Policy on Intellectual Property

2022

SUMMARY

New Ideas/ Discoveries/ Inventions

If you have a new idea, discovery or invention you should do the following:

1. Keep it a secret.

2. Tell a member of the SRUC IP Committee* so that they may consider the situation relating to IP.

3. Complete an Invention Disclosure Form (IDF).

4. Mark any relevant documents confidential.

5. Keep a dated record of your ideas in   Mjack(4)-00D 2fj50.0 dsT ch0vo0.207T vcj0.22 201T dvo109ko u.Tdor 3.7 (F,

5.

1. INTRODUCTION

This document provides an outline of the procedures and policy relating to Intellectual

iii.   any information that is labelled as confidential;

iv.   any information that has been received from a party external to SRUC, where the person who has received the information has been made aware that the information is to be treated as confidential.

'External consultant' is defined as any person that is providing consultancy services to SRUC, wherein that person is not an employee of SRUC or a student matriculated at or employed by SRUC.

'External collaborator' is defined as any person or undertaking that is working in partnership with SRUC.

'Visitor' is defined as any party that is visiting SRUC from another company or organisation and who is using SRUC facilities.

"Spin Out Company" is defined as a company set-up to exploit IP that has originated from within SRUC, and where SRUC typically continues to have some ownership.

"Start-up company" is defined as a company set-up by active (or recent) SRUC employees but not based on IP from SRUC.

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6. ASSIGNMENT OF IP RIGHTS

6.1 Reference is made to the terms set out in the Policy Regarding Assignation of Intellectual Property for Students Undertaking Research at SRUC which shall continue to apply.

6.2 Where a Visitor or External Consultant is due to begin work at SRUC an assignment document must be prepared and signed by all parties before the start of the work. The agreement should set out that any IP rights created by any Visitor or External Consultant when working in association with SRUC will belong to SRUC, subject to any prior agreement that is in place.

7. RESPONSIBILITY FOR COSTS

7.1 Where an invention, design or trade mark is approved for protection through the decision of the IP Committee, the costs of obtaining IP protection and the subsequent exploitation of the IP will be covered by SRUC in the first instance unless there is a separate agreement to the contrary. In the event that SRUC does not wish to proceed with protection of the IP and/ or relinquishes ownership of that IP, SRUC will no longer be responsible for any costs incurred in obtaining and/ or maintaining protection. If the IP is then pursued by a new owner(s), the responsibilities for further costs of associated with the IP will pass to the new owner(s) of the IP.

7.2 In the situation where SRUC wishes to relinquish ownership of any Intellectual Property Right it will give the inventor(s)/ creator(s) of the IP the option to obtain ownership of the IP Right on terms to be agreed.

7.3 All creators of IP shall have the right to be named as inventors in any Intellectual Property applications (such as patent and/ or design applications) where they have made an inventive contribution.

8. CONFIDENTIALITY

8.1 Any student, employee, external collaborator, visitor or consultant within SRUC is under an obligation relating to confidential information:

(a) to ensure and maintain the confidentiality of that information;

developing and protecting the IP and making arrangement for its exploitation; (ii) any and all amounts payable by the SRUC to external organisations under funding or other agreements which facilitated the creation of the IP; and (iii) any and all taxes, charges and levies payable by the SRUC on such Gross revenue.

Net Revenue payments to inventors or creators will be made through payroll and will be subject to applicable Taxes and National Insurance contributions.

**Indicative and negotiable above this level.

12 OTHER AGREEMENTS

12.1