

**THE INSTITUTE OF TECHNOLOGY, SLIGO**



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## 1. INTRODUCTION

Intellectual Property (“IP”) is an area of very substantial importance in the academic environment of Institute of Technology Sligo. The purpose of defining an IP policy is to encourage the generation of IP by Staff<sup>1</sup>, Students<sup>2</sup>, and Other Relevant Parties<sup>3</sup> (together referred to as “Personnel”) This IT Sligo IP Policy (“IP Policy”) is intended to provide support and guidance regarding commercial exploitation, ownership and income from IP and the use of IT Sligo facilities and resources to ensure that the development of IP is mutually beneficial for Personnel and IT Sligo.

The Institute recognises and encourages the principle that IP developed at IT Sligo (“IT Sligo IP”) should be used for the greatest public benefit. Commercialisation is often the most efficient means of promoting the widest possible dissemination and use of IT Sligo IP. In such circumstances, it is appropriate and desirable for both IT Sligo and the originator of the IP to benefit from the commercial exploitation of IP produced at IT Sligo.

In particular, this document sets out the principles and rules that govern the creation, ownership and commercialisation of IP developed by Personnel participating in programmes carried out using IT Sligo facilities, know-how, confidential information and/or IT Sligo IP (together, “IT Sligo Assets”).

IT Sligo has a strong interest in promoting the generation of IP in the context of the Government’s drive to create a knowledge based economy, to increase the number of patents coming out of third level institutions and to transfer that technology into viable commercial entities.

For the avoidance of doubt, this IP Policy (and any subsequent amendments made to this IP Policy) is the agreed protocol or IP Policy referenced in:

- (a) the Staff contract of employment;
- (b) the Staff fixed purpose contract;
- (c) any document engaging an Other Relevant Party;
- (d) the Student Handbook; and
- (e) any Acceptance Form or Intellectual Property Assignment Agreement signed by Staff and/or Students and/or Other Relevant Parties.

This IP Policy also forms part of the regulations of IT Sligo which govern the conduct of Students and Staff.

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<sup>1</sup> In this IP Policy, the term “Staff” refers at all times to IT Sligo part time and whole time staffing having casual, indefinite duration, permanent, pro rata or temporary contracts (including, without limitation IT Sligo post-doctoral researchers) and persons employed by IT Sligo on fixed purpose academic contracts.

<sup>2</sup> In this IP Policy, the term “Students” refers at all times to IT Sligo’s registered undergraduate students and IT Sligo’s registered postgraduate students.

<sup>3</sup> In this IP Policy, the term “Other Relevant Parties” refers to individuals other than Staff and Students who are engaged in research at IT Sligo and agree to be bound by the provisions of this IP Policy.

## 2. DEFINITION

IT Sligo defines IP as the tangible or intangible results of research and development (a full definition is contained at Annex I). Such IP may be created by academic, research and other Staff, by Students and by Other Relevant Parties such as contractors and consultants.

*IP allows creativity and innovation to be captured and owned in the same way that physical property can be owned. IP includes individually and collectively all technical innovations, inventions, improvements, and/or discoveries, information and software, whether or not patentable or otherwise susceptible to IP protection, including technology and materials in their tangible form and includes IP generated from IT Sligo Assets.*

See the full definition of Intellectual Property in Annex I.

## 3. AIMS OF THE POLICY

The objective of this IP Policy is to provide a consistent framework within which IT Sligo IP is developed and managed for the benefit of IT Sligo, the originator and the public good.

The specific aims of the IP Policy are as follows:

- To create an environment that encourages the generation of new knowledge by IT Sligo departments and Personnel.
- To encourage the recognition and identification of IP within IT Sligo and promote an entrepreneurial culture among Personnel that fosters the development of potentially commercial IP arising from their research at IT Sligo.
- To provide an efficient process by which the commercial potential of IP can be assessed by IT Sligo and its advisors and to ensure that the process of IP evaluation, protection and commercialisation are carried out in a timely manner.
- To motivate the development and exploitation of IP by providing appropriate rewards to both originators and IT Sligo, and to provide administrative assistance to originators.
- To provide support and supervision for the creation of economic structures through which IT Sligo IP is developed and used commercially.
- To maximise the earnings potential from commercialisation and to utilise financial and other returns to advance and encourage research in IT Sligo.
- To encourage strategies of commercialisation and technology transfer that provide the greatest benefit to the Irish economy.
- To encourage public use and commercialisation of IT Sligo IP by facilitating its transfer from IT Sligo to industry and business.
- To continue to recognise the traditional IT Sligo practices with respect to education, publication and scholarly works.
- To ensure that the financial return from the development of IT Sligo IP does not distort decisions and operations of IT Sligo in a manner contrary to the mission of IT Sligo.
- To give due regard to the non-financial benefits (e.g. non-cash consideration, benefit of strategic relationships between IT Sligo and third parties, access to IP and confidential information) that will accrue to IT Sligo and to the originators of IP in pursuing the goals of this IP Policy.



- To develop and continually improve a long-term strategy that enables the development of IP, related commercialisation and technology transfer, together with maintenance of high standards of education.
- To foster the general awareness of Personnel of this Policy through dissemination and information campaigns, and to provide specific training to research active Personnel.

#### **4. INTELLECTUAL PROPERTY COMMITTEE**

A Committee shall be set up in IT Sligo after the adoption of this IP Policy and shall consist of the following members (the "IP Committee"):

- President (ex officio).
- Head of School/Head of Department/or nominee (from the school to which the proposal is relevant).
- Secretary / Financial Controller (or nominee).
- Vice President, Research, Innovation & Engagement (Chair).
- Head of Innovation.
- Innovation Centre Manager.
- Head of Research.
- Expert in area of technology (appointed in consultation with inventor), as required.
- Other professional advisors as required.

The IP Committee members will be required to sign a confidentiality agreement regarding proposals submitted and regarding the IP produced at IT Sligo and presented to the IP Committee. This will ensure that new ideas are protected. IT Sligo reserves the right to alter the composition of the IP Committee.

The relevant IT Sligo Project Manager/IT Sligo Academic Supervisor may be required to put forward a proposal to the IP Committee regarding the IP on a project and may be requested to attend a Committee meeting, where appropriate.

Members of the IP Committee will be required to declare their interest in a proposal if such exists and to absent themselves from any discussion pertaining thereto.

The Vice President, Research, Innovation & Engagement's Office (through the Head of Innovation) is in charge of each of the activities set out in this IP Policy including (without limitation) putting the decisions of the IP Committee into effect.

The importance of appropriate outside professional assistance is acknowledged. The IP Committee and the Vice President, Research, Innovation & Engagement's Office will avail of these resources when appropriate.

#### **5. ROLE OF THE IP COMMITTEE**

- Processing of IP applications.
- Determining the commercial value of IP and/or inventions.
- Determining IP agreements with industry regarding collaborative research projects.
- Facilitating a fair and equitable return to those involved in commercialisation of their research/work.
- Nominating negotiators with third parties and ensuring a reasonable financial return to the Personnel involved (where appropriate) and to IT Sligo.

## 6. GENERAL PROVISIONS OF IT SLIGO IP POLICY

6.1 As a general rule (further details of which are set out in paragraph 6.3, and subject to the exceptions set out in this IP Policy), any IP rights in or to any material/works created by Personnel in the course of their employment or education by IT Sligo or in relation to work carried out for IT Sligo is the property of and vests solely and absolutely in IT Sligo or such companies or organisations as IT Sligo may nominate for such purposes. Such material/works include, but are not limited to any:

- patents,
- design rights,
- trademark rights,
- brand rights,
- database rights,
- know how,
- trade secrets,
- confidential information rights in design,
- semiconductor topography rights,
- or other intellectual property rights or other property rights, (whether vested, contingent or future anywhere in the world).

This applies to any IP in materials which are developed by Personnel which they cause to come into existence:

- during the working or teaching hours of IT Sligo; or
- when using IT Sligo's equipment, supplies, facilities or IT Sligo Assets; or
- using IT Sligo's confidential information, trade secrets, know how or any IT Sligo IP; or
- in relation to any work performed for IT Sligo (including pursuant to any third party funded research programmes).

6.2 At IT Sligo's reasonable cost, Personnel also agree at any later time to execute any documentation or otherwise provide assistance to IT Sligo to secure, protect, perfect or enforce any of IT Sligo's rights, title and interests in and to IT Sligo IP.

6.3 This IP Policy is applicable to IP that is owned by IT Sligo, including (without limitation) for any of the reasons outlined below:

- It is developed by Personnel in the course of their normal or specifically assigned duties either when IP could be reasonably be expected to result from the carrying out of those duties and/or, at the time the IP was developed, there was a special obligation on the relevant Personnel to further the interest of IT Sligo.
- The IP arises out of funded or non-funded research where such research has, in the opinion of IT Sligo, made use of the equipment, facilities, IT Sligo Assets and/or other resources of IT Sligo (except where ownership of such IP was provided for in a prior agreement between IT Sligo and third parties).

- If it is a condition of the appointment of a Student to perform research that IT Sligo should have ownership of the IP arising from the research performed by such Student.
- If it is a condition of the appointment of an Other Relevant Party to perform research that IT Sligo should have ownership of the IP arising from the research performed by such Other Relevant Party.

6.4 IP arising from research or other work sponsored by an external organisation (e.g. Enterprise Ireland) shall be subject to the IP provisions that are stipulated in the related agreement between IT Sligo and the external organisation (“External Agreement”). Where an External Agreement requires all new IP rights to be assigned to a private company, the entry level (or “background”) IT Sligo IP should be defined so that it is not inadvertently assigned to the private company as part of the new IP (also described as “foreground IP” or “results”) but is retained as IT Sligo IP. All External Agreements should be reviewed by a legal person representing IT Sligo.

For the avoidance of doubt, where IP is generated from research that is 100% funded by monies provided directly by the State, or by any not-for-profit financial instrument which has been established by an organisation or individual, and awarded through a public service organisation charged with the granting and dissemination of research funds, this IP will be exclusively and absolutely owned by IT Sligo.

- 6.5 The IP Policy also extends to Other Relevant Parties such as non-employees who participate in research projects at the Institute including visiting academics, industrial personnel etc. unless a specific waiver has been approved. Other Relevant Parties at IT Sligo who have a prior existing and conflicting intellectual property agreement or arrangement with another employer or third party must enter into an agreement with IT Sligo (and their employer or relevant third party) (see Annex III) to abide by the conditions of this IP Policy in the course of their activities in IT Sligo.
- 6.6 In order to enable the achievement of the aims and goals of this IP Policy, the Vice President, Research, Innovation & Engagement’s Office will, through dissemination of information and the holding of general information sessions for Personnel, foster the general awareness of Personnel of this Policy. In addition, the Vice President, Research, Innovation & Engagement’s Office intends to provide specific training on this IP Policy and its day to day application and relevance to research active Personnel.



## 7. CONSULTANCY

Staff are permitted to engage in consultancy projects for third parties subject to compliance with applicable IT Sligo policies in force from time to time and subject to approval by the President of IT Sligo. Any such approved consultancies must be disclosed to the IP Committee.

## 8. INTELLECTUAL PROPERTY ASSIGNMENTS AND PATENT ASSIGNMENTS

For the avoidance of doubt, the provisions of this paragraph 8 apply to all the departments, centres, institutes, schools and Personnel conducting research or other intellectual activity using IT Sligo Assets and IT Sligo's supplies, facilities, confidential information, trade secrets or existing IT Sligo IP.

As a condition of:

- (a) employment or engagement by IT Sligo as Staff;
- (b) admission by IT Sligo as a Student; or
- (c) engagement by IT Sligo as a Other Relevant Party;

each Student, Staff member and Other Relevant Party (as the case may be) shall comply with this IP Policy and shall agree to assign to IT Sligo (or a person or company nominated by IT Sligo or an agency which provided the funding for the relevant research) any and all IP in and to inventions discovered and produced or otherwise developed while the person was Personnel as the case may be.

When required by the specific circumstances of a project, and on the request of the IP Committee, a member of Personnel will agree:

- (a) to sign an Intellectual Property Assignment Agreement (see Annex II); and
- (b) to execute such documents of assignment or other documentation required to assign or transfer IP and any moral rights to ensure, protect, perfect and enforce IT Sligo's rights, title and interest in IT Sligo IP;
- (c) to do anything that may reasonably be required to assist any assignee of any patent application or other IP to obtain, protect and maintain its rights, title and interest; and
- (d) shall use all reasonable endeavours to do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as may be reasonably required from time to time for the purpose of giving each party hereto the full benefit of the provisions of this IP Policy.



## **9. RESEARCH FINANCED BY THIRD PARTIES**

Any research which is partly or wholly financed by any third party agency shall be subject to the specific provisions of the grant or contract covering that research. In the event of any inconsistency between this IP Policy and the terms of any such grant or contract then the provisions of the said grant or contract shall prevail provided that the IP clauses in such grant or contract have been reviewed by the Vice President, Research, Innovation & Engagement's Office (who will seek external advice if necessary) and, in the case of a contract, such contract has been properly executed by IT Sligo.

## **10. ADMINISTRATION OF THE IP POLICY**

At IT Sligo, the office responsible for supporting the development and commercialisation of IT Sligo IP is the Vice President, Research, Innovation & Engagement's Office (through the Head of Innovation). All IT Sligo IP created by Personnel must be disclosed in accordance with the procedures laid down in this IP Policy.

## **11. DISCLOSURE**

It is a condition of:

- (a) employment or engagement by IT Sligo as Staff;
- (b) admission by IT Sligo as a Student; or
- (c) engagement by IT Sligo as an Other Relevant Party;

that the results of all research or projects should be fully, promptly and completely disclosed to IT Sligo.

In order to enable IT Sligo to ensure that it fulfils its obligations to organisations such as Science Foundation Ireland, Enterprise Ireland, companies and other third parties in both the public and private sectors, who are funding research at IT Sligo, all Personnel must disclose any IP arising from such research to IT Sligo through the Vice President, Research, Innovation & Engagement's Office as soon as possible after such IP is apparent. The IP should be kept confidential for a period of time until a timely evaluation of the case assessment (including, without limitation, patentability) has taken place. No publication should be made prior to disclosure. Confidentiality agreements and/or non-disclosure agreements should be used where appropriate.

## Procedures to be followed in respect of IP protection applications

1. Submission of Invention Declaration Form (see Annex IV):
  - Regarding any discovery or invention made that might be useful, patentable or otherwise protectable, the IP Policy requires that Personnel complete an Invention Declaration Form.
  - This form should be promptly submitted to the Head of Innovation in the Vice President, Research, Innovation & Engagement's Office.
  
2. Commercial Evaluation of IP:
  - Any IP reported in an Invention Declaration Form shall be submitted to the IP Committee for assessment under the guidelines of the IP Policy and for recommendations to IT Sligo regarding the patentability and/or potential commercialisation.
  - The IP Committee may recommend that other suitably qualified advisors or external consultants be engaged to advise on the assessment of the IP.
  - The criteria to assess the commercial value of the IP should include (without limitation):
    - Assessment that the IP does not cater for a once-off need and that it has a potential long-term benefit.
    - Technical and commercial feasibility.
    - Proof of concept (business plan, access to finance etc.).
    - Potential for sale or licensing of technology or consultancy.
    - Demonstrates a competitive advantage based on differentiated or innovative product or service.
    - Development stage of the subject matter.
    - Commercial focus and profit motive.
    - Study of comparable existing subject matter, licences and commercialisation practices.
    - Proximity to market.
    - Market valuations – in other words ‘what is the current market willing to pay?’
    - Barriers to entry into markets.
    - Estimated projected sales based on market research.
    - Third party assistance including for example input from industry and state agencies.
    - Estimated cost of patent process.
  - Whilst the criteria listed above are not exhaustive, it provides guidance to persons submitting an application as well as to those determining the commercial value. As it is a complex decision, the IP Committee may refer to other expertise (internal or external) where necessary, and further criteria may be applied.
  - A decision will be made by the IP Committee within a reasonable time (e.g. 60/90 days, but in any event no longer than one year from date of report) of receipt of the application, where practicable, and the originator of the IP will be notified in writing of the decision made.

- If the evaluation is rejected by the IP Committee, the IP Committee may decide in appropriate circumstances, to offer the opportunity to the originator of the IP to pursue exploitation independently if appropriate under agreed written terms. IT Sligo will have no rights if it subsequently proves successful, subject to any agreed terms.

3. Submission of a patent application or an application for other protection:

- IT Sligo shall have the right, but not the obligation, either directly or through an outside agent, to seek patent or other protection of the IP and to undertake efforts to introduce the invention into public use.
- Where a decision is made by the IP Committee to proceed with a patent application, the originator of the IP is required to cooperate in every reasonable way, to execute all necessary documents and to assist the IP Committee in completing the patent application form. The application should remain confidential until such time as the process is complete. Confidentiality agreements will be used where appropriate.
- Commercialisation activities should recognise specific terms and conditions in appropriate funding contracts including any External Agreements.
- The cost of the submission of the application shall be paid by IT Sligo. Any expenses incurred will be reimbursed to IT Sligo prior to the distribution of any royalty income (if any) from the IP.
- The originator of the IP and IT Sligo shall take all reasonable precautions to protect the integrity and confidentiality of the IP in question. The originator of the IP should be aware that publication prior to the filing of patent applications may prevent the granting of certain patents.
- IT Sligo may decide at any stage to withdraw from the process of exploiting an particular piece of IP. This may arise where:
  - Concern exists regarding the technical or commercial feasibility of a particular piece of IP,
  - costs of exploiting the IP are excessive, or
  - external sponsorship of the process is no longer available.
- The originator of the IP will be notified in writing of the intention of IT Sligo to withdraw from the process and the withdrawal will apply from immediate effect.
- The IP may, at IT Sligo's entire discretion, be assigned or licensed to the originator in appropriate circumstances, offering the opportunity to the originator of the IP to pursue exploitation independently.
- No patent application, assignment, licensing or other agreement may be entered into or will be considered valid with respect to IT Sligo IP except when properly and lawfully executed by IT Sligo.



## 12. COMMERCIALISATION

The Vice President, Research, Innovation & Engagement's Office (through the Head of Innovation) will assist, provide advice, or procure the provision of outside professional advice in relation to the various options for commercialisation and technology transfer that may be appropriate in order to best meet the aims of this IP Policy, including:

- Licensing the IP to a third party for a fixed sum or a royalty related to future sales.
- Assigning the IP to a third party for a fixed sum or a royalty related to future sales.
- Developing the commercial potential of the IP through a campus company.
- Developing the commercial potential of the IP through a joint venture with a third party.
- Any other arrangement that may be considered appropriate.

In providing this advice and assistance, the Vice President, Research, Innovation & Engagement's Office will give due consideration to the retention of the right to use and access know-how and research materials for the purpose of continuing and further research.

## 13. LICENSING AND DIVISION OF INCOME

### Technology Transfer Fund

IT Sligo will establish a research fund to be used to promote and enhance research and development activity and facilities within IT Sligo as determined by the Research and Development Committee ("R&D Committee") from time to time - the Technology Transfer Fund ("TT Fund"). The R&D Committee will give due cognisance to the research area/centre that secured the funding in deciding on its expenditure.

The TT Fund will be used to assess, protect and facilitate the commercialisation of IT Sligo IP through the pursuit of patent or other protection, the granting of licenses, the development of campus companies and/or otherwise to ensure maximum benefit to the Institute and the public good, as determined by the IP Committee in line with the IP Policy and approval of the R&D Committee.

### Division of Income – General Principles

The following points apply in relation to licensing and division of income from commercialising IT Sligo IP resulting from IT Sligo research:

- IT Sligo welcomes the development by industry, for public use and benefit, of inventions and other IP resulting from IT Sligo research. IT Sligo will maintain a flexible and open approach to bringing IT Sligo IP into commercial use. Each case will be considered individually and will involve an assessment of all the potential risks and potential rewards.



- The definition of “income” includes revenue derived from the relevant patents or any other IT Sligo IP in question, which are commercialised by IT Sligo, and also includes (without limitation) up-front licence fees, down payments, minimum annual payments, royalties on sales and is net of any expenses incurred by the IT Sligo in commercialising or protecting the relevant patents or other IT Sligo IP.
- All direct expenses incurred by IT Sligo in:
  - the patenting or other registration or protections of IT Sligo IP; and
  - the commercialisation of an invention or any other IT Sligo IP;

including (without limitation) administrative, licensing, legal, and any other expenses and costs and any subsequent investigation, development and promotion, will be deducted from the initial royalty income or lump sum. No royalty income will be made available for distribution until such expenses have been recovered.

- If more than one inventor or department is involved, unless formally agreed amongst themselves, with due regard to the value and substance of their respective contributions, the Inventor’s share set out above shall be divided equally among them.
- The division of royalty income will be carried out within 2 months of the receipt of such income by IT Sligo.
- The originator of the IP’s share shall continue to be paid even though he/she may have left IT Sligo.
- For the avoidance of doubt, Personnel (whether originators of IP or otherwise) that are not Staff or Students but are Other Relevant Party shall not be entitled to royalty income arising from IT Sligo IP to which they have contributed unless this is stated in their contract of engagement or IT Sligo agrees otherwise in writing.

### Division of Income From Patents

Subject to the General Principles set out above, income derived from inventions or other IP which are patented and commercialised by IT Sligo in accordance with the provisions of this IP Policy will (subject to any ministerial/government department consents which may be required from time to time) be distributed between the originator(s), the originator(s)’ Department(s) and the IT Sligo Research and TT Fund. While it is recognised that each project may have to be negotiated on its own merits, the following scale will apply (subject to final determination by the IP Committee):

Level of patent income	Inventor(s)	IT Sligo TT Fund	Inventor’s Department
First €20,000 of patent royalties	50%	25%	25%
Over €20,000 of patent royalties	35%	35%	30%

## Division of Income From Intellectual Property Other Than Patents

Subject to the General Principles set out above, division of income derived from commercialising IT Sligo IP which is not patented may occur from time to time and must be approved by the Financial Controller of IT Sligo on a case by case basis. It is intended that the division of income will where possible be agreed in advance of commencing a research project. However, it is acknowledged that it is more difficult to calculate the level of income that is derived from IP that is not patented than from patents due to issues such as the following:

- Non-patented IP is often used in bundles where a number of kinds of IP are involved e.g. trade secrets, confidential information and know-how with each kind of IP belonging to a separate originator.
- Where non-patented IP is supplied in bundles, it can be difficult to attribute specific value to each of the parts of the bundle.
- Third party IP may form part of the bundle in question.
- IT Sligo non-patented IP may include or be based on third party IP and it may be difficult to separate out the value of each.

The ranges of income that might be approved by the IP Committee are set out below in the Guide Table, however the final division of income will be approved by that Committee (and in certain circumstances, may require the approval of the Minister of Education and Science). IT Sligo reserves the right to offer a lump sum payment in lieu of an ongoing royalty payment.

Level of income derived from non-patented IP	Inventor(s)	IT Sligo & TT Fund	Inventor's Department
First €20,000 of income	10 - 50%	25 - 45%	25 - 45%
Over €20,000 of income	10 - 35%	30 - 50%	30 - 50%

## 14. INTELLECTUAL PROPERTY CREATED OUTSIDE IT SLIGO EMPLOYMENT

The IT Sligo will have no interest in any inventions or other IP created by Personnel entirely on their own time without the use of any IT Sligo Assets. The onus shall be on Personnel asserting their rights under this paragraph 14 to prove to the satisfaction of the IT Sligo that the relevant invention or IP was in fact created by them on their own time without the use of any IT Sligo Assets. Personnel must not infringe the Intellectual Property Rights of any third parties.

## **15. PUBLICATION OF RESEARCH RESULTS**

It is IT Sligo Policy to encourage staff and students to place the results of their research in the public domain either through publication in learned journals or presentation at conferences. This is a vital factor for academic recognition. It is mandatory that such disclosure is not in violation of the terms of any agreement that has been entered into by IT Sligo with a sponsor or other third party.

It must be recognised that premature publication or disclosure except on a confidential basis may make it impossible to obtain valid patent protection. Where possible the delay in publication to enable a patent application to be filed should be for a period of 90 days from the date when this IP is ready for publication. The placing of a thesis in the IT Sligo library without ensuring that accessibility is restricted constitutes publication.

## **16. ARBITRATION**

Any dispute between IT Sligo and the originator of IP will be forwarded to an independent arbitrator to be agreed by the parties. Failing agreement, the arbitrator will be appointed by the President for the time being of the Law Society of Ireland. Expenses incurred in arbitration shall be deducted from royalty income before distribution.

## **17. CONFLICT OF INTEREST RELATING SPECIFICALLY TO EXTERNAL OR CONSULTANCY AGREEMENTS**

IT Sligo encourages full disclosure of potential areas of conflict and open discussion at an early stage. IT Sligo will endeavour to help alert Staff and Other Relevant Party to recognise where conflicts may occur and to manage and resolve these conflicts.

## **18. ORGANISATIONS AND COMPANIES COLLABORATING WITH IT SLIGO ON RESEARCH PROJECTS**

As a public organisation, IT Sligo has an obligation to ensure the maximum public benefit from the exploitation of IP created from both publicly funded research and collaborative co-funded research. This is usually best maximised when IP is commercially exploited.

The IT Sligo IP Committee will conduct a commercial evaluation on the IP created/to be created in a research project and will seek information from the collaborating organisation on how it intends to commercialise the IP, and also determine the IP ownership rights they require from the project. The evaluation to determine the commercial value and IP ownership rights will include an examination of the criteria listed in paragraph 11 of this policy. All such information requested and provided will be treated in strict confidence.

Upon above assessment, the IP Committee will decide on the IP ownership rights IT Sligo require and will agree the sale/assignment, licensing (exclusive or non-exclusive), or joint venture agreements or otherwise with the collaborating company to ensure maximum commercial benefits. A legal agreement will be executed between the parties, setting out the rights, entitlements and obligations of each party prior to the commencement of work on the project.

## **19. MONITORING AND EVALUATION OF POLICY**

This IP Policy will be monitored by the Vice President, Research, Innovation & Engagement's Office on an on-going basis. The IP Policy and related research, commercialisation and technology transfer will be monitored and evaluated on an annual basis and may be amended by IT Sligo from time to time. All amendments to this IP Policy shall be posted on the IT Sligo Intranet and such amendments shall be fully valid and effective from the date of posting.