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| Date effective from | June 2023 |
| Date of next review | June 2026 |

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| Related GBS policies |
| <ul style="list-style-type: none"> • GBS Conflict of interest Policy • GBS Research Strategy • Careers and Placement Hub |
| External Reference Points |
| <ol style="list-style-type: none"> 1. Information Office, Accessed online at: https://ico.org.uk/ 2. UK Public General Acts, <i>Data Protection Act 2018</i>, Accessed online at: https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted |

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GBS Intellectual Property & Commercialisation Policy

3. Terminology

3.1 For the purposes of this policy, the following terms are defined below:

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| Commercialisation | The route to market or method by which the IP is assessed, protected, and exploited. The latter is normally through the licensing of IP to third parties and/or to the formation of spin- out companies. |
| Commercialisation Income | Payments received by GBS from the licensing of its IP, e.g., royalties, fees (options, licence) All costs associated with the protection and exploitation of IP |

Costs

place of work is on GBS premises including any employees on placements unless a contract exists dictating otherwise.

- 4.2. GBS position is that research (as set out in the [GBS Research Strategy](#)) should be conducted for the benefit of society and should be published openly and widely, in order to make research findings available to the public. For research where there is no Potentially Exploitable IP, and no other barrier to publication, research findings can be published with minimum delay in line with academic norms. However, where there is Potentially Exploitable IP, publication and dissemination may be deferred for a short time pending decision on patent protection and exploitation. Employees, Postgraduate Research Students, Postgraduate Taught Students and Undergraduate Students should maintain the confidentiality of IP that they create until it has been decided if it is Potentially Exploitable IP.
- 4.3. IP created by visitors, e.g., visiting academics, undertaking research at GBS by invitation from any GBS Employee, will be governed by written agreement with GBS that explicitly states the ownership of IP and such agreement must be in place prior to the commencement of such research. Where no agreement is in place, each party will own their own IP.
- 4.4. GBS waives its right of ownership of copyright in Scholarly Rights for Employees and Students except where such rights have been created pursuant to a sponsored agreement or agreement with a third party provided that GBS is hereby 10g6(her(ty)-2()-196(pr)

must be complied with. It may well be that such terms and conditions grant right of ownership of IP arising from the sponsored activity to the Sponsor or provide that the Sponsor should share in any income arising from successful commercialisation of such IP.

- v. GBS, as owner of the IP, is responsible for determining the exploitation route and the related terms and conditions in consultation with the Inventor(s). The IP & Commercialisation Team shall lead this activity under the framework of the Stage-Gated Process (Annex A).

4.7. Tangible Research Materials embodying Potentially Exploitable IP and created in the course of GBS activities should only be transferred outside GBS under the terms of a material transfer agreement (MTA) agreed by EE, unless already covered by an existing agreement.

- vi. IP created by a Student who is not an employee of GBS normally belongs to the student concerned.
- vii. For new ventures generated by a student on projects that are either funded by a Sponsor or GBS:
 - a) Where the Student has requested GBS support to license the Potentially Exploitable IP, Students will be asked to assign such IP to GBS where this is necessary to allow GBS to comply with the conditions of a Sponsor and/or exploit the relevant IP. In such cases Students will be offered revenue-sharing arrangements in line with those offered to GBS Employees and are encouraged to seek independent legal advice.
 - b) Where the Student has requested GBS support to fund a business venture, Students will be asked to enter into a formal agreement. In such cases Undergraduate Students are encouraged to seek independent legal advice.

5. Conflicts Of Interest

5.1. [GBS Conflict of Interest Policy](#) governs how GBS Employees shall behave in order to identify and manage Conflicts of Interest appropriately. Notwithstanding that, this document seeks to describe the Conflicts of Interest which may arise in connection with IP commercialisation which include, but are not limited to, the following:

- An individual is an inventor of patents or creator of other IP whose value may be affected by the outcome of research in which they are involved.
- An individual holds a position in an enterprise (e.g., as director) that may wish to restrict (or otherwise manage) adverse research findings for commercial reasons or not wish to publish the results of the research.
- An individual having a financial interest or other personal interest in a

6. IP Policy For Taught Students

- 6.0.1. Intellectual Property is a term used to describe legal rights that can exist in ideas generated and works created by individuals. These rights can have value and may be exploited for commercial and other purposes. It is likely that during the course of their studies or research programmes Undergraduate Students and Postgraduate Taught Students will create work in which Intellectual Property rights arise and this policy will apply.
- 6.0.2. The most common Intellectual Property rights that might arise include, but not limited to copyright, design rights, patents, and trademarks.
- 6.0.3. This Policy describes the rights of Undergraduate and Postgraduate Taught Students at GBS to own Intellectual Property that is created by Undergraduate Students and Postgraduate Taught Students during their time of study at GBS. It also applies if a registered Student is employed by GBS or by another organisation.
- 6.0.4. Undergraduate Students and Postgraduate Taught Students should make sure they check and understand the position on ownership of Intellectual Property at the outset of any project, placement, or other arrangement.

6.1 The Basic Principle

6.1.1

6.2.1 Context

6.2.1.1 Research projects form a part of many degree programmes at both undergraduate and postgraduate level. Such projects are usually proposed by members of academic staff and will often be connected in some way to ~~© GBS~~ ~~^ { 30 A }~~ -going research interests. Undergraduate Students and Postgraduate Taught Students may join a team to investigate one particular aspect of a much larger research programme. This is usually of great benefit to the Undergraduate Student and Postgraduate Taught Student. Rather than starting afresh, they can draw on the considerable expertise, reputation and infrastructure of the research group and thereby get a valuable head start in their research project. There are, however, some important Intellectual Property issues associated with inviting Undergraduate Students and Postgraduate Taught Students to work closely with existing research teams.

6.2.2 Undergraduate Students and Postgraduate Taught Students participating in a research project funded by a third party.

6.2.2.1 Any organisation funding (or otherwise contributing to or supporting) a research project (the Sponsor) might make it a condition of funding that any Intellectual Property rights generated during the project will belong to the Sponsor or are available for open access and/or exploitation. In such cases Undergraduate Students and Postgraduate Taught Students will be bound by the terms and conditions of any external funding agreement which GBS has entered into as though they were a member of GBS academic staff. In addition, GBS may require the Undergraduate Student or Postgraduate Taught Student

having access to confidential information.

7. Respecting Intellectual Rights of others

- 7.1. Undergraduate Students and Postgraduate Taught Students must respect the Intellectual Property rights of others. This means Undergraduate Students and Postgraduate Taught Students must not knowingly claim rights in work created by others, whether academics, Postgraduate Students, Postgraduate Taught Students, without their permission.

8. Disputes – UG and PG

- 8.1. In the event that there is a dispute between an Undergraduate Student or Postgraduate Taught Student and GBS, for example ownership of IP, the matter will first be discussed between the Inventor and the Head of the IP & Commercialisation Team who will involve third party professionals as required, e.g., patent agents, to offer their opinion as required. If this does not result in a resolution of the dispute, the matter will be referred to the IP Resolution Group IPRG, which is the decision-making body when a dispute has been raised. Referrals to IPRG will be made by the Head of IP & Commercialisation. IPRG will be chaired by the CEO and will also include Provost, a Dean (or nominated representative) and EE Director.
- 8.2. The IP Resolution Group (IPRG) which will be convened by email when a referral is made. If there is a need to discuss the matter in person, arrangements will be made for either on- line or in-person meeting. It is not envisaged that the Group will convene more frequently than every six months.

9. Process

- 9.0.1. GBS policy is for the Employability and Entrepreneurship Directorate (EE) to assess all opportunities from GBS Employees and Students including, but not limited to, invention disclosures and to make an initial determination as to whether opportunities have commercial potential. Where commercial potential is evident, the Stage-Gated Process will be the criteria-based framework used to support such opportunities. Further detail can be found in Stage-Gated Process, Annex A. EE will also determine, in consultation with the Inventors, whether the commercial potential of an opportunity is best exploited by licensing the relevant intellectual property to an existing company, or by the creation of a new company.
- 9.0.2. Founder Inventors seeking to form a Spin-out Company or Joint Venture Company are advised to seek independent legal advice at an appropriate time. GBS guidance on forming a company can be found [Careers and Placement Hub](#).

9.1 Disclosure and Assessment of

reasonable judgement, the Commercial activity or IP is Potentially Exploitable.
The business venture or IP does not need to be at a mature stage of

right to use any of the Patent Rights, including, in each case, any proceeds from stocks and shares received in lieu of any licence fees, royalties or other payments) from the commercialisation of the IP, after the deduction (pro rata) of both parties reasonable costs of marketing, patent protection and other relevant costs. In such circumstances, GBS and the Inventor(s) shall enter into an assignation and revenue sharing agreement to this effect.

9.2 Exploitation outcomes

- 9.2.1 Decisions regarding the exploitation route and negotiations regarding exploitation will be conducted by the IP and Commercialisation Team in consultation with the Inventor(s). The IP and Commercialisation Team will act on behalf of GBS, as owner of the IP. Individual Inventors will be fully consulted,

circumstances, the Inventors shall share revenues with GBS.

10. Licensing and Assignment

10.1. Licensing and assignment of GBS IP will be undertaken by the IP and Commercialisation Team and on commercial terms as appropriate, which will typically include both upfront fees and royalties. Licensing aims to ensure:

10.1.1 effective exploitation of IP. IP will normally be licensed to third parties (including new companies formed to exploit the IP). Assignment of IP may be considered where this is demonstrably the most effective way of exploiting the IP.

10.1.2 Licensing arrangements must always provide for GBS future use of IP for its core activities of academic research, teaching and publication and assist GBS

10.6. Unless agreed otherwise, the cumulative Commercialisation Income (following the

agreement to enshrine the terms of the reward and their obligations.

- 12.2. Where IP is generated jointly by staff, or by staff and undergraduates or postgraduates, they are each responsible for informing GBS of their individual contributions to its generation. For the purposes of distribution of income or reward in respect of IP generated jointly among staff it shall be their responsibility to agree their pro rata shares and to inform GBS in writing by completion of the IP Disclosure Form (IPDF). Where there is no agreement the Director of EE shall make an initial ruling.

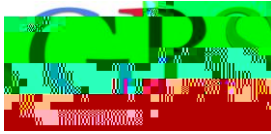
13. Portfolio Management

- 13.1. GBS policy in

- 14.2. The IP Resolution Group (IPRG) will be convened by email when a referral is made. If there is a need to discuss the matter in person, arrangements will be made for either on-line or in-person meeting. It is not envisaged that the Group will convene more frequently than every six months.

15. Monitoring and Review

- 15.1. This policy may be amended by GBS at any time



ANNEX A – STAGE GATED PROCESS

Overview

The stage-gated process has been implemented to support commercialisation of staff and student businesses. The outcome of these opportunities will typically be the formation of a (new) joint venture company or a licence agreement with a third party. The process has four gates which must be passed in order to access the resources available to support onward development/progression of the opportunity through the pipeline. Currently, monthly review meetings are held to consider submissions to each gate.

Gate 1 Assessment

Gate 1 approval is based on a high-level understanding of an opportunity and crucially the ownership status of the business idea and/or Intellectual Property that has been disclosed through the disclosure portal. Gate 1 consists of a short paper submission which is championed by the Business Growth Advisor. At this Gate, the opportunity must meet the following criteria:

- Invention disclosure complete
- Informal prior art (web) search undertaken
- Understanding of potential benefits in at least one market sector

The decision will be made by the IP & Commercialisation Team at their regular monthly meetings on the suitability of this opportunity at this stage.

Gate 2 Validation

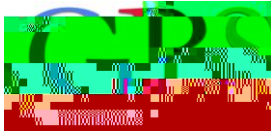
Gate 2 approval is based on more detailed information about the commercial potential of the opportunity: the next steps for the opportunity and the commitment of the IP & Commercialisation Team to supporting commercialisation. This requires the Team to present to panel of 3 external members with early-stage commercialisation experience. At this stage the Team do not have to decide on this route to commercialisation. At this Gate, the opportunity must meet the following criteria:

- Clear commercial proposition (either IPR position or business plans)



team must meet the following criteria:

- One or more quantifiable markets are identified, together with routes to market;
- Roles and names (or vacancies) for all key people required for progress towards Gate 4 are provided;
- All time commitments of academic staff are stated;
- An indication of any

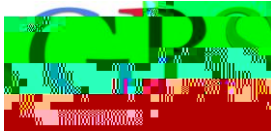


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|----------------------------|--|--------|----------------|
| Name: | | Title: | Prof / Dr / Mr |
| Employer (If GBS, state): | | | |
| Status @ GBS (if applies): | | | |



Disclosure

It is important for GBS to know if your invention has been made public, as this may affect the strength of any patent application and the commercial potential.

Written disclosures

Please list, with dates, any past and planned written publications presenting the invention or data in this invention (journal papers/abstracts/posters/internet/other).

i). Past:

ii). Planned:

Oral disclosures

Please list, with dates, any past and planned oral disclosures of the invention (e.g. presentations at internal or external seminars, disclosure to a company under a confidentiality agreement etc) and any demonstrations of the invention.

i). Past:

ii). Planned:

Future work



Prior Funding

GBS must know whether other organisations may have rights to your invention or to any technology that you have developed, so that we can reach agreements with them over our respective protection and exploitation rights. Please list all sources of funding that have contributed to the invention.

| Funding Institute | Award Type | Title | Sponsors Award No. | Funding Dates |
|-------------------|------------|-------|--------------------|---------------|
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Please give a brief description of each of the roles of those named in this invention disclosure:

Signatures

Each person listed as an inventor should sign and date in the space below. By signing this document, you verify that the information given above is correct to the best of your knowledge and belief and you verify that you have read and understood The University of Reading Code of Practice on Intellectual Property, Commercial Exploitation and Financial Benefits.

Name

Signature

Date

