

Guidance on the Regulations Concerning Intellectual Property Rights

***This guidance is provided for clarification and was approved by the Research Policy Committee
5 March 2009***

The University's Regulations concerning the ownership of intellectual property rights can be found at <http://www.admin.cam.ac.uk/univ/so/pdfs/ordinance13.pdf>, pages 982 -990. The following guidance relating to the Regulations, and the implementation of processes required by the Regulations, is issued by the Research Policy Committee, to provide clarification and to enable smooth operation of processes relevant to intellectual property.

General (2.)

Agreements entered into by the University or its subsidiary company, Cambridge Enterprise Limited ("Cambridge Enterprise"), with the consent of University staff or students, override these regulations. Agreements include but are not limited to studentship, sponsorship, research or collaboration or commercialisation agreements. The University will not enter agreements that affect the intellectual property rights of staff or students without their consent. However, where University staff and/or students wish to join an ongoing research activity, their participation may be subject to certain conditions, depending on the terms of any existing agreement with the sponsor of the research or other third party.

Students (14.)

Where a student is required by the University by virtue of these regulations to assign or license intellectual property rights to the University or a third party, he or she will have the same rights, including a share in any financial return from exploitation, and be subject to the same obligations in relation to that intellectual property as University staff under these regulations.

Scope of Application (16.)

The Regulations are intended to apply to all intellectual property rights relating to subject-matter created from the date the Regulations came into force (12th December 2005). However, except where agreements with third parties have already been made that would conflict with the Regulations, a University staff member may elect to apply the Regulations to any intellectual property rights relating to subject-matter created by that University staff member before 12 December 2005. In that event, the distribution of financial return from exploitation will be governed by the regulations in force at the time of disclosure of relevant intellectual property.

Administration of the University's Intellectual Property Provisions

General (18. 21.)

As a result of a reorganisation of responsibilities, University staff making inventions should now notify the University through Cambridge Enterprise rather than Research Services Division, wherever possible using the invention disclosure form available on the Cambridge Enterprise website at

<http://www.enterprise.cam.ac.uk>. Notification of Chairman of Faculty Board or Head of Department or appropriate Head of Institution is also required.

Distribution of Income amongst inventors (21.)

If University staff cannot reach agreement *amongst themselves* within a reasonable period, regarding either (i) whether to pursue exploitation of the subject matter through Cambridge Enterprise or (ii) distribution of the inventors' share of income, Cambridge Enterprise will attempt to mediate discussion. Cambridge Enterprise will not pursue commercialisation with third parties and will hold any funds until agreement is reached. Any party may make an application to the University Technology Referee for resolution.

Any determination of whether an assignment back to University staff is contrary to any existing agreement or not will be made by the University with the aid of the Research Services Division and others where necessary.

Agreed outcomes (24.)

Once agreement has been reached on an appropriate route for exploitation, Cambridge Enterprise shall continue to keep the University staff member informed provided that keeping the University staff member so informed would not result in a conflict of interests for that University staff member. Nothing in the Regulations requires the University or Cambridge Enterprise to place itself in breach of any agreement, including any agreement imposing an obligation of confidentiality, into which it has entered with a third party. Any University staff member who feels himself or herself disadvantaged by an agreement related to subject-matter created by that staff member into which the University or Cambridge Enterprise has entered without the consent of the University staff member may make an application to the Technology Referee.

For further guidance on the Appeal Tribunal's interpretation of Regulation 24 see <http://www.admin.cam.ac.uk/reporter/2008-09/weekly/6133/5.html>.

External sponsorship (28.)

The University will not enter into any agreement under which it purports to assign *en bloc* all intellectual property rights produced thereafter by any given research group, department or departments (a co-called "pipeline agreement") unless it has obtained the prior consent of all University staff in post at the time whose rights or interest could reasonably be expected to be affected by such an agreement. Any University staff member, student or visitor subsequently joining a research group where research is the subject of an existing pipeline agreement will be informed of any relevant restrictions in the pipeline agreement and will not be required to participate in the research unless he or she has consented of the relevant terms of the pipeline agreement. It will be the responsibility of the PI to obtain the necessary consents.

External sponsors may seek, as a condition of sponsorship, to seek rights to background (i.e. existing) intellectual property owned by the University. The University will not enter into any agreement to grant background rights without the consent of the owner and (where agreement has not been previously reached) of the creator of those rights.

Adjudication and Appeal (33. 37.)

Reference can be made to a University Technology Referee if a dispute as to the interpretation of the Regulations arises or as the Regulations otherwise allow. The Regulations do not seek to circumscribe the powers of the Technology Appeal Tribunal but they are construed as including the power to review the Technology Referee's decision and to quash, uphold or vary that decision as it thinks fit.

Schedule

These terms apply when Cambridge Enterprise is the manager or assignee of the intellectual property rights as opposed to acting as an investor through the seed funds it manages on behalf of the University.