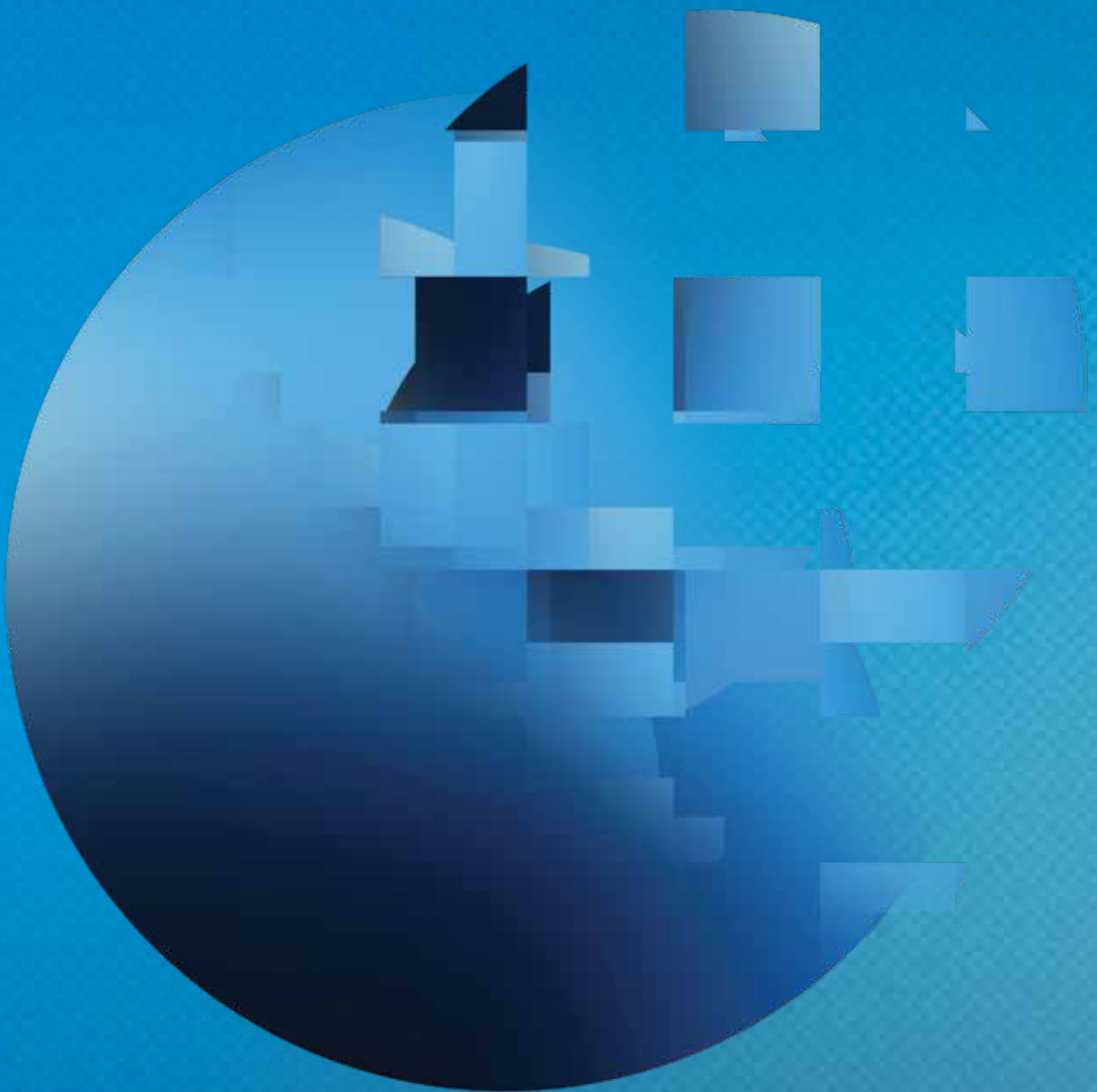




Rialtas na hÉireann
Government of Ireland

IP Protocol Resource Guide

A Framework For Successful
Research Commercialisation



Prepared on behalf of the Department of
Business, Enterprise and Innovation

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The IP Protocol Resource Guide contains detailed information on practice and resources that underpin the National IP Protocol.

This document should be read together with the National IP Protocol www.knowledgetransferireland.com/Reports-Publications.

Supporting template documents and Model Agreements can be found on the KTI website www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements



I

National IP Management Requirements

National IP Management Requirements

- 1 This section sets out in detail the ten National IP Management Requirements which each RPO must fulfil in designing and operating its own internal IP management system, including the Minimum Requirements for IP Policy.
- 2 This section should be read together with Chapter 5 of the National IP Protocol that describes the principles and oversight of these National IP Management Requirements. www.knowledgetransferireland.com/Reports-Publications.

Requirement 1**Adopt and disseminate a policy for IP commercialisation that includes the Minimum Requirements for an IP commercialisation policy**

- 3 RPOs shall have in place a single policy for IP commercialisation.
- 4 This policy shall be reviewed at least every four years and within six months of any new or updated National IP Protocol or, for HEIs, the relevant Code(s) of Governance and the Annual Governance Statement to the HEA.
- 5 The policy shall be well publicised to those for whom it is relevant and easily accessible internally and externally on the RPO's website.
- 6 This National IP Management Requirement 1 lists the Minimum Requirements for an IP commercialisation policy. These are the main elements that, at a minimum, would be expected to be covered in an RPO policy document for IP commercialisation. The precise wording is for the individual RPO to develop, consistent with local governance and practice.
- 7 The Minimum Requirements for an IP commercialisation policy are set out in the remainder of this Requirement 1, below.
- 8 The IP commercialisation policy document shall detail information on policy review and ownership:
 - Effective date of policy.
 - Review date.
 - Historic dates of review and revisions.
 - Date for next review.
 - Policy owner e.g. VP Research, Secretary etc.
 - The body within the RPO that has approved the policy.
 - Who to contact relating to content.
- 9 The policy document shall have an introduction that references:
 - Purpose/objectives of the policy.
 - Scope - to whom it applies.
 - What it covers.
 - Any related RPO policy documents or other associated documents.
 - The latest version of the National IP Protocol.
 - Date of the policy document's last review.
- 10 The policy document shall cover a variety of intellectual property: patents, copyright, trademarks, designs, domain names, software algorithms and code (as a special case of copyright), data, databases, confidential information and know-how, specialist types of IP protection such as plant breeders' rights.
- 11 The policy document shall explain the major commercialisation routes in detail:
 - Licensing.
 - Spin-out company creation.
 - Disposal of IP (assignment).
- 12 The policy shall explain ownership of IP in different situations, relating to:
 - Members of staff.
 - Students.
 - Visiting researchers.
 - Staff based temporarily outside of the RPO.
 - Dual appointments (where relevant).

National IP Management Requirements

- 13 The policy shall describe the responsibilities of those who the policy covers with regard to:
- Disclosure of new IP and innovations.
 - Working with the RPO to protect and commercialise.
 - Assignment of rights.
- 14 The policy shall explain the role of the RPO in commercialisation of IP and reference should be made to:
- Use of Invention/Innovation Disclosure Forms.
 - Early agreement and recording of contribution between multiple creators/inventors.
 - Early formal assignment of IP to the RPO.
 - Approach to determination of commercial terms, including reference to the consideration of state support in any such determination, and should make reference to the IP Protocol.
- 15 The revenue sharing policy shall be explained and shall cover how the following are handled:
- Sharing amongst: Creator(s) and their Department(s) and the RPO.
 - Revenue from licences (royalties, milestones, annual payments, etc).
 - Revenue from realisation of equity holdings in spin-outs.
 - Equity shares in new spin-outs.
 - Whether a researcher can share in more than one of these.
- 16 The policy shall cover explanation of decision making and shall include:
- Who makes decisions in respect of commercial evaluation of new innovations.
 - Who makes decisions in respect of IP protection and prosecution including filing and management of patent applications and related IP protection.
 - How the inventors/creators are identified and decided.
 - How the relative contributions made by the inventors/creators to the new innovation are identified and decided.
 - Who makes the decision on the exploitation route.
 - Who negotiates commercial terms.
 - Who approves the commercial terms of a licence or assignment and any processes involved.
 - Who makes the decision to abandon a patent application and the process, if applicable, to offer the IP back to the inventors/creators.
 - Who approves the creation of a spin-out company and any processes involved.
 - Who approves the RPO taking equity in a spin-out company and any processes involved.
 - Who approves the commercial terms of spin-out and any processes involved.
 - How RPO spin-out equity is managed and by whom, including when and how to sell shares.
 - Who approves the academic Founder(s) to act as spin-out company director(s) and any processes involved.
 - Process and decision-makers involved in allowing spin-out companies to access RPO facilities.
 - Composition of relevant decision-making committees.
 - Timescales involved.
 - A link to where detail on authorised signatories can be found.

- 17 The policy shall note that decisions to form a spin-out company or the decision as to when to sell RPO equity holding in spin-outs should involve at least one senior executive from within the RPO, who is not part of the research hierarchy, for example the Secretary or Chief Financial Officer.
- 18 The policy shall explain that decision-making and approvals should be governed by statutory provision.
- 19 The policy shall describe processes for dispute resolution.
- 20 The policy shall discuss if and when grant back of rights to creators may be permitted and the process involved.
- 21 The policy shall identify the situations where there is potential for conflict of interest in respect of IP commercialisation and shall cross-reference the RPO's Conflict of Interest policy.

Requirement 2

Ensure early awareness amongst researchers of the importance of IP management

- 22 It is important that there is an understanding of IP management and commercialisation of research, in general, amongst the RPO community. As a consequence of the Technology Transfer Strengthening Programme (TTSI), there is an increased awareness amongst researchers due to training and outreach from the TTO. This should be continued and expanded as appropriate, particularly having regard to mobility and turnover in the researcher population.
- 23 RPOs shall make clear to their staff, contractors, consultants and students their responsibilities in relation to the protection of IP and shall make all reasonable endeavours to help their staff, contractors, consultants and students to meet these responsibilities.
- 24 The KTI Practical Guide to Managing Intellectual Property and Confidentiality is available on the KTI website (www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-Managing-Intellectual-Property-Confidentiality.pdf) and researchers should be directed to this by the RPOs.

Requirement 3

Set obligations on individual researchers (supported by robust RPO procedures and internal management systems) to ensure IP is managed in a professional way

- 25 The effectiveness of an RPO's internal IP management system depends on the individual researchers being aware of and complying with the system.
- 26 Creators (inventors and contributors) of IP need to be aware of and comply with the RPO's policy for IP commercialisation and associated IP management system.
- 27 The Principal Investigator (PI) on each collaborative research programme carries a particular responsibility for compliance with the RPO's IP management system throughout the programme. To acknowledge this responsibility, the PI shall give a PI Undertaking prior to signature of the Contract or Collaborative Research Agreement. A sample text of a PI Undertaking is available on the KTI website (www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Principal-Investigator-PI-Undertaking-Template.docx).

Requirement 4

Maintain confidentiality

- 28 Creators (inventors and contributors) of IP, or potential IP, need to be aware of issues of confidentiality in respect of that IP.
- 29 Requirements to maintain the confidentiality of collaborative research programme results and IP, including scope and duration, shall be discussed and agreed with all programme parties, including any industry parties, before programme work starts. These requirements will be dealt with by way of appropriate clauses in the Collaborative Research Agreement and/or by way of separate non-disclosure agreement.
- 30 Arrangements shall be in place and understood by all those working on the programme for seeking and granting approval to publish programme results, including conference abstracts, conference proceedings, conference presentations, journal publication, online publication, oral disclosure and publication of theses. These arrangements include:
- The definition of who has authority to grant permission to publish.
 - Any agreements requiring programme parties to review and approve draft publications prior to publication.
 - Any agreement with programme parties to place embargoes on publication, or containing conditions relating to publication. These arrangements shall be included in the Collaborative Research Agreement and must be consistent with the sections of the National IP Protocol dealing with this subject.
- 31 Each RPO must ensure that contractual obligations, requirements and procedures to maintain the confidentiality of programme results shall be communicated to and understood by all those working on the programme.
- 32 Every RPO shall have adequate arrangements in place to ensure that:
- Confidential information received from a company or from any other third party is understood by RPO staff, students and contractors involved in setting up and/or delivering the programme to be confidential and is appropriately protected.
 - Confidential information and IP received from a company or other third party in connection with a programme are used solely for that programme and are not used for any other programme or purpose without the prior written permission of the source or as allowed under a binding contract with the source.

Requirement 5**Protect IP including IP arising from research projects and programmes**

- 33 RPOs shall have published policies and procedures in place that cover timely identification of IP, protection of this IP including the maintenance of laboratory records and the prevention of premature public disclosure of IP. They shall support their researchers to help them recognise when their discoveries or other IP may have commercial value.
- 34 Every RPO shall have adequate arrangements in place to:
- Identify and document potential new IP.
 - Document all collaborative research programme results in such a way that priority or creation dates can be established in the event that results lead to patent applications (e.g. through the use of properly structured laboratory notebooks, dated and written in ink, or other suitable forms of electronic data capture, recording the results of research).
 - Promptly and carefully review all programme results to identify IP, whether patentable or not, that may have commercialisation potential.
 - Promptly notify the RPO's Technology Transfer Office whenever IP with commercialisation potential is identified.
 - Evaluate IP that may have potential commercial value to establish, as far as possible, what the commercial value might be and how that value might be realised.
 - Decide what form of protection is appropriate for each new item of IP and, in the event that a form of protection requiring application, such as a patent, is selected, to make the necessary applications.
 - Identify, for each item of IP for which protection is sought and/or which will be commercialised, the originating individual(s), within the RPO or elsewhere, any Background IP used in its development and the sources of research funding, and associated obligations, from which the IP is derived.
 - Identify, for each item of IP for which patent protection is sought, the individual(s), within the RPO or elsewhere, to be named as Inventor(s) or, where design or other registered rights are sought, the originator of the subject matter of the right.
- 35 The requirement concerning confidentiality in Requirement 4 above is especially important while these steps are in progress, particularly for patentable inventions.
- 36 RPOs shall have in place, and enforce, arrangements to ensure that initial ownership of IP arising from their research is clearly and unambiguously defined. In particular, RPOs shall ensure that all staff, contractors and consultants, assign to the RPO all rights to IP arising from their research for or on behalf of the RPO. RPOs shall also have arrangements in place for the assignment of rights to the RPO for research arising from research projects with industry undertaken by students.

Requirement 6

Introduce existing background IP into a research programme diligently

- 37 Every RPO shall have adequate arrangements in place to:
- Review any Background IP before it is introduced into a research programme to ensure that it has no contractual or other restrictions that would prevent it being used in the programme.
 - Examine the potential impact of introducing pre-existing IP into a research programme on the potential commercial value of any IP created during the programme, to identify any possible negative consequences (e.g. caused by the introduction of open source software).
 - Ensure that it and all its other RPO and industry collaborators on any research programme which is wholly or partly funded by the State, complete a Background IP Due Diligence Form before they introduce any pre-existing IP into the programme, either at the start or during the programme.
 - Ensure that each Principal Investigator (PI) completes a PI Undertaking, which includes Background IP Due Diligence, prior to commencement of the project or programme and prior to signature of the research contract or Collaborative Research Agreement.
- 38 Sample texts of a Background IP Due Diligence Form and a PI Undertaking are available on the KTI website (www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements).

Requirement 7

Conduct appropriate due diligence before licensing IP

- 39 Every RPO shall have adequate arrangements in place to ensure that an Innovation/IP Disclosure Form is completed and signed off by the researchers/inventors and TTO before any IP created is licensed to any third party.
- 40 A sample Innovation/IP Disclosure Form is available on the KTI website (www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Innovation-IP-Disclosure-Form-Template.docx).
- 41 The RPO's TTO shall, on reasonable request, make available for inspection by a potential licensee, without any representations or liabilities attached, the Innovation/IP Disclosure Form and any documents listed in it, other than any documents whose disclosure is prohibited by any obligations of confidentiality on the RPO or is contrary to applicable laws (e.g. data protection laws).

Requirement 8

Maintain appropriate records of IP and licences

- 42 RPOs shall have procedures in place for the recording of new IP and the associated commercialisation activities and outcomes.
- 43 Every RPO shall have adequate arrangements in place to:
- Maintain records of all pre-existing IP used in each research programme, identifying for each item of IP its source, owner, underpinning research funding source, date of introduction and any conditions attached to its use.
 - Maintain records of all IP created during a research programme, whether patentable or not, identifying for each item of IP any applications for protection; the progress of any such applications; any IP licences, IP licence options or IP assignments granted, or IP contracts signed; and the terms and recipients of any such licences, options, assignments or contracts.
 - Keep an inventory of all results created in each research programme, showing in each case the date of creation, the individual(s) responsible for its creation and any decision to seek protection for any resulting IP. This inventory shall allow the work of one Researcher on multiple programmes, and the results obtained on multiple programmes, to be clearly identified with the programmes concerned.
- 44 Doing so will help to ensure that:
- The same item of IP is not licensed multiple times on conflicting terms.
 - Agreed arrangements for IP licensing or assignment can be promptly and fully executed.
 - Any reporting requirements can be met.
- 45 RPOs shall have procedures in place for accurate and timely reporting on all commercialisation activities to the appropriate State agencies and, in particular, to KTI which is charged with delivering the national Annual Knowledge Transfer Survey (AKTS).

Requirement 9

Manage conflicts of interest

- 46 A conflict of interest arises when an individual holds a personal interest, whether direct or indirect, which in the opinion of a reasonably-informed and well-advised person is sufficient to call into question the independence, impartiality and objectivity the individual is obliged to exercise in the performance of his/her duties. Conflicts of interest may be financial or non-financial or both.
- 47 The existence of an actual, perceived or potential conflict of interest does not necessarily imply wrongdoing on anyone's part. However, any private, personal or commercial interests which give rise to such a conflict of interest must be recognised, disclosed appropriately and either eliminated or properly managed.
- 48 Conflicts of interest that may arise in connection with IP commercialisation include, but are not limited to, the following:
- An individual using their RPO position to:
 - influence a contract or other favourable terms for a company in which they, or a relative or friend, had a financial interest.
 - obtain financial or non-financial benefits for themselves or for a relative or friend in return for providing advantage, or potential advantage.
 - use RPO resources or confidential information for personal financial or non-financial benefit or benefit to a relative or friend.
 - Conducting business, employment or activity outside of the RPO which adversely affects the individual's ability to perform their duties.
 - An individual compromising research objectivity or independence in return for financial or non-financial benefit for them or for a relative or friend.
- 49 Examples of these kinds of conflicts (this is not an exhaustive list):
- A researcher having a financial interest in the company sponsoring research, this being exacerbated if the value of the researcher's interest may be affected by the outcome of the research.
 - 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 spin-out or may have personal IP with which they are intending to create a start-up company.
 - An individual having a financial interest in the licensee (or proposed licensee) of RPO intellectual property.
 - An individual taking part in the negotiation of a contract between the RPO and a company, where the individual or their family or a close personal friend has a financial or non-financial interest (e.g. a directorship) in that company.
- 50 RPOs shall have published policies which minimise and manage potential or actual conflicts of interest concerning the commercialisation of IP and that provide guidance on doing so to their researchers easily available on the RPO website. These policies shall be accompanied by the relevant procedures. The RPO's IP Policy shall refer the reader to the relevant conflict of interest policies and vice versa. RPOs should ensure that their researchers are aware of and follow those policies and procedures.
- 51 As part of these policies and procedures, RPOs should:
- Define financial or personal interests that shall be reportable to the RPO.
 - Describe when and how researchers are responsible to report such interests.
 - Help all researchers to identify, report and manage competing interests.
 - Assure confidentiality of all individual reports related to potential conflicts of interests except as expressly required to comply with this document.
 - Describe options for resolving or managing potential or apparent conflicts.

- Designate an RPO officer responsible for implementing the RPO's procedures for managing actual and potential conflicts.
- Establish reasonable internal audit and records retention schedules for its management of actual and potential conflicts.
- In any case which involves a partially or wholly State-funded research programme, promptly report to the State research funding organisation concerned any unresolved conflict and agree with that State research funding organisation appropriate steps to deal with the conflict.

52 As part of the governance framework for the higher education system, the Higher Education Authority (HEA) is responsible for overseeing good governance practice across the higher education sector and within Higher Education Institutions (HEIs). Good practice includes the management of conflict of interest.

Requirement 10

Implement systems for the sharing of income from the commercialisation of IP within the RPO

- 53 RPOs should share in the benefits of commercialisation of IP arising from their research. The commitment of researchers to commercialisation, taking research outcomes to the marketplace through RPO approved mechanism, is important and should be incentivised.
- 54 RPOs should encourage their researchers to participate in commercialisation, joint R&D Programmes with industry and consultancy, through financial and non-financial incentives and rewards.
- 55 RPOs shall have an IP commercialisation policy and associated procedures in place which include provision for the sharing of royalties and other RPO income from the commercialisation of their IP. These arrangements should provide that income is shared between the RPO itself, the research department(s) involved in the research and the individual Researchers who may be inventors or originators of the commercialised IP. The policy should also detail if/how inventors/originators/creators, contributors and founders may be recognised in respect of equity in spin-out companies.
- 56 The key components of a revenue share policy shall address:
- Description of who can benefit from revenue share.
 - The kinds of direct costs that will be deducted from gross revenue prior to revenue sharing.
 - How revenue from both patented and non-patented IP will be treated.
 - How multiple pieces of IP that underpin a single commercialisation will be treated.
 - The approach to distribution of revenue share (from licence and/or equity amongst multiple inventors/creators/originators).
 - The basis of equity share allocation for the RPO and for RPO Founders.
 - Whether the RPO will share any revenue received from equity or royalty with inventors/creators/originators who have a personal founder's equity interest in a spin-out company.
 - What happens when the RPO takes equity (in whole or part) for a licence including: decision-making on commercialisation route and on equity sale; how the shares, dividends and equity realisation (share sale) are held and distributed.
 - What happens if the RPO invests cash or provides access to facilities or other services to an agreed value to acquire a shareholding in a spin-out company including: decision-making on such investment or commercial arrangement, decision-making to sell equity share, how the shares and equity realisation (share sale) are held and distributed. In such a situation, any proceeds of such shareholding should not be subject to the distribution policy to individuals.
 - Payments to individuals being subject to compliance with applicable taxation provisions as required by law at the time of distribution.



III

Resources supporting the National IP Management Requirements

Resources supporting the National IP Management Requirements

- 57 KTI has made available on its website sample template documents to support the National Management Requirements for use by each RPO in its internal IP management system. When used, the standard documents help ensure consistency around IP management arrangements across Ireland's RPOs.
- 58 Table 1, overleaf, shows how the resources available support application of the ten National IP Management Requirements.
- 59 Section III of the Resource Guide details the template agreements that are available.

Resources supporting the National IP Management Requirements

Table 1 - Resources supporting the National IP Management Requirements

Requirement	Response	Document
1 Adopt and disseminate a policy for IP Commercialisation that includes the Minimum Requirements for an IP Commercialisation Policy	Minimum requirements for an IP Commercialisation Policy are defined in this IP Protocol Resource Guide	IP Protocol Resource Guide, Section I Requirement 1 (3 - 21)
2 Ensure early awareness of the importance of IP management amongst researchers.	Appropriate programme of IP awareness is delivered by the TTO to the RPO researcher community.	<p>An Introduction to IP www.knowledgetransferireland.com/ManagingIP/An-Introduction-to-IP</p> <p>KTI Practical Guide to Managing Intellectual Property and Confidentiality. www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-Managing-Intellectual-Property-Confidentiality.pdf</p>
3 Set obligations of individual researchers to ensure IP is managed in a professional way.	<p>Principal Investigator confirms that - as accountable project leader - he/she is aware of their particular responsibilities in respect of the Collaborative Research Agreement.</p> <p>All researchers involved in the project confirm that they have read and understood the Collaborative Research Agreement.</p>	<p>PI Undertaking – signed between the lead PI and their RPO. www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Principal-Investigator-PI-Undertaking-Template.docx</p> <p>Researcher Undertaking – signed between the Researcher and their RPO. www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Researcher-Undertaking-Template.docx</p>
4 Maintain confidentiality before publication and confidentiality of data provided by others.	Include suitable confidentiality terms and suitable processes for pre-publication review in Collaborative Research Agreement.	<p>KTI Practical Guide to Confidentiality Agreements www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Confidentiality-Agreements.pdf</p> <p>KTI Practical Guide to Collaborative Research Agreements www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Collaborative-Research-Agreements.pdf</p> <p><i>Confidentiality is included in the agreement signed between industry partner and RPO. Collaboration agreements are available for a variety of situations.</i> www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements</p> <p>PI Undertaking – signed between the lead PI and their RPO. www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Principal-Investigator-PI-Undertaking-Template.docx</p> <p>Researcher Undertaking – signed between the Researcher and their RPO. www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Researcher-Undertaking-Template.docx</p>

Resources supporting the National IP Management Requirements

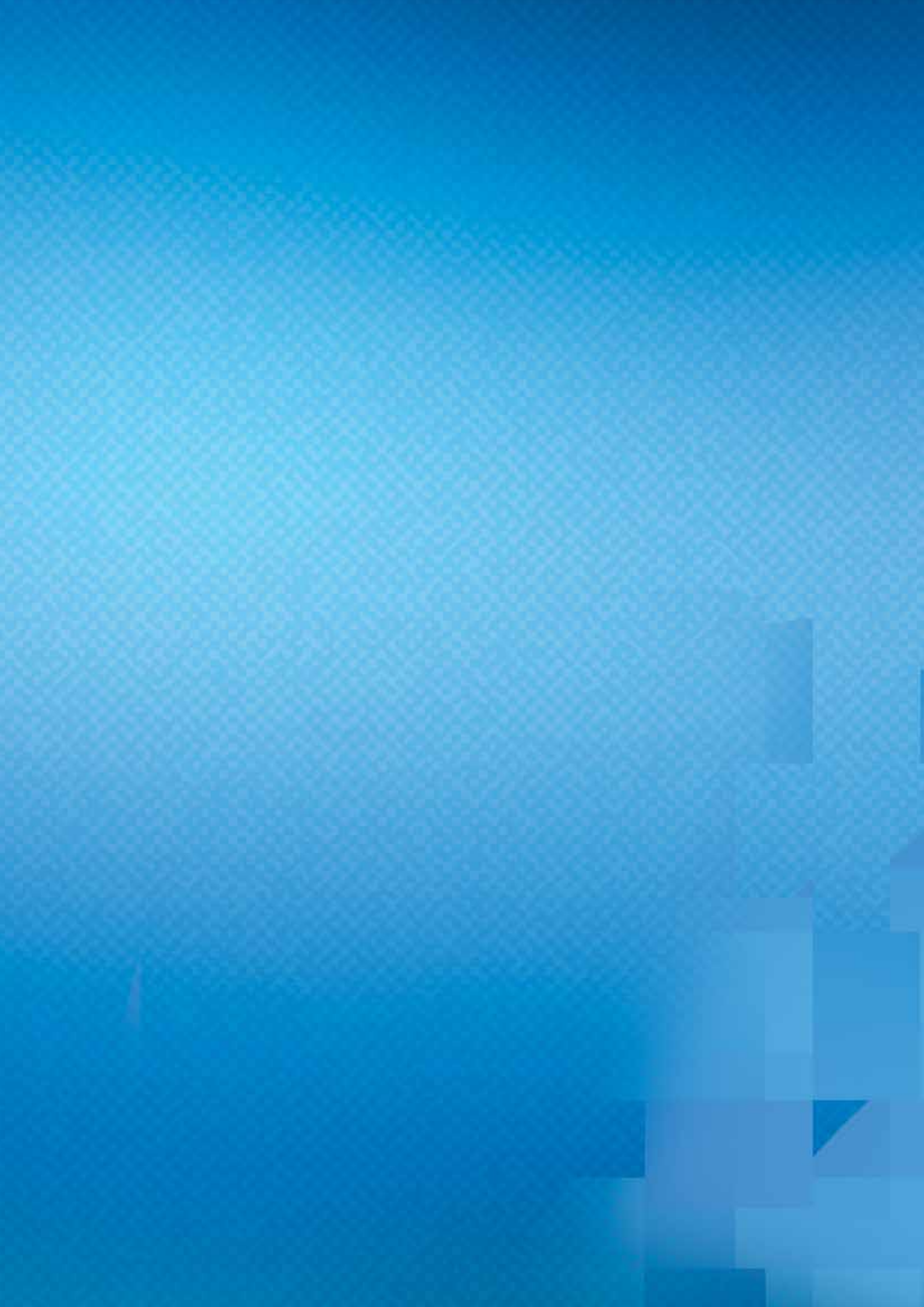
Table 1 - Resources supporting the National IP Management Requirements

Requirement	Response	Document
5 Protect IP including IP arising from research projects and programmes.	<p>Appropriate programme of IP awareness is delivered by the TTO to the RPO Researcher community.</p> <p>RPO has adequate procedures in place. TTO undertakes due diligence and appropriate protection of IP arising from research project or programme and in accordance with terms of Collaborative Research Agreement.</p>	<p>KTI Practical Guide to Managing Intellectual Property and Confidentiality. www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-Managing-Intellectual-Property-Confidentiality.pdf</p> <p>KTI Practical Guide to Collaborative Research Agreements www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Collaborative-Research-Agreements.pdf <i>IP is included in the agreement signed between industry partner and RPO. Collaboration agreements are available for a variety of situations.</i> www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements</p> <p>PI Undertaking – signed between the lead PI and their RPO. www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Principal-Investigator-PI-Undertaking-Template.docx</p> <p>Researcher Undertaking – signed between the Researcher and their RPO. www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Researcher-Undertaking-Template.docx</p> <p>Research Programme Plan Template www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/The-Research-Programme-Plan-Template.docx</p>
6 Introduce Background IP into a project diligently.	<p>Background IP to be introduced into a research project or programme by all parties is detailed in the Collaborative Research Agreement.</p> <p>RPO completes a Background IP Due Diligence Form prior to signature of the Collaborative Research Agreement.</p>	<p>KTI Practical Guide to Collaborative Research Agreements <i>Background IP is included in the agreement signed between industry partner and RPO.</i> www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Collaborative-Research-Agreements.pdf</p> <p>Background IP Due Diligence Form. www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Background-IP-Due-Diligence-Form-Template.docx</p>
7 Conduct appropriate due diligence before licensing IP.	<p>Researcher and TTO complete Innovation/IP Disclosure Form.</p>	<p>Innovation/IP Disclosure Form <i>Prepared and signed by researchers/inventors and TTO during course of the project as new IP arises.</i> www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Innovation-IP-Disclosure-Form-Template.docx</p>

Resources supporting the National IP Management Requirements

Table 1 - Resources supporting the National IP Management Requirements

Requirement	Response	Document
8 Maintain records of IP and licences.	TTO has robust IP and licence management systems and databases in place.	RPO internal documents and databases Innovation/IP Disclosure Form - prepared and signed by researchers/inventors and TTO during course of the project as new IP arises. www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Innovation-IP-Disclosure-Form-Template.docx
9 Manage conflicts of interest.	RPO has published policy for management of conflicts of interest. Examples of conflicts of interest in relation to IP Commercialisation are included in this IP Protocol Resource Guide.	RPO policy document. IP Protocol Resource Guide, Section I Requirement 9 (46-52) KTI Practical Guide to Role of Directors and Observers www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-the-Role-of-Directors-Observers-.pdf
10 Implement systems for the sharing of income from the commercialisation of IP within the RPO.	RPO has published policy and associated processes for IP commercialisation which references revenue share in respect of licensing and spin-out company equity. Key components of a revenue share policy are defined in this IP Protocol Resource Guide	RPO policy document. IP Protocol Resource Guide, Section I Requirement 10 (53 - 56)



III

Model Agreements

- 60 A range of resources is available on the KTI website at www.knowledgetransferireland.com to assist industry and entrepreneurs working with the research base in Ireland. The Practical Guides that help to navigate legal agreements and associated Model Template Agreements and other template documents are available to download and use. These include:
- A suite of Model Agreements and Practical Guides to assist in a variety of contracting scenarios between industry parties and RPOs.
 - Sample documents to assist in preparing for research agreements between industry and RPOs.
 - A Practical Guide, Model Agreements and related documents involved during the development of spin-out companies.
 - Guides to intellectual property.
 - A Guide to Understanding EU State Aid Legislation in Research, Development and Innovation with RPOs.
- 61 KTI is the custodian of these resources and is responsible to expand and update them.
- 62 Table 2 below shows the Model Agreements and guides available.

Table 2 - Model Agreements and associated guides

2.1 General		
Document	What it covers	Location
Overview to the Model Agreements	A summary of the Model Agreements available including how and when to use them.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Overview-to-the-Model-Agreements.pdf
KTI Practical Guide to Legal Issues in Contracts with RPOs	Provides a brief, practical overview of some legal issues that are commonly encountered when drafting and negotiating contracts with Irish Higher Education Institutions or State Research Organisations ("RPOs"). The guide is divided into two main parts: a discussion of general legal issues that arise with many different types of contract; and a glossary of selected words that are encountered in commercial contracts or legal practice.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Legal-Issues-in-Contracts-with-RPOs.pdf
KTI Practical Guide to Understanding EU State Aid Legislation in Research, Development & Innovation with RPOs.	This Guide provides an overview of EU State Aid Legislation as it applies to research and development and innovation in the context of the activities undertaken by and with RPOs, including examples to illustrate when issues of State Aid may need to be considered. It is designed to help understanding of the topic. Whether specific activities comply with the legislation needs to be determined on a case by case basis with reference to the EU regulations and taking professional advice as required.	<p>KTI Practical Guide to Understanding State Aid Legislation in Research and Development and Innovation with RPOs</p> <p>www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/Practical-Guide-to-Understanding-EU-State-Aid-Legislation-in-Research.pdf</p> <p><i>See also</i></p> <p>EU state aid policy in detail:</p> <p>www.ec.europa.eu/competition/state_aid/overview</p> <p>European Commission Communication "Framework for state aid for research and development and innovation"</p> <p>www.ec.europa.eu/competition/state_aid/modernisation/rdi_framework_en.pdf</p>

Table 2 (continued) - Model Agreements and associated guides

2.2 Confidentiality Agreements		
Document	What it covers	Location
KTI Practical Guide to Confidentiality Agreements	A Confidential Disclosure Agreement (CDA) is a contract governing the disclosure of confidential information from one party to another – the disclosure may be mutual (i.e. both/all parties disclosing confidential information), or just disclosure by one party to the other.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Confidentiality-Agreements.pdf
Model Confidential Disclosure Agreement- One Way (CDA)	A contract governing the disclosure of confidential information from one party to another. It ensures that the recipient understands that the information disclosed must be kept secret and that they are legally bound to do so. Also referred to as a Non-Disclosure Agreement (NDA)	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Confidential-Disclosure-Agreement-One-Way-CDA.docx
Model Confidential Disclosure Agreement- Two Way (CDA)	A two-way CDA is a contract governing the disclosure of confidential information of two parties between each other. It ensures that both parties will keep secret any information disclosed by one to another. Also referred to as a two-way Non-Disclosure Agreement (NDA)	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Confidential-Disclosure-Agreement-Two-Way-CDA-.docx

Table 2 (continued) - Model Agreements and associated guides

2.3 Licence Agreements		
Document	What it covers	Location
KTI Practical Guide to Term Sheets for Licence Agreements	A Term Sheet records key terms of the proposed agreement before the parties engage in detailed negotiations over the wording of the final contract. May also be referred to as: Heads of Agreement; Heads of Terms; Memorandum of Understanding; Letter of Intent.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Term-Sheets-for-Licence-Agreements.pdf
Model Non-Binding Term Sheet for Licence Agreement	A non-binding Term Sheet that focuses on agreed key commercial issues, at a 'headline' level, without getting into too much detail.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Binding-Term-Sheet-for-Licence-Agreement.docx
KTI Practical Guide to Licence Agreements	In an IP licence agreement an owner of intellectual property (the licensor) permits another person (the licensee) to engage in activities that, in the absence of the licence agreement, would infringe the licensor's legal rights attaching to the intellectual property. This guide offers practical advice on Exclusive and Non-Exclusive Licences; how and when to use them; Field and Territory; and provides drafting tips.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Licence-Agreements.pdf
Model Licence Agreement - Exclusive	In an Exclusive Licence, only the licensee is licensed to use the IP to make and sell Licensed Products.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Licence-Agreement-Exclusive.docx
Model Licence Agreement - Non-Exclusive	In a Non-Exclusive Licence, rights can be granted to an unlimited number of licensees.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Licence-Agreement-Non-Exclusive.docx
KTI Practical Guide to Software Licence Agreements	Describes the wide range of documents and deal structures that can be used to license software.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Software-Licence-Agreements.pdf
Model Exclusive Software Licence Agreement	Licence of rights from one party to another, with provisions that are specific to software licensing, particularly the clauses that describe the rights being granted, the obligations to supply a copy of the software, and the restrictions regarding the use of the software.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Exclusive-Software-Licence-Agreement.docx

Table 2 (continued) - Model Agreements and associated guides

2.3 Licence Agreements (continued)		
Document	What it covers	Location
Model Non-Exclusive Software Licence Agreement (Fee Bearing, No Royalties)	A licence of rights that allows commercial use of the software in a particular Field and Territory. In a Non-Exclusive Licence rights can be granted to an unlimited number of licensees. Associated fees in this licence do not include royalties.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Exclusive-Software-Licence-Agreement-Fee-Bearing-No-Royalties-.docx
Model Non-Exclusive Software Licence Agreement (Fee Bearing and Royalties)	A licence of rights that allows commercial use of the software in a particular Field and Territory. In a Non-Exclusive Licence rights can be granted to an unlimited number of licensees. Associated fees in this licence include royalties.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Exclusive-Software-Licence-Agreement-Fee-Bearing-and-Royalties-.docx
Model End User Software Licence Agreement – Signature Version	Licence in which the licensee is an end user of the software rather than a developer or someone who is seeking to sell or licence it to others.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-End-User-Software-Licence-Agreement-Signature-Version.docx
Model End User Software Licence Agreement – Website Version	Licence in which the licensee is an end user of the software rather than a developer or someone who is seeking to sell or licence it to others. This form of agreement is for use on a website and assumes that the End User will download the software from the website and accept the terms by clicking on an “I accept” button.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-End-User-Software-Licence-Agreement-Website-Version.docx
Non-Exclusive Royalty Free (NERF) Licence	A non-exclusive and royalty free licence to Foreground IP arising from research under a Collaboration Agreement in which the Licensee contributed minimum defined costs of the programme.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Exclusive-Royalty-Free-NERF-Licence-Agreement.docx

Table 2 (continued) - Model Agreements and associated guides

2.4 Option Agreements		
Document	What it covers	Location
KTI Practical Guide to Option Agreements	Describes the types of arrangements to access IP and technology for a defined period prior to deciding to execute a licence.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Option-Agreements.pdf
Model Option Agreement	An Option Agreement grants a right to the recipient to either negotiate for or to enter into a licence within a defined period.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Option-Agreement.docx
Model Option & Evaluation Agreement	An Option & Evaluation Licence allows the recipient to use certain technology for a defined period and for the limited purpose of assessing the technology. The licence to evaluate is not a substitute for a commercial licence.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Option-Evaluation-Agreement.docx

Table 2 (continued) - Model Agreements and associated guides

2.5 Assignment Agreements		
Document	What it covers	Location
KTI Practical Guide to Assignment	An IP assignment is a contract that transfers ownership of intellectual property from one person or organisation to another. The assignor loses control of the assets from the date of assignment as the new owner will usually be able to do what it likes with the IP, including transferring ownership to another party, and if a new owner breaches any of its obligations, this will not usually affect the new owner's ownership of (or right to use) the IP.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Assignment.pdf
Model IP Assignment	Assignment of patents and other items of intellectual and physical property.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-IP-Assignment.docx
Model Patent Assignment	Assignment of patents only.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Patent-Assignment.docx
Model Confirmatory Assignment	Confirmatory assignments from inventors/creators to their employer are used in most instances to give assurances to a party that it owns all the necessary rights to a particular package of IP. Ownership of IP produced in the course of employment (i.e. in the circumstances envisaged by the relevant statute for the IP in question) is typically dealt with in a supplemental manner in individuals' contracts of employment, but it is often much easier to provide the potential assignee with copies of confirmatory assignments than it would be to show copies of individuals' employment contracts.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Confirmatory-Assignment.docx

Table 2 (continued) - Model Agreements and associated guides

2.6 Material Transfer Agreements		
Document	What it covers	Location
KTI Practical Guide to Material Transfer Agreements	A material transfer agreement ("MTA") is a contract governing the transfer of materials between Researchers. The Researchers might be employed by universities, research institutions or commercial companies or be private individuals. The supplier/provider of the materials (the "Provider") is usually the organisation owning the materials but may sometimes be an authorised licensee.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Material-Transfer-Agreements.pdf
Model Material Transfer Agreement - Inward (MTA)	The Inward MTA governs the supply of materials into an RPO.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Material-Transfer-Agreement-Inward-MTA-.docx
Model Material Transfer Agreement - Outward (MTA)	The Outward MTA governs the supply of materials from an RPO.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Material-Transfer-Agreement-Outward-MTA-.docx

2.7 Consultancy Agreements		
Document	What it covers	Location
KTI Practical Guide to Consultancy Agreements	A consultancy agreement is one under which services are provided to a client in exchange for a commercial fee. This Guide provides information about how agreements relating to consultancy services by an RPO may be drafted and interpreted.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Consultancy-Agreements.pdf
Model Consultancy Agreement	Contract under which the RPO provides specific services to a third party.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Consultancy-Agreement.docx

Table 2 (continued) – Model Agreements and associated guides

2.8 Research Agreements		
Document	What it covers	Location
KTI Practical Guide to Collaborative Research Agreements	This Guide explains the issues to consider when preparing and negotiating Collaborative Research agreements between industry and an RPO. It includes a decision guide to assist in the choice of the type of research agreement that should govern the research project or programme and a Decision Tree to help determine how IP should be accessed by the industry party.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Collaborative-Research-Agreements.pdf
Model Collaborative Research Agreement – wholly industry funded	A template contract for the situation in which an industry party and an RPO work on a research project or programme of mutual interest, wholly funded by the industry party.	https://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/KTI-Model-Wholly-Funded-Collaborative-Research-Agreement.docx
Model Collaborative Research Agreement – part-funded by industry	A template contract for the situation in which an industry party and an RPO work on a research project or programme of mutual interest which is funded in part by the industry party and part by the State.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/KTI-Model-Part-Funded-Collaborative-Research-Agreement.docx
Multi-Party Consortium Contract	Contract under which several industry parties and an RPO (or RPOs) work on a research project of mutual interest.	www.desca-2020.eu/about-desca/what-is-desca
2.9 R&D funder specific contracts		
Document	What it covers	Location
Enterprise Ireland Innovation Partnership Programme Guidelines	Guidelines for drafting the Intellectual Property Termsheet required as part of the application for funding under the Enterprise Ireland Innovation Partnership Programme.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/Enterprise-Ireland-Innovation-Partnership-Programme-Guidelines.pdf
Enterprise Ireland Innovation Partnership Programme Heads of Agreement Termsheet	In the termsheet, the parties set out the principal terms and conditions that relate to Intellectual Property created in the course of the Innovation Partnership Programme project.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Enterprise-Ireland-Innovation-Partnership-Programme-Termsheet-Template.docx

Table 2 (continued) – Model Agreements and associated guides

2.10 Spin-out company agreements		
Document	What it covers	Location
KTI Practical Guide to Spin-out Agreements	This describes the various agreements relating to spin-out companies and how they may inter-relate.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-Spin-Out-Company-Agreements.pdf
Term Sheet for a Spin-out Company Shareholders Agreement	This sets the framework for the ongoing relationship and details the key items that will be incorporated into the more detailed Shareholders Agreement.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Term-Sheet-for-a-Spin-out-Company-Shareholders-Agreement.docx
Shareholder Agreement	Outlines the shareholders' rights and obligations and how the company will be managed and operated. The Model Shareholders Agreement is applicable to spin-out at an early stage.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Shareholder-Agreement.docx
IP Licence for a Spin-out	The agreement relating to the licensing of IP in the specific context of a spin-out company and its successes and is usually signed at the same time as the Shareholders & Subscription Agreement(s).	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/IP-Licence-for-a-Spin-out.docx
Option to an IP Licence for a Spin-out	An option to take a licence to IP to certain milestones, such as successful fundraising, may be offered to the spin-out company at the initial stage of formation.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Option-to-an-IP-Licence-for-a-Spin-out.docx
Stand Still Letter	A simple letter of understanding offered at the initial stage of spin-out project development or at company formation in which the RPO commits not to market or license the IP to any third parties for an agreed period.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Stand-Still-Letter.docx
KTI Practical Guide to the Role of Directors and Observers	Summary document describing the statutory and fiduciary duties of directors and associated liabilities. It suggests issues to consider when acting as a director or observer to a Board.	www.knowledgetransferireland.com/Model-Agreements/Practical-Guides/KTI-Practical-Guide-to-the-Role-of-Directors-Observers-.pdf
Institute of Directors (IOD): Directors Handbook	Available to purchase from the IOD Free to IOD members	www.iodireland.ie/resources-policy/publications/third-edition-directors-handbook-association-mccann-fitzgerald
Company Constitution	Sets out the rules governing a company and its activities and defines the relationship between the company, shareholders, directors and other officers of the company.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Company-Constitution.docx
Letter of Appointment of Non-executive Director	This describes the obligations and expectations on a company director.	www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Letter-of-Appointment-of-Non-executive-Director.docx
Guide to Venture Capital	A guide produced by the Irish Venture Capital Association (IVCA), free to access from their website.	http://www.ivca.ie/wp-content/uploads/2018/07/GVC9.2.pdf

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IV

Knowledge Transfer Structures

- 63 Ireland benefits from a nationally integrated knowledge transfer (KT) system which supports and stimulates industry-RPO engagement, the creation of new companies and the commercialisation of the outputs of research that reinforces Ireland's reputation as a great place for industry to do business.
- 64 KT covers the broad range of ways in which knowledge, technology and IP are shared between the research base and industry. Technology Transfer (TT) is a term often used to describe the commercialisation activities that underpin much of this exchange.
- 65 This section describes the support network of Technology Transfer Offices (TTOs) and explains how they link with the national office, Knowledge Transfer Ireland (KTI) and other local RPO support functions. It provides clarity for all stakeholders including domestic and international industry and entrepreneurs, the RPOs, the State research funding organisations and researchers on the functions, responsibilities and accountability of this system.
- 66 More information on the KT system, TTOs and KTI, including contacts can be found on the KTI website (www.knowledgetransferireland.com).

A competitive knowledge transfer system

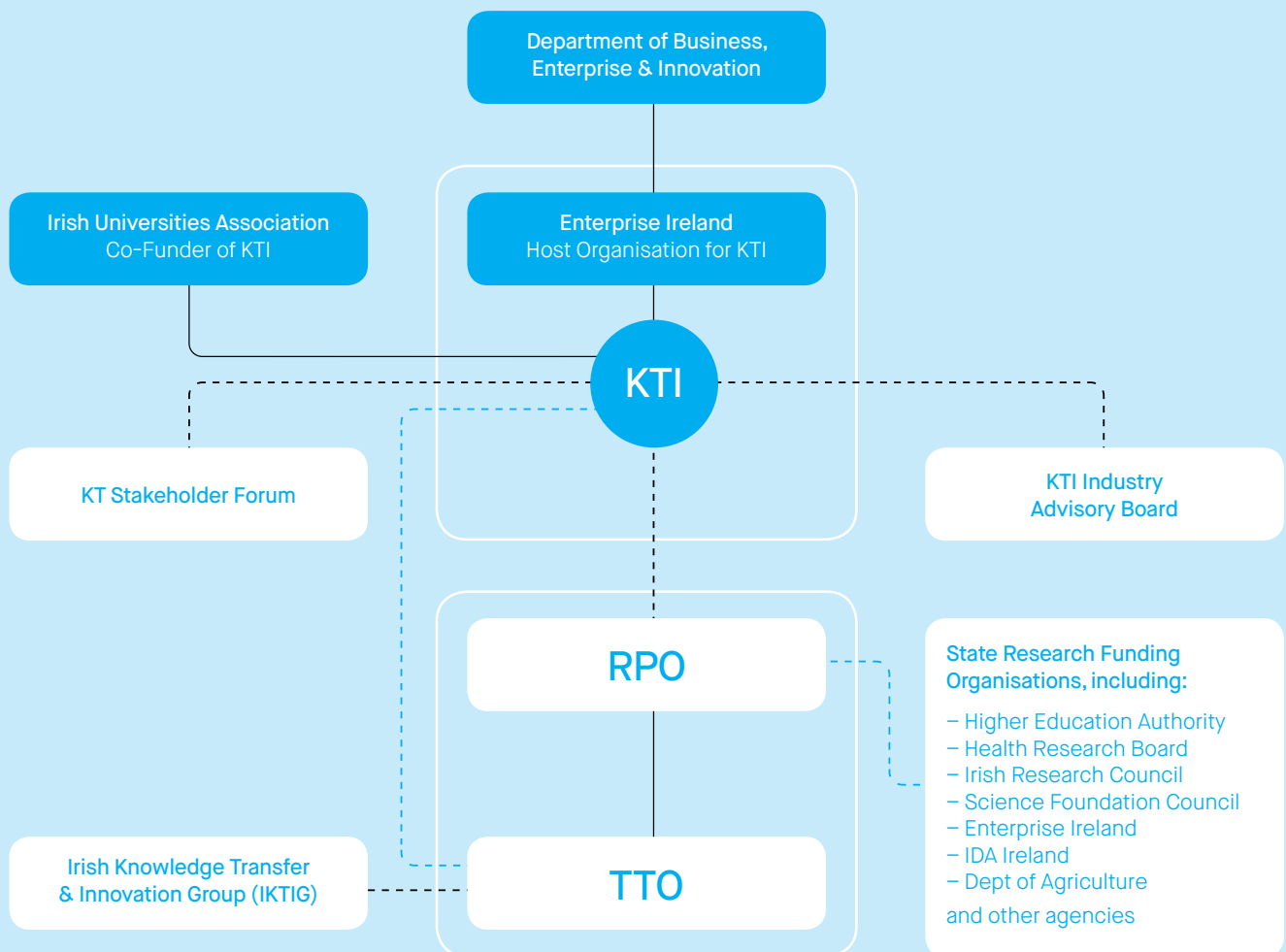
- 67 Ireland's vision is to develop a global reputation for effective partnership with industry and efficient commercialisation of ideas, know-how and intellectual property (IP) arising from State funded and industry co-funded research in the country's RPOs.
- 68 Ireland has developed a networked national system of RPO TTOs tasked with delivering a predictable approach to industry-RPO relationships and commercialisation. This includes mechanisms for continuous improvement and refinement over time.
- 69 The aims of this national system are:
 - Accessibility for industry and entrepreneurs, which involves:
 - Making it simple to understand how to engage with the State funded research system through IP acquisition, research collaboration, new venture creation or access to expertise, specialist equipment or facilities.
 - Availability of a nationally comprehensive single resource for anyone wishing to know what expertise, research and IP is available within the State funded research system, and how to gain access to it.
 - Flexibility and responsiveness:
 - A national system that appreciates the business need for flexibility and works hard to respond in a consistent and timely way.
 - Effective interface between industry, entrepreneurs and the research community:
 - Knowledgeable and trusted people to deal with commercially oriented academic researchers.
 - Professional and prompt level of service to the research community.
 - Regular and relevant communications and training for the research community.
 - Easy to operate professional processes and systems, consistent in their principles across all RPOs.
 - TTO industry/sector expertise that complements the research community.
 - High standards and performance:
 - A more consistent approach with regard to funding terms and the application of national policies on a range of commercialisation related issues, including contracting and the way in which IP arising from RPOs is managed.
 - National understanding of the various ways to create value for the Irish economy which are reflected in KT deals.
 - A broad and comprehensive set of metrics to drive KT for the benefit of Ireland.
 - An open and transparent system of measuring and reporting Key Performance Indicators (KPIs) and metrics in order to continuously develop and improve the system.

- Sound governance and interaction with KT stakeholders:
 - Clearly understood governance arrangements which apply throughout the KT system, while accommodating the wide variety of organisations involved such as policy makers, State research funding organisations, RPOs and industry.
 - Mechanisms for continuous improvement and for capturing viewpoints from those involved in KT (researchers, RPOs, TTOs, industry and entrepreneurs) to help refine and improve the KT system.
 - Clear decision making and dispute resolution systems and processes.

Governance and reporting arrangements within the national knowledge transfer system

70 The following Figure 1 outlines how various bodies interact within the national knowledge transfer system.

Figure 1 - Overview of the Knowledge Transfer System



Legend
 — Management or Reporting Arrangement
 - - - Advisory or Supporting Arrangement
 - - - - Accountability and Reporting Arrangement

The Technology Transfer Office (TTO)

- 71 TTO staff are a local and national resource.
- 72 A TTO's primary role is to ensure effective and appropriate commercialisation of outputs from the research base to maximise the economic and societal benefits to Ireland from research.
- 73 The TTO holds a senior position in the RPO in which it is located and represents that RPO in technology transfer, IP and licensing matters.
- 74 The TTO drives the commercialisation of RPO IP following the national policy and frameworks for licensing, spin-outs and IP management.
- 75 The TTO performs regular assessment of how the requirements under this IP Protocol have been implemented within the RPO.
- 76 The TTO works with the RPO to set targets for KT and delivers performance against the agreed targets.
- 77 The TTO markets IP and commercial opportunities from the RPO, provides PR and communications and maintains targeted liaison with industry.
- 78 The TTO generates material on commercial opportunities and shares information about identified early stage opportunities with KTI.
- 79 The TTO manages relationships with Researchers and provide awareness and training for Researchers.
- 80 TTOs work as part of a network with each other and with KTI.
- 81 TTOs work with KTI and with each other to share best practice and to implement common practices and templates to support simplified engagement for entrepreneurs and industry.
- 82 TTOs work with KTI on effective use of resources in the entire TT system to ensure that it is fit for purpose and avoids unnecessary duplication of functions in each TTO.
- 83 TTOs need very clear strategic, financial and management support from their parent RPOs. This enables them to deliver to their remit and to continue their development.
- 84 TTOs are part-funded by Enterprise Ireland through the Technology Transfer Strengthening Initiative (TTSI) funding programme.

Knowledge Transfer Ireland (KTI)

- 85 The State supports a national office, Knowledge Transfer Ireland (KTI).
- 86 KTI's overall purpose is to deliver an efficient and productive KT system for the benefit of Ireland, the country's RPOs and of the Enterprise sector.
- 87 KTI provides a unique portal for industry and entrepreneurs through its website www.knowledgetransferireland.com through which users may navigate across the entire RPO sector; identify complementary synergistic skill-sets and research capabilities in the RPOs; access the right people in TTOs; access the national register of available Intellectual Property for licensing and a directory of research expertise.
- 88 KTI offers a suite of resources for industry, including template Model Agreements and associated Practical Guides that are an adjunct to this document, designed to provide a starting point for industry-RPO contracting. KTI also provides a range of additional guides and template documents that support R,D&I with the research base.
- 89 Through the R,D&I Funding Tool, KTI provides information on available funding supports for industry.
- 90 In certain cases KTI may offer practical support. This may be especially appropriate in the case of complex multi-party arrangements, where the specialist skills of KTI and its ability to bring together contributions from a network of TTOs can be called upon. In certain situations, KTI may assist in facilitating dispute resolution.

- 91 KTI is responsible for the implementation of policy and will help all parties to achieve a consistent interpretation of policy, processes and definitions of terms as they relate to KT and TT. It maintains and develops key national tools for use by industry and RPOs, such as model Term Sheets to facilitate initial discussions; Model Agreements and Practical Guides. KTI works to improve standard documents to fulfil requirements set out in the National IP Management Requirements, See Section I above, through consultation with other relevant organisations.
- 92 KTI is responsible for managing the Technology Transfer Funding Programme that supports TTOs and for evaluating and reporting on performance under the TTSI programme and for monitoring and reporting the performance of the national knowledge transfer system using appropriate key performance indicators. KTI publishes the Annual Knowledge Transfer Survey (AKTS) that tracks system performance.
- 93 A key role of KTI is to raise awareness of and to promote the successes arising from co-developed ideas and the opportunities available for co-development, in order to attract new industries to engage in research and contracting with RPOs.
- 94 KTI is responsible for ensuring the continuous improvement of the National IP Protocol and for publishing updated versions as required, including keeping this framework and its tools up to date and ensuring that the tools are deployed consistently across the RPOs.
- 95 KTI is hosted by Enterprise Ireland (EI) and co-funded by EI and the Irish Universities Association (IUA). It produces an annual operating plan, including activities to support the development of the whole KT and TT system, and executes the plan under the day-to-day supervision of EI, with dual accountability to the co-funder IUA. KTI resides physically and operationally within EI. KTI publishes an Annual Review.
- 96 KTI is advised by an Industry Advisory Board with representations drawn from SME, MNC, entrepreneurs and investor communities across a range of sectors. KTI also convenes the KT Stakeholder Forum which brings together the accountable leads for KT from the main research and innovation agencies and representatives from RPO and TTO bodies.
- 97 KTI also maintains the attractiveness and performance of the national TT system by setting high standards, developing common commercial approaches and work practices, and supporting compliance with these standards and practices throughout the system.
- 98 KTI acts as a conduit for sharing good practice among the TTOs to ensure a consistent and networked national ecosystem. It provides support to TTOs in developing and implementing IP management processes. It does not have authority to overrule a TTO, but may advise the State research funding organisations of any breach by a TTO of this Framework's mandatory requirements.
- 99 KTI itself must maintain a clear identity as the national authority and resource for KT and TT, with an active and open dialogue with industry groups on a regular basis. It must maintain inspiring leadership and needs the best talent available with expertise and track record in research and commercialisation, licensing and marketing. It may complement its own resources by using service providers such as law firms, patent agents and commercial opportunity assessors, where this is good for quality and value for money.

RPOs

- 100 RPOs have a major part to play in Ireland's innovation ecosystem as providers of education, talent, research, expertise, technology and IP. RPOs need to combine their existing teaching and academic priorities with this growing role in innovation, both strategically and operationally. Researchers are key players in supporting this innovation ecosystem, by showing leadership to their colleagues in a changing academic cultural environment.
- 101 Senior management in RPOs need to reflect the importance of the TTO in the RPO organisational structure and be very clear to all parties where decision-making authority rests for commercial decisions on patenting strategy, licensing strategy and collaboration objectives. Where possible they need to empower the TTO to make these decisions and strive to avoid complex processes internal to the RPO that delay swift transactions between industry and the RPO.

State Research Funding Organisations

- 102 Much of the research undertaken in RPOs is funded by State research funding organisations, either directly through programmes of research or indirectly through support for researchers, students and infrastructure. Ultimately State funding for research is aimed at producing benefits for the economy and society in Ireland through the creation of a skilled workforce, nationally and internationally recognised research excellence and the application of research including through engagement with industry and commercialisation.
- 103 State research funding organisations and state innovation funding agencies must apply the policy and framework in the national IP Protocol consistently across their programmes of funding support. They must be clear and consistent in their terms and conditions and issue guidance notes as required. They will work with KTI to this end and KTI will review and advise, as necessary, an implementation of this framework.

Industry and entrepreneurs

- 104 Industry and entrepreneurs have an important role to play in an effective national innovation ecosystem and functioning TT system. It is important that industry and entrepreneurs understand the imperatives for RPOs, familiarise themselves with the ways in which RPOs operate, including their constraints and that potential industry partners and entrepreneurs avail of the resources available to them via KTI.
- 105 While many industrial partners also publish in academic journals, industry must recognise that publication is a very significant indicator of quality in an RPO and therefore accept that this is an essential part of an industry-RPO partnership. Proper arrangements for managing publication, which protect the legitimate commercial interests of the industry partner while respecting the RPO's need to publish, should be clarified at the start of a new research programme.
- 106 Industry and entrepreneurs should also recognise that many RPO Researchers engage in research, analysis, and teaching that lead to ideas and concepts which are of excellent quality but which have no real or immediate commercial value. Even so, this activity is valuable to Ireland and is a legitimate part of the academic mandate.
- 107 Industry and entrepreneurs should understand that the nature of the academic environment means that, unlike commercial organisations, an RPO can offer only limited contractual assurances in relation to the IP that they use, create and commercialise and in relation to their collaborative research activities.

Meaning of Terms

Annual Knowledge Transfer Survey (AKTS)

The national survey which collects, collates and summarises the outcomes of Commercialisation activity from State-funded research.

Background IP

Any Intellectual Property, including in any Material, (regardless of the form or medium in which they are disclosed or stored) (i) licensed or owned by any party to a research contract prior to the beginning of any programme; or (ii) generated or licensed independently of the programme by that party; and which is brought into or used as part of the programme and excluding (for the avoidance) of doubt any IP created by any party to a research contract during the performance of the programme.

Collaborative Research

Work involving research of mutual interest where an industry party works with an RPO.

Collaborative Research: part industry-funded

Collaborative Research in which the programme is funded partly by the State and partly (in cash and/or in kind, including participation in the research itself) by the industry party (parties); Collaborative Research may involve two or more parties.

Collaborative Research: wholly industry-funded

Collaborative Research in which the industry party meets the full economic cost of carrying out the programme.

Commercialisation

The use of IP to create, conduct or develop a commercial activity. This may involve exclusive or non-exclusive licensing or assignment of the IP, may lead to new company formation or the introduction of new or improved products or services. In the higher education sector, commercialisation is a part of the "third mission" within the institutions' functions of teaching, research and contribution to industry.

Enterprise

A commercial or not-for-profit legal entity, including but not limited to a start-up, spin-out from an RPO, a small or medium enterprise, a large national corporation and a multi-national corporation headquartered inside or outside Ireland.

Field

Field of use/area of application

Founder

Spinout company founders may come from the RPO and/or be external to the RPO. All should be contributing to the creation and development of the company and will be taking some risk through their involvement. For example, financial investment, time contribution.

HEA

Higher Education Authority

HEI

Higher Education Institution

Industry

A collective term for commercial or "for profit" enterprises.

Industry Advisory Board (IAB)

The advisory group to KTI with representatives drawn from SME and MNC companies, entrepreneurs and investor communities across a range of sectors.

Industry party

A commercial or "for profit" enterprise engaging with an RPO.

Meaning of Terms

Intellectual Property, IP or IPR

Patents, trademarks, service marks, registered designs, drawings, utility models, design rights, business ideas, concepts, inventions, discoveries, breeders' rights, copyright (including the copyright in software in any code), database rights, know-how, trade secrets and other confidential information, technology, business or trade names, goodwill and all other rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not, and including all applications and the right to apply for any of the foregoing rights

Knowledge Transfer Ireland (KTI)

The national office responsible for the knowledge transfer (KT)/technology transfer (TT) system in Ireland.

KT Stakeholder Forum

The group that brings together accountable leads for KT from the main research and innovation agencies and HEI and TTO association representatives.

Model Agreements

A set of template agreements maintained by KTI, and updated from time to time, which can be found at www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements

Principal Investigator (PI)

The lead Researcher on a programme. Carries a particular responsibility for compliance with the RPO's IP management system throughout the programme.

Project or Programme

A set of agreed research activities.

Programme Plan

A description of the programme of work and who will carry it out. The Programme Plan should include all the technical aspects of the programme and the deliverables.

Publication

The publication of research results or of any part of IP resultant from any research programme, in any public format or fora, including (without limitation) journals, conference proceedings, conference abstracts, conference presentations, Ph.D./M.Sc./B.Sc. thesis, website.

Research Performing Organisation or RPO

Any organisation that performs research funded at least in part by the State; the term includes universities, institutes of technology, Teagasc, NIBRT, clinical research facilities or translational medicine facilities based at hospitals and other publicly funded research institutions.

Researcher

A researcher named in a Programme Plan/programme and such other employees (part time or full time), Post Doctoral fellows, visiting scholars, PhD and other students, visiting researchers, as well as consultants, hospital consultants, subcontractors, and any other individuals engaged or involved in the programme at any time, for or on behalf of the RPO (whether or not engaged by contract). Researchers involved in a programme may also be from the industry party.

RPO

Research Performing Organisation

State research funding organisations

Organisations which distribute funding provided by the State to RPOs, including but not limited to the Higher Education Authority (HEA), Irish Research Council (IRC), Science Foundation Ireland (SFI), Enterprise Ireland (EI), IDA Ireland and other government funding agencies.

Technology Transfer Strengthening Initiative (TTSI)

The Enterprise Ireland programme of funding to support technology transfer and research commercialisation within RPOs, see KTI Website http://www.knowledgetransferireland.ie/Research_in_Ireland/Technology-Transfer-Offices/

Technology Transfer Office or TTO

A team within an RPO which leads work to identify and commercialise IP arising from research by that RPO and is empowered, within limits of authority set by the RPO and subject to supervision by KTI as to its compliance with the requirements of this document, to select the optimum commercialisation strategy in each case, conduct negotiations with external organisations (including industry parties) and conclude agreements with those organisations. The primary goal of the TTOs is to maximise the economic and societal benefits to Ireland of RPO contributions to industry, in general, and of IP commercialisation.

