Trinity College Dublin
The University of Dublin

Policy, Practice and Regulations on
Intellectual Property

incorporating the statement of Principles for Open Innovation, Engagement
and Knowledge Transfer

Version 1.1

As adopted by the Board of Trinity College Dublin on 28th January, 2015
In the absence of written direction to the contrary from Trinity Research & Innovation, or in the absence of alternative clear contractual commitments formally agreed to by TCD (not individual researchers), the Policy, Practice and Regulations on Intellectual Property described in this document shall be applied.
GENERAL INTRODUCTION

Background
This document, “Policy, Practice and Regulations on Intellectual Property” (Policy), sets out the policy and regulations governing intellectual property (IP) in Trinity College Dublin (TCD). It has been developed from (i) original documents prepared in 1986, (ii) minor amendments made in 1991, (iii) a major review and revised document of 2005 and (iv) recommendations for update and amendments made by an IP Working Group in 2013/14 pursuant to Action 3.6 of the TCD Strategic Plan 2009-2014. The document takes into account TCD’s “Principles for Open Innovation, Engagement and Knowledge Transfer” (Appendix I).

Application
The IP-related obligations of TCD Staff (both full-time and part-time) are governed by their contracts as employees, by legislation (see Appendix II), by the terms and conditions of specific funding contracts and by the regulations set out in this Policy as amended from time to time by the Board. This Policy applies to IP created by staff members of TCD’s associated and/or affiliated institutions who hold part-time or adjunct appointments as TCD Staff.

Provision of Information
Trinity Research & Innovation (TR&I) provides support and advice on all elements of the IP Policy and on the procedures for its implementation. Information is available at http://www.tcd.ie/research_innovation and www.tcd.ie/innovation. Customised seminars and workshops, individual advice and further information are available from TR&I.

DEFINITIONS

“Financial Benefits” means income accruing to TCD from licensees and may include some or all of upfront payments, milestone payments and payment of royalties on products covered by the licence concerned. Equity in a licensee company received by TCD as part of the terms of a licence, in those cases where it is explicitly agreed by TCD that the inventors are to receive a share of the equity, shall not be viewed as Financial Benefits unless and until TCD, at TCD’s sole discretion, sells such equity. Cash realised from sale of such equity by TCD shall be viewed as Financial Benefits. Sums received from the outright sale (assignment) of IP shall be regarded as Financial Benefits.

Intellectual Property or IP means, but is not limited to, all patentable and non-patentable results of research, inventions, copyright, rights in databases, rights in designs, trademarks, goodwill, rights in any supporting documentation, data, notes, notebooks, in any form on any media, and any background information and know-how required to sustain the value of any discovery, invention, process or product, and including software in any form, designs, design data, or any other form of identifiable and protectable property right, and any rights in the nature of moral rights existing therein, and including any and all rights in novel instrumentation, apparatus, designs, models and representations of same, hardware, and prototypes, and irrespective of whether any of the foregoing are registered or unregistered, and all rights of a similar or corresponding nature to...
any of the foregoing which may exist anywhere in the world, including all applications and the right to apply for any of the foregoing.

“TCD Campus Company” means a company formed for the purposes of exploiting TCD IP, and is synonymous with the terms spin-out or spin-off.

“TCD” means Trinity College Dublin or The Provost, Fellows, Foundation Scholars, and the other members of Board of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin.

“TCD IP” means IP generated by TCD Staff in the course of their employment by TCD.

“TCD Staff” means (i) TCD employees, both full-time and part-time, both permanent and contract; and (ii) postgraduate students and undergraduate students who are in receipt of a TCD-administered stipend, scholarship, grant or salary which is intended to enable the students to carry out research; and (iii) postgraduate students and undergraduate students who are not in receipt of a TCD-administered stipend, scholarship, grant or salary which is intended to enable the students to carry out research, but who are engaged in research project work that is being carried out for a party with which TCD has a contract (including but not limited to a funding agency, industry partner or charity), or which is for the express purpose of securing a contract with an external party and the student has been advised and has consented to the inclusion of the student’s work.
SECTION 1  IP Ownership

Subject to the exemptions set out in this document, TCD claims ownership of all IP arising from the work of:

(a) TCD Staff in the course of their employment and/or in the fields of expertise in which they are employed to work; and

(b) TCD Staff on the campus of another university or research institution where
    (i) there is no written agreement with TCD which states that TCD lays no claim to the IP arising from such work; or
    (ii) TCD has withdrawn its consent to such work; and

(c) TCD Staff on the premises of another party other than another university or research institution where
    (i) there is no written agreement with TCD which states that TCD lays no claim to the IP arising from such work, or
    (ii) TCD has withdrawn its consent to such work, or
    (iii) such work conflicts with the TCD Staff member’s contract of employment regarding the extent of paid work that is permissible for TCD Staff; and

(d) visitors who are taking part in research in a TCD campus by invitation from any member of TCD Staff, unless there is in place, prior to commencement of the research, a written agreement with TCD that explicitly states the contrary; and

(e) TCD Staff working in TCD space leased by a third party, and where there is no written agreement with TCD that explicitly states the contrary.

Exemptions to TCD Ownership of IP

TCD does not claim ownership of:

(i) copyright IP encompassed in scholarly publications of TCD Staff that are of literary, historical, social, philosophical, scientific, or critical nature, books and textbooks whether creative works or works of analysis, art works and newspaper articles, or occasional films provided that none of the above were commissioned by TCD or by any party with whom TCD contracted to produce such work, and provided that none of the work was carried out with funding provided by any third party (software is not a literary work for the purposes of this exemption clause, and is not exempt); or

(ii) any copyright material submitted as an exercise in full or partial fulfilment of the requirements for the award of a qualification from TCD, subject to TCD’s contractual obligations to any third party funder of the project in which such copyright material was developed; or

(iii) IP arising from the unpaid work* of students under the direction of TCD Staff with the exception of cases where the student is engaged in research project work that is being carried out for a party with which TCD has a contract (including but not limited to a funding agency, industry partner or charity), or that is for the express purpose of securing a contract with an external party and the student has been advised and has consented to the inclusion of the student’s work; or

(iv) IP created by short-term visitors or visiting scholars who are recorded as invited in to TCD (a) to share their knowledge with the community, or (b) to enter into discussions on collaboration with TCD or (c) to lecture, examine, review or use library facilities, always

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* Unpaid work shall mean that the student is not in receipt of a stipend, scholarship, grant or salary which is administered by TCD and which is intended to enable the student to carry out research.
provided that their work does not involve the use of any TCD IP, or in any other way frustrate any TCD IP; or

(v) informal advice received from external collaborators with whom TCD does not have a formal agreement; or

(vi) IP created by TCD Staff in the course of conducting personal consultancy work which has been approved by TCD in accordance with Section 7.

Ownership of IP created with third party funding

All research conducted with funding from sources external to TCD (including but not limited to funding agencies, industry partners or charities), shall be subject to the terms and conditions of the funding contract or agreement between the other party and TCD – including terms relating to ownership of IP. In the event of a conflict between the terms of the funding contract or agreement and this IP Policy, the terms of said funding contract or agreement shall prevail provided that the funding contract or agreement has been signed on behalf of TCD in accordance with TR&I’s standard procedures.

Ownership of IP created by visitors

Visiting researchers (as described in section 1(d) above) shall be required to sign an acknowledgement that they are subject to this IP Policy and the regulations in respect of TCD ownership of IP (above), their obligations to notify and assign resulting IP to TCD (section 2), and shares of benefits (section 5).

Ownership of IP created by tenants

TCD does not claim ownership of any IP arising from the activities of any party, other than TCD Staff, during a period in which that party has entered into a written facilities licence or lease agreement with TCD for the purpose defined in their agreement. For the avoidance of doubt, this exemption does not apply where such activities are carried out by TCD Staff in the absence of a written contract with TCD that specifically exempts the TCD Staff members’ work from TCD ownership and the TCD Staff members’ obligation to assign the IP rights to TCD in accordance with section 2.

SECTION 2 Disclosure and Assignment of IP to TCD

Upon becoming aware of newly-created TCD IP which may have commercial potential, all TCD Staff must promptly disclose such IP to TR&I (or any other such office as may be designated), in a format prescribed by TR&I. Information is available from TR&I (see Appendix IV) or at http://www.tcd.ie/research_innovation. TCD Staff should disclose such IP to TR&I as soon as possible after its creation and in any event prior to the submission of abstracts or manuscripts for publication. TR&I will evaluate the IP for commercial potential and patentability and will meet the inventors/creators/authors to discuss same.

The inventors/creators/authors of IP are required to assign their rights to TCD in return for a share of any Financial Benefits received by TCD as a result of the commercial exploitation of such IP. The policy in respect of shares of benefits is set out in section 5 below. Multiple inventors/creators/authors are required to agree their relative shares in writing.
In order for TCD to fulfil its contractual obligations to external funders, including funding agencies (such as Enterprise Ireland, Science Foundation Ireland, Irish Research Council etc), industry partners and other funders of research who require TCD to protect potentially-commercial IP, TCD Staff funded by, or working on projects funded by such funders must fully disclose IP to TR&I as soon as possible after its creation and in any event prior to the submission of abstracts or manuscripts for publication. In all such cases, TCD Staff shall co-operate with and implement TR&I’s procedures for the protection of TCD IP.

SECTION 3 Protection of IP

NB. Prior disclosure of inventions destroys the novelty of the IP and renders such IP un-patentable.

Where commercialisation is required or envisaged, researchers must not submit for publication (unless under a non-disclosure agreement) abstracts, posters, manuscripts or theses which include potentially-commercial IP, nor should they participate in seminars or discussions with people outside their immediate research group, prior to evaluation of the potential of the IP.

NDAs Any TCD researcher or academic wishing to discuss undisclosed, unprotected information with a third party (anyone outside their immediate research group) should first consult TR&I who will ensure that suitable non-disclosure agreements (NDAs) are concluded in advance of such discussions.

MTAs Any TCD researcher or academic wishing to provide, receive or exchange materials with a third party should first consult TR&I who will ensure that suitable materials transfer agreements (MTAs) are concluded in advance.

Individuals may not sign on behalf of TCD.

Patents All novel TCD IP disclosed to TR&I is evaluated for patentability. If the IP is deemed to be novel, inventive and useful, and to have commercial potential, then TR&I will liaise with the inventors to file a priority patent application.

TR&I, in consultation with the inventors and with the licensee (if any), shall be responsible for all decisions regarding the continued prosecution or maintenance of TCD patent applications and granted patents. In making such decisions, TR&I shall take into account such factors as the commercial potential of the IP, TCD’s contractual obligations to third parties, the maturity of the technology covered by the IP, the availability of further research or third party funding to add value to the IP and the views and support of the inventors.

SECTION 4 Commercial Exploitation of TCD IP

The value of TCD IP is realised by licensing the IP rights to third parties, or by assigning ownership to third parties under certain, limited, circumstances. Such third parties may be established companies or newly-formed (campus) companies. All IP agreements, including but not limited to licence agreements, should be negotiated on behalf of TCD by TR&I. The terms will vary depending on factors such as the type of technology, the stage of its development, contractual obligations to funding agencies and the nature and extent of the contributions of the industry party.
In return for the rights to commercially exploit TCD IP, licensees normally pay royalties on products and may also make other payments such as up-front or development milestone payments. Licensees are required to cover or contribute to further patent costs. In all licences of TCD IP, TR&I will ensure that TCD retains the rights to use the licensed IP for internal non-commercial research and teaching purposes.

TR&I is responsible for the commercial exploitation of TCD IP, in compliance with contractual obligations to research funding agencies and/or to industry partners as applicable, and in consultation with other TCD offices as appropriate. No commercial negotiations regarding TCD IP shall be made by TCD Staff other than through TR&I, unless TR&I has given its written permission, in which case the conditions laid down by TR&I shall be observed.

TCD will only embark on a course of patenting and/or commercial exploitation if the potential of the technology warrants it and if the researchers in question engage fully in the process.

In the event that TR&I has
   (i) deemed that the commercial potential of disclosed TCD IP does not warrant commercial exploitation for reasons other than insufficient technical data, or
   (ii) made substantive efforts to attract a licensee and has received the full engagement of the inventors/authors for its commercialisation efforts but the prospects for commercialisation are weak,
then TCD may enter into an agreement assigning the IP concerned to the inventor/creator/author, who then becomes responsible for management of the IP and the costs of IP protection (if applicable), in return for providing TCD with a minimum share of 33.3% of any Financial Benefits after deduction of the vouched costs of marketing and patent protection.

SECTION 5  
Reward Structures

TCD shall, after deduction of specific costs including any taxes and any monies properly required by grant agencies in accordance with contracts and, at TCD’s discretion, after deduction of patent costs or any fees agreed in advance that TCD may levy on IP earnings in respect of work by TR&I, provide TCD inventors/authors of IP with a share of Financial Benefits arising from the commercial exploitation of the IP. Financial Benefits are paid directly to TCD, and subsequently disbursed as outlined below.

Reward Structure - Patented IP

Financial Benefits received in respect of licences of IP which includes patents or patent applications shall be distributed in the order below:
- Repayment of the money spent on patent protection or legal matters relating to the IP, either to TCD (at TCD’s discretion) or to the funding agency concerned if so required. For this purpose, TCD will not deduct more than 25% of the Financial Benefits actually received in any one year, unless a funding agency contract requires a greater share to be paid to the agency.
- Division of the Financial Benefits with any partner institution co-owners or joint-inventors of the IP, as set out in the relevant agreement.
- Deduction (at TR&I’s discretion) of any TR&I direct costs associated with commercial exploitation and as agreed in advance.
Division of the remaining Financial Benefits between the inventors and TCD in the following proportions:

<table>
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<tr>
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<th>Inventor(s)’ %</th>
<th>TCD *School %</th>
<th>TCD Central Funds %</th>
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<tbody>
<tr>
<td>1 Inventor</td>
<td>33</td>
<td>33</td>
<td>33</td>
</tr>
<tr>
<td>2 or 3 Inventors</td>
<td>40</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>4 or more Inventors</td>
<td>45</td>
<td>27.5</td>
<td>27.5</td>
</tr>
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Under this reward scheme, a limit of €1 million shall apply to each TCD *School’s accumulated share of income arising from any one patent family, subject to review by the Board following a recommendation from the Research Committee. Above this limit and after allocation of the inventor(s) shares, income shall be retained by TCD Central Funds.

*TCD School or, as applicable, Trinity Research Institute, depending on future decisions by the Board.

Reward Structure - Copyright, Know How and other types of non-patented TCD IP

This sub-section relates only to copyright earnings that do not fall under the ownership exemption afforded to copyright and copyright earnings from works of scholarship, in accordance with long-standing academic tradition, and including the normal publication of academic research and conventional textbooks (section 1(i)).

Financial Benefits received in respect of licenses of TCD copyright IP shall be distributed in the order set out for Patented IP above, and the division of the Financial Benefits between the authors of the copyright IP and TCD shall be in the same proportions as set out above for the inventors of patented IP and TCD.

Reward Structure - Software

Some ICT inventions may be patentable in certain jurisdictions and not in others, and software is regarded as a literary work under copyright law in certain jurisdictions and not in others. For consistency of approach, the division of Financial Benefits received in respect of licences of software between TCD and the inventors/authors of software, (whether such software is patented or not) is set at 50%, after deductions as follows:

- Repayment of the money spent (if any), on legal matters relating to the IP either to TCD (at TCD’s discretion) or to the funding agency concerned if so required. For this purpose, TCD will not take more than 25% of the Financial Benefits actually received in any one year, unless a funding agency contract requires a greater share to be paid to the agency.
- Division of the Financial Benefits with any partner institution co-owners or joint-inventors of the software, as set out in the relevant agreement.
- Deduction (at TR&I’s discretion) of any TR&I direct costs associated with commercial exploitation and as agreed in advance.
- Division of the remaining Financial Benefits between the inventors/authors and TCD as follows:

<table>
<thead>
<tr>
<th>Authors %</th>
<th>TCD Central Funds %</th>
<th>TCD School* %</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 %</td>
<td>25 %</td>
<td>25 %</td>
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Normally, a limit of €1 million shall apply to each TCD *School’s total receipts from the accumulated income arising from any one suite of software, but in certain circumstances this may be reviewed by the Board, following a recommendation from the Research Committee. Receipts above this level will, after allocation of the inventor(s)/author(s)’ shares, be retained by TCD Central Funds.

*TCD School or, as applicable, Trinity Research Institute, depending on future decisions by the Board.
Reward Structure – non-research-derived educational material

Where it is proposed to sell or licence courses or courseware including e-Learning material that have been originally created for use in TCD, or created and tested by use in classes given in TCD under the supervision of an academic, the process for distribution of Financial Benefits received in respect of licences of software (above) shall be applied. TCD Staff should ensure that any academic work, including e-Learning material, which they post on the web contains adequate copyright protection notices and clearly specifies what uses are free and what uses are subject to commercial charges or licence fees. TCD Staff must consult TR&I concerning commercial charges or licence fees. TR&I will provide appropriate licences and copyright notices.

In the event that TCD Staff are asked - as part of their duties of employment - to create specific IP, including software or course material, that is intended to be sold commercially by TCD, TCD will own and benefit from sales of such IP. Any additional remuneration that may be offered to individual TCD Staff will be on a case-by-case basis, as an honorarium at the discretion of the Vice-Provost after consultation with the relevant Head of School.

SECTION 6 Research Contracts with Industry

TR&I provides a user-friendly system to support and encourage engagements with industry using a range of models including collaborative research and fully-funded research which may include research services and/or consultancy services. TR&I will either provide template research agreements, or will draw up and issue customised agreements, as required. The negotiation of agreements issued by TR&I and/or agreements received from industry partners shall be led by a single point of contact in TR&I, in close consultation with the TCD Staff concerned.

Researchers should not agree to enter into research agreements or research contracts, or agree to any terms therein, and no such agreements may be signed by researchers. All research agreements must be negotiated and signed by TR&I, on behalf of TCD, or by someone authorised to sign specific agreements after review and approval by TR&I.

SECTION 7 Personal Consultancy

Subject to the written approval of TCD as required in accordance with each individual’s contract of employment, and subject to the current Regulations on Outside Earnings where applicable (available from Human Resources, TCD), academic and administrative staff may engage in consultancy work for external third parties on their own behalf - that is, not on behalf of TCD nor in their capacity as an employee of TCD.

Such staff must ensure that no TCD background information or IP is used in the conduct of the consultancy work or made available to the third party, and no TCD information, results, data, research plans or other material which has not already been published or otherwise disclosed into the public domain is disclosed to the third party unless appropriate licences or NDAs have been concluded. TR&I must be informed of any potential conflict of interest between their consultancy work and their TCD work.
In order to avoid potential conflict of interest, in all cases where consultancy work is undertaken in a personal capacity and there is also to be a contract with the same third party for work to be conducted through TCD, the nature and quantity of the work being done in a personal capacity must be disclosed to TCD. TCD may decline to enter into any contract with third parties if the scale of such work with TCD is inappropriate relative to the personal consultancy.

SECTION 8  Publication

Subject to the legal requirements and contractual obligations in contracts or agreements between TCD and any entity that is funding or sponsoring specific research in TCD, TCD Staff have the academic freedom to publish the results of their research as and when they choose. However, in cases where the contract with the research sponsor (funding agency, charity, industry or other third party) requires TCD to assess the commercial potential of IP arising from research and to protect it appropriately, then the researchers may not publish such research results until TR&I have conducted a full evaluation of the IP therein and have filed patent applications, if applicable (refer to section 3). TCD Staff shall assist TR&I to ensure that this provision is complied with.

SECTION 9  External Engagements

TCD Staff who have received approval to take a career break in order to start up a company, may not use any IP created in the course of their employment with TCD, and may not use any TCD trademarks. Any use of the name of TCD must be approved in advance by the TCD Secretary.

TCD Staff may make investments in and/or be shareholders in an external company, subject to such TCD Staff formally advising TCD, though TR&I, of any potential for conflict of interest. Full-time TCD Staff may not accept executive positions in external companies without approval from the Board.

The establishment of TCD Campus Companies under these Regulations (Section 10) is the preferred mechanism for the commercial exploitation of TCD IP and the outputs of TCD research by newly-formed companies.

SECTION 10  Campus Company Formation

TCD seeks to encourage the formation of new companies in order to promote new, technology-based, job-creating enterprises in Ireland, and in order to ensure that TCD research may be transferred to the community for socio-economic benefit, in Ireland where possible. TCD itself does not run new ventures, but it licenses space, and allows TCD Staff to organise and assist in the running of Campus Companies in accordance with their contracts of employment. Any additional allocation of normal working time to Campus Companies should be under a services, consultancy or secondment agreement.
The policy and procedures for approval of new TCD Campus Companies seek to optimise the rate at which such companies are formed by minimising real or perceived delays. The Director of TR&I is responsible for the approval of TCD Campus Company status, and the Dean of Research shall endorse all such approvals. Prior to formally seeking approval,

A. the applicant company must
   (i) be incorporated at the Companies Registration Office (http://www.cro.ie/); and
   (ii) provide the Director of TR&I with an acceptable business plan which includes but is not limited to evidence of a credible and sustainable business opportunity, outline commercial development and business plans, details of the proposed team, and a description of the TCD IP that they are seeking to licence post-approval (and the source of funding under which said IP was created); and
   (iii) certify in writing to TR&I that they will allocate to TCD 5% of the equity* in consideration for approval of TCD Campus Company status (this shareholding may be diluted in order to facilitate investment), and that the TCD promoters’ engagement with the company will be as approved by their Head of School (a template letter is provided in Appendix III);

and

B. the TCD Staff promoters must
   (iv) sign their agreement to TCD’s equity allocation and provide written assurance to TR&I that the amount of time that they propose spending on Campus Company activities has been approved by their Head of School (guidelines are provided in Appendix III); and
   (v) agree that they will promptly declare to TR&I any potential conflict of interest which may arise as a result of their involvement with the TCD Campus Company.

Upon receipt of the above, and after evaluation and acceptance of the business plan described in section (ii) above, the Director of Trinity Research & Innovation signs a Letter of Agreement approving TCD Campus Company status (a template is provided in Appendix III), the company CEO countersigns and the Dean of Research endorses the agreement.

NB. TCD Staff who are acting as Directors of a TCD Campus Company, must ensure that they have adequate insurance cover with respect to Directors’ and Officers’ liability with effect from the date of approval of the Company as a TCD Campus Company.

Licences of TCD IP to TCD Campus Companies
Once TCD Campus Company status has been approved, TCD and the company may conclude a licence agreement granting the company the rights to commercially exploit TCD IP. Negotiations may start prior to approval as a TCD Campus Company. TCD seeks to ensure that licences of TCD IP to such companies will maximise the level of knowledge transfer and will be on fair and reasonable commercial terms, in line with international best practice and so as to avoid conflict of interest issues and potential infringement of State-Aid Rules. If the TCD inventors/creators of the TCD IP are shareholders in the TCD Campus Company, they may not be actively involved in negotiations on behalf of the company, in order to avoid potential conflict of interest.

*The requirement to allocate 5% equity to TCD is independent of any subsequent licensing agreements between TCD and Campus Companies for the commercial development of TCD IP.
SECTION 11 Implementation, Derogation, Dispute Resolution, Appeals

The Board of TCD devolves responsibility for the interpretation and implementation of this Policy to the Director of TR&I and the Dean of Research. The Director reports to Trinity through the Dean of Research. The Technology Transfer Manager has general responsibility for the identification and protection of IP. Any powers exercised under this Policy may be transferred to other officers as decided by the Research Committee and ratified by the Board.

TCD’s responsibilities in respect of IP protection and commercialisation activities shall be discharged by TR&I, in accordance with this Policy.

Requests for specific derogations of this Policy should be addressed to the Dean of Research and submitted through TR&I. The Dean of Research may, at his discretion, consult the Research Committee and/or the Knowledge Transfer and Innovation Committee of TCD (KTIC), an advisory sub-Committee of the Research Committee.

TR&I shall make every reasonable effort to resolve fairly, by negotiation, all issues raised by TCD Staff in relation to the implementation of this Policy, in consultation with the Dean of Research as required. Disputes or differences arising in connection with this Policy, which cannot be settled amicably, shall be referred to the Research Committee.

Appeals regarding the implementation of this Policy shall be made to the Dean of Research and submitted through TR&I. The Dean of Research may, at his discretion, consult the Research Committee and/or KTIC. Decisions shall be made after appropriate investigation of any claims or appeals, and shall be subject always to decision of the Board, or its nominees.
APPENDIX I

Trinity College Dublin - Principles for Open Innovation, Engagement and Knowledge Transfer

These principles outline TCD’s open innovation approach to engaging with the community, through supporting effective engagement with public, private and social enterprise and stimulating knowledge transfer for socio-economic development. TCD aims to be recognised as an international leader in the generation, integration and application of education and research through innovation.

The purpose of research in TCD is:
- generation of scholarship for teaching and training
- satisfying the human need to understand our environment and ourselves.

TCD seeks to ensure that the resulting knowledge and technology is used appropriately to generate a societal and/or economic return to the community.

1. Pursuant to applicable statutory provisions, TCD is entitled to claim ownership of all intellectual property developed by TCD Staff in the course of their employment and it does so to the extent provided in the 'Policy, Practice and Regulations on Intellectual Property'. In particular, that Policy explains the reward structure for patents; and it provides the circumstances in which, in accordance with long-standing academic tradition, College does not claim copyright in works of scholarship.

2. TCD supports academic freedom to publish and to determine how research outputs are used, always subject to the terms and conditions attached to any funding of the research.

3. TCD’s underpinning aim is to ensure that research-derived knowledge is used appropriately.

4. Socio-economic return may be achieved
   - by the deployment of trained graduates in public or private enterprise
   - by embedding TCD researchers within industry to facilitate knowledge transfer and up-skilling in both directions,
   - by conducting industry-commissioned research
   - by establishing TCD campus companies – profit or not-for-profit and
   - by the commercial exploitation of knowledge - including patents, copyright material and other intellectual property.

5. In the commercial deployment of research-derived intellectual property, cognisance must be taken of TCD’s core mission, the interests of those who generated such intellectual property and the interests of the sponsors of the research.

6. TCD’s approach to the transfer of knowledge and technology for commercial use is based on defining, and appropriately protecting, commercially-useful intellectual property ("IP"), so that it can accrue value and realise delivery of an appropriate return. TCD will ensure that efficient and effective mechanisms for the deployment of IP are in place, consistent with our open innovation objectives. TCD is open to a range of models for ownership of IP, licensing of IP and future assignment of ownership of IP so as to best exploit its commercial potential and ensure future return from same. The chosen model will be aligned with TCD’s obligations to research sponsors and to the terms of any National IP Protocol or other National policy, as
applicable. TCD is committed to socially responsible licensing and endorses the “In the Public Interest: Nine Points to Consider in Licensing University Technology” Reference [1].

7. TCD will share all net revenue, derived from commercial exploitation of research-generated IP by third-party licensees, with those who created such IP. TCD researchers may participate directly in the commercialisation of the IP including in the formation of campus companies and may realise personal and financial gain in the process in accordance with TCD procedures.

8. TCD seeks to be recognised as a partner of choice in collaborative and funded research partnerships with industry. TCD’s interactions with companies, from spin-outs to multinational corporations, will be governed by a user-friendly system to support and encourage engagement using a range of models including collaborative research, technology evaluation, licensing, internships, researchers-in-residence/entrepreneurs-in-residence and fully-funded research services.

9. TCD recognises and accepts that the industry collaborators will be better placed to commercialise output than an academic institution, and accordingly TCD will ensure that industry shall have the first right of refusal on all IP from collaborative projects on terms commensurate with the level of support from the industry partner. Provision will be made to enable other uses of IP, including licensing to newly-created Irish-based ventures such as TCD campus companies, in the event that the industry collaborator does not exercise its rights to the IP.

10. Where the full costs of research are carried by industry partners, and the core mission of TCD is advanced by the research, TCD will ensure that the translation of knowledge to the participating industry partner will be the primary goal and should be achieved as efficiently and quickly as possible. Subject to National policy and contractual obligations to the industry sponsor, the return to TCD derived from commercialisation led by industry partners should be:
   • advancing the core mission of the University in excellent education and research while satisfying the professional needs of our academic staff;
   • ensuring a long term productive relationship with the industry partner; and
   • providing some appropriate financial return to TCD and the TCD creators of the knowledge. However, it is recognised that the return to individuals responsible for IP creation includes satisfaction in being able to engage in excellent research and international recognition for that excellence through publication. The return to TCD also consists of creating avenues for the employment of graduate students, postdoctoral researchers and undergraduates by industry which needs highly skilled employees.

11. TCD undertakes that all of our research partnerships, commercial agreements, negotiations, and expectations and resultant agreements and licenses will be developed in keeping with the above core principles, subject always to TCD’s obligations to research sponsors, and subject to the terms of any National IP Protocol or other National policy, as applicable.


These Principles were drawn up by the 2013 IP Working Group and were approved Council on 15th January, 2014.
APPENDIX II

Legislation and National Policy

Irish Statute Law relating to IP

The Patents Act 1992
- The act states that if an inventor is an employee, the right to the patent shall be determined in accordance with the law of the state in which the employee is wholly or mainly employed.

Note: However, in Ireland, the Common Law principle is that the employer will own the product of the work of an employee in the course of employment.

Copyright and Related Rights Act 2000
- The act provides that the employer will be the first owner of any copyright in work made by an employee in the course of employment, subject to any agreement to the contrary.
- The act provides that the employer shall be regarded as the maker of any database made by an employee in the course of employment, subject to any agreement to the contrary.
- Software is defined as Literary Work for the purposes of this act.

National IP Protocol

“Putting Public Research to Work for Ireland” – policies and procedures to help industry make good use of Ireland’s public research institutions
The Protocol was launched in June 2012.
APPENDIX III   Campus Company Formation – templates & guidelines

1. Template Letter from Company Promoters to the Director of TR&I.

[To be put on Company headed notepaper.]

Director,  
Trinity Research & Innovation,  
O’Reilly Institute,  
Trinity TCD, Dublin 2  
Date: xx.xx.20xx

Dear ...................,  

Company Ltd wishes to be approved as a campus company of Trinity TCD Dublin (TCD).  

This is to certify that Company Ltd agrees that  

● TCD will receive 5% of the equity in Company Ltd., and  

● the TCD Promoter(s) engagement with the Company Ltd, will be as approved by their Head of School  

Company Ltd agrees to provide TCD, in due course, with a copy of Company Ltd’s Shareholders Agreement, in confidence, and to provide TCD with copies of all revisions of the Shareholders’ Agreement.

Signed on behalf of Company Ltd:

________________________
Name:  
Title:  
Date:  

Signed by TCD Promoters:

1. I agree to the above  

2. I, the undersigned TCD-employed company promoter, hereby declare that I am familiar with TCD’s Code of Good Research Practice and in particular with the section on conflict of interest https://www.tcd.ie/research/dean/TCDGoodResearchPractice.pdf. I understand that, as a
promoter of the TCD campus company *insert name*, there is potential for future conflict of interest between my research activities within TCD and my involvement with *insert name*.

I hereby undertake to complete a Declaration of Interest (available at the above-referenced website) and to submit it to the Associate Director of Trinity Research & Innovation if, in the course of any research project, a conflict of interest arises.

Name: __________________________  Name: __________________________
Signature: ______________________  Signature: ______________________
Date: ___________________________  Date: ___________________________
Witness: _________________________  Witness: _______________________

Name: __________________________  Name: __________________________
Signature: ______________________  Signature: ______________________
Date: ___________________________  Date: ___________________________
Witness: _________________________  Witness: _______________________

Name: __________________________  Name: __________________________
Signature: ______________________  Signature: ______________________
Date: ___________________________  Date: ___________________________
Witness: _________________________  Witness: _______________________
2. Template Letter of Agreement approving the new TCD Campus Company

Dr Diarmuid O’Brien  
Director, Trinity Research & Innovation  
O’Reilly Institute, Trinity College, Dublin 2, Ireland

LETTER OF AGREEMENT

between

........................insert names as promoters of registered company...........................Ltd. insert name and legal address, CRO number insert (hereinafter insert “short name”)

and

The Provost, Fellows, Foundation Scholars and the other members of Board of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin, of TCD Green Dublin 2, Ireland also known as Trinity TCD Dublin (hereinafter “TCD”).

WHEREAS the promoters of short name have approached the Director of Trinity Research & Innovation of TCD (“Director”) seeking TCD approval to promote short name as a TCD Campus Company; and

WHEREAS the promoters of short name have provided the Director with a satisfactory business plan; and

WHEREAS the promoters of short name have provided the Director with written evidence that all TCD Staff associated with the proposed TCD campus company (“TCD Promoters”) are satisfied with the terms of their future involvement with short name; and

WHEREAS the Director has received an e-mail from the TCD Promoters’ Head of School approving the engagement of the TCD Promoters with the proposed TCD campus company; and

WHEREAS the Director has received a completed Declaration of Interest from the TCD Promoters; and

WHEREAS in consideration for being granted TCD Campus Company status, short name has agreed to provide TCD with 5% of the equity in short name in accordance with the terms of short name’s shareholders’ agreement.

NOW THEREFORE it is hereby agreed that short name is approved as a TCD Campus Company.

Signed for and on behalf of TCD

________________________
Name: Dr Diarmuid O’Brien
Title: Director, Trinity Research & Innovation
Date:

Signed for and on behalf of short name

________________________
Name:
Title:
Date:

Endorsed by the Dean of Research: ________________________________
3. Guidelines for Head of School and TCD Staff re required consent to engage with a campus company.

Before approval of TCD Campus Company status for a Company, the Director of TR&I must be assured that any TCD staff involved with said company have received specific approval of their Head of School. The following issues ought to be addressed:

- **description of company purpose** (to licence and commercially exploit TCD IP relating to xxxxxxxx; or to develop a business in the field of yyyyy; etc)
- **description of TCD Staff role* in the company** (Director**; scientific advisor; consultant***; other work for the company; etc)
- **proposed time to be spent working for the company**
- **(discretionary) TCD Staff equity stake, if any**

The Head of School will need to be assured that the TCD Staff are aware of and will abide by the following policies and guidelines:

(i) College policy on **Conflict of Interest** (Good Research Policy document)  
http://www.tcd.ie/about/policies/assets/pdf/TCDGoodResearchPractice.pdf

(ii) TCD staff acting as **Directors** must be covered by adequate **insurance** with respect to Directors’ and Officers’ liability with effect from the **date of approval** of the Company as a TCD campus company.

(iii) College guidelines for conducting **personal consultancy and non-College research work**
- Company must be advised that all such consultancy or other work is conducted by TCD Staff in a personal capacity and not as a staff member of College.
- No College facilities may be used in the conduct of the work without the consent of the Head of School or Building’s Office where applicable.
- No TCD IP apart from that which is formally licensed to the company may be used in the conduct of the work or be ‘leaked’ to the campus company.
- No TCD information, results, data, research plans or other material which has not already been published or otherwise disclosed into the public domain may be disclosed to the company.
- up to 20% of a TCD Staff member’s additional time outside of their College role may be spent on personal consultancy
- An external earnings document will be completed, as requested by College annually.  
http://www.tcd.ie/hr/assets/pdf/procedure15-outsideearnings.pdf

The approval of the Head of School may be communicated to the Director of Trinity Research & Innovation by e-mail to diarmuid.obrien@tcd.ie.
Trinity Research & Innovation provides supports and advice along the continuum from research funding application, through contract signature, through IP management to exploitation by licensing to campus companies or established industry.

The **Office of Corporate Partnership and Knowledge Exchange** (OCPKE) section of TR&I, encompasses both the technology transfer function and the industry engagement function of TR&I. The Technology Transfer Office (TTO) manages IP created by TCD Staff, supports campus company formation and builds external relationships to facilitate academic-industry research collaborations and to ensure transfer of TCD technology and knowledge for societal and economic impact. 

http://www.tcd.ie/innovation/

The **Research Development Office** (RDO) section of TR&I supports TCD researchers with information and advice on all applications for research funding. E-mail: research.office@tcd.ie

The **Contracts Office** (CO) section of TR&I negotiates and executes all research funding contracts on behalf of TCD. E-mail: rescon@tcd.ie

The **Entrepreneurship section** of TR&I provides entrepreneurship training for TCD Staff, and provides supports for campus companies.