new Spin-Out Companies for a significant period of time. The CIP Team will outline relevant obligations on the University under the MML Agreement with Creators who wish to pursue a Spin-Out Company. Creators and/or University Founders will be required to give all reasonable assistance and support to the CIP Team to enable the University to meet its obligations under the MML Agreement.
- 10.1.3. In some instances, the proposed form of the Spin-Out Company may vary from the generally established model based around the incorporation of a company limited by shares in which the University holds equity, and which is granted a licence to University IP. For example, a company limited by guarantee or an expertise-based social enterprise. In such circumstances, it may be permissible to vary the specific terms on which the Spin-Out Company is formed from those set out in this policy as per Section 13.
- 10.1.4. The overall process that is to be followed in relation to Spin-Out Companies is shown in [Appendix 1](#).

## 10.2. Approval to pursue a Spin-Out Company Project

- 10.2.1. In the event that the Creator(s) and Commercialisation Manager agree that a Spin-Out Company is the most appropriate route for commercialisation of selected IP, then they must complete a CSR and submit this to the CIP Team for review as set out in Section 8.2. The CSR must include the names of any individuals who will be University Founders in the proposed Spin-Out Company.
- 10.2.2. If the decision of the CIP Team is that there is a possible case for pursuing a Spin-Out Company, then:
- 10.2.2.1. The intended University Founders must approach the Head of their University Unit and secure their permission to spend time pursuing the creation of a Spin-Out Company and communicate in writing to the CIP Team that such permission has been obtained.
- 10.2.2.2. Subject to obtaining permission as per paragraph 10.2.2.1, the intent to pursue a Spin-Out Company must be presented to the Innovation Board at the earliest opportunity and if necessary, an *ad hoc* meeting of the Innovation Board shall be convened to review the opportunity. The presentation shall be made by one of the intended University Founders and the Commercialisation Manager supporting the proposal. Such presentation shall be made in writing, including where requested by the Innovation Board, accompanied by a verbal presentation and discussion, either in person or via remote connection as appropriate. The Innovation Board shall consider the case and, as appropriate, endorse, reject or request further information. The Board's decision will be communicated to the Creators and Commercialisation Manager at the earliest opportunity.
- 10.2.3. If the Innovation Board endorses the proposal, then the project will be considered to be a Spin-Out Company Project. The University Founders and Commercialisation Manager will then form a Spin-Out Company Project Team who will be responsible for taking the project forward as set out in Section 10.3.
- 10.2.4. If the Innovation Board rejects or requests revisions to the proposal, the project will not be considered a Spin-Out Company Project and the Creators and the Commercial Manager may revise and re-submit a new proposal for review at a subsequent date as appropriate.

## 10.3. Development of a Spin-Out Company Project

- 10.3.1. Once a Spin-Out Project has been endorsed by the Innovation Board the Commercialisation Manager will notify MML of the existence of the project.
- 10.3.2. The Spin-Out Project Team will then work together to develop the business case including conducting due diligence, (further) market research and validation, development of a business plan and pitching to investors (as appropriate and in accordance with any requirements set by the MML Agreement, where applicable).
- 10.3.3. During the development phase, the specific steps and stages that are taken to develop the opportunity will depend on the nature of the Spin-Out Company being proposed. Where any specific support is required then the project team will submit a CSR as required.
- 10.3.4. The project team are permitted to develop the opportunity up to and including negotiating the Heads of Terms for the relevant agreements that may be needed to complete any investment and corresponding Licence agreement as well as to take any other actions that may be reasonable required in order to enable the successful development of the opportunity, subject always to this policy and any other applicable rules or legal obligations in force at the time.

#### **10.4. Approval to form a Spin-Out Company**

- 10.4.1. Once a project team has agreed the Heads of Terms for the formation of a Spin-Out Company, a formal submission to the Innovation Board must be made. The specific format and contents of the submission will be dependent on the nature of the proposed Spin-Out Company but is likely to include:
- 10.4.1.1. A copy of the proposed business plan (or adapted version thereof);
  - 10.4.1.2. a copy of the proposed financial model (or adapted version thereof);
  - 10.4.1.3. the proposed Heads of Terms;
  - 10.4.1.4. explanation and justification of any risks (and mitigations thereof) posed by the proposed course of action;
  - 10.4.1.5. any other information the Innovation Board may reasonably request.
- 10.4.2. The case for the Spin-Out Company should be presented to the Innovation Board at the earliest opportunity once Heads of Terms have been agreed, and shall not be hindered by the need to present the case at a pre-scheduled meeting of the Innovation Board. The presentation shall be made by one of the intended University Founders and the Commercialisation Manager supporting the proposal, along with any external founders, such as the CEO designate. Such presentation shall be made in writing, including where appropriate, accompanied by a verbal presentation and discussion, either in person or via remote connection as appropriate. The Innovation Board shall consider the case and, as appropriate, endorse, reject or request further information. The board's decision will be communicated to the project team at the earliest opportunity.
- 10.4.3. If the Innovation Board endorses the proposal, the Spin-Out Project Team will be empowered to complete the negotiations but not formally complete the spin-out process. Once the negotiations have reached the final stages, a formal submission will be made to the Spin-Out Sub-Group, which shall consider the case and, as appropriate, endorse, reject or request further information. The Spin-Out Sub-Group's decision will be communicated to the project team at the earliest opportunity.

#### **10.5. Contract negotiations and completion**

- 10.5.1. During the transaction phase, the specific steps and stages that are taken to complete the spin-out process the opportunity will depend on the nature of the Spin-Out Company being proposed. Where any specific support is required then the project team will submit a CSR as required. It is expected that during this phase the Spin-Out Company will be incorporated and external legal counsel will be appointed to represent the Spin-Out Company and the University Founders during the negotiations. The costs for any such legal support will be agreed between the relevant stakeholders in advance.
- 10.5.2. Once a Spin-Out Project has been approved by the Spin-Out Sub-Group, the project team are permitted to pursue negotiation of the suite of agreements required to complete the overall transaction, including but not limited to:
- 10.5.2.1. shareholder agreements (or equivalent);
  - 10.5.2.2. Company incorporation document (Memorandum and Articles of Association);
  - 10.5.2.3. Directors Agreements;
  - 10.5.2.4. Consultancy agreement for University Founders; and
  - 10.5.2.5. Facilities, service or research agreements with the University (where required).
- 10.5.3. During the transaction phase, any deviations of material significance from the terms on which permission to proceed must be submitted to the Spin-Out Sub Group. The Spin-Out Sub Group will review the deviation and, in their reasonable opinion, may either approve the deviations or refer the matter to the rest of the Innovation Board, Executive Board or Finance Committee as appropriate.

## 10.6. Relationship with the University

### 10.6.1. *Equity Distribution*

- 10.6.1.1. Subject to paragraph 10.6.1.2, the equity in any Spin-Out Company prior to any external investment will be shared between the University and the University Founders as set out in Table 3 below; all equity positions will be dilutable upon subsequent Third Party investment.

Party	Equity
University	25%
University Founders	75%

Table 3. Pre-investment equity distribution for Spin-Out Companies.

- 10.6.1.2. The equity distribution in Table 3 may be varied if:

- 10.6.1.2.1. a Third Party (other than MML) is entitled to any equity in a Spin-Out Company prior to any investment as a result of the terms of any pre-existing agreement, in which case the remaining equity will be distributed according to Table 3; and/or
- 10.6.1.2.2. the specific circumstances of a particular Spin-out Company dictates that a lower percentage of equity to the University is commercially required, for example if a Spin-Out Company is less IP rich or less strategically valuable to the University; and/or

- 10.6.1.3. applicable law or regulation requires the University to take an equity stake in any Spin-Out Company of less than 20 per cent.

- 10.6.1.4. It is the responsibility of the University Founders to agree as to how University Founders' equity share will be divided between the individual University Founders. In cases where there is more than one University Founder, there may be an imbalance in perceived power between them. For example, the University Founders may include a Student and their PhD supervisors or a Head of Department and a post-doctoral researcher. In such cases all must be done to ensure that the individual who holds a position of seniority within the University does not exert any undue influence over the decision as to how any Spin-Out equity may be shared between the University Founders, unfairly disadvantaging the more junior University Founder(s) in preference of themselves. Wherever possible, University Founders should take care to document how the decision regarding sharing of Spin-Out equity has been made. University Founders are responsible for taking their own independent advice regarding tax implications of gaining and holding equity in a Spin-Out Company.

### 10.6.2. *Access to University IP*

- 10.6.2.1. A Licence to the necessary University IP will be granted to a Spin-Out Company on reasonable commercial terms in favour of the University, having regard to market practice for university spin outs across the UK university sector. Any Licences will reasonably take into considerations and needs of the Spin-Out Company, for example, cashflow, impact on securing further investment, and balance these against the needs of the University to receive Revenue and be able reward the Creators. For example, this may include agreeing to spread the payment of past patent costs over an agreed time period or the deferment of royalty payments until agreed thresholds have been reached.

- 10.6.2.2. Any such Licence is expected to include provisions for;

- 10.6.2.2.1. the payment of royalties and may include minimum annual payments and success-based milestone payments;





- 10.6.2.2.2. the reimbursement of ongoing patent expenses where required;
  - 10.6.2.2.3. the reimbursement of patent expenses incurred by the University up to the point of Licensing the IP to the Spin-Out Company;
  - 10.6.2.2.4. the reservation of certain rights for the University with respect to the use of IP Licenced for academic research and teaching purposes
- 10.6.2.3. It is the University's policy not to Assign IP to a Spin-Out Company in the first instance. The University may agree to Assign the IP to the Spin-Out Company at a future point in return for financial compensation, if the company is operating successfully and meets certain milestones subject to further negotiation between the University and the Spin-Out Company, and where such Assignment can be demonstrated to outweigh the risk of not doing so.
- 10.6.3. *Access to University resources*
- 10.6.3.1. It is anticipated that a Spin-Out Company may want to incubate within its host University Unit during the early stages of initial operation after incorporation and securing investment. Such incubation support might include:
    - 10.6.3.1.1. laboratory and office space;
    - 10.6.3.1.2. IT and library facilities;
    - 10.6.3.1.3. amelioration of overheads or charges on contracts placed with the University;
    - 10.6.3.1.4. contract research administration;
    - 10.6.3.1.5. staff development and business development signposting;
    - 10.6.3.1.6. financial management signposting;
    - 10.6.3.1.7. regulated access to complementary expertise or IP arising elsewhere in the University;
    - 10.6.3.1.8. release of staff time to the Company.
  - 10.6.3.2. Unless otherwise agreed with the University, the provision of any such incubation support shall be at the absolute discretion of the University and subject to agreeing appropriate contracts to be conducted as arms-length transactions and at appropriate commercial rates. Such incubation support is expected to last for no longer than two (2) years post-completion. The support may also cease if the Spin-Out Company exceeds the period of incubation agreed, or is evidently failing to meet its objectives and development milestones. All agreements for incubation support shall reflect the above.
- 10.6.4. *Involvement of Employees in the Spin-Out Company post-completion*
- 10.6.4.1. Employees holding a full-time contract of service with the University may not be employees (Executive Directorial or in other capacities) of a Spin-Out Company.
  - 10.6.4.2. All Consultancy Work by University Founders Employees with Spin-Out Companies must be contracted through the University and approved in accordance with the University [Consultancy Policy](#);
  - 10.6.4.3. The appointment of any Employee as a Non-Executive Director of a Spin-Out Company is subject the University's [Paid External Activities Policy](#).
  - 10.6.4.4. Employees (part-time or full-time) who accept positions as Non-Executive Directors are required to familiarise themselves with the role, responsibilities and liabilities of a director.



#### 10.6.5. *Conflicts of Interest*

- 10.6.5.1. All conflicts of interest must be properly declared and recorded in the Register of Interests in accordance with the [Registration and declaration of interests policy and procedure](#), including any shareholdings, consultancy agreement and/or Non-Executive Directorships an Employee may have in or with a Spin-Out Company.
- 10.6.5.2. All care should be taken to ensure that the roles of any University Founders do not conflict with their duties and responsibilities as Employees. For example, unless prior arrangements have been agreed in writing to mitigate against any perceived conflicts, they should not:
  - 10.6.5.2.1. direct or supervise the work of Students or Employees on projects that directly benefit the Spin-Out Company;
  - 10.6.5.2.2. make requests of Employees whom they have line management responsibility for (or other influence over) to engage in activities for the benefit of the Spin-Out Company;
  - 10.6.5.2.3. make use of any University IP for the benefit of the Spin-Out Company that is not subject to an appropriate arms-length agreement between the University and the Spin-Out Company;
  - 10.6.5.2.4. use their influence or decision-making capacity within the University to secure commitment to or prioritise the use of University resources for the benefit of the Spin-Out Company.

#### 10.6.6. *Management and Administration of the Company*

- 10.6.6.1. It is expected that the University will be granted shareholder rights that are in line with current practice for UK universities, and in any event sufficient to enable the University to protect its interest and reputation. It is expected that this will include standard pre-emption rights, and appropriate 'drag along' and 'tag along' exit provisions.
- 10.6.6.2. For as long as the University holds at least 5 per cent of the total equity in a Spin-Out Company it shall have the right to appoint, at its discretion, either a Non-Executive Director or observer to the board of the Spin-Out Company. It is expected that unless there is a significant benefit to the Spin-Out Company, then the default position will be for the University to nominate an observer only. In the event that the University elects not to appoint either a Non-Executive Director or observer it shall have the right to receive board papers in the same way as if an appointment had been made, including the rights to:
  - 10.6.6.2.1. receive board papers and other relevant shareholder information such as the management accounts and written details of any offer to buy the company; and
  - 10.6.6.2.2. to transfer its shares within the University group.

### 10.7. **Disposal of Interests**

- 10.7.1. The University and University Founders will be free to dispose of their equity holding in a Spin-Out Company in accordance with the terms of the corresponding shareholders agreement. Neither Creators nor University Founder's shall be entitled to receive any share of income that arises from any dividends received by the University from a Spin-Out Company or from the sale by the University of any equity held by the University in any Spin-Out Company.
- 10.7.2. Dividends and equity sales income to University Founders will not be processed through any University account and the University Founders will be solely responsible for accounting for any taxation that may be due in relation to any such income.
- 10.7.3. All proceeds from the sale of University equity in Spin-Out Companies (or income received in the form of dividends from any Spin-Out Companies) shall be paid according to Table 4 below and used for any legal purpose deemed appropriate by the University.

Recipient	Share of Income
University	80%
University Unit	20%

Table 4. Distribution of income from interests in Spin-Out Companies.

- 10.7.4. The University's share shall be paid into the University's general funds.
- 10.7.5. The University Unit's share shall be paid to the University Unit(s) of the University within which the Creators were based at the time the IP was created and according to the same percentage as the Creators. Where an Employee or Student belonged to more than one University Unit, the income will be split between them based on the relative level of association with each unit. Where a Creator has received demonstrable support from a Research Institute or Centre that directly enabled the creation or significant development of the IP, 20% of the University Unit's share will be paid to the Research Institute or Centre.

## 11. Breach of Policy

- 11.1. Any breach of this policy shall be treated as a disciplinary matter may lead to action under the University's [Disciplinary Ordinance policy](#) and Procedure.
- 11.2. At its sole discretion, the University may pursue all options available to it in dealing with a breach of this policy, including legal action.

## 12. Disputes

- 12.1. In the event of a dispute between Creators, or between one (or more) of the Creator(s) and the University in relation to this policy, the Creators and CIP Team will use reasonable endeavours to resolve the dispute informally within a reasonable timeframe.
- 12.2. If the matter cannot be resolved it shall be referred to head of the University Unit to which the Creator(s) belong, who shall act as an informal mediator to attempt to resolve the dispute within a reasonable timeframe. If the creators belong to more than one department, they shall agree between them which University Unit head they wish to refer the dispute to.
- 12.3. In the event the dispute between the Creators still cannot be resolved, the matter shall be referred to the Pro-Vice Chancellor for Research and Enterprise for determination within a reasonable timeframe.
- 12.4. The Pro-Vice Chancellor shall have the right to convene a special panel and/or appoint external experts to assist with the resolution of the dispute.
- 12.5. Creators shall have the right to appeal to the Vice Chancellor following the outcome of the determination of the Pro-Vice Chancellor for Research and Enterprise.

## 13. Variation

- 13.1. In some circumstances it may be permissible to deviate in the application of this policy. Deviations must be authorised by the appropriate person (based on the significance of the deviation) before actions are taken and, in each case, where such deviations are reasonable and take account of the relative benefits and risk of the deviation being considered.

## 14. Related Practices

- 14.1.** There are a number of key policy documents in addition to the IP & Spin-Out Policy which relate to governance and procedural arrangements associated with IP as set out in Table 5 below.
- 14.2.** In the event that there is a perceived or actual conflict between the requirements of any of these policies and this IP & Spin Out Policy, advice must be sought from the relevant policy lead as shown in Table 4 above.

Policy	Policy Lead
<a href="#">Financial Regulations</a>	Finance Division
<a href="#">Registration and declaration of interests policy and procedure</a>	Governance Team
<a href="#">Consultancy Policy</a>	Research and Enterprise Division
<a href="#">Paid External Activities Policy</a>	Governance Team
<a href="#">Copyright Policy</a>	Library Team
<a href="#">Research Code of Conduct</a>	Research and Enterprise Division
<a href="#">Open Access Policy</a>	Library Team
<a href="#">Data Protection Policy</a>	Information Assurance Services
<a href="#">Information Security Policy</a>	Information Assurance Services
<a href="#">Export Control Policy</a>	Research and Enterprise Division

Table 5. Related Practices

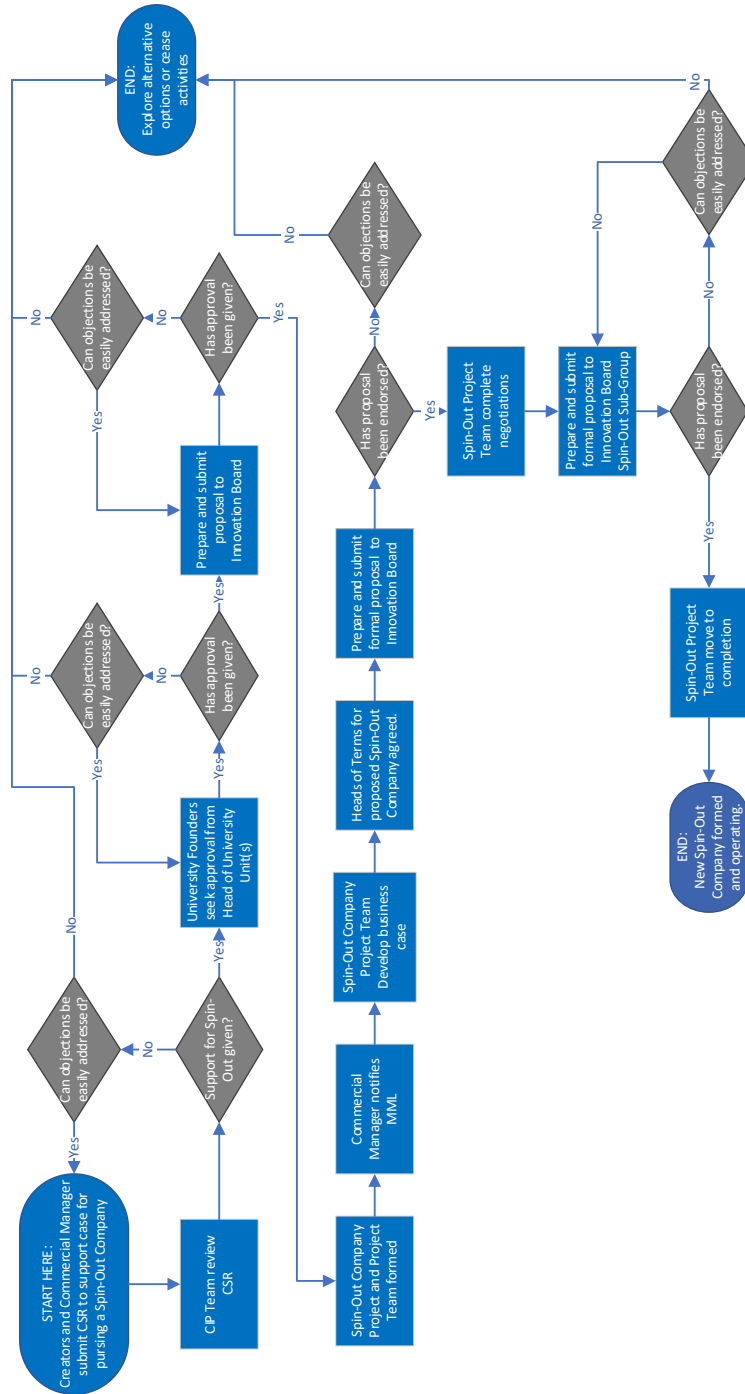
## 15. Review

This policy will be reviewed after one year and then every three years thereafter but may be subject to interim review and amendment as appropriate in the light of operational experience and/or sector-based developments.



Appendix 1

Spin-Out Company Approval Process



## Innovation Disclosure Form

The information on this form will be used by the Commercial & IP (CIP) Team from the Research and Enterprise Division (RED) to inform decisions about the commercial development of the innovation described herein.

Please complete all sections as fully as possible. The questions are a guide to help you but please add any additional information that you think will be relevant and/or helpful.

If needed, the CIP Team will help you to complete the form, including performing initial searching of patent and technical literature as necessary.

Please note that submission of the form to and review by the CIP Team does not guarantee any specific outcome.

**Please ensure that Appendix 1 (Innovators) and Appendix 2 (Funding) are completed in full before submitting to the Commercial & IP Team.**

All forms should be submitted as word documents by email with the message subject as “CONFIDENTIAL - NEW INNOVATION DISCLOSURE” to: [commercial-support@leicester.ac.uk](mailto:commercial-support@leicester.ac.uk)

Title of Innovation
Click or tap here to enter text.

Please add a brief descriptive title of a few words that contains the inventive concept and which is meaningful both internally and from an industry standpoint.

Main Contact	
<b>Name</b>	Click or tap here to enter text.
<b>Email</b>	Click or tap here to enter text.
<b>Telephone</b>	Click or tap here to enter text.
<b>School/Department</b>	Click or tap here to enter text.
<b>Institute/Centre</b>	Click or tap here to enter text.
<b>College</b>	Choose an item.

Form Completed by	
<b>Name</b>	Click or tap here to enter text.
<b>Date completed</b>	Click or tap to enter a date.
<b>Date submitted</b>	Click or tap to enter a date.

### FOR COMPLETION BY COMMERCIAL & IP TEAM ONLY

<b>Date Received</b>	Click or tap to enter a date.
<b>Date Reviewed</b>	Click or tap to enter a date.
<b>Innovation ID #</b>	Click or tap here to enter text.
<b>ID Version #</b>	Click or tap here to enter text.
<b>ID Version Date</b>	Click or tap to enter a date.

**1. BACKGROUND**

Please provide a brief history of the project to date including a short summary of the research which has led to the innovation.

Click or tap here to enter text.

**2. DESCRIPTION OF THE INNOVATION**

Please describe the innovation in detail, including a description of how your innovation operates, including diagrams such as flow diagrams, technical drawings, charts, graphs, etc. as appropriate. Please list the features of the innovation which are essential and any which are preferred or optional.

Click or tap here to enter text.

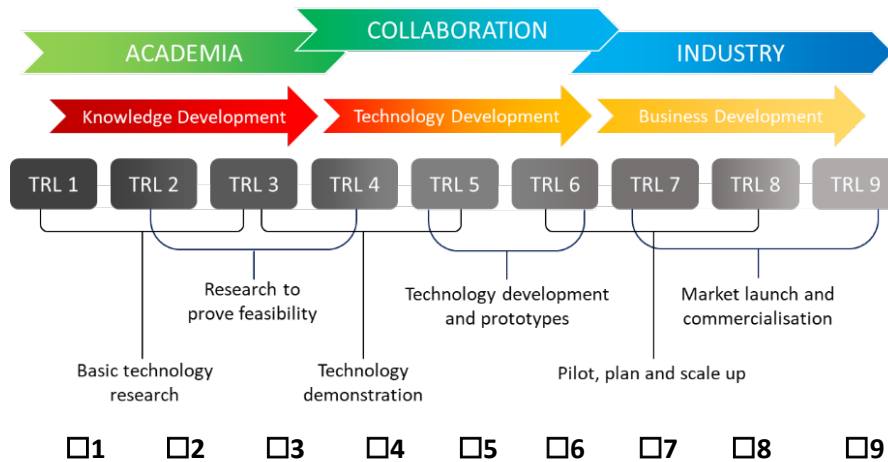
**3. CONTEXT OF THE INNOVATION**

Your innovation will address a specific problem or “need”. Please summarise the problem/need and briefly describe how your invention addresses that problem/meets that need. Please also list any alternative solutions to the problems and the benefits which your innovation has over the currently available solutions.

Click or tap here to enter text.

**4. TECHNOLOGY READINESS LEVEL**

If you are able to, please indicated below the Technology Readiness Level (TRL) of you innovation.



**5. CUSTOMERS/PARTNERS**

Please indicate who you think might wish to use your innovation, for example, what kinds of companies or customers might be interested. Please also explain the route by which you think your innovation might reach these end users and if other technologies or partners might be required to achieve this.

Click or tap here to enter text.

Please indicated below if you have identified or interacted with any third parties which may be relevant for the commercialisation of the innovation and indicate what kind of involvement they might have. Tick all that apply.

Yes and I am already in contact with them (please list in table below)

Yes but I have not yet contacted them (please list in table below)

No but I would like help to identify some

No but I will identify some myself/

Please list all the organisations that you have either identified might be interested or have already interacted with in relation to this innovation and describe how they have or might interact with the innovation

Name of Organisation	Description of (potential) interaction

**6. INTELLECTUAL PROPERTY**

Please describe what is new or novel about the disclosed innovation that is not already known and in the public domain?

Click or tap here to enter text.

Please describe all publicly available information that closely resembles or describes your innovation (include academic publications, patents and relevant websites). Please include the most relevant things you are aware of that have been published, patented or otherwise disclosed by other researchers, companies etc. Include links to documents or websites where possible.

Click or tap here to enter text.



Please describe any inventive or creative step(s) that were taken in order to generate your innovation.

By this it is meant, which aspect(s) of the innovation do you believe could not be considered an obvious extension of current knowledge, by the average skilled person working in the area?

*Inventive steps are critical for securing patent protection but still useful to understand for other forms of intellectual property than might distinguish them for other competing innovations.*

Click or tap here to enter text.

Please indicate what type of intellectual property you think best describes your Innovation.

Patentable invention	<input type="checkbox"/>
Know-how	<input type="checkbox"/>
Technical design	<input type="checkbox"/>
Database	<input type="checkbox"/>
Software*	<input type="checkbox"/>
Other (please describe)	Click or tap here to enter text.

**\*If your Innovation is Software-based, please also complete Appendix 3.**

**7. DISCLOSURES**

In some cases, prior disclosure of an innovation will have negative impact on the ability to protect and therefore commercialise the innovation; this is especially important where the route to commercialisation may require the filing of patent applications.

Prior disclosures include disclosing information about the project in a setting where it would be unreasonable to expect the individuals receiving the information to treat it as confidential. For example journal papers, conference talks, posters, email correspondence and conversations with non-university colleagues, social media posts, depositing software onto third party hosting sites e.g. github.

Please indicate if you are aware that any of the following disclosures apply to your innovation.
<input type="checkbox"/> Publication in a journal (If yes please attach paper as an appendix to this Innovation Disclosure)
<input type="checkbox"/> Conference or seminar (in person or on line) If yes please attach slides, abstract, synopsis as an appendix
<input type="checkbox"/> Poster presentation If yes, please attach a PDF copy of the poster as presented
<input type="checkbox"/> Depositing on a third-party software hosting site e.g. github
<input type="checkbox"/> Other disclosure (please describe) below
Click or tap here to enter text.

Do you anticipate needed to make any disclosures in the immediate or near term? For example, if you have already submitted a paper for review/publication but it has not yet been accepted or if you under any obligations from third party funders to publish the innovation.	
Yes <input type="checkbox"/>	No <input type="checkbox"/>

If yes, please describe the intended disclosure and the proposed timelines below.
Click or tap here to enter text.

**Please ensure that Appendices 1 and 2 are completed in full before submitting to the Commercial & IP Team.**

**All forms should be submitted as word documents by email with the message subject as “CONFIDENTIAL - NEW INNOVATION DISCLOSURE” to:**

**[commercial-support@leicester.ac.uk](mailto:commercial-support@leicester.ac.uk)**

### Appendix 1: Innovators

It is important that we have a full and clear understanding as to who was involved in the creation and development of the innovation we are being asked to help commercialise. Please complete a table below for each individual that contributed to the creation of this innovation (including any collaborators from outside the University of Leicester) and including the following information:

- **Status:** Indicate the status of the individual at the time at which they contributed to the innovation.
- **Role:** Indicate whether the individual should be considered as an inventor (made an independent intellectual contribution to the project) or a contributor (made important contributions to the innovation but worked under the instructions of someone else). and indicate the source of any funding that was used to fund the work that resulted in the innovation.
- **Contribution:** Describe the specific contribution which the individual made to the innovation e.g. designed the experiments, derived the concept, performed experiments

Name	Email	Department	Status (Select one)	Role (Select one)	Contribution
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			Choose an item.		Click or tap here to enter text.

Name	Email	Department	Status (Select one)	Role (Select one)	Contribution
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Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Choose an item. Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Choose an item. Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Choose an item. Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Choose an item. Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.
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Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Choose an item. Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.

### **Appendix 2: Funding**

Please list all funding that was used to fund any work on the creation or subsequent development of the innovation which is described in this Innovation Disclosure Form. For each piece of funding please list all of the individuals which are named in Appendix 1 and who were covered by this funding. Please also include the Worktribe reference number for the project and grant code where known.

<b>Name of Funder</b>	<b>Start Date</b>	<b>End Date</b>	<b>Worktribe# &amp; Grant Code</b>	<b>Innovators Funded</b>
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### Appendix 3: Software

**A. Technology**

Please indicate below which best describes the form of the software you have created (tick all that apply)..			
<input type="checkbox"/> Standalone Software	<input type="checkbox"/> Game	<input type="checkbox"/> Module/plugin algorithm	<input type="checkbox"/> Database
<input type="checkbox"/> Library	<input type="checkbox"/> Application in Appstore	<input type="checkbox"/> API (application programming interface)	<input type="checkbox"/> Other (including Github Repository)

**B. Stage of Development**

Please indicate below which best describes the stage of development of the software (tick one).				
<input type="checkbox"/> Concept	<input type="checkbox"/> Research Tool	<input type="checkbox"/> Prototype	<input type="checkbox"/> Beta test	<input type="checkbox"/> Ready to License Product

Please explain below if further work is needed before the software can be demonstrated to potential customers (Minimum Viable Product, MVP).	
Question	Your Answer
Development plan done (continuous, tweaks, maintenance, continually evolving)?	Click or tap here to enter text.
How long would it take to get to MVP stage?	Click or tap here to enter text.
Is funding in place?	Click or tap here to enter text.
If not, are there plans to raise funds?	Click or tap here to enter text.
Can you estimate how much money will be required to produce a robust MVP?	Click or tap here to enter text.

Please indicate below which best describes the software documentation (tick one).		
<input type="checkbox"/> No documentation	<input type="checkbox"/> Partial Documentation	<input type="checkbox"/> Full Documentation

**C. Specification**

Please identify what programming language was used:
Click or tap here to enter text.

Please state what operating system is needed for the proper function of the software?
Click or tap here to enter text.

Please state what application software is needed for the proper function of the software?
Click or tap here to enter text.

Please state what hardware configuration is required for the proper function of the software?
Click or tap here to enter text.

Please indicate if the software has a graphical user interface?
<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Please state if this is off-the-shelf software or if has to be customized for use by each customer?</b>
Click or tap here to enter text.

<b>Please indicate if you anticipate that a customer would need on-going maintenance and support?</b>
<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If yes, please explain below.</b>
Click or tap here to enter text.

**Please list the files which comprise the software and associated documents (this is important in the event of licensing the software to a third party and conducting any due diligence on providence). Add more rows if needed.**

Filename	Format	Location
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
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Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.



## Declaration of Innovation

*The purpose of the Declaration of Innovation is to confirm the commitment of the Creators of specific IP (and the innovation it embodies) to support the University with any efforts it may expend on commercialising the IP. Further it is to record the agreement between the Creators as to how any Net Revenue generated from the commercialisation of the IP is to be shared between them. This Declaration of Innovation applies to all stage of the commercialisation process, including with respect to the GB, PCT and National phases associated with patent filings. This is not a legally binding document.*

*This document should be read in conjunction with the IP & Spin-Out Policy. The use of capitalised terms in this document have the same meaning as those in the policy.*

<b>Innovation ID#</b>	XX-XXXX
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The undersigned, hereby acknowledge and declare that:

1. To the best of my/our knowledge the undersigned is/are the sole Creators(s) of the innovation (and the IP which embodies it) as described in the attached Innovation Disclosure Form.
2. The Creator(s) (including Inventors or Contributors) will give all reasonable support and assistance to the CIP Team with respect to the commercialisation or other development of the innovation.
3. The Creator(s) will work with the CIP Team to prepare and submit Commercialisation Support Request within a reasonable timeframe and commit to supporting this as reasonably required to achieve the agreed goals.
4. In the event that the innovation is an Invention and a patent based on this Invention is filed by the University of Leicester, the Inventor(s) will give all reasonable assistance in the preparation and prosecution of that patent, including signing Assignment documentation as required by UK or overseas Patent Offices.
5. In the event that commercialisation of the innovation leads to the generation of Revenue, all Applicable Costs (as defined in the IP & Spin-Out Policy) will be deducted by the University before distribution the Net Revenue is made to the Creator(s) in accordance with the IP & Spin-Out Policy.
6. If the University decides to withdraw a patent application with the intention of filing it at a later stage, such refiling is only possible if the Invention has not been disclosed during the period between filing and withdrawing.
7. The Creator(s) have determined between themselves how the Net Revenues are to be shared between them in accordance with the principles set out in the IP & Spin-Out Policy and giving due regard to the relative contributions to the creation of the innovation as set out in the Innovation Disclosure Form appended to this Declaration of Innovation.
8. The Creator(s) wish to share any Net Revenue in accordance with Table 1 below. between us as follows:



Name	Income Split (% of Net Revenue*)
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
<b>Total</b>	<b>100%</b>

Table 1. Net Revenue share between Creator(s). \*As defined in the IP & Spin-Out Policy

**Signed by**

Name	Click or tap here to enter text.
Date	
Signature	

Name	Click or tap here to enter text.
Date	
Signature	

Name	Click or tap here to enter text.
Date	
Signature	

Name	Click or tap here to enter text.
Date	
Signature	

Name	Click or tap here to enter text.
Date	
Signature	

Name	Click or tap here to enter text.
Date	
Signature	

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**Accepted by Research and Enterprise Division Office by**

Name	Click or tap here to enter text.
Date	
Signature	

## Commercialisation Support Request (CSR)

The purpose of this document is to present a request for support and/or investment with respect to the commercialisation of IP, including the filing and maintenance of patents. This form should be used wherever a key decision regarding a commercialisation project is to be made (both positive and negative), for example, the decision to stop supporting a patent or request by the Creators to take assignment of IP.

Items in [square brackets] are for information and should be removed before submitting the form.

The completed form should be submitted by email to [commercial-support@leicester.ac.uk](mailto:commercial-support@leicester.ac.uk) with “Commercial Support Request” and the six digit Tech ID number in the format “XX-XXXX” in the subject line. A copy of the corresponding Innovation Disclosure Form and Inventor Declaration must be submitted along with the completed request document.

### Section 1: Request Requirements

This section should be completed by the Creator(s) of the corresponding IP in collaboration with the Commercial & IP (CIP) Team Member who has been allocated to support the project.

#### 1. Basic Information

Project title:		
CSR Ref#	Click or tap here to enter text.	[Innovation ID plus 2 digit number to represent the current request e.g.23-1234-01]
Individual(s) seeking support		
Name	University Unit	Institute/Centre (where affiliated)
CIP Team member supporting the request		
Type of Request (tick one)		
<input type="checkbox"/> Initial Support – this is the first time support has been requested to commercialise this IP.		
<input type="checkbox"/> Continuation of support – this IP has previously received commercialisation support.		
Date of Submission		
Date of last request		

## 2. Project Overview

Category	Current/Proposed	Change from previous request
Commercial Opportunity	[Include a short description of the innovation/technology, the relevant market and the potential for the innovation/technology within this market]	N/A
Commercialisation Strategy	[Describe briefly the strategy by which the innovation/technology will be developed in order to realise the commercial opportunity described above. Please include the long term intentions e.g. licensing or spin-out company as well as the specific activities you intend to carry out over the next 12 months]	N/A
IP Strategy	[Briefly describe the intended strategy for the protection of the relevant IP e.g. seeking patent protection]	N/A
Timeline to next milestone	[Please state the next key milestone in the project and when you expect this to be achieved]	N/A
Technology Readiness	[Please state current TRL level if known]	N/A
Impact Opportunity	[Please describe the impact that may be realised by supporting commercialisation e.g. REF impact case study]	N/A
REF Case Study	[Please indicate if the IP has been shortlisted for an impact case study for the next REF]	N/A
Other partners involved and their contribution (other universities or funder, e.g. MRC/NIHR)	[Please list any partners that have either contributed to or have a vested interest in the commercialisation of the IP]	N/A
Policy or strategic objective supported	[Please indicate which university policy or strategic objective the commercialisation aligns with]	N/A

## 3. Requirements

	Support Requested	Previous support received
Financial	[Please describe the financial support you are seeking, including the amount, what the money will be spent on and when]	[Please describe the financial support you are seeking, including the amount, what the money will be spent on and when]
CIP Team	[Please describe the financial support you are seeking, including the amount, what the money will be spent on and when]	[Please describe the financial support you are seeking, including the amount, what the money will be spent on and when]
Other	[Please describe the financial support you are seeking, including the amount, what the money will be spent on and when]	[Please describe the financial support you are seeking, including the amount, what the money will be spent on and when]

#### 4. Risk Assessment

Please describe up to three risks of which you are aware of that could negatively impact achieving the objectives which you requesting support to achieve.

Risk Description	Impact Description	Impact level	Probability Level	Mitigation
		Choose an item.	Choose an item.	
		Choose an item.	Choose an item.	
		Choose an item.	Choose an item.	

Click or tap here to enter text.

## 5. Innovation Evaluation

Double-click on the table below and complete the assessment. Click out of the table when you have finished. Where applicable, copy the answers from the previous assessment into the corresponding column.

Factor	Max score	Current Assessment		Previous assessment		Change
		Criteria	Score	Criteria	Score	
<b>Strength of IP</b>	<b>30</b>		0		0	N/A
Newness	10		0		0	N/A
Inventiveness	20		0		0	N/A
<b>Technology</b>	<b>50</b>		0		0	N/A
Technical risk	20		0		0	N/A
Development costs	20		0		0	N/A
Development time	10		0		0	N/A
<b>Market Potential</b>	<b>100</b>		0		0	N/A
Necessity of solution	10		0		0	N/A
Uniqueness of solution	20		0		0	N/A
Market pull	30		0		0	N/A
Market quality	10		0		0	N/A
Market size	20		0		0	N/A
Financial reward to University	10		0		0	N/A
<b>Route to Market</b>	<b>10</b>		0		0	N/A
<b>Strategic benefits</b>	<b>30</b>		0		0	N/A
Impact Potential	20		0		0	N/A
Reputational Enhancement	10		0		0	N/A
<b>TOTAL</b>	<b>220</b>	Please complete the Innovation Evaluation	0	N/A	0	N/A

Score	Outcome banding
54 or less	Weak case for supporting
55 to 114	Possible case for supporting
115-164	Strong case for supporting
165-220	Very strong case for supporting

Select from in-cell drop-down menu
Copy and paste from previous assessment

## **Section 2: Request review**

This section should be completed by the CIP Team. Each request should be reviewed by at least two individuals other than CIP Team member that is supporting the request.

CSR ID Ref	XX-XXXX-XX {Tech ID' plus two digit number to represent the current request e.g. 23-1234-01 if this was the first request for support or 23-1234-02 if it was the second etc}	
Request Reviewed by		
	Name	Position
Reviewer 1		
Reviewer 2		
Reviewer 3		
Date reviewed		
Reviewers comments		
[Please include any recommendations or actions that may be helpful for the team to consider when taking the project forward]		
Recommendation (select one)		
<input type="checkbox"/> Support in full		
<input type="checkbox"/> Support subject to following conditions:		
[Please include any conditions that must be met in order for the requested support to be provided. For example, research funding must be secured within X months, patent costs supported up to PCT but not beyond if licensee is not secured etc.]		
<input type="checkbox"/> Decline to support		
Rationale for declining support		
[Please describe clearly the reason why support is not being given.]		

A copy of the completed review should be saved in PDF format and then shared with the applicants at the earliest opportunity.