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INTELLECTUAL PROPERTY (IP) POLICY

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1. INTRODUCTION

Intellectual Property (IP) is the term used to describe new ideas that result in the generation of some output such as a new device, diagnostic or therapeutic product document, design, or an improved way of working.

The core principles of the Policy relating to Intellectual Property is under pinned by the following three fundamental principles:

1. The management and exploitation of intellectual property must deliver benefits to patients and service users.
2. That industry has an important role to play in developing innovations.
3. That individuals who contribute intellectually to new ideas that generate an income to the Trust should be rewarded for their contributions.

2. POLICY STATEMENT

Velindre University NHS Trust recognises the importance of innovation and creativity as essential elements in the process of continual improvement. The UK Policy Framework for Health and Social Care Research (<https://www.hra.nhs.uk/planning-and-improving-research/policies-standards-legislation/uk-policy-framework-health-social-care-research/>) places a duty on the Trust to have in place a mechanism for the exploitation of IP arising from its employees. Innovation in the NHS also occurs in the delivery of patient care and in the education and training of employees. The purpose of this document is to detail a policy for the effective management of IP within the Trust taking into account the principles referred to above and also arrangements with the Trust's academic and commercial partners.

3. SCOPE OF POLICY

This Policy applies to IP opportunities arising from activity involving:

- All staff that are full or part-time employees of the Trust where employment activity results in the generation of any form of IP either within the course of a working day or outside normal working hours and/or away from the place of work, where IP relates to their area of employment by the Trust. This includes IP generated in the course of education or training which is funded by the Trust, especially if the Trust also contributes towards creation of IP by, for example, acting as sponsor of the research in accordance with the UK Policy Framework for Health and Social care research.
- Staff with Trust contracts of employment whose payroll costs are partially or fully funded by another party (e.g. Academic Institution, Medical Charity and Government Department) unless the contract between the Trust and that party assigns ownership of the IP to that party.
- Academic staff of associated universities with honorary clinical contracts.
- Trainee professionals and students hosted by the Trust who are not also employees of the Trust who generate IP during the course of their training (IP

generated by students engaging in research for the Trust may be owned by the student, the institution with whom they are enrolled or the Trust, depending on the agreements between the student, the institution and the Trust.

- Independent Providers of Services who generate IP from research funded by the NHS are required to inform the appropriate party and share the benefits of its commercialisation. Where IP is assigned to the Trust, the Independent Provider of Services will benefit under the revenue sharing scheme of the Trust.
- For individuals who hold an Honorary Contract with the Trust, the IP Policy of their substantive employer will take precedence over the Trust's policy unless circumstances (such as the Trust's contribution to the creation of the IP for example where the honorary employee has utilised Trust equipment, consumables or the time of Trust-funded staff to create the IP) require negotiation to the contrary to ensure the Trust's contribution is fairly rewarded.
- Trust staff seconded to another organisation or employees of another organisation hosted by the Trust under contract are subject to the terms defined in the contract between the Trust and that organisation.

Please note that the applicability of this IP Policy may be subject to a person's employment contract or any other terms upon which a person is engaged by the Trust.

4. AIMS & OBJECTIVES

In order to achieve its core objectives this Policy aims to ensure that:

- There is a good awareness and understanding of IP issues throughout the Trust.
- There is a process in place for disclosure, evaluation, management and exploitation of any IP uncovered by Trust employees which is timely, transparent and supportive.
- The responsibilities of staff and management are clear.
- The support role of the R&D Departments is clear.
- The ownership of IP related to the disclosure of an idea is established clearly at the outset by the R&D Department.
- The ownership and management of IP arising from collaborative projects with other organisations, e.g. universities, is clear and supports innovation.
- There is a clear framework governing the ownership and management of the results and associated IP arising from collaborative research projects.
- The apportioning of revenue from any profits of commercialisation is clear and there is a process to implement revenue sharing.
- Potentially exploitable IP is protected appropriately.
- There is a transparent process to resolve any disputes.
- Income from IP owned by the Trust is used to improve patient care and service delivery.

5. ROLES AND RESPONSIBILITIES

- 5.1 Staff Responsibilities** It is the responsibility of all Trust employees involved in the creation of IP to report any IP developments to the Trust's R&D Department in line with divisional policy and procedure and prior to any public disclosure outside the Trust (whether verbal or written)

Should employees fail to report any IP development to the Trust's R&D Department the key principles of this policy will apply retrospectively, unless public disclosure has invalidated the opportunity to protect IP. Discussion of potentially protectable IP should only be discussed outside the Trust within the strict confines of a reciprocal non-disclosure agreement.

- 5.2 The Executive Medical Director** has the responsibility for IP Management and will keep the Trust's Board informed of all significant issues via the Research, Development & Innovation (RD&I) Sub Committee.
- 5.3 The Trust RD&I Sub Committee** undertakes the role of exploitation panel and is responsible for assessing newly identified IP and determining which exploitation route, if any, should be pursued. Recommendations from the Exploitation Panel will be passed to the Trust Board for approval.
- 5.4 The Trust Board** has the final decision on which IP should be exploited based on the recommendations of the Trust RD&I Committee.
- 5.5 The Head of Research & Development** is the nominated Trust IP manager. The post holder will be responsible for overseeing all IP projects and will act as the point of liaison between the Trust and any All-Wales Intellectual Property Advisory Service and other stakeholders.
- Ensure that new IP is recognised and treated appropriately with regard to confidentiality
 - Identify the most appropriate means of protecting the IP determine the appropriate path to take advantage of the IP & raise awareness.
- 5.6 The Trust R&D Department** will provide advice and where appropriate signpost staff to other sources of information and support.

The role of the R&D Department will be to:

- Maintain the Trust's IP policy.
- Provide a contact point for Trust personnel seeking advice on IP.
- Increase the profile of IP and educate staff appropriately in the Trust, for example by facilitating awareness raising and training sessions for staff.
- Coordination with partners and national bodies in relation to IP management.
- Market and manage funding calls relating to innovation and IP.

- Where the RD&I Committee has identified an exploitation route the R&D Department will endeavour to secure the relevant resources to enable staff to develop their ideas and associated IP.
- Negotiate agreements where appropriate with third parties.

6. DEFINITION OF INTELLECTUAL PROPERTY (IP) AND INTELLECTUAL PROPERTY RIGHTS (IPR)

IP is intangible. It can be defined as the products of intellectual or creative activity in the form of novel ideas, innovation or research and development that can be given legal recognition of ownership. This ownership is a tradable commodity known as the intellectual property right (IPR). This can be a patent, copyright, design rights, trademarks, know-how, as well as medical marketing authorisations and regulatory certifications (see Appendix 1). IPR can be assigned or licensed exclusively or non-exclusively. IP can be generated where R&D, delivery or management of care or other creative work is being undertaken.

During the application process for a patent, it is imperative that the invention documentation remains confidential. Prior disclosure of this information will render the invention non-patentable in almost all regions of the world.

While IP can and often does arise from formal research projects, it is not limited to the outputs of research studies and can be generated in many other ways. For example, IP may arise as a result of staff trying to find a solution to a problem or designing a new device based on their experience while working with other staff and patients.

It should be noted that IP legislation is complicated and the scope of IP rights (what can be protected and what cannot be protected) is often a grey area. Members of staff are advised to contact the Trust R&D Department at the earliest opportunity to discuss in more detail the relevance of IP protection to their ideas and any expression of those ideas. In order to ensure protection of the IP in your idea the idea must be recorded in permanent form.

More information about IP is available on the Intellectual Property Office website (www.ipo.gov.uk).

7. IMPLEMENTATION

This policy will be maintained by the R&D Office.

Please refer to section 5 further information in relation to the responsibilities in connection with this policy.

The policy will be available via the Trust Intranet Site and from the R&D Office. Where staff do not have access to the intranet their line manager must ensure that they have access to a copy of this policy.

The RD&I Committee will review the operation of this policy as required. At least every two years.

8. POLICY COMPLIANCE

8.1 Identifying and Protecting IP

Staff at all levels need to be aware of the possibility that they may generate new IP during the course of their employment. The following are examples of activities where IP needs to be considered:

- A novel treatment
- A new diagnostic technique
- A new device
- A new drug or the new use of a drug
- Use of data, software, training material
- A treatment protocol
- New management system

8.2 Ideas Disclosure

Velindre University NHS Trust R&D Department has developed an “Ideas Disclosure Form” to be used by Velindre Employees if they have an innovation that, as far as is known, is not in place elsewhere. A completed form should be submitted to the R&D Department for consideration by the RD&I Committee. The RD&I Committee will evaluate the potential of the IP and if appropriate create a plan for its management and exploitation.

The ideas disclosure form is attached in appendix 3 and the general process for the disclosure of ideas in appendix 4.

The Ideas Disclosure Form asks Velindre employees to provide information on their idea, explaining its originality/inventiveness, and how it can benefit the NHS and patients, either directly or indirectly.

In seeking to establish the originality/inventiveness of an idea, employees should investigate current patents online before completing the Idea Disclosure Form. The following link will allow Velindre employees to do a preliminary patent search (<https://worldwide.espacenet.com/>)

Please note the R&D Department is an official function of Velindre University NHS Trust. Therefore, any disclosure made to the R&D Department including to its staff, e.g. through the Ideas Disclosure Form, is deemed as a confidential disclosure and will be kept confidential by the R&D Department.

The Trust emphasises that staff should not disclose their idea to anyone apart from research collaborators with whom they are bound by a viable contract which includes

provisions for confidentiality, as this might jeopardise subsequent IP protection. Employees are urged to consult the Trust's R&D Department at the earliest possible stage if they have any questions about this and especially if they are uncertain about the implications of disclosing an idea to others.

8.3 Due diligence

When an idea or potential invention is notified to the R&D Department, a process of due diligence will be carried out to identify all of the contributors, their employment status and their contribution to the idea/invention. Staff are asked to provide all records as necessary to facilitate this process. Incorrect identification of inventors may in some cases invalidate a patent, so it is important that all inventors are correctly identified.

8.4 Partnering with Universities or other organisations to develop IP

The Trust may partner with its neighbouring university's IP/commercialisation facility to utilise their infrastructure and expertise. In this event both the inventor and the Trust will agree in clear terms the nature of the relationship with the partner university or other organisation. This agreement should be underpinned by three clear criteria:

- Where possible, Trust costs incurred in the development of the IP should be recovered before the benefits of commercialisation are shared with the inventor or other parties;
- That the development and commercialisation of the IP delivers benefits to patients and the Trust;
- That the inventor(s) retain the rights to receive an appropriate level of income in the event that commercialisation of the IP generates downstream revenue.

8.5 Partnering with IP specialists

The Trust may also make use of external IP specialist's for advice on matters such as licensing, funding, legal, technical, spin-out to maximise new knowledge creation.

In the above circumstances, benefits to the licencing partner organisation will need to be agreed, for example a percentage of revenue in the event that the IP generates future revenues and/or profits. To achieve this a formal licensee partnership agreement will be put in place with the external specialist organisation if the Trust intends to use or commercialise the IP in partnership.

This can be useful in helping to build long-term, productive strategic relationships between the organisations concerned.

8.6 Ownership of IP

The Trust has right of ownership to all IP produced by Trust employees in the course of their normal duties. Employees have an obligation to inform the Trust about IP generated as a result of their activities and must not sell, assign or otherwise trade IP

without Trust agreement (see appendix 2 for an extract from the Trust Contract of Employment.)

Where the potential for new IP can be identified in advance, steps will be taken by the Trust to ensure that contracts/agreements contain appropriate terms and conditions to clearly indicate the assignment of intellectual property rights (IPR) and the distribution of benefits arising from the IP.

Where such agreements are not in place, or where organisations have differing agreements, the Trust will negotiate an appropriate share of benefit in accordance with the Trust procedure.

Where Velindre University NHS Trust chooses not to exploit IP arising from the work of its employees, it will, in most cases (subject to no outstanding claims such as from a funding body), assign the IP back to the inventor(s) who may wish to pursue its further development. In return for the assignment, the inventor(s) may be asked to share a small percentage of any income generated with the Trust. Additionally, the Trust will retain the right to use the work at no cost for its own non-commercial purposes.

Where IP is generated by students of higher education institutions the IP will be owned by the student or, if the student and the institution have agreed to this, by the institution. This agreement may occur, for example, by provision in the university regulations accepted by the student, or the terms of a particular funding scheme. Where Velindre University NHS Trust provides support for such research, and there is an opportunity to seek cost recovery or an appropriate share of benefit the Trust will do so. Where appropriate, any such agreement should be negotiated by the relevant parties at the outset.

8.7 Staff Rewards Policy

Velindre University NHS Trust wish to encourage full participation by our employees in the creation and commercial exploitation of IP when it has not been generated as part of their normal duties. This policy therefore lays out a set of conditions under which staff can receive tangible rewards as a result of the intellectual contributions to the generation of IP which is commercialised. This can be done in two ways:

1. To share revenue where the Trust receives any profits from IP exploitation.
2. To allow staff to participate in and hold equity in spin-out companies.

8.7.1 Revenue Sharing from IP Exploitation

In all cases the shared revenue will be the net income attributed [by the Trust] to an IP right minus any costs incurred by the Trust in bringing the product to market. The Trust, exercising probity, will put robust systems in place to administer and calculate income arising from IP commercialisation. Revenue will be shared between the Trust and the inventor(s) according to the revenue sharing formula. In cases where several staff have been involved in generating the IP, the proportion of revenue allocated to

inventors will be divided between them evenly unless it can be demonstrated and agreed that the contribution of individuals varies significantly.

The Trust will ensure that any profits arising from the exploitation of IP, which have been disclosed by and generated by a member of staff identified to the R&D Department, are shared on the following terms:

- In all cases the shared revenue will be the net of any remaining monies after reasonable protection and exploitation costs have been deducted e.g. the costs incurred by the researcher, the clinical directorate within which the research work took place, patenting fees or other legal costs, or marketing costs.
- Where the employee produces more than one item of IP, the income from subsequent IP - unless the subsequent IP is unrelated - will be aggregated with that from the first IP for the purpose of determining the employee's share according to the sliding scale of net revenue.
- Where there is a contracted agreement with a funding sponsor to share revenue from successful exploitation of IP arising from research funded by that sponsor, the cumulative net revenue to the Trust is the income from exploitation remaining after deduction of the sponsor's share and other costs as above.

8.7.2 Velindre University NHS Trust Revenue Sharing

Consideration has been given to the revenue sharing policies of University Health Boards/Trusts and Universities in Wales and is reflected in the following revenue sharing schedule:

Cumulative net income	Inventor	Department	R&D	Trust
First £10K	100%	0%	0%	0%
£10K-£20K	60%	20%	10%	10%
£20K-£100K	50%	20%	15%	15%
£100K-£250K	40%	20%	20%	20%
Over £250K	35%	20%	15%	30%

9 COLLABORATIVE RESEARCH PROJECTS

The Trust actively encourages its staff to work collaboratively with other organisations to promote research and innovation. It is widely recognised that the issue of IP in collaborative research/innovation can be complex. The Trust aims to provide a framework whereby those that generate ideas are able to use them and are rewarded for their efforts whilst ensuring that the appropriate level of control is in place to ensure that any IP arising from collaborative research always benefits patients and donors

and facilitates the collaborative process.

It is therefore important before embarking on a collaborative venture that all parties, the researchers, contract managers and funders, agree the principles of the collaboration. These can be set out in a Heads of Terms (HoT) which allows research decision makers to identify in plain language what they regard as the key issues before instructing their lawyers to draw up a formal agreement (see Template Heads of Terms at Annex 5).

10 SHARED MATERIALS

Materials are defined as equipment, reagents and biological materials, including cell lines, tissues, bacterial strains, plasmids and viruses. When such materials are distributed to other researchers or used in a project, they should be subject to a Material Transfer Agreement (MTA) which will be managed via the Trust's R&D Department.

This agreement should define the limitations of use of the material and recognises the interest in the IP that may arise from its use. This agreement must be in place prior to distribution and use of the material. The use of trademarks and design rights associated with the aforementioned materials should also be the subject of this agreement.

11 RESOLUTION OF DISPUTES

Where there is dispute about the inventor(s) of IP, dated written records associated with the generation of the IP will be used to establish the inventor(s) of the IP and to determine their level of contribution/remuneration. In the absence of documentary evidence, the Chief Executive of the Trust shall decide, taking such professional advice as appropriate and this decision will be final.

12 NON-COMPLIANCE

If any Trust employee fails to comply with this policy, the matter may be dealt with in accordance with the Trusts Disciplinary Policy. The action taken will depend on the individual circumstances and will be in accordance with the appropriate workforce and organisational development policies.

13 TRAINING

Whilst there are no formal training programmes in place to ensure implementation of this policy, each Executive Director, Divisional Director, Clinical Director, Divisional General Manager, Divisional Nurse, Departmental Manager, Head of Nursing and Head of Departments must ensure that managers and all staff, clinical and non-clinical, are made aware of the policy provisions and that they are adhered to at all times.

14 EQUALITY

The Trust is committed to ensuring that, as far as is reasonably practicable, the way it

provides services to the public and the way it treats its Employees reflects their individual needs and does not discriminate against individuals or groups.

The Trust has undertaken an Equality Impact Assessment and received feedback on this policy and the way it operates. The Trust wanted to know of any possible or actual impact that this procedure may have on any groups in respect of gender (including maternity and pregnancy as well as marriage or civil partnership issues) race, disability, sexual orientation, Welsh language, religion or belief, transgender, age or other protected characteristics.

The assessment found that there was no impact to the equality groups mentioned. Where appropriate the Trust will make plans for the necessary actions required to minimise any stated impact to ensure that it meets its responsibilities under the equalities and human rights legislation

15 GETTING HELP

For further information on this Policy all Velindre University NHS Trust staff should contact the Velindre University NHS Trust R&D Department using the email address Velindre.R&DOffice@wales.nhs.uk.

AgorIP a company supported by Welsh Government, EU & Swansea University works with businesses, academics and NHS Wales providing IP advice and to bridge the gap between products and the market place (www.agorip.com).

16 REFERENCES

- Welsh Assembly Government, 'Intellectual Property and Innovation in Health care in Wales' – A Framework and Guidance on the Management of Intellectual Property in the NHS in Wales, February 2005
- The UK Policy Framework for Health and Social Care Research (<https://www.hra.nhs.uk/planning-and-improving-research/policies-standards-legislation/uk-policy-framework-health-social-care-research/>)

17 ACKNOWLEDGMENTS

- Abertawe Bro Morgannwg University Health Board R&D Department

APPENDIX 1 - INTELLECTUAL PROPERTY (IP) PROTECTION

This appendix includes a very brief overview on some aspects of IP protection. For more detail please consult the Intellectual Property Office website "types of IP" section (www.ipo.gov.uk/types.htm).

This information is provided for guidance purposes only and is not intended to constitute a definitive or complete statement of the law on IP, nor is any part of it intended to constitute legal advice for any specific situation.

Know-how

"Know how" rights arise automatically and do not require registration. Know-how (also known as a "trade secret") is any information that is not in the public domain which has an assumed value. Know-how is often the most valuable of all IP assets and rights arise automatically with no need for registration. For example, it can be the knowledge about how to perform a procedure or to create a product or process. Know-how can be identified and protected by a Non-Disclosure Agreement (NDA) agreement (also known as Confidential Disclosure Agreements, CDA). When working with other parties, NDAs can be reciprocal agreements whereby the boundaries of confidential information that is disclosed and received is identified and obligations on both receiving and disclosing parties are detailed. A template NDA may be obtained from the Trust R&D Department. Know-how and confidential information are not capable of assignment as property rights, but a formal information transfer coupled with a non-use and secrecy agreement can have the same effect. They persist indefinitely, as long as they remain covered by the terms of an NDA.

Copyright

Copyright rights arise automatically and do not require registration. Copyright covers a wide range of works including written and graphical information such as leaflets, articles, assessment tools, training packs, databases, computer software, "Apps" and films/videos, drawings and the 2-D representation of 3-D structures. Copyright is an automatic unregistered right that subsists if the work is "original". The requirements for originality are low. Therefore, it is best to assume that copyright will subsist in all written, graphic or photographic works generated by staff.

It is advisable to attach a statement to any works such as: Copyright Velindre University NHS Trust Date XX. All rights reserved. Not to be reproduced in whole or in part without the permission of the copyright owner. However, you may decide to designate certain areas of activity for which permission does not have to be obtained. For example, "non-for-profit organisations such as NHS Health Boards and Trusts, may reproduce this work solely for the purposes of teaching or further non-commercial research. In all other circumstances the permission of the UHB must be obtained".

Patents

Patents need to be registered to attract protection. Patents can be used to protect "technical" inventions that are new and have a utility. The vast majority of ideas will have potential utility. In Europe and the majority of countries in the world "new" means that all of the features of the invention must not have been made available to the public in a single disclosure anywhere in the world prior to the patent filing date. A public disclosure can be written, verbal or by any other means (e.g. journals, internet, meetings, posters, etc) and could merely be the result of a conversation between friends. To qualify as a patentable invention the idea must also not be obvious. The assessment of what is obvious is a complex area of patent law and in the first instance staff are advised against concerning themselves with this criterion. In the UK, some inventions are specifically excluded from patenting where those inventions consist entirely of methods of treatment by surgery or therapy or diagnostic methods. However, these inventions are patentable in other countries, notably the USA. Excluded inventions are also a complex area of patent law and staff are advised that if they think they have an invention which lies in an excluded category to please consult the Trust R&D Department in the first instance. However, it is best not to assume an invention is excluded in the first instance.

Design Rights

Design rights arise automatically and do not require registration. Design Rights protect against the copying of the shape or configuration of an article. Design Rights may exist in addition to other forms of protection offered by patents or copyright.

The "Design Right"

The "unregistered" Design Right as it is known, similar to copyright, is an automatic right and can last up to fifteen years. It can protect the 3D features of an article, internal and external features, but there are a number of exclusions for example where the article is dependent on another article the so-called "must-fit, must match" exclusion. A surgical instrument could be protected by this right. However, unregistered design rights are generally considered to be weak IP rights and often stronger rights such as patents are sought, at least to improve levels of protection. Given the particular requirement of this "niche" aspect of IP law it is best in the first instance not to assume that the design right will protect a given article.

Registered Design Rights

Both UK and European law provide for registered design rights which last up to 25 years. Registration is required to attract protection. Registered design rights protect the appearance of a product, for example its shape, colour or texture of materials. For example, a new design of surgical gown or a patient's pillow could be the subject of a registered design right.

Trademarks

A trademark is a sign or symbol that is used to distinguish a product or service of one undertaking (e.g. a company or organisation, such as an NHS organisation) from another undertaking. Trademarks need to be registered to attract protection.

Trademarks can protect words, logos, shapes, colours and even smells (e.g. the name “Coca Cola” and also the shape of the Coca Cola bottle are registered trademarks).

Trademarks are the IP right that protect brands. They can last forever, providing renewal fees are paid.

Appendix 2 - Extract from Velindre University NHS Trust Contract of Employment

26. Discoveries and Inventions

- 26.1 If at any time during your employment you alone or with others make or discover any invention, discovery, improvement or modification which relates to or which may relate to any products, site process, equipment, system or activity of the Trust or which are actually or partially useful to the activities of the Trust ("Invention") you shall forthwith disclose full particulars of the same including drawings and models to the Trust.
- 26.2 You hereby agree and acknowledge that all Inventions made in connection with the business of the Trust and all rights therein made in the course of your duties shall accordingly belong to the Trust.
- 26.3 You shall at the request and expense of the Trust execute on demand all such documents as the Trust may require and do all such other things as the Trust may consider to be necessary to enable the Trust to obtain the full benefit in such manner as the Trust may require of any Invention and the rights therein to which the Trust is entitled, to vest the rights arising there from fully in the name of the Trust or as it may direct and to secure such patent, utility, model, copyright or design registration or other similar protections for such Inventions in any part of the world as the Trust may consider appropriate.
- 26.4 You hereby irrevocably appoint the Trust to be your attorney in your name and on your behalf to execute all such documents and to do all such acts as may be necessary or desirable to give *effect* to the provisions of this Clause.

Appendix 3 – Innovative Ideas Disclosure Form



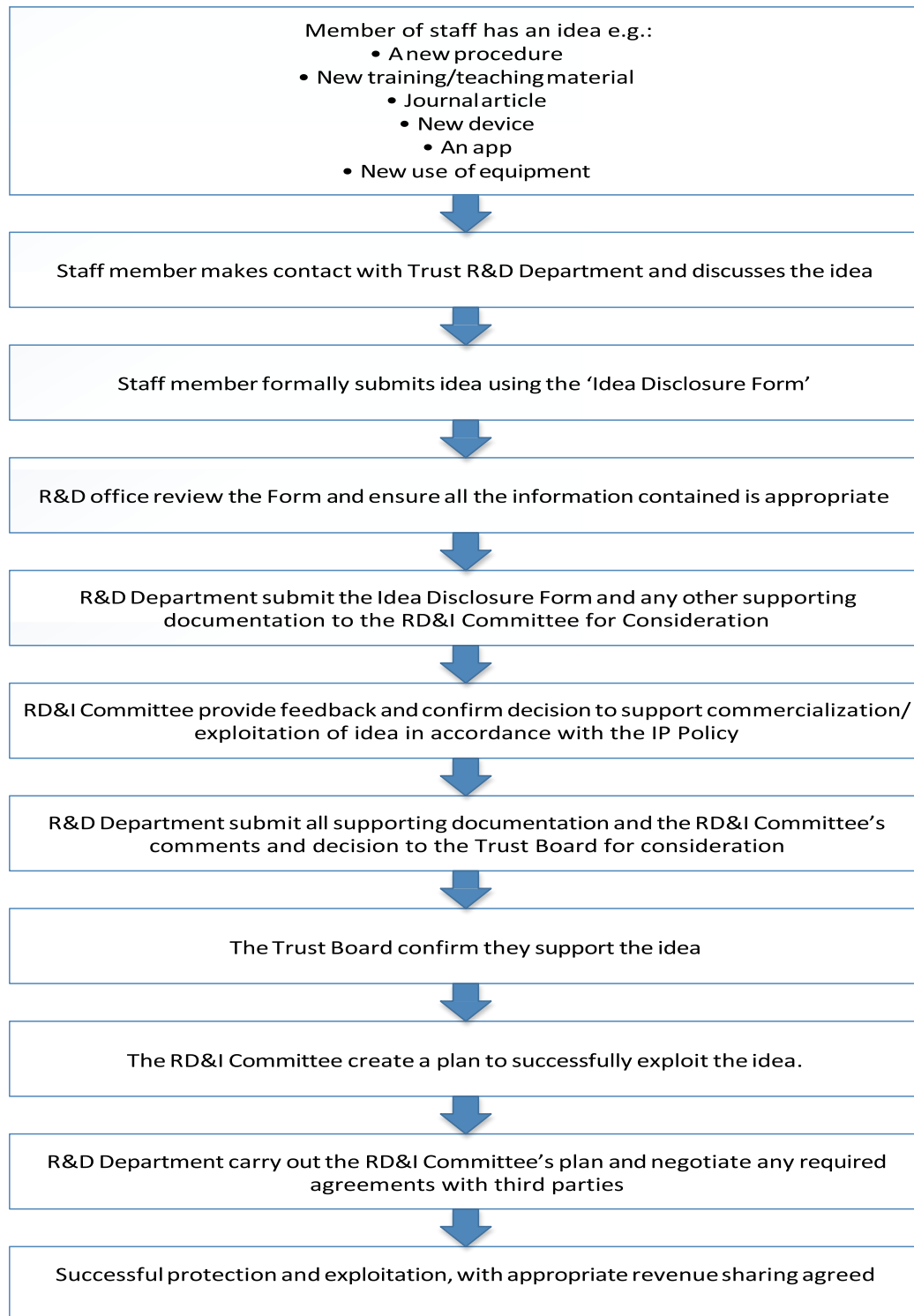
INNOVATIVE IDEAS DISCLOSURE FORM

Full Name	
Role	
Department	
Status of Employment	
The name of any collaborating individuals or parties	
Title of the project (max 60 characters)	
Idea Summary (Maximum 200 words)	
Summary of potential benefits to patients/health service (Maximum 200 words)	
What were the results of your preliminary patent	

<p>search? A free patent search can be undertaken using the following link: (https://worldwide.espacenet.com/)</p>	
<p>Any other relevant information (max 200 words)</p>	

If applicable, please include separately any supporting drawings or schematics to this application.

Appendix 4 - General Process for the Disclosure of Ideas



Appendix 5 - TEMPLATE HEADS OF TERMS (HoT)

It is important for Velindre staff engaged in research/ innovation and their managers to create the optimum conditions for a collaboration and to understand what it aims to achieve and the process for achieving it. The HoT should clearly set out the parties' intentions expressly, such as "These HoT are not intended to be legally binding except as specifically set out in this letter".

HoT enable decision makers to identify the key issues surrounding a collaborative project in plain language. The very process of creating a HoT can be a very constructive and useful way for all parties to understand the needs and expectations of the other parties at the outset and may minimise disagreements and disputes later. In this way a project is more likely to be productive. It is important to consult lawyers after you have created your draft HoT but the process itself of creating the HoT should not be confined to lawyers. A template HoT is provided below.

- The Parties
- Purpose of project
- Scope of project
- Start date and main time points
- Resources provided by each party (e.g. financial, personnel, data, existing IP etc)
- Role of each of the Parties
- Ownership of IP in results
- Access rights to IP arising in the project
- Access rights to other parties' existing IP necessary for performing the project
- Confidentiality
- IP exploitation plan
 - Management of project IP
 - Decision making relating to IP exploitation
 - Revenue/equity
- Dispute resolution
- Termination conditions