University Secretary’s Office

Student Intellectual Property Rights Policy

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1. What is Intellectual Property

and why is it important?

Intellectual Property (IP) is a term used to cover any inventive product of the human

mind. IP can either be tangible such a physical work of art, or intangible such as a scientific process.

Generally, IP rights are rights granted to creators and owners of works that are the result of their intellectual creativity. They are given some protection by the law,

namely to ensure that the creator or owner can control the use and exploitation of

their work.

Some IP rights (namely patents and trademarks) require registration to gain

protection, whilst others (particularly copyright) require **no** formal registration

process and protection arises automatically.

IP rights includes but is not limited to copyright, performance rights, design rights, patents, trademarks and moral rights.

The primary piece of legislation in the United Kingdom is the

Copyright, Designs and Patents Act 1988 (as subsequently amended).

**University Copyright**

The University has dedicated copyright web pages where you can find information

on copyright and related IP, and University practice and procedure:

<http://uso.southwales.ac.uk/ig/ip/>

**Intellectual Property Office**

Further information on IP is also available at the Intellectual Property Office website:

<https://www.gov.uk/government/organisations/intellectual-property-office>

2. What is the University’s Policy on Student Intellectual Property?

The University of South Wales takes the management of Intellectual Property (IP) seriously, and wants to encourage

the creation of IP by both staff and students.

This policy aims to protect the interests of both students and the University and is to be interpreted in a spirit of reasonableness. Its purpose is to clarify ownership of IP rights, their exploitation and possible revenue sharing.

It is University of South Wales policy that:

**2.1** Generally in the majority of cases students will own the rights in the IP they create as part of their studies. This includes but is not limited to: undergraduate theses, graduate theses or dissertations; inventions, discoveries, creations and new technologies conceived or first reduced to practice by a student as a work product (including homework assignments, laboratory experiments, and special and independent study projects).

**2.2** Students licence the University to make certain uses of their IP.

**2.3** Where appropriate, the University will request a licence or an assignment of IP rights from a student depending on the nature of support, staff collaboration and/or funding provided to the student so that the work may be exploited for the benefit of the University specifically and for the benefit of society more generally.

**2.4** Intellectual property rights in a work should always be protected.

**2.5** Students / the University should not infringe the rights of others who own and control Intellectual Property.

**2.6** The University will meet its obligations to those bodies providing funding, which may include, where appropriate, the management and exploitation of Intellectual Property.

This policy should be read in conjunction with the University’s Staff Intellectual Property Rights Policy where appropriate.

3. Regulations Relating to

Student Intellectual Property

It is intended that these Regulations will apply to all students of the University of South Wales, (meaning all persons enrolled on a course of learning, to include both undergraduates and postgraduates, an including both credit and non-credit bearing courses).

On enrolment students enter into a legally binding agreement to be personally responsible for the effective management of intellectual property (IP). Failure to comply with the enrolment form provisions and University policies will be considered a disciplinary matter and will be dealt with under the University’s standard procedures.

**A.** Definitions

**1.** “Research” includes original investigation undertaken in order to gain knowledge and understanding. It excludes routine testing and routine analysis of materials, components and processes such as for the maintenance of national standards, as distinct from the developments of new analytical techniques. It also excludes the development of teaching materials that do not embody original research.

**2.** “Staff” means any person employed and paid a salary by the University. It does not include Employment Agency staff or Student Union-recruited staff.

**3.** “Performance Rights” are defined in s.180 of the Copyright, Designs and Patents Act 1988 as a dramatic or musical performance, a reading or recitation of a literary work, a performance of a variety act of any similar presentation. Recordings of lectures, seminars and presentations may be covered by the definition of “performance”.

**B.** Responsibility

**1.** When undertaking work form which IP may arise, students must assist in protecting the University’s rights to IP by keeping proper records of creation (such as lab books or other written evidentiary documents). Please refer to Appendix One for further information.

 **C.** Ownership

**1.** Rights in IP created by students, e.g. copyright in course assignments, essays, dissertations and other creative works, will belong to the student, unless otherwise informed by the University that the provisions of Regulation C3 below apply.

However, the student agrees to acknowledge that the work was created whilst a student of the University of South Wales when exploiting such work.

**2.** In accepting this policy, students grant the University a licence to use certain IP and Performance Rights that they own (and to sub-licence as and when necessary) for certain administrative purposes (including, but not limited to University quality control procedures such as plagiarism detection and award validation programmes), and for educational and teaching purposes, on the following terms:

**2.1** it is non-exclusive, world-wide, irrevocable and royalty-free;

**2.2** it is for the full term of life of the IP in questions;

**2.3** for use in any format (existing or future);

unless otherwise agreed in writing mutually between the student and the University.

 **3.** Rights in IP created by students who:

**3.1** participate in an educational programme which is funded by the University or an external sponsor; or

**3.2** generate IP which builds upon existing IP produced by a member of academic staff; or

**3.3** generate IP jointly with a member or members of academic staff; or

**3.4** generate IP jointly with an external organization, e.g. an employer, or any other 3rd party

will belong to the University and/or a 3rd party as applicable. Where IP rights are created as a result of collaboration, the resulting ownership may be sole, joint or several.

In these cases, where IP is of commercial interest, such students may, at the discretion of the University, be entitled to a share of any financial income from the commercial exploitation of the IP rights.

Where the University asserts ownership of the student IP rights Regulation G will apply.

**4.** Students who are employed as members of staff of the University are covered by this Policy for IP they create as a student, and by the University’s employee policies, in particular the University’s Staff Intellectual Property Rights Policy, for IP they create as part of their employee duties.

 **D.** Disclosure

The public disclosure of information relating to the existence of IP (other than under the terms of an explicit confidentiality agreement) will invalidate any subsequent patent application and/or diminish the potential commercial value and benefits accruing to the University and the inventor(s).

To prevent such:

 **1.** Students should not disclose details relating to their work to

third parties (defined as anyone other than their supervising tutor and/or Dean of Faculty and/or the Commercial & Client Services Office (CCSO).

**2.** Students should endeavour to discuss all projects involving or potentially involving third parties with their supervising tutor and/or Dean of Faculty before embarking upon the project. Students should also ensure that an appropriate Confidentiality Agreement is signed at the earliest possible stage in any project involving a third party. The Commercial & Client Services Office (CCSO) can assist in the preparation of these agreements.

See Appendix Two: Typical Confidentiality Agreement Template.

**3.** All students are responsible to the University for disclosing in writing to their supervising tutor and/or Dean of Faculty at the outset of the work or as soon as they become aware of it:

**3.1** any actual or potential IP arising from their work;

**3.2** the ownership by a third party of any IP referred to or used by their work;

**3.3** any use to be made of existing University IP during their work; and

**3.4** any IP which they themselves own which is proposed to be used by the University.

Such information will be passed to and be held by the Commercial & Client Services Office (CCSO) who will review it and assess it for protection and commercialisation.

See Appendices Three and Four: Intellectual Property Disclosure and Due Diligence Forms.

**E.** Protection of Intellectual Property

It is the purpose of these regulations to ensure all efforts are made to establish the ownership of Intellectual Property; this is essential to ensure Intellectual Property is managed and protected correctly. As such:

**1.** Where appropriate, the University will make all applications necessary to protect and register its interest in Intellectual Property.

Where required, students must join the University in the making of any such applications.

**2.** Notwithstanding the above, students must display the following markers on relevant works:

IPR Marker Example

Copyright. © [Copyright owners name] [date].

© University of South Wales, 2015

Database Right. Database Right, [Right Holder] [date]. Database Right, University of South Wales,

2015.

Design Right. Design Right, [Right Holder] [date]. Design Right, University of South Wales,

2015.

Database Right. Database Right, [Right Holder] [date]. Database Right, University of South Wales,

2015.

Patent, TM Or ® [Right Holder]. TM University of South Wales

® University of South Wales – do not use unless mark is registered, as this will be an offence.

Moral Rights. [Authors Name] has asserted his right, under the Copyright, Designs and Patent Act 1988, to be identified as the author

of this work.

The University of South Wales has asserted its right, under the Copyright, Designs and Patent Act 1988, to be identified as the author of this work.

**3.** Students must inform their Dean of School upon becoming aware that the intellectual property rights solely or jointly owned by the student are being infringed by a third party. Where appropriate, the University may initiate legal proceedings, whereupon the student may be required to join the University in the proceedings issued against the third party.

**4.** Students must inform their Dean of School upon being notified by a third party that the third party considers the student to have breached their intellectual property rights.

Where appropriate, the University may defend the allegations/claim, whereupon the student may be required to join the University in defending any proceedings commenced by the third party/initiated by the University as a counterclaim against the third party.

**F.** University Facilities and Materials

**1.** The University is willing to consider requests from its students for a license to use specific University owned Intellectual Property and/or its facilities for their use (outside the scope of their normal studies). The terms and decision to grant any such licence is wholly a matter for the University.

**2.** Initial requests should be made in writing to the Dean of School who shall within 20 working days of receipt give an initial ruling or reasons for refusal.

**G.** Procedure where the University asserts ownership

of Student Intellectual Property Rights

With reference to Regulation C3, where the University asserts ownership of the IP rights, the Faculty, with support from the Commercial & Client Services Office, may pursue protection and commercialisation opportunities for the IP rights on behalf of the creator(s). Where appropriate, University ownership of IP rights does not preclude students from receiving royalties resulting from commercialisation of the work. In fact, in many cases University ownership can facilitate generation of licence fees or spinout businesses for the benefit of students.

**H.** Plagiarism and Third Party IP

The University subscribes to a plagiarism detection service called “TurnItIn”. Upon enrolment all students sign and agree to the terms of the Academic Handbook that, in accordance with the provisions of the Data Protection Act 1998, and pursuant to Regulation C of this Policy, the University is entitled to submit written academic works to prevent and detect any plagiarism.

Students should be aware that the incorporation of third party content into their work is limited, as provided for by the Copyright, Designs and Patents Act 1988.

**I.** Breach of These Regulations

Breach of these regulations is a disciplinary matter for University students under normal procedures.

**J.** Dispute Resolution

If a dispute arises in relation to any matter arising out of this Policy then it will be governed by the Student Complaints Procedure as contained in the Academic Handbook or the Code of Practice for Research Students as appropriate.

Appendix One:

Guidance on Recording the Creation of IP

**1.** Background

This note explains how to properly use and keep laboratory notebooks/research log books and records in order to facilitate proof of invention. This is particularly important for patents in the USA, but the same notebook records can be used for establishment creation dates for other forms of intellectual property.

For all forms of Intellectual Property (IP), the onus is on the creator to prove ownership and date of creativity or inventiveness. The onus is rarely on the infringer to prove innocence. This is particularly true for naturally occurring rights such as Copyright and (unregistered) Design Rights. However, even for rights that require registration - such as patents, registered designs and registered trademarks - the onus is still on the creator

– just at an earlier stage.

It is generally considered good practice by researchers, developers and engineers to keep a notebook to log their activities, and many already do this - but they often do not do it in a way that will stand up in court.

Establishing good practice with respect to the recording of R&D will help to ensure that the intellectual property that is created is not inadvertently lost, and any potentially valuable intellectual property identified at an early stage.

**2.** How to Keep the Notebook

It should be possible to keep records in reasonably complete and clear form without becoming too time-consuming and burdensome.

The following is intended as a general guide on how to keep a notebook. From a legal standpoint, a laboratory notebook entry should be sufciently competent to prove certain factors, such as the conception of an idea, the testing of a model, and the results of the test.

**2.1 The Book Itself**

**•** It is important to use a laboratory notebook that has a permanent binding. Loose-leaf, spiral bound or other temporarily bound books allow for page removal, insertions and substitutions, and are therefore not suitable

**•** The pages of the notebook should also be numbered. Such a system helps to reduce the possibility of any successful challenge to the validity of the notebook entry

**•** Laboratory books should never be mutilated, for example by tearing or cutting out pages

**•** The performance of the records is a prime consideration and it is therefore important that good quality paper should be used

**2.2 Ink Quality**

**•** Do not use pencil or strange-coloured inks

**•** Ensure that the ink is permanent, not water or solvent reactive, and does not smear. The ink should be light stable

**2.3 The Entries in the Book**

As a general guideline, there should be enough information in the book to enable someone working in the field to duplicate the work.

**•** All data should be identified with respect to the project to which it relates, for example, by a project or experiment number or by a descriptive heading

**•** Do not use slang, abbreviations and unduly technical jargon. The notebook must be understandable to others, not only patent attorneys, but judges and sometimes to jurors and potential licensees

**•** Entries should be consecutively dated

**•** Any subsequent data added to the notebook, for example results of analysis, should be entered on a separate page with reference to the original entry

**•** Don’t leave blank areas on a page. Draw lines through unused pages or parts of pages

**•** The entries in the book should be legible and factually complete

**•** It is important to describe in as full detail as possible all experimental procedures. This should include all conditions of experiment and all apparatus, sketched if necessary. Full details of the apparatus used

should also be given

**•** If an invention is made, the dates of “conception” and “reduction to practice” are very important in the USA. The record must show that there has been no “abandonment” between these dates. Diligence in

the reduction to practice of an invention means that, as far as possible, generally steady, uninterrupted and constant work occurred following the conception of an invention

In an interface action, unexplained periods of activity could lose the case, especially where competing invention dates are separated merely by a matter of days. All activities must be accounted for; even if it is only to notes that you were waiting for something that resulted in a delay in the proceedings. Even apparently irrelevant entries noting “on vacation” or “at the

dentist” should be included.

**•** Avoid making negative notes such as “No good”, “Doesn’t work” which might be later construed as indicating you were abandoning the idea

**2.4 Facts Not Options**

**•** Do not express opinions in notebooks. This could lead to misinterpretation

**•** The book should be limited to factual, quantitative and qualitative results. Statements like “the idea is obvious”, “I think it is un-patentable”, “perhaps would infringe patent X” should be avoided

**2.5 Inserts and Supporting Information**

**•** If a record needs to be kept of computer-generated output - or other inserts such as graphs, drawings, photographs or other loose pages - each insert should be dated and attached in a permanent way (e.g. glued, stapled) onto successive numbered pages of the permanently bound laboratory notebook.

The witness should write and sign across the join

**•** If support records cannot be added to the notebook itself (e.g. large engineering drawings, computer source code, related reports, theses etc) then reference to them should be made in the notebook in a consistent way and they should be stored in an orderly, readily retrievable manner

**2.6 Errors, Changes and Additions**

**•** Errors should not be erased or obliterated beyond recognition. Neither should Tipp-Ex/correction fluid be used. Simply cross out an error so that it is apparent what the error was

**•** Explain all errors and mistakes as they occur and initial them

**•** Never remove pages from the notebook

**•** Entries should never be changed or enlarged at a later date. It is better to make a new entry, pointing out the change

**•** Pencil diagrams or sketches should never be retraced in ink

**2.7 Signing**

**•** The US Patent Office has ruled that another witness who is independent must corroborate an inventor’s testimony. For example, if the worker is a PhD student then the witness should not be his or her supervisor, since the supervisor is likely to become a co-inventor, and therefore not independent

**•** Therefore, someone working on an unrelated project should witness the notebook. People involved in the same project are potential co-inventors and their signatures could be worthless

**•** The witness must, of course, understand the need to maintain confidentiality

**•** Ensure that each page is signed and dated by the author and witnessed as soon as possible, preferably every week

**•** Do not leave any pages undated, unsigned or un-witnessed

**2.8 Safe Keeping**

**•** The notebook should be regarded as a confidential legal document and as such its use should be controlled. When completed, it should be stored in a safe place. It should not be treated as a freely available publication

Appendix Two:

Typical Confidentiality Agreement Template

This is an example of a typical confidentiality agreement. If you intend to use this agreement, please contact the Commercial & Client Services Office.

Two-way confidentiality agreement including provisions for intellectual property.

**THIS AGREEMENT is made BY and BETWEEN:**

**(1)** [name of company], a company incorporated in [............], [under company registration number [.........]] whose principal place of business is at [address]

(the ‘Supplier’); and

**(2)** [name of company], a company incorporated in [.........], [under company registration number [.........]] whose principal place of business is at [address] (the ‘Recipient’).

Recital

The Parties wish to exchange Confidential Information in connection with a project which they plan to undertake together concerning [insert details] (the

‘Project’) and they recognise that the unauthorised disclosure or use of the Confidential Information could cause the Parties commercial harm. Therefore, they are willing to enter into this Agreement in accordance with the provisions of this Agreement.

**IT IS AGREED as follows:**

Definitions

In this Agreement the following words shall have the following meanings:

|  |  |
| --- | --- |
| ‘Confidential Information’ **(a)** | in respect of Information provided in documentary form or by way of a model or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; |
| **(b)** | in respect of Information that is imparted orally, any Information that the Disclosing Party or its representatives informed the Receiving Party or its representatives at the time of disclosure was imparted in confidence; |
| **(c)** | in respect of Confidential Information imparted orally, any note or record of the disclosure; |

|  |  |
| --- | --- |
| **(d)** | any copy of any of the foregoing; and |
| **(e)** | the fact that discussions are taking place between the Disclosing Party and the Receiving Party. |
| **(c)** | in respect of Confidential Information imparted orally, any note or record of the disclosure; |
| ‘Information’ | shall mean but shall not be limited to information and data concerning formulae, algorithms, sequences, chemical and biological compositions; knowledge of biological structures and functions in plants, soils, pests, humans, animals and the environment.Such Information also includes knowledge of the existence and activity of biological material not in the public domain as well as the biological or other materials. The research collaborations, commercial relationships, products, and corporate development strategies of the Parties are also included in Information.Such Information is not dependent on how it is disclosed, whether expressed as technical information or otherwise and it includes that represented in intellectual property or know how generally. It shall include but shall not be limited to; notes, letters, memoranda, reports, contracts, registrations, licences, tables, databases, data books, notebooks, computer prints, text and data stored in computer programmes, drawings, charts, illustrations, materials, samples, and all other documentation and materials prepared or made available pursuant to the Project. |
| ‘Disclosing Party’ | the Party to this Agreement that discloses Information, directly or indirectly, to the Receiving Party under or in anticipation of this Agreement. |
| ‘Permitted Purpose’ | shall mean that the Confidential Information may only be used by the Receiving Party for the purpose of [considering whether to enter into a further agreement with the Disclosing Party relating to] [the Project].[Project has the purpose given above in the Recital.] |
| ‘Receiving Party’ | the Party to this Agreement that receives Information, directly or indirectly, from the Disclosing Party. |

**Obligations of the Receiving Party**

For a term of 10 years from the date of this Agreement, except as provided for in clause 7, the Receiving Party undertakes to the Disclosing Party to:

**(a)** receive and keep the Confidential Information secret and confidential and not disclose such Confidential Information to any third party;

**(b)** take all necessary precautions to ensure that such undertaking is enforced and is enforceable and take such action as to ensure that patentability is not destroyed through making information available to the public, for instance by written or oral description;

**(c)** use the Confidential Information only for the

Permitted Purpose;

**(d)** only disclose the Confidential Information under binding obligations of confidence (which it undertakes to enforce and for which it is legally responsible) to

those of its subsidiaries, employees, sub-contractors, seconded staff, officers, agents, consultants and collaborators as need to have access thereto wholly necessarily and exclusively for the purposes of the Project whose identity the Receiving Party shall provide to the Disclosing Party at their request;

**(e)** not without the Disclosing Party's prior written consent make any commercial use of or make any commercial gain from the Confidential Information or seek to obtain any protection of the intellectual property contained in the Confidential Information; and **(f)** promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information falls within the provisions of clause 3.

**Limitation of the obligations of the Receiving Party**

Clause 2 shall not apply to Confidential Information which:

**(a)** was known to the Receiving Party prior to its communication by or through the Disclosing Party (as evidenced by the Receiving Party’s records); or

**(b)** is or becomes in the public domain except by any default or fault of the Receiving Party or any person acquiring it from the Receiving Party; or

**(c)** becomes known to the Receiving Party by the action of another person not in breach of any obligation of confidentiality owed to the Disclosing Party; or

**(d)** is developed by any of the Receiving Party’s employees who have not had any direct or indirect access to, or use or knowledge of, the information imparted by the Disclosing Party.

**(e)** is required to be disclosed by legal process, law or regulatory body.

**Obligations of the Receiving Party**

to enforce and for which it is legally responsible) to those of its subsidiaries, employees, sub-contractors, seconded staff, officers, agents, consultants and collaborators as need to have access thereto wholly necessarily and exclusively for the purposes of the Project whose identity the Receiving Party shall provide to the Disclosing Party at their request;

(e) not without the Disclosing Party's prior written consent make any commercial use of or make any commercial gain from the Confidential Information or seek to obtain any protection of the intellectual property contained in the Confidential Information; and (f) promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information

**Return of Confidential Information**

**1.1** Upon termination of this Agreement, in the event that the Receiving Party is in breach of any of the conditions of this Agreement, and at any other time on the written request of the Disclosing Party, the

Receiving Party will immediately return the Confidential Information and any copies thereof made by or in the possession of or under the control of the Receiving

Party pursuant to this Agreement, and make no further use or disclosure of any of the Confidential Information. If the Disclosing Party so dictates, the Confidential Information shall be destroyed under the above circumstances.

**1.2** The Receiving Party may, however, keep one copy of the Disclosing Party’s Confidential Information in its legal adviser’s files solely for the purpose of enabling it to comply with the provisions of this Agreement.

**Limitation of transferred rights**

**1.3** The Receiving Party acknowledges and agrees that the property and copyright in Confidential Information disclosed to it by the Disclosing Party, including any documents, files and any other items containing any Confidential Information, belongs to the Disclosing Party. It will not be removed from the Receiving Party’s address nor be given to any other person or parties.

**1.4** This Agreement shall neither prejudice nor limit the rights of the Disclosing Party in respect of any intellectual property rights in the Confidential Information.

**1.5** Except as provided for herein the Receiving Party may not assign or transfer any rights or obligations hereunder without the prior written consent of the Disclosing Party.

**1.6** This Agreement shall not be construed:

**(a)** to grant the Receiving Party any licence or rights other than as expressly set out herein in respect of the Confidential Information, nor

**(b)** to require the Disclosing Party to disclose any

Confidential Information to the Receiving Party.

**Foreground Intellectual Property**

**1.7** In the event that the Receiving Party makes or observes any new discovery, improvement or invention (‘Invention’) relating to the Confidential Information or

as a direct result of the Project then the Receiving Party will bring this to the attention of the Disclosing Party.

**1.8** Neither Party shall make or seek to make actual commercial gain from such an Invention, nor make any patent application or secure any other proprietary rights to legally protect any such Invention, except with the prior written agreement of the other Party.

**1.9** The Disclosing Party will, at all times, retain the right to use an Invention for non-commercial research purposes.

**Publication**

The Parties shall not arrange nor permit the publication of any information regarding the results or outcome of the Confidential Information without the prior written consent of the other Party, such consent shall not be unreasonably withheld.

**Limitation of Liability of Disclosing Party**

The Parties give no warranties in relation to the Confidential Information disclosed by it hereunder and in particular (but without limiting the foregoing) no warranty or representation, express or implied, is given by the Disclosing Party as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement.

**Notices**

All notices required to be served pursuant to this Agreement shall be made in writing to the addresses at the head of this Agreement.

**Law and Disputes**

The validity, construction and performance of this

Agreement shall be governed by English law.

Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which the parties to this Agreement hereby submit.

**Third Parties**

Except as provided in clause [number], this Agreement does not create any right enforceable by any person who is not a party to it (‘Third Party’) under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

**AGREED by the Parties through their authorised signatories:**

For and on behalf of

Signed Print Name Title Date

For and on behalf of

Signed Print Name Title Date

Appendix Three:

Intellectual Property Disclosure Form

The purpose of this form is to confidentially disclose new Intellectual Property (IP) created, determine legal ownership, reduce the risk of infringement and provide the basis for assessing commercialisation potential. Please disclose all information you believe to be relevant and use a separate sheet if necessary. Please treat this document as confidential as disclosing IP may jeopardise future protection and commercialisation options.

Name:

Position:

Department/School:

Tel:

Please answer the following questions, and include clearly referenced enclosures as necessary.

Descriptive Title of the IP/invention:

Who was involved? Please tell us for each individual who contributed, invented or authored (if software):

Name:

Nationality:

Status – Student or Employee:

Who their employer is, and if this is not University of South Wales, are any contracts or arrangements in place?

What sources of funding were drawn on in support of the work which led to the creation of the IP?

E.g. EPSRC, CASE Studentship, University funds, etc. Please provide any reference code or contractual information.

**IMPORTANT NOTE**: Inventors must be legal inventors according to the definition in patent law <http://www.ipo.gov.uk/patentsact1977.pdf>

Software Authors are those who actually wrote the code and thereby created the copyright.

Please tell us about your IP/invention.

Please tell us the story of the development of the IP/invention, for example:

What do you think your invention is?

What will your invention be used for?

How does the IP/Invention differ from existing material or ‘state of the art’ technology?

What are the advantages of your IP/invention and how does it improve on the present situation?

What is new about your IP/invention?

How and why does it work? What is the science behind the invention?

Are there any other uses of the invention?

When and where the invention was first conceived?

When and where was the invention first reduced to practice?

What practical work has been done to date on the invention? Has the invention been tested in the laboratory or has it been used? If so please give results.

Who did what in the development of the invention? What they contributed to the development of the technology

(e.g. came up with the original idea; designed experiments; carried out experimental work; wrote code)s.

Do you know of any published literature (including patents) relevant to your invention? Have you done any searching for published literature, and if so where? Please provide any details.

What is the funding background of the work you’ve done on the invention? Did you use any equipment, materials, samples, gifts or other in kind support provided by third parties, or biological materials obtained from humans? If so, please give details; specifically: was patient consent obtained and has the use been approved by the relevant ethics committees??

For inventions that include software please provide the following additional information.

Please provide the software application name and version number:

For source code developed by the researchers identified in question above:

Are there any encrypts developed for the software to work? If so, who by?

For other source files or libraries that are required to build the software application (external software):

Has this been beta tested? If so, when, where and who by?

Non-Disclosure

Who have you told about the invention? When did you do this and where?

When did you first describe the invention in writing or electronically? Do lab book records exist, or personal notes?

Have you published, verbally (in lectures or meetings), electronically (including comments on social networking sites or films of the invention on YouTube) or in writing, anything relevant to the invention, and if so when and what? Please tell us about abstracts, web pages and presentations as well as any published articles. And also any presentations to collaborative partners e.g. EU funded projects. Have you exhibited details about your invention on a ‘public’ computer e.g. worked on it in the University library, or at your desk when students

or visitors are present?

Are details of your invention stored anywhere other than on a secure server in the University e.g. memory stick, lap top computer, home computer or other mobile device?

Do you have plans to publish the work? If so, what is the timescale and where will the publication take place? If a draft paper exists please provide a copy.

Potential for Commercialisation

Do you think commercial exploitation of this IP/invention is viable? Why?

Have you undertaken any market research or discussed you invention with others to reach your conclusion about the commercial viability?

Are you aware of any companies who have an interest in the area, e.g. companies who sponsor research or who attend relevant conferences? If so, please supply the companies’ names (and contact details, if you have them).

What are your future plans for developing the technology? Do you have funds in place for this work, and what do you think you will achieve in this area in the next 12 months?).

Name:

Signature: Date:

Please return this form, marked “Strictly Confidential” to the Commercial & Client Services Office, University of South Wales

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Appendix Four:

Intellectual Property Due Diligence Form

The purpose of this form is to establish what Intellectual Property (IP) currently exists, determine legal ownership and reduce the risk of infringement. It should be used at the start of a project to create a record of the IP you will be taking in to the project or disclosing to third parties. Please disclose all information you believe to be relevant and use a separate sheet if necessary. Please treat this document as confidential as disclosing IP may jeopardise future protection and commercialisation options.

Name:

Position:

Department/School:

Tel:

What project are you planning on using the IP in?

What IP will you be using – please give a brief description:

The following questions relate to the circumstances under which the IP was created.

When was the IP created?

During this period were you… A salaried employee? If yes please state the name of your employer?

During this period were you… A student? If yes please state the institution at which you were registered?

What sources of funding were drawn in on in support of the work which led to the creation of the IP?

e.g. EPSRC, CASE Studentship, University funds etc. Please provide any reference code or contractual information.

Please return this form, marked “Strictly Confidential” to the Commercial & Client Services Office, University of South Wales.

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Appendix Four:

Appendix Five:

All Rights Release Agreement

Available at:

[**http://uso.southwales.ac.uk/ig/ip/**](http://uso.southwales.ac.uk/ig/ip/)