INTELLECTUAL PROPERTY POLICY

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Title	Status	Relevance to this Document
CIT IP Policy Summary	Final	Summary of this document (2 pages)

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5. Approvals

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CONTENTS

1. INTRODUCTION 4

2. SCOPE 4

3. WHAT IS INTELLECTUAL PROPERTY? 4

4. AIMS OF CIT & THIS POLICY 5

5. INDUSTRY LIAISON OFFICE & INTELLECTUAL PROPERTY COMMITTEE 6

6. GENERAL PROVISIONS 7

6.1 OWNERSHIP OF IP 7
6.2 SPONSORED IP 8
6.3 IP CREATED BY RELEVANT THIRD PARTIES 8

7. IP AGREEMENTS AND ASSIGNMENTS 8

8. LABORATORY NOTEBOOKS 9

9. DISCLOSURES, CONFIDENTIALITY & EVALUATION OF IP 9

9.1 IP DISCLOSURE PROCEDURES 9
9.2 EVALUATION OF IP 10
9.3 SUBMISSION OF A PATENT OR OTHER IP APPLICATION 11

10. COMMERCIALISATION 12

11. LICENSING AND DIVISION OF INCOME 13

11.1 GENERAL PRINCIPLES 13
11.2 INCOME FROM PATENTS 14
11.3 INCOME FROM IP OTHER THAN PATENTS 14

12. IP CREATED OUTSIDE CIT EMPLOYMENT 15

13. ACADEMIC PUBLICATIONS 15

14. CONFLICTS OF INTEREST [TO BE DISCUSSED FURTHER] 16

15. ADMINISTRATION, MONITORING AND TRAINING 16

APPENDIX 1 - DEFINITIONS 17

APPENDIX 2 - CIT INVENTION PROTECTION PROCESS 20

APPENDIX 3 – LABORATORY NOTEBOOKS GUIDELINES 22

APPENDIX 4 - CIT INVENTION DISCLOSURE FORM (IDF) 26

1. INTRODUCTION

Intellectual Property (**"IP"**) is an area of substantial importance to Cork Institute of Technology (**"CIT"**). CIT is dedicated to encouraging entrepreneurial endeavour and the creation of IP.

CIT recognises the principle that IP developed at CIT should be used for the greatest public benefit and that commercialisation is often the most efficient means of promoting the widest possible dissemination and use of IP.

CIT is committed to promoting the generation of IP in the context of the Government's drive to create a "smart", knowledge based economy and to increase the level of IP being created by third level institutions and to transfer that technology into viable commercial entities.

This Policy regulates the protection, management and commercialisation of IP at CIT and provides guidance on IP related matters.

2. SCOPE

This Policy applies to:

a) All full-time and part-time post-graduate students enrolled at CIT (**"Students"**);
b) All full-time and part-time employees of CIT regardless of whether they are on contracts of a permanent, pro-rata, casual, fixed-term or indefinite nature, and post doctoral or other researchers (**"Staff"**); and
c) All individuals other than Students and Staff who engage in research or other IP related activities at CIT including visiting students, visiting researchers, other visitors, consultants, and independent contractors (**"Relevant Third Parties"**)

The categories of persons listed above are referred to collectively in this Policy as **"Personnel"**.

This Policy forms part of both Staff and Student regulations of CIT.

3. WHAT IS INTELLECTUAL PROPERTY?

IP is property that derives from original creative thought. It can subsist in a variety of tangible and intangible forms such as poetry, music, art and technological or scientific inventions. The most commonly known types of IP include:

- Copyright;
- Patents;
- Trademarks; and
- Design Rights;

A detailed definition of IP and further guidance in relation to the different types of IP are contained in APPENDIX 1 **-** ***DEFINITIONS*** to this Policy.

General guidance in relation to matters of interpretation under this Policy and definitions of other important terms such as **"CIT Resources"**, **"Know-how"** and **"Confidential Information"** are also included in Appendix 1.

4. AIMS OF CIT & THIS POLICY

The specific aims of CIT in relation to IP are as follows:

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

The objective of this Policy is to provide a consistent framework within which CIT can seek to achieve these aims.

This Policy has been drafted to take account of relevant legislation, the Funding Agency Requirements and Guidelines for Managing Research Generated Intellectual Property (February 2006), the National Code of Practice for Managing and Commercialising Intellectual Property Arising from Public-Private Collaborative Research (November 2005), and the National Code of Practice for Managing Intellectual Property Arising from Publicly Funded Research (April 2004).

5. INDUSTRY LIAISON OFFICE & INTELLECTUAL PROPERTY COMMITTEE

The Industry Liaison Office (**"ILO"**) is the unit within CIT responsible for managing and overseeing IP related matters. The roles of the ILO include:

- Processing IP applications submitted using an Invention Disclosure Form (See Section 9 for further details in this regard);
- Assessing the technical and commercial viability of IP and/or inventions;
- Drafting and negotiating IP agreements (such as non disclosure agreements, material transfer agreements, research contracts, collaboration agreements, etc) with industry and/or other research organisations regarding contract and collaborative research projects;
- Advising on disclosures and publications;
- Commercialising IP.

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

- The Vice President for Development (Chair);
- Industrial Liaison Manager (Secretary);
- Head of Department relevant to the IP;
- Secretary / Financial Controller or his/her nominee;
- If required, an expert in the particular field relevant to the IP who will be appointed in consultation with the Originator(s); and
- Other professional advisors as required.

The main roles of the IP Committee are to assess reports of the ILO in relation to applications submitted using an Invention Disclosure Form and to approve CIT support for particular projects to develop and/or commercialise IP. It is also concerned with:

- Facilitating a fair and equitable return to those involved in commercialisation of their research/work through royalty and equity share agreements; and
- Nominating negotiators (if required) to negotiate with third parties and ensuring, in so far as practicable, a reasonable financial return to the Originator(s) involved (where appropriate) and to CIT.

The IP Committee is convened by the ILO. Members of the IP Committee will be required to sign a confidentiality agreement to protect the information that may be disclosed to them due to their position on the IP Committee. The ILO may alter the

composition of the IP Committee prior to convening it or any time thereafter if it deems this necessary.

Personnel have the right to, and may be requested to, attend the IDF review at an IP Committee meeting.

Members of the IP Committee will be required to declare any interest they may have in a proposal which they are asked to consider and to absent themselves from any discussion pertaining thereto. Where such an interest exists, the ILO may remove that person from the IP Committee and replace him/her.

The ILO is responsible for putting the decisions of the IP Committee into effect.

The importance of appropriate outside professional assistance is acknowledged. The IP Committee and the ILO will avail of these resources when appropriate.

6. GENERAL PROVISIONS

6.1 OWNERSHIP OF IP

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

- It is created by Staff in the course of their employment with CIT. This is a condition of Staff's employment with CIT. The Copyright & Related Rights Act 2000 (as amended) also provides that when a copyright is created by an employee in the course of employment, the employer is the first owner of any copyright in the work unless specifically agreed to the contrary.

- It is developed by Personnel in the course of their normal or specifically assigned duties to CIT 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 CIT.

- The IP arises out of funded or non-funded research where such research has, in the opinion of CIT, made use of CIT Resources, Know-how or Confidential Information (except where ownership of such IP is otherwise provided for in a prior agreement between CIT and third parties).

- It is a condition of the engagement of a Student to perform research that CIT shall own any IP arising from the research performed by such Student.

- It is a condition of the appointment of a Relevant Third Party to perform research, that CIT shall own any IP arising from the research performed by such Relevant Third Party. In such cases, CIT will seek to ensure that the ownership of IP is addressed in an appropriate agreement prior to the commencement of the research project.

6.2 SPONSORED IP

Ownership of IP arising from research which is partly or wholly financed by any external agency shall be subject to the provisions of any agreement related to the grant or the contract covering that research between CIT and the external organisation (**"External Research Agreement"**).

Where an External Research Agreement requires IP to be assigned to a private company, entry level or "background" IP belonging to CIT shall be defined so that ownership of it is retained by CIT and not inadvertently assigned to the private company as part any new IP that is created, also known as "foreground" IP. In the event of any inconsistency between this Policy and the terms of an External Research Agreement the provisions of the latter shall prevail provided that it has been reviewed by the ILO (who will seek external advice if necessary) and it has been properly executed by CIT.

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 organisation or individual, and awarded through a public service organisation charged with the granting and dissemination of research funds, the IP will be exclusively and absolutely owned by CIT.

CIT will endeavour to follow any national guidelines, rules and procedures, relevant to external funding for IP including the following;

- National Code of Practice for Managing and Commercialising Intellectual Property from Public-Private Collaborative Research (2005); and the
- National Code of Practice for Managing Intellectual Property from Publicly Funded Research (2004).

6.3 IP CREATED BY RELEVANT THIRD PARTIES

This Policy also extends to Relevant Third Parties. Such parties may be required to enter into an appropriate agreement with CIT to regulate their relationship with CIT.

7. IP AGREEMENTS AND ASSIGNMENTS

When required by the specific circumstances of a project, Personnel will be required to:

(a) Enter into appropriate IP agreements and/or assignments with CIT and/or other parties that CIT may determine;

(b) Execute all IP agreements, assignments or other documentation required by CIT including agreements to assign or transfer IP and to protect CIT's rights, title and interests;

(c) 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 interests; and

(d) 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 by CIT from time to time.[1]

8. LABORATORY NOTEBOOKS

The use of laboratory (lab) notebooks is mandatory for all personnel engaged in research. Their use will ensure that CIT is sufficiently protecting its inventions, research, and products, so that discussions or allegations during disputes or litigation are based on documented fact.

This includes such things as the date of an invention, a description of the invention or research, the dates or research techniques that were used, and the like. In order to do this, the lab notebook, in whatever format, must be an honest representation of the research work done by CIT, and must be acceptable to a court, the European Patent Office, the U.S. Patent and Trademark Office, and other offices whose charge is regulating statutory protection of IP.

Appendix 3 describes the guidelines that should be followed when using lab notebooks.

9. DISCLOSURES, CONFIDENTIALITY & EVALUATION OF IP

In order to enable CIT to ensure that it fulfils its obligations to organisations such as Science Foundation Ireland, Enterprise Ireland, Forfas, Health Research Board, Higher Education Authority, FIRM, Industrial Development Agency, companies and other third parties in both the public and private sectors, who are funding research at CIT, all Personnel must disclose any IP arising from research or projects to CIT through the ILO as soon as possible after such IP becomes apparent. Further details in relation to the disclosure procedures is contained in Section 69.169.1.

The IP should be kept confidential for a period of time until a timely evaluation of the case (including, without limitation, patentability) has taken place. No written, oral or other public statement relating to IP (**"Publication"**) should be made prior to disclosure to CIT. Confidentiality agreements and/or non-disclosure agreements will be used where appropriate.

9.1 IP DISCLOSURE PROCEDURES

IP should be disclosed using CIT's Invention Disclosure Form (**"IDF"**) as follows:

- Personnel should complete an IDF in relation to any discovery or invention made that might be useful, patentable or otherwise protectable;
- This IDF, a copy of which is attached at Appendix 4 to this Policy, should be submitted to the ILO within 1 month of making a new discovery.

[1] Note: Input by Originator(s) in relation to patent management obligations will continue for the life-time of the patent. This is a legal expression used to describe patenting obligations.

- Any reason for urgency in evaluating the proposal should be made clear to the ILO.

9.2 EVALUATION OF IP

- An IDF will be assessed by the ILO regarding patentability, protection and/or potential commercialisation.

- The ILO may then convene the IP Committee to review the ILO's assessment and recommendations.

- The Originator(s) of the IP can be present at the IDF review of the IP Committee.

- The IP Committee may recommend that other suitably qualified advisors or external consultants be engaged to advise on further assessment and evaluation of the IP. CIT will ensure that all external consultants are required to keep all information disclosed to them confidential.

- The criteria used to assess the commercial value of the IP will include (without limitation):

    - Declaration of ownership status of the technology and IP.
    - Disclosures and Publications (made and planned).
    - Assessment of whether the IP does not just cater for a once-off need but has a potential long-term benefit.
    - Technical feasibility.
    - Commercial feasibility.
    - Proof of concept (business plan, access to finance, etc.).
    - Potential for sale or licensing of technology or consultancy.
    - Whether the IP 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 – "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 by stage.
- Funder of research to date.
- Future funding planned and secured?

- 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 of the subject matter detailed in an IDF. As it is a complex decision, the ILO and/or IP Committee may refer to a case for further consideration to other experts (internal or external), where necessary, and further criteria may be applied.

- A decision as to whether to commercialise any IP will be made by the IP Committee within a reasonable time (usually 30 days) of receipt of the application and the Originator(s) of the IP will be notified in writing or email of the decision made. If deemed necessary by the Originator(s) and the ILO, the IP Committee will meet and decide at an earlier date.

- If the IDF evaluation is rejected by the IP Committee, the IP Committee will offer the opportunity to the Originator(s) to pursue exploitation independently, if appropriate, under agreed written terms.

9.3 SUBMISSION OF A PATENT OR OTHER IP APPLICATION

- CIT shall have the right, but not the obligation, either directly or through an outside agent, to seek patent or other protection of IP and to undertake efforts to introduce the invention/IP into public use.

- Where a decision is made by the IP Committee to proceed with a patent application, the Originator(s) is required to cooperate in every reasonable way, to execute all necessary documents and to assist the ILO 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 Research Agreements.

- The cost of the submission of the application shall be paid by CIT. Any expenses incurred will be reimbursed to CIT prior to the distribution of any royalty income (if any) from the IP.

- The Originator(s) and CIT shall take all reasonable precautions to protect the integrity and confidentiality of the IP in question. The Originator(s)

should be aware that Publication prior to the filing of patent or other applications may prevent the granting of certain patents/protections.

- CIT may decide at any stage to withdraw from the process of exploiting a particular piece of IP. This may arise where:

    - Concern exists regarding the technical or commercial feasibility of a particular piece of IP;
    - Unauthorised Publications have been made in relation to the IP;
    - The costs of exploiting the IP are excessive; or
    - External sponsorship of the process is no longer available.

- The Originator(s) will be notified in writing of the intention of CIT to withdraw from the process and the withdrawal will apply with immediate effect.

- In normal circumstances, if legally and commercially appropriate, the IP will be offered to the Originator(s), to be assigned or licensed to the Originator(s), if the Originator(s) so requires. This offers the opportunity to the Originator(s) to pursue exploitation independently. The transfer of ownership costs, including the legal costs, associated with the assignment/license from CIT to the Originator(s) will be borne by the Originator(s).

- No patent application, assignment, licensing or other agreement may be entered into or will be considered valid with respect to CIT IP except when properly and lawfully executed by CIT.

Please see the diagram contained in Appendix 2 to this Policy which gives a high level overview of how an invention is managed by the ILO.

10. COMMERCIALISATION

The ILO 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 CIT including:

- Licensing the IP to a third party for a fixed sum and/or a royalty related to future sales;

- Assigning the IP to a third party for a fixed sum and/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; and

- Any other arrangements that may be considered appropriate.

The ILO, with input from the Originator(s), will make the decision on which commercialisation route to take. Where the IP is jointly owned with other organisations the ILO will work with the other organisations, with input from the Originator(s), to decide the appropriate route.

In making this commercialisation decision, the ILO will give due consideration to the need to retain the right to use and access Know-how and research materials for the purpose of continuing and/or further research and/or other academic purposes.

11. LICENSING AND DIVISION OF INCOME

11.1 GENERAL PRINCIPLES

The following points should be noted in relation to the licensing and division of income derived from the commercialisation of IP developed at CIT:

- The term of **"income"** includes revenue derived from IP commercialised by CIT, 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 CIT in commercialising or protecting the IP and repayments to Enterprise Ireland for any Patent Fund grant(s) received.
  Enterprise Ireland will receive 50% of all income received up to a maximum value of the Patent Fund grant(s) received.

- All direct expenses incurred by CIT in:

  - the patenting or other registration or protections of IP; and
  - the commercialisation of an invention or any other IP;

  including (without limitation) administrative, marketing, market research, licensing, legal, and any other expenses and costs and any subsequent investigation, development and promotion, will be deducted from any 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 Originator(s) is involved, any royalty income shall be divided equally among them unless specifically agreed in writing to the contrary.

- CIT will seek to ensure that the division of royalty income will be carried out within 2 months of the receipt of such income by CIT or as soon as possible thereafter.

- The Originator(s) share shall continue to be paid even though he/she may have left CIT.

- For the avoidance of doubt, a Relevant Third Party shall not be entitled to royalty income arising from IP to which they have contributed unless this is stated in their contract of engagement or unless CIT agrees otherwise in writing.

11.2 INCOME FROM PATENTS

Subject to Section 11.1 above, income derived from inventions or other IP which are patented and commercialised by CIT will be distributed between the Originator(s), the Originator(s) Department(s) and the CIT TT Fund.

The following scales will apply for CIT IP:

Level of patent income	Originator(s)	CIT TT Fund	Inventor's Department / Centre
Under €100,000 of patent income	70%	15%	15%
€100,000 to €300,000 of patent income	50%	25%	25%
Over €300,000 of patent income	40%	30%	30%

Scales for IP created by non CIT Personnel and commercialised by CIT will be negotiated, by the ILO and the Originator(s), on a case-by-case basis.

11.3 INCOME FROM IP OTHER THAN PATENTS

Division of income derived from commercialising IP which is not patented may occur from time to time and must be approved by the IP Committee on a case by case basis. Such division of income may, 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, with each kind of IP belonging to a separate Originator(s).
- 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.
- Non-patented IP may include or be based on third party IP and it may be difficult to separate out the value of each.

For the avoidance of doubt, CIT makes no claim to academic book royalties or any income arising from authoring any academic articles or publications by Personnel.

The division of income derived from non-patented IP is subject to the general provisions of Section 11.1 above and CIT shall be entitled to receive a reimbursement of any costs that it incurs in relation to the creation of non-patented IP by Personnel.

The ranges of income that might be approved by the IP Committee are set out below in the scale below, however the final division of income will be that as approved by the IP Committee. CIT reserves the right to offer a lump sum payment in lieu of an ongoing royalty payment.

Level of income derived from non-patented IP	Originator(s)	CIT TT Fund	Inventor's Department/Centre
First €100,000 of income	10 - 70%	15 - 45%	15 - 45%
Over €100,000 of income	10 - 40%	30 - 45%	30 - 45%

12. IP CREATED OUTSIDE CIT EMPLOYMENT

CIT will have no interest in any inventions or other IP created by Personnel entirely on their own time without the use of any CIT Resources. The onus shall be on Personnel to prove to the satisfaction of the CIT that the relevant invention or IP was in fact created by them on their own time without the use of any CIT Resources.

13. ACADEMIC PUBLICATIONS

CIT encourages Staff and Students to place the results of their research in the public domain either through learned journals or presentation at conferences. CIT recognises that this is a vital factor for academic recognition.

However, it is important that any Publication does not compromise the confidentiality of IP or ability of CIT to protect the IP and is not in violation of the terms of any agreement. For example, a Publication may make it impossible to obtain valid patent protection or can weaken the strength of the patent. Information detailed on an IDF or a potential patent application should not be included in a Publication without the prior written approval of the ILO.

During the course of some research projects a patent application will be filed. It is important to note that this is not the final application that will be submitted to the patent authorities and that CIT will have further opportunities to expand the scope and claims of the patent for a further twelve months. This allows CIT to add further applications, improvements, inventions, results, etc that are obtained as the research project continues to the initial patent application, or to file a second patent application. It is crucial that any Publications made only discuss the initial patent application and do not mention any results obtained after the initial filing date until they have been suitably assessed and protected (if relevant) by the ILO.

The placing of a thesis in the CIT library without ensuring that accessibility is restricted constitutes a Publication. Arrangements may be put in place on a case by case basis to ensure that access to sensitive theses is restricted if it contains information relating to IP. This may involve the thesis in question being stored away from the library or such other arrangements as may be necessary, with access to these theses being subject to execution of a non-disclosure agreement.

There are many types of Publication and Personnel should contact the ILO for appropriate clarification and guidance. Any proposed Publication in relation to IP must be approved by the ILO in advance. The ILO will endeavour to respond to all publication approval decisions within 30 days of the publication being submitted to the ILO. If there

is an External Research Agreement in place concerning the publication the ILO will follow the response times agreed in this agreement.

Where entering into an External Research Agreement CIT will seek to retain rights that allow certain Personnel to make Publications in relation to their research, including but not limited to:

(a) making presentations at seminars, symposia, national, or regional professional meetings;

(b) publishing in journals, theses or dissertations, or otherwise of their own choosing, methods and results of research; and

(c) using methods and results of research for teaching purposes or further research.

Such rights may be subject to approval of parties other than CIT that are party to the External Research Agreement. If this is the case, it is possible that such parties can and will veto or amend a proposed Publication.

14. CONFLICTS OF INTEREST

Personnel are required to disclose to CIT potential and existing conflicts of interest and to open discussions in relation to any such conflicts at an early stage. Such disclosures should be made to the ILO in the first instance. CIT will endeavour to help Personnel to recognise where conflicts may occur and to manage and resolve these conflicts as appropriate.

If CIT determines that there is a conflict of interest or a potential conflict of interest, it will put in place such measures as are deemed appropriate to address the conflict.

15. ADMINISTRATION, MONITORING AND TRAINING

This Policy will be administered and monitored by the ILO on an on-going basis. The Policy may be amended by CIT from time to time. Amended versions of the Policy will be posted on the CIT Intranet and such amendments shall be fully valid and effective from the date of posting.

The ILO will seek to promote the general awareness of this Policy amongst Personnel.

The ILO intends to provide specific training on this IP Policy and its day to day application and relevance to Personnel.

Please contact the ILO if you have any queries or feedback in relation to this Policy.

APPENDIX 1 - DEFINITIONS

"CIT Resources" means all equipment, facilities, premises, Know-how and Confidential Information owned, held under licence or otherwise controlled by CIT.

"Confidential Information" means information that is expressly marked confidential or which is manifestly of a confidential nature.

"Intellectual Property" means patents, patent applications, inventions, Know-how, trade secrets, Confidential Information, rights in design (registered and unregistered), copyright (including, without limitation, rights in computer software), data, database rights and sui generis rights, rights affording equivalent protection to copyright, semiconductor topography rights, trade marks, service marks, logos, domain names, business names, trade names, brand names, certification marks, assumes names and other indicators or origin, rights in any drawings, designs, plans, specifications, manuals, computer software, assets, inventor's certificates and invention disclosures, writings and other works, whether copyright or not, bills of material, moral rights and all other industrial or intellectual property or other rights or forms of protection of a similar nature or having similar effect in any part of the world and rights in relation to them and, where appropriate, applications of any of them in any country or jurisdiction, rights in the nature of unfair competition rights, rights to sue for the tort of "passing off", the right to apply for any of them and all other information necessary for the technical exploration of any of the same and all registrations.

"Know-how" means unpatented, unpublished, technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, materials, formulae, formulations, processes, research or experimental results, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

GENERAL INTERPRETATION

Headings used in this Policy and the documents attached in Appendices are for ease of reference only and shall not affect their construction.

Unless the context otherwise requires, any reference in this Policy to any gender includes the other and to the singular shall include the plural and vice versa.

Words not otherwise defined in this Policy that have a well-known and generally accepted technical or trade meaning in the IP industry in Ireland are used in this Policy in accordance with such recognised meaning.

Any reference in this Policy to any law or legislation is to the same as such may be amended, modified or replaced from time to time.

FURTHER GUIDANCE IN RELATION TO THE DIFFERENT TYPES OF IP

1. Patents

Patents are intended to protect new and improved products and processes that have some technical innovation and are capable of industrial application. Patent protection can be obtained at national and multinational levels.

Ireland

A patent under Irish law is a monopoly granted by the State in respect of an invention as an incentive to innovate. Patents are governed primarily by the Patents Act 1992 and the Patents (Amendment) Act 2006. Under this legislation, patents are granted for a term of 20 years. However, there is a provision for the grant of short term patents which have a term of 10 years.

Europe

The European Patent Convention (**"EPC"**) established a common system of law for the grant of patents in European countries (including some non-EC members), An application to the European Patent Office can lead to the grant of a single European patent which takes effect as a bundle of national patents in selected states designated by the applicant. Articles 52 and 53 of the EPC) stipulate what can and what cannot be patented. European patents are granted for inventions that are new, involve an inventive step, and are susceptible of industrial application. An invention can belong to any field of technology.

US

A patent for an invention is the grant of a property right to the inventor, issued by the United States Patent and Trademark Office ("**USPTO**"). Generally, the term of a new patent is 20 years from the date on which the application for the patent was filed in the United States or, in special cases, from the date an earlier related application was filed, subject to the payment of maintenance fees. U.S. patent grants are effective only within the United States, U.S. territories, and U.S. possessions. Under certain circumstances, patent term extensions or adjustments may be available. The right conferred by a patent under US law is *"the right to exclude others from making, using, offering for sale, or selling"* the invention in the United States or *"importing"* the invention into the United States. What is granted is not the right to make, use, offer for sale, sell or import, but the right to exclude others from making, using, offering for sale, selling or importing the invention. Once a patent is issued, the patentee must enforce the patent without the aid of the USPTO.

2. Copyright

Copyright is governed under Irish law by the Copyright and Related Rights Act, 2000-2007. Copyright gives the right to control use of certain material such as books and other literature, art, music, sound recordings, computer programs, films and broadcasts. However, copyright does not protect inventions (see patents) or brand names (see trademarks). Most, but not all, uses of copyright material will require permission from the copyright owner.

Copyright protection is automatic in Ireland in that there is no official application or recording system. Ireland is also party to a number of international treaties relevant to

copyright including the GATT/TRIPS Agreement and the Berne Convention for the Protection of Literary and Artistic Works.

3. Trademarks

A trademark is a word, name, symbol, or device that is used in trade with goods to indicate the source of the goods and to distinguish them from the goods of others. A service mark is the same as a trademark except that it identifies and distinguishes the source of a service rather than a product. The terms "trademark" and "mark" are commonly used to refer to both trademarks and service marks. Trademark rights may be used to prevent others from using a confusingly similar mark, but not to prevent others from making the same goods or from selling the same goods or services under a clearly different mark.

Trade mark law in Ireland is currently governed by the Trade Marks Act 1996. Trademarks can be registered at national level at the Irish Patents Office, Wider protection can be obtained by filing registrations at the Office for Harmonisation in the Internal Market (**"OHIM"**) in Spain, under the Madrid Protocol and through selective filings in individual countries.

4. Designs

Designs are concerned with the appearance of a product, either the whole or a part, resulting from such features as lines, contours, colours, shape, texture or materials of the product itself or its ornamentation. A 'product' in this context means any industrial or handicraft item, including parts intended to be assembled into a complex packaging, get-up, graphic symbols and typographic typefaces, but excluding computer programs.

The Industrial Designs Act 2001 governs this area under Irish law. A design right is obtained by registration at the Irish Patents Office. It gives the owner the right, for a limited period (up to 25 years, with renewals every 5 years), to stop others from making, using or selling a product to which the design has been applied, or in which it is incorporated.

It is possible to obtain a registered community design through OHIM covering all member states of the EU. An unregistered design right is also available at EU level. The right comes into existence automatically by the mere fact of making the product incorporating the design available to the public within the EU. Protection is limited to 3 years and to preventing the use of copies of original designs. It is important to note that a Registered Design gives exclusivity whereas an unregistered design right can only be enforced where copying can be proved.

5. Domain Names

A domain name is a unique address on the internet. Addresses can be registered on various generic top level domains (**"TLDs"**), such as .com and .biz, as well as country code TLDs such as .ie. The Domain Name System (**"DNS"**) is the international system that co-ordinates the allocation of domain names. The DNS is run by the Internet Corporation for Assigned Names and Numbers (**"ICANN"**). A trademark could be infringed by a domain name. Disputes in such cases as dealt with under the Uniform Domain Name Dispute Resolution Policy (**"UDRP"**). The resolution provider under the UDRP is the World Intellectual Property Organisation (**"WIPO"**).

APPENDIX 2 - CIT INVENTION PROTECTION PROCESS

The diagram on the following page gives a high level overview of how a new, patentable, invention is managed by the ILO. The research and publication stages, with timelines, are shown in parallel to the IP protection process.

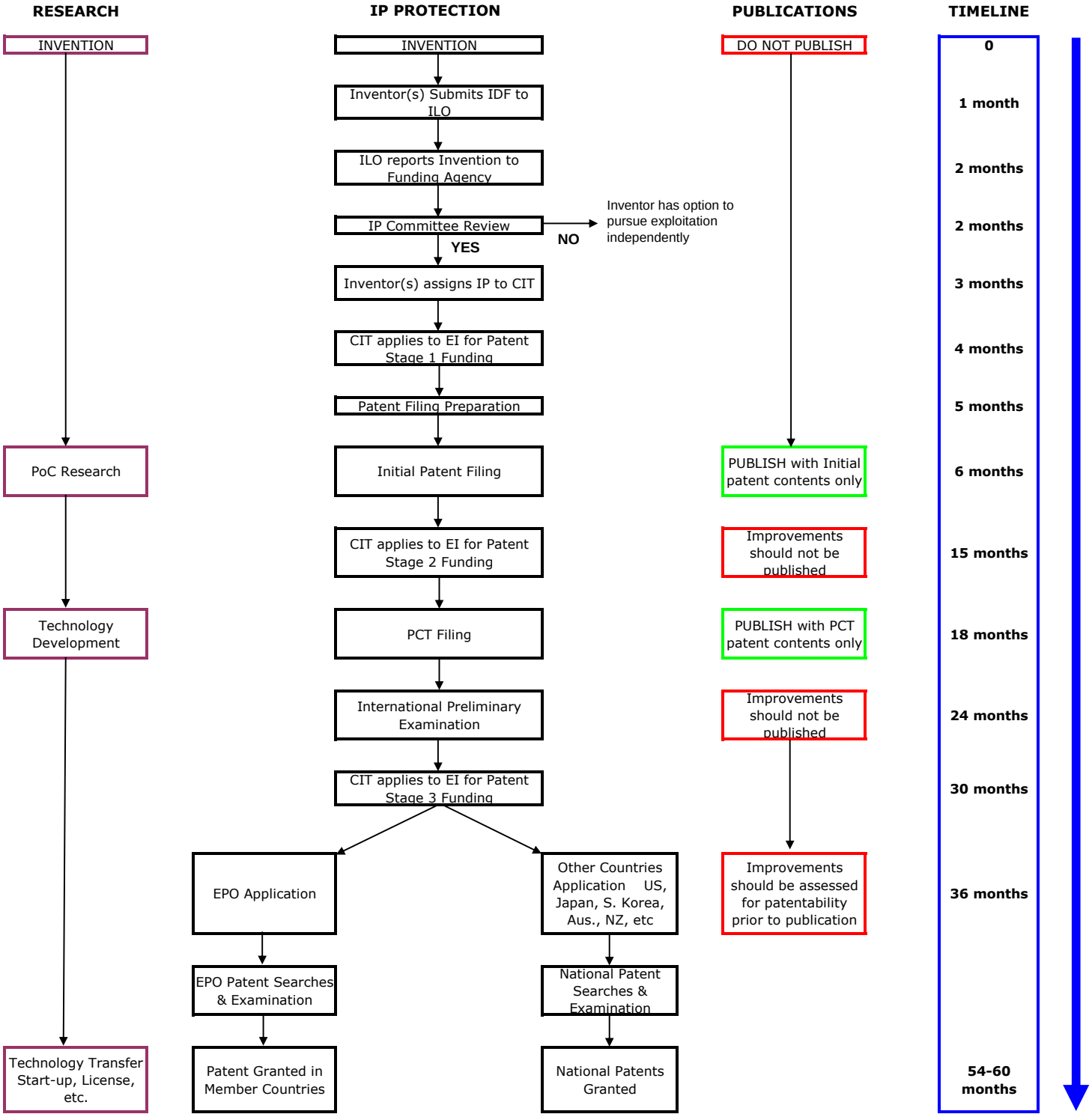
See the following links for information on patenting processes:

Irish Patents
http://www.patentsoffice.ie/en/patents.aspx

European Patents (EPO)
http://www.epo.org/applying.html

US Patents
http://www.uspto.gov/patents/resources/general_info_concerning_patents.jsp#app

CIT IP Protection Process



PLEASE NOTE THAT PROGRESSION THROUGH THE PROCESS IS NOT AUTOMATIC. THERE ARE A NUMBER OF SEQUENTIAL DECISION POINTS IN THE PROCESS WHICH DEPEND ON IP QUALITY, FUNDING AVAILABILITY, TECHNICAL VIABILITY AND COMMERCIAL VIABILITY OF THE INVENTION.
PLEASE CONTACT THE ILO IF MORE INFROMATION IS REQUIRED.

APPENDIX 3 – LABORATORY NOTEBOOKS GUIDELINES

GENERAL

All ideas and data should be entered into the researchers' laboratory notebook. Entries must be complete enough that another researcher would have little or no trouble understanding and repeating the experiments.

Each page must be signed, and dated each day, by the researcher running and recording the experiment, and signed and dated by a witness, if not immediately, then at least within one week of the researcher's signature.

In deciding the exact procedures to follow, it is important to keep in mind that any type of laboratory notebook must achieve two goals:

1. Reflect its own integrity.
2. Corroborate information independent of the person doing the research.

Thus, the condition of the laboratory notebook must reflect that it is a clear and accurate representation of activities that have taken place in the lab and that none of the information has been falsified, such that:

- Any changes made to the recorded information should be clear and obvious and the new information should be able to be compared with the old;

- The notebook should be completely in tact, with no pages missing or illegible.

- A witness, who has not been involved in the experiment, by signing and dating the notebook, must attest (by virtue of signing) that the information, experimentation, and/or ideas that occurred were recorded on the date indicated.

TYPES OF LAB NOTEBOOKS

A) Hardbound notebook

- The laboratory notebook should be numbered, permanently bound, have index pages and have all pages pre-numbered.

- The researcher should enter a new experiment in the index each time a new experiment is started.

- Use each page in order. Leave no blank pages between experiments.

- Record enough information so that a researcher "skilled in the art" could pick up your laboratory notebook and easily determine what had been done, why it had been done, and what the results were. Entries should include procedures, reagents, lot numbers, where appropriate, sketches, descriptions, and so on. The purpose and significance of the experiment as well as observations, results, and

conclusions should be made clear. Remember, what may seem trivial or obvious at the time experiments are conducted, may later be of critical importance.

- If procedures have already been described in an earlier experiment or have used a standard protocol, and the researcher has not deviated from the previous descriptions of the experiment for the current one, the researcher may reference the earlier information instead of writing it out again.

- All data should be entered, in ink, directly into the laboratory notebook.

- If additional information, such as a machine-generated table or graph, or a photo is part of the experiment and it is small enough to be attached in the notebook, the information should be attached using a permanent adhesive or non-removable tape. The researcher should sign his or her name over the border of the attachment, crossing over onto the laboratory notebook page. Signing in this way would clearly show, if at any time in the future the attachment had been removed. See Figure 1.

- Corrections should be made by drawing a single line through the entry. Erasers or correction fluid (tippex) should never be used. The researcher should initial each lineout, and if possible, add next to each lineout a note of explanation, such as, *"wrong data."* The researcher should never tear pages out of the laboratory notebook. Pages may be copied for the researcher's own use, but never removed. See Figure 3.

- At the end of each day the researcher should put a line or a cross through any unused space on that day's page(s) in the laboratory notebook. If a blank line is left between paragraphs, there is no need to lineout the one line, but if a number of lines have been left at the bottom of the page, they should be marked through. This could prove it was impossible to enter additional information in the laboratory notebook, in those empty spaces, at a later date. See Figure 4.

- If the additional data is too large for the laboratory notebook (for example, a computer printout that is a few pages long), such additional data can be signed and dated; countersigned and dated by the witness; and given an appropriate ID number. The researcher should note on such additional data which laboratory notebook and which page number the additional data is referenced. Then, in the laboratory notebook the researcher should reference the additional data's ID number and note the secure-storage location where the additional data is being held. Preferably, a drawer with a set of files that are always used to store oversized information should be used. A summary of the data can be placed in the laboratory notebook. The same sort of procedure should be followed with any samples that are to be kept.

- Each original page of the laboratory notebook must be signed and dated by the researcher and by a witness. A witness should be someone who has read each entry, who is competent to understand what he or she has read, but who is not a co-inventor. Each research group should designate a person who is responsible for assigning permanent witnessing partners. However, if the assigned witness is not

available when needed, another person who fulfils the appropriate criteria may be used.

- If any changes are made after pages are signed or witnessed, the changes must be initialled and dated by both the researcher and a witness. Care should be taken to use the current date when signing or witnessing a laboratory notebook.

- Ideas should be recorded in the laboratory notebook, as these may be important in determining a date of invention.

B) Hardbound notebooks containing electronically captured data

- At laboratories where a large amount of data are generated and stored in a computer, a written laboratory notebook, with all of the guidelines referred to above, is still required. In this setting, however, much of the data referred to in the laboratory notebooks may exist in electronic files. The laboratory notebooks should contain a summary of the information in those files and also give the location and name of the file (and format) in which the data are stored.

- The electronic data should be backed up and archived weekly. A new and separate file should be provided as a place to store data. Details of these files and the back-up procedure should be described to all researchers and managers in a memo. These backed-up files should never be opened except for litigation, EPO or U.S. Patent Office matters.

FIGURE 1: EXAMPLE OF A GEL PHOTOGRAPH PASTED INTO A LABORATORY NOTEBOOK

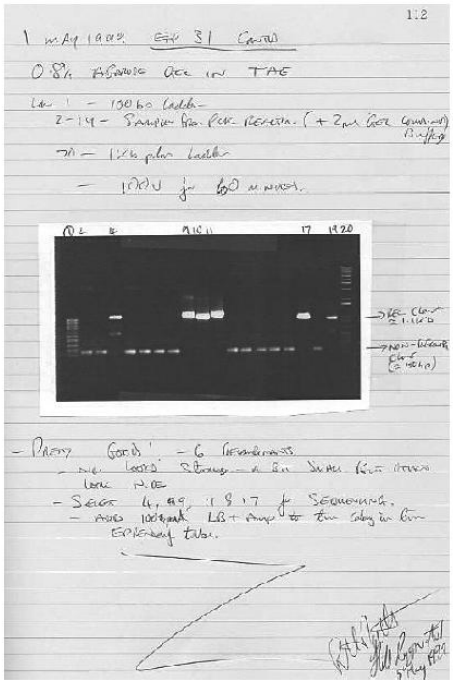


FIGURE 2: USING A PREPRINTED FORM FOR STANDARD REACTIONS SAVES TIME

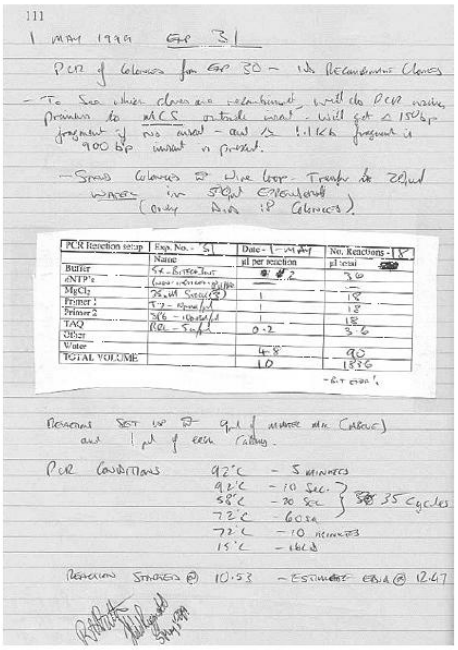


Figure 3: If You Make Mistakes, Correct Very Clearly

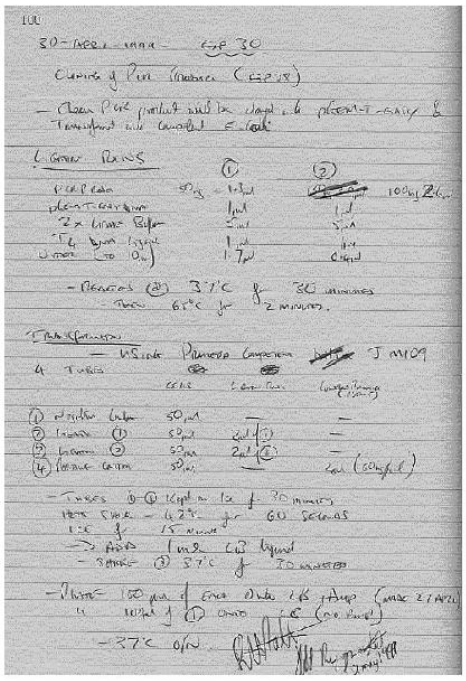
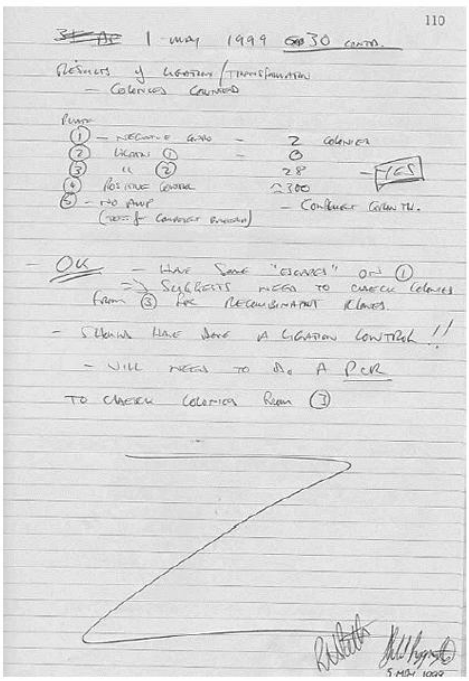


Figure 4: Draw a Line to Fill Empty Space



APPENDIX 4 - CIT INVENTION DISCLOSURE FORM (IDF)

For office use only

Title of intellectual property:

Principal Investigator:

Invention identification number*:*

Date assessed by ILO: / /

Received By: ……

Date: ……

Stamp

This form should be completed electronically. Click in the text area to complete the form.

1. Title of Invention

2. Inventors

Important Notice

The information below is used to assess ownership of intellectual property rights and of rights to subsequent royalties. Failure to provide full and accurate information may jeopardise or invalidate any subsequent patent application. Inventorship is a matter of law and a patent that fails to name the correct inventors either because those listed are not true inventors or true inventors were excluded, may be ruled invalid. Please include non CIT staff, students, researchers, etc.

This section should be completed by the lead inventor and should indicate with explanations and with reference to the above statement, which of the contributor(s) above made an intellectual contribution and should therefore be named as inventors.

Personal Details of Inventor 1 (Lead)	
Full Name	
Nationality	
Home Address	
Employer and Department/Centre	
Contact Details (Phone and email)	

Contribution to the Invention %	

Personal Details of Inventor 2	
Full Name	
Nationality	
Home Address	
Employer and Department/Centre	
Contact Details (Phone and email)	
Contribution to the Invention %	

Personal Details of Inventor 3	
Full Name	
Nationality	
Home Address	
Employer and Department/Centre	
Contact Details (Phone and email)	
Contribution to the Invention %	

Please add more Inventor tables if required.

3. Collaborators

Please include any other personnel that have contributed to the research project under which this invention has been discovered. Please ensure to include external collaborators such as ***sub-contractors, visiting researchers, external reviewers, external supervisors***, etc

Personal Details of Collaborator 1	
Full Name	
Nationality	
Home Address	
Employer and Department/Centre	
Contact Details (Phone and email)	
Contribution to the Invention %	

Personal Details of Collaborator 2	
Full Name	
Nationality	
Home Address	
Employer and Department/Centre	
Contact Details (Phone and email)	
Contribution to the Invention %	

Please add more Collaborator tables if required.

4. Previous Work in the Field

(Summarise what work has already been carried out and list the papers, brochures and patent specifications that may have **prior art** relevance to the invention)

5. Description of Invention

(Please explain, in layman's language, what the invention is and how it works i.e. "what problem does the invention solve?***". Please include any experiment details, drawings, figures, photographs or prototypes as an appendix.)***

6. Novelty and advantages over present technologies?

(Please identify other technologies, products or processes, both existing and potential, which are used to solve this problem and explain the advantages, and disadvantages***, this invention has compared to existing technologies. Include the results of*** literature searches and patent searches ***carried out in the area).***

7. Commercial Applications?

(Please list any potential immediate and future applications of the invention and identify any the name of companies ***that would be interested in using, marketing or developing the resulting technology. Describe the*** current state of development ***of the technology, i.e. "concept, physical prototype, working prototype, tests completed, etc")***

8. Funding and Research Contracts

a. Funding

(Please list all sources of funding (e.g. industry, state agency, charity and EU) which were used in support of the research which contributed to the generation of the invention).

CIT Project Cost Code	Funding Body	Grant #	% Support

b. Contracts

(Is the invention part of any past, current or planned contracts? Please tick the relevant boxes.).

Material transfer agreement(s)	Yes	☐	No	☐
Collaboration agreement(s)	Yes	☐	No	☐
Consortium agreement(s)	Yes	☐	No	☐
Contract research agreement(s)	Yes	☐	No	☐
Evaluation agreement(s)	Yes	☐	No	☐
Option agreements(s)	Yes	☐	No	☐
License agreement(s)	Yes	☐	No	☐
Personal consultancy(s)	Yes	☐	No	☐
Provision of equipment	Yes	☐	No	☐
Open-source software license	Yes	☐	No	☐

If **Yes** is selected to any of the above, please provide details (use a separate sheet if necessary)

9. Disclosures and Publications

(Please list all disclosures made, submitted and planned for this invention. A disclosure can be transfers (Materials, Compound, Equipment), oral (seminars, interviews, demonstrations, meeting, presentations) or written (patent application, related patent application, thesis, email, internet, posters, abstracts, journal articles, etc)).

Date	Type	Details

10. Warranty

I / We have read, understood and agree to all of the preceding and declare that all of the information provided in this disclosure is complete and correct. To the best of my / our knowledge, all persons who could legally make an ownership claim on this invention are identified in section 2.

11. Signature(s)

Inventor Name (typed)	Signature	Date

12. Recommendation

Recommendation by Head of Department to Proceed with the Invention Application

Name (typed)	Signature	Date

13. Submission of Invention Disclosure Form

PLEASE PROVIDE A **SIGNED** ORIGINAL TO:
Ronan Coleman
Commercialisation Specialist
Industry Liaison Office
Cork Institute of Technology
Bishopstown
Cork.

AND AN **ELECTRONIC COPY** OF THE COMPLETED FORM TO

ronan.coleman@cit.ie