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Distribution:	All staff and GP members of the CCG
Compliance:	Mandatory for all permanent & temporary employees of Rotherham CCG.
Equality & Diversity Statement:	In applying this policy, the Organisation will have due regard for the need to eliminate unlawful discrimination, promote equality of opportunity, and provide for good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion, or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristics.

## Rotherham CCG Management of intellectual Property

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## SECTION A - DEFINITIONS

**Intellectual Property (IP)** – The document *Handling Inventions and other Intellectual Property: A Guide for NHS Researchers* describes Intellectual Property as “The novel or previously undescribed tangible output of any intellectual activity can legitimately be described as intellectual property. It has an owner it can be bought, sold or licensed and must be adequately protected. It can include inventions, industrial processes, software, data, written work, designs and images.” (DH, 1998).

**Intellectual property protection** - The law is complicated and members of staff are advised to contact their Research Lead at the earliest opportunity to discuss more detailed information on IP protection. It is possible for more than one type of IP protection to apply to a particular item.

**Copyright** - Copyright covers written information (such as leaflets, articles, assessment tools and training packs), computer software and films / videos, which can all be protected by copyright. Separate related rights apply to databases. Copyright offers protection against the copying the whole or substantial parts of a copyright work, although copying would need to be proven.

Copyright is automatically applicable when the article is captured in a tangible form – copyright does not apply to ideas. It is advisable to attach a statement recording the origin of the copyright work to try and head off potential disputes such as:

*“© NHS Rotherham CCG 2017. All rights reserved. Not to be reproduced in whole or in part without the permission of the copyright owner.”*

Many of the options available to a copyright owner will involve contractual agreements governing the licensing and use of the work which will be just as important as the rights provided by copyright law. The right contractual agreement can minimise the chances of a dispute over copyright work.

Keeping copies of all your drafts and any other material shows your connection with the particular copyright material should this be disputed or infringed further down the line.

**Patents** - Patents can be used to protect inventions that embody a new idea and an inventive step and are capable of being made or used by industry (such as devices, processes or methods of operation). Exclusions from this include methods of treatment of the human / animal body by surgery or therapy, or methods of diagnosis. An invention must not have been made public anywhere in the world prior to the patent filing date (including journals, the internet, meetings, posters, etc.) and must not be obvious, compared to what is already known to someone who is experienced in the relevant field. Records should be kept of when the invention was made, as in the US patent protection is provided for the first inventor, rather than the first to file for protection in the UK.

**Unregistered Design Rights** - Design Rights are not directly associated with appearance such as surface decoration. This right is created automatically in objects and can protect internal and external features but only gives protection against copying of features of shape and configuration (e.g. engineering components and architectural models). The protection offered is shorter term than that for registered design rights, and is not available for functional objects that must be a particular shape in order to carry out their function. This means that spare parts for cars, for example, are not protected by design rights.

**Registered Design Rights** - An object or pattern (such as a typeface) that is new and has “individual character” can be the subject of registered design right application that offers

protection against copying as of right – direct copying need not be proved to enforce the right. This right cannot apply to designs that are purely functional; there must be some aesthetic quality to the design, although it need not be artistic as such.

**Trade Marks** - A trade mark is a sign or symbol that is used to distinguish a product or service from that produced or supplied by another business. It could be the design of a label or the shape of a product's packaging (for example the Coca-Cola bottle). The term "sign" includes logos, slogans, words, colours and 3-D shapes.

Registering a trade mark protects the owner from competitors also trying to use that image or a similar one to promote their own products. Trade marks can be very valuable in keeping a product or brand as a market leader.

**Know-How** - Confidential information or "know-how" is information which may be commercially or technically valuable and which is regarded as secret. It may, for example, include information on industrial processes or be a list of clients.

In all cases, the "know-how" will only retain its value if it is managed effectively and kept within the organisation. All exploitation partners, business partners and collaborators should be bound by conditions of confidentiality through a Confidential Disclosure Agreement (CDA). This may be a reciprocal agreement whereby confidential information is both disclosed and received. A CDA may be obtained from your Research Lead.

Know-how and confidential information can be bought, sold and licensed like any other form of IP and persist indefinitely, as long as they remain "secret".

## **SECTION B - POLICY**

### **1 INTRODUCTION**

- 1.1** In delivering high quality care NHS employees may generate new ideas and concepts which are likely to have the potential for wider application and commercial distribution. These types of ideas and concepts are known as intellectual property (IP) and, as with other forms of property, may be owned by an individual or organisation.
- 1.2** Intellectual Property (IP) can be created by almost any form of intellectual activity, although the nature of the IP will ultimately depend on the character of what is produced and, potentially, whether someone else got there first. IP exists in this policy statement, the design of a novel surgical tool and the chemical composition of a new drug – but different types of IP require different steps to protect, and premature public release of IP may jeopardise such protection.
- 1.3** NHS Policy and the framework and guidelines on the management of IP place a duty on the organisation to audit, protect and exploit its intellectual property. This document outlines a policy for the effective management of IP and gives a brief definition of what intellectual property is, with information on who to contact if you have an invention / idea / innovation that you think may need protecting or if you require general advice on IP arising from your work.

### **2 LEGISLATION & GUIDANCE**

- 2.1** The Intellectual Property Act 2014 came into force on 1<sup>st</sup> October 2014 in a bid to modernise UK intellectual property law, most notably design and patent law. It protects organisations IP rights in the UK and abroad as it synchronises UK law with EU intellectual property law.

### **3 POLICY STATEMENT**

- 3.1** People working in the NHS continually generate IP. It arises both within and outside of clearly identified research and development activities. Every member of staff should be conscious that they may be creating valuable IP on a daily basis. The IP that CCG employees create may improve the health care services provided by the NHS.
- 3.2** It is the CCGs policy to encourage and enable employees to participate in the generation and exploitation of IP as part of its commitment to delivering the best possible patient care. Sometimes improvements to patient care can only come about by the protection of IP and its subsequent commercial exploitation to generate revenue, rather than by immediate widespread dissemination. This policy seeks to ensure that:
  - the legitimate needs of the CCG to protect its interests in IP are recognised by its staff; and
  - work carried out by the CCG, its employees and agents can be used to produce wider benefits for the NHS and patients; and
  - a creative environment for employees to work in is fostered where innovation and excellence are rewarded.

- 3.3** The CCG therefore agrees that income generated by successful exploitation of its IP and received by the CCG will be shared with the inventor(s) on the basis set out in Section 16.
- 3.4** The CCG will assign to its employees the copyright of any article produced by the employee intended for publication in an academic or professional journal and with no commercial value, in which event it will waive any claim to financial benefit arising from the publication unless specifically agreed otherwise. The CCG will, however, retain a world-wide, irrevocable, royalty free licence to use the publication for its own non-commercial purposes, including research and training.

## **4 SCOPE**

- 4.1** Any persons under the control of NHS Rotherham CCG, including for example (but without limitation) its Members, employees, professional trainees, contractors and persons who may be partially funded by other parties are covered by this policy and by default any IP that they create will be considered to vest in the CCG unless stated otherwise in this policy. This extends to persons doing work in relation to CCG matters away from their normal place of work.
- 4.2** The position stated in Section 4.1 may be overridden by the terms of any commercial contract between the CCG and the person concerned, or where the CCG has an agreement in place with a third party that dictates a different approach to the management of IP produced in association with that agreement (where, for example, research is funded by a company but carried out by CCG employees the IP may vest in the pharmaceutical company rather than the CCG as would normally be the case).

## **5 AIMS AND OBJECTIVES**

- 5.1** This policy has been developed in order to:  
ensure NHS Rotherham CCG complies with the requirements of
- The Intellectual Property Act 2014 Outline a policy for the ownership and effective management and exploitation of IP.
  - Set out accountabilities and responsibilities of staff in relation to notification, confidentiality and protection of IP.

## **6 OWNERSHIP OF INTELLECTUAL PROPERTY**

- 6.1** Ownership of IP will often automatically rest with the CCG. This applies to all IP produced by CCG employees in the course of their normal duties and any other tasks they are specifically instructed to carry out in the CCG. Any other IP created by CCG employees, in their own time and using their own resources, or not arising as a result of their normal duties or specific instructions, will vest in the employee. This is in accordance with the Patents Act 1977 and the Copyright, Designs and Patents Act 1988.
- 6.2** If an employee's contract of employment requires him/her to undertake research and development then there is an expectation that inventions may potentially arise. In this case, the IP belongs to the CCG and income generated by its successful commercialisation and received by the CCG will be shared with the inventors on an agreed sharing basis (see Section 16).
- 6.3** For employees who are not contracted to undertake research and development and

who generate IP, particularly patentable IP, it is not always clear where ownership lies. However, in return for assignment of the IP to the CCG, the CCG will offer employees the same potential benefit as to others where ownership by the CCG is more clearly defined. The CCG will then undertake to evaluate and exploit the IP where appropriate at no cost to the inventor and any income generated by its commercialisation and received by the CCG will be shared with the inventor(s) (see Section 16).

- 6.4** If an employee uses CCG resources (including premises, staff and facilities) to develop and exploit any IP, whether inside or outside of office hours, then that IP belongs to the CCG.
- 6.5** If an employee who is not contracted to undertake research and development wishes to claim ownership of IP not produced in the course of their duties, then that person may try to protect and exploit the IP on their own and using their own resources. However, employees should recognise that this is a complex and costly process and that, in these circumstances, CCG resources must not be used.
- 6.6** There may be circumstances in which the CCG chooses not to take up its rights to the IP, in which case the IP rights of ownership (IPR) may be assigned to the employee.

## **7 INDEPENDENT PROVIDERS**

- 7.1** Health and Social Care Act 1998/106 states that IP should be owned by those best able to exploit it. Generally an Independent Provider of NHS Services does not have the resources to support the development of IP, or have access to the expertise to exploit it. NHS Rotherham CCG is best placed to arrange access to the means of exploiting IP. It should then be NHS Rotherham CCG that takes ownership of the IP and assumes responsibility for its exploitation. If the Independent Provider agrees to this transfer of ownership then the requirement to share any benefit with the Department of Health will be waived. The transfer of ownership and responsibility for exploitation does not prevent the inventors sharing in rewards of its exploitation.

## **8 COLLABORATIVE PROJECTS**

- 8.1** If work/research is conducted by an employee in partnership with another organisation, a formal agreement stating ownership (or sharing) of generated IP is required. It is the CCGs responsibility to agree a price for carrying out this work/research and development and, in fixing this price, the CCG will pay due regard to the IP which is likely to result from the contract. The Research and Development Lead will have primary responsibility for developing IP sharing agreements with collaborating institutions.

## **9 EXTERNALLY FUNDED RESEARCH**

- 9.1** If a project is externally funded then intellectual property rights depend on the terms of the contract between the sponsor and the provider undertaking the work. The contract should ideally include a royalty sharing provision. Ownership may be retained by the provider, particularly if the provider is meeting part of the cost of the research from its own resources. Amongst its various provisions the grant or contract document should define clearly which of the parties will have ownership rights to intellectual property arising from work under grant or contract. Some sponsors tend to have standard terms covering the projects they support (so there is limited scope to negotiate a substantially different arrangement).

## **10 DISPUTES OF OWNERSHIP**

- 10.1** If the ownership of IP is disputed, dated written records relating to the IP in question will be assessed to establish the inventor(s) and their proportionate contribution. If such material is not available, the Assistant Controller of the UK Intellectual Property Office will make a final decision.

## **11 ACCOUNTABILITIES AND RESPONSIBILITIES**

### **11.1 Research Lead**

It is the responsibility of the CCG's Research Lead to manage and protect IP for the CCG. This responsibility is delegated to the Deputy Chief Officer

### **11.2 Research Management and Governance Manager**

The Research Management and Governance Manager is the initial contact point for advice and can provide details of the support available for the management of IP. They must ensure that there is an up to date record of all IP rights held by the organisation and that the process to obtain approval for the sharing of IP is followed accordingly.

### **11.3 All staff**

- 11.3.1** From time to time an employee may generate IP that may have value in the delivery of better patient care.
- 11.3.2** Disclosures to persons outside NHS Rotherham CCG (other than under explicit terms of confidentiality) may invalidate any subsequent attempt to gain IP rights and significantly diminish both potential commercial value and benefits accruing to both the CCG and the inventor. It is essential therefore that all ideas and developments are not generally discussed and are reported instead through the correct channels.
- 11.3.3** Employees have an obligation to inform their Line Manager and the Research Lead about identified or potential IP resulting from their activities. Employees must not, under any circumstances, disclose before protection, sell, assign, licence, give or otherwise trade in IP without the CCG's written agreement (for more information see section C).
- 11.3.4** All employees who may have created any form of intellectual property are required to bring it to the immediate attention of NHS Rotherham CCG Research Lead who will provide first level advice, and engage the services of outside advisors as appropriate.
- 11.3.5** In cases where the intellectual property does not belong to the CCG, but has been generated by use of or access to NHS Rotherham CCG resources, this must not be exploited without prior written consent from the Research Lead. NHS Rotherham CCG will not unnecessarily withhold consent but may, in its discretion, require a reasonable reward reflecting the contribution made from its resources. This requirement does not apply to research led by external organisations where NHS Rotherham CCG patients or employees have been subjects of research, but have made no substantial input to the design or development of the study.

## **12 CONFIDENTIALITY**

- 12.1** All employees should treat as confidential and not disclose to any third party any research results or other confidential information relating to IP developments without

prior written approval of NHS Rotherham CCG Research Lead. For the avoidance of doubt, the requirement to obtain this approval applies to the submission of papers, abstracts or theses for publication and grant proposals.

### **13 PROTECTION OF IP**

**13.1** Any employee wishing to discuss the protection of any idea or other form of IP should discuss the matter with the Research Lead at the earliest opportunity and, in any event, before disclosure of the idea to any party outside the CCG either orally or in writing. Prior public disclosure (other than under the explicit terms of confidentiality) may invalidate any subsequent application and diminish both potential commercial value and benefits accruing to the CCG and to the inventor. It is essential therefore, that ideas and inventions are not generally discussed and are reported through the correct channels. All employees should be aware of the importance of avoiding improper disclosure of their invention.

### **14 PARTICULAR ARRANGEMENTS FOR EMPLOYEES ENGAGED IN RESEARCH AND DEVELOPMENT**

**14.1** Periodically, the Research Lead will arrange for an audit of CCG R&D activity to satisfy the Department of Health requirements for identifying potential IP of value. Employees are required to co-operate fully with this activity.

**14.2** Employees will sometimes be engaged in contracts for R&D, which are funded wholly or in part by external sponsors (e.g. universities, medical charities, commercial sponsors etc). These contracts will ensure that adequate provision is made for the ownership and exploitation of arising IP with the CCG retaining or obtaining ownership when appropriate. Employees should ensure that they understand their position and obligations within these contracts, taking their own independent advice as necessary.

**14.3** Employees engaged in R&D will sometimes enter into discussions with external sponsors on funding R&D. It is the CCG's responsibility to agree a price for carrying out this R&D and, in fixing this price, will pay due regard to the IP which is likely to result from the contract.

### **15 MANAGEMENT STRUCTURE – GENERAL MANAGEMENT ARRANGEMENTS**

**15.1** A record will be kept of the date and time on which an employee reports to the Research Lead that he/she is the inventor of a creative product. The Research Lead must also be contacted to obtain a form on which to register IP. Employees should keep accurate and dated notebooks/research files so that, in the events of similar IP being generated elsewhere, the ownership of the invention can be legally attributed. Such notebooks can be important when applying for patents in the USA and also for identifying know-how.

**15.2** The CCG maintains a register of all IP rights owned by the CCG which have been licensed or assigned to a third party where an employee is a named inventor or originator based on the information provided in the registration document. Details of these IP Rights and the income that they generate may be given to the Department of Health on request.

### **16 EXPLOITATION OF INTELLECTUAL PROPERTY**

## 16.1 Decisions on Exploitation

- 16.1.1** It is the role of the Research Lead, in consultation with the inventor and other specialist staff, to decide on the potential for an idea / invention to be exploited. In strong cases, the information reported should effectively demonstrate the potential market and the likelihood of success of the venture.
- 16.1.2** The CCG has arrangements in place for the exploitation of IP. Advice will be available to decide ownership and transfer of IP to the CCG when this is agreed to be appropriate. Without transfer of IP (assignment), NHS resources will not be available to an employee to exploit IP. Employees should take no steps to exploit any CCG IP without the specific approval of the Governing Body. Employees are expected to co-operate with those charged by the CCG to execute its management responsibilities.
- 16.1.3** The CCG may, at its absolute discretion, decide that the IP is best exploited through a spin-out company. If the CCG owns a shareholding then the employee responsible for the IP may also own a shareholding. This is a complex procedure, which will require the full co-operation of the employee with the CCG and with those responsible for setting up the company (see section 7.4).
- 16.1.4** Where the CCG chooses not to exploit IP arising from the work of CCG employees, it will, in most cases, assign the IP back to the inventor, who may wish to pursue its further development.

## 16.2 Contract Negotiations

- 16.2.1** Any IP that is licensed, sold or otherwise transferred to another organisation will be negotiated in the best interests of the CCG by professional advisors with the Research Lead.

## 16.3 Revenue-sharing with Inventors

- 16.3.1** The CCG wishes to encourage full participation of employees in the creation and commercial exploitation of IP. The policy will therefore be to reward employees who have contributed substantially to the generation of IP, which has subsequently provided revenue through exploitation. Such revenue will be shared between the CCG and the inventor according to the revenue sharing formula. In all cases the shared revenue will be net of any protection and exploitation costs (e.g. patent costs).
- 16.3.2** Currently, 30% of the net income received from IP by the CCG will be distributed to the employee who is the inventor of the IP. In cases where several employees have been involved in generating the IP, the proportion of income allocated to inventors will be divided between them on the basis of relative inventive contributions or intellectual effort. It is at the discretion of the inventor(s) to agree to share this income with others if appropriate. Income is income received by the CCG after the deduction of any reasonable expenses incurred by the CCG in achieving the income, including patent and legal expenses, and before the payment of 30% to NHS Rotherham CCG R&D budget. In all cases, 30% of the net revenue will be top-sliced to fund activities of NHS Rotherham CCG R&D budget.

DESCRIPTION OF UNIT	REVENUE SHARING FROM IP EXPLOITATION
Inventor	30%
CCG (central funds)	40%

R&D budget	30%
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**16.3.3** The above figures are indicative of appropriate allocation of funds and may vary on a case-by-case basis.

**16.3.4** Where NHS Rotherham CCG has achieved a surplus in its income and expenditure account for the year this may be retained in the CCG for future developments that it determines. The limit for such retentions for any one year is the larger of £100k or 0.2% of turnover. This surplus is after deduction of costs and distribution to inventors. However, NHS Rotherham CCG should aim to break even (neither generating surplus nor deficit in the financial accounts) each year.

## **16.4 Exploitation through Formation of Spin-Out Companies**

**16.4.1** Section 5 of the Health and Social Care Act 2001 enables CCGs to form, or participate in the formation of or invest in, companies for income generation purposes. NHS Rotherham CCG is obligated to exercise this power to the extent that its exercise does not to a significant extent interfere with the performance by the CCG of its functions or of its obligations under NHS contracts.

**16.4.2** A spin-out company is appropriate when it represents the best option for exploiting the IP for the benefit of the health service. Such companies must be established through a Stakeholders Agreement and Memorandum and Articles of Association, which pass as much of the risk as possible to the external investors and restrict consequential liability for the public sector.

**16.4.3** Should a spin-out company be formed to complete the development of IP, NHS Rotherham CCG will own a percentage of the shares in recognition of the value of its past work, as normally would the inventors. NHS Rotherham CCG shareholding will normally be obtained without further investment, and NHS Rotherham CCG would license or assign ownership of the IP to the company. NHS Rotherham CCG should have a CCG employee, nominated by the CCG Chief Officer on its Governing Body.

## **16.5 Participation of NHS Employees and Associates in Spin-Out Companies**

**16.5.1** CCG employees may have direct participation in a spin-out company if:

- NHS Rotherham CCG has agreed the probity of the arrangements including consideration of possible conflicts of interests;
- success of the activity will bring value to the NHS and contribute to promoting economic prosperity;
- NHS Rotherham CCG owns shares in the company reflecting its investment in the intellectual assets;
- The capacity of NHS Rotherham CCG to pursue its key objectives is not compromised.

**16.5.2** If the employee responsible for generating the IP is to continue to be an employee of the CCG, explicit permission for the inventor to participate in the work of the company needs to be given, with a new contract of employment if the work conflicts with normal working hours. An agreement should be drawn up setting out roles, responsibilities, payments, the amount of time to be spent on company as opposed to CCG business, and ownership of IP whilst working for the company.

**16.5.3** If an executive director of an NHS CCG or an officer member of a Primary Care CCG owns shares in a company set up to exploit IP, then the director or member

and the CCG must ensure that they comply with requirements of the NHS CCGs (Membership and Procedure) Regulations 1990 (S.I. 1990/2024) or the Primary Care CCGs (Membership, Procedure and Administration Arrangements) Regulations 2000 (S.I. 200/89).

## **16.6 Allocation of Shares from Spin-out Companies to CCG Employed Staff**

**16.6.1** Care should be taken in allotting shares to NHS employees, otherwise the NHS employee may be liable for income tax if the shares are deemed to be a benefit of their employment. Both the CCG and the employees will need to take appropriate tax advice. It may be appropriate for a spin-out company to be a company in which NHS employees already have a shareholding before the PCT takes its shares.

**16.6.2** If an employee remains employed by NHS Rotherham CCG allocation of shares will be based on an agreed CCG reward structure. NHS Rotherham CCG will ensure that employees seeking to hold shares are fully aware of the risks as well as the potential benefits arising from their shareholding.

## **16.7 Special Conditions Concerning Copyright**

**16.7.1** Statute provides that copyright in any work produced for the CCG by an employee in the normal course of employment belongs to the employer. The CCG will normally assign to the author copyright in a work intended for publication in a professional or academic journal or electronically and waive any claim it may have to benefits arising from the publication. However, the CCG reserves the right to itself at no cost to reproduce and use these publications for its own non-commercial purposes, including teaching and research. The CCG does not assign any of its other copyright to the author including, without limit;

- course or training materials or patient information leaflets produced by an employee in the course of employment for the CCG and which are produced, used and disseminated within or outside the CCG;
- any software programme generated by an employee in the normal course of their employment;
- any designs, specifications or other works which may be necessary to protect rights in commercially exploitable IP.

## **17 FURTHER GUIDANCE ON THE EXPLOITATION OF IP**

**17.1** Further support can be obtained from Medipex, the NHS Innovation Hub for the Yorkshire and Humber region. They should be considered the main channel for all IP developments. They can provide support and advice on issues relating to the development of IP such as (but not limited to):

- Public/private sector partnerships
- Negotiation of patent/licensing on behalf of the NHS employee/CCG
- Clinical trials of medical devices and technologies

**17.2** Where innovations are examples of „best practice“ rather than IP, Medipex may be able to advise on appropriate methods of dissemination.

## **18 TRAINING**

**18.1** Members of staff receive instruction and direction regarding IP from a number of sources:-

- NHS Rotherham CCG Policy

- Line Manager
- Other communication methods including staff email circulars
- From the NHS Rotherham CCG Research Management and Governance Manager/Clinical Governance Manager
- NHS Rotherham CCG extranet

**18.2** Contractors receive instruction and direction regarding IP:

- NHS Rotherham CCG Policy

**19 RECORD KEEPING**

**19.1** It is important for staff working on projects that generate IP, to keep dated records of their activities and results in written or other appropriate form. This is especially important for patent application purposes in the US, since the US has a policy of „first to invent“ rather than the „first to file“ rule in the UK. When exploiting IP it is imperative that all correspondence, including e-mails, telephone conversations and meetings are logged to provide a detailed account of any discussions relating to the IP. This is in accordance with clinical governance, research governance and good clinical practice guidelines for R&D.

**19.2** The Research Management and Governance Manager is responsible for maintaining a register of all the IP owned by the CCG, including the date and time it was reported. It is also their responsibility to keep safe any important original documents, such as confidentiality disclosure agreements, relating to IP. It is advisable that key members of staff concerned should also retain copies of these documents.

**20 REVIEW AND DISSEMINATION**

**20.1** This Management of Intellectual Property Policy will be reviewed biannually by NHS Rotherham CCG Research & Development group, and in accordance with the following on an as and when basis:-

- Legislative changes
- Good practice guidance
- Changes to organisational infrastructure

**20.2** The Management of Intellectual Property Policy is located in the General Policy Manual. A set of policy manuals is available at all staff base points and all staff policies are available via NHS Rotherham CCG extranet.

**20.3** Staff will be made aware of policy reviews as they occur via team briefs and team meetings.

**20.4** Contractors will be made aware of the policy as and when necessary and applicable.

## **21 EQUALITY IMPACT ASSESSMENT**

**21.1** As part of its development, this policy and its impact on staff, patients and the public have been reviewed in line with NHS Rotherham CCG's Legal Equality Duties. The purpose of the assessment is to improve service delivery by minimising and if possible removing any disproportionate impact on employees on the grounds of race, gender, disability, age, sexual orientation or religion/ belief.

**21.2** The Equality Impact Assessment has been completed and has identified impact or potential impact as nil/low.

**21.3** The EIA has been forwarded to Corporate Services for audit and publication purposes.

**21.4** The code to evidence the completed EIA is EIA051. The EIA will be reviewed and amended in line with legislative changes when appropriate or in line with the review date of this policy. In accordance with equality legislation the EIA will be reviewed at least every three years.

## **22 SYSTEMS FOR MONITORING THE EFFECTIVENESS OF THE POLICY**

**22.1** This policy will be monitored on a bi-annual basis through NHS Rotherham CCG Audit and Quality Assurance Committee. A report will be produced annually to the Quality and Clinical Assurance Committee to show progress and review of the system for managing IP within NHS Rotherham CCG.

## **23 INTELLECTUAL PROPERTY AUDITS**

**23.1** Periodically, audits may be carried out by the NHS Rotherham audit team on behalf of the CCG. This process is necessary to identify potential IP arising from R&D and other activities. Auditing is essential to ensure the correct action is taken to protect any IP that may later be exploited.

## **SECTION C - STAFF PROCEDURES**

### **24 REGISTRATION OF IP**

Please refer to Appendix 1 for details of the general registration procedure.

### **25 PUBLICATIONS**

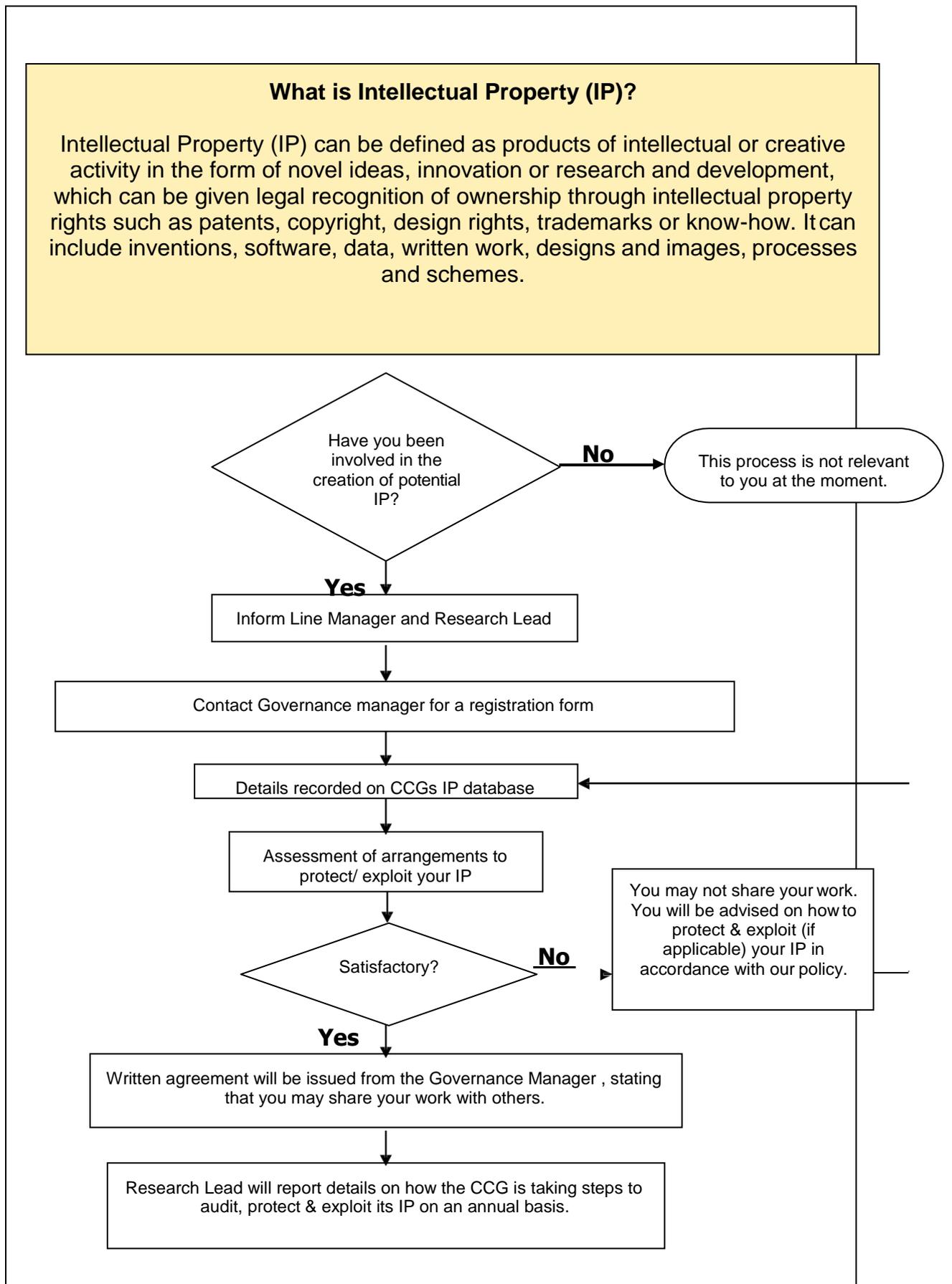
It is the CCG's policy to actively encourage employees to publish their work and the CCG will not normally object to an employee's right to be named as an author of copyright material. However, if IP is to be exploited, all work needs to be kept confidential until it is correctly protected. Advice should be sought from the Research Management and Governance Manager before publicly disclosing any work.

### **26 CONFIDENTIALITY**

Any IP with the potential to be exploited must not be disclosed to anyone outside the CCG (including presenting papers or posters at conferences, abstracts, chapters in books and any other verbal or written communication), until IP advice has been sought from the Research Management and Governance Manager. IP cannot normally be protected (especially in the case of filing patents) once prior disclosure has occurred, no matter how informal.

### **27 RECORD KEEPING**

See section B paragraph 19.



**Intellectual Property Registration form**

Intellectual Property (IP) can be defined as products of intellectual or creative activity in the form of novel ideas, innovation or research and development, which can be given legal recognition of ownership through intellectual property rights such as patents, copyright, design rights, trademarks or know-how. It can include inventions, software, data, written work, designs and images, processes and schemes.

**Notification** – Employees have an obligation to inform their Line Manager and the Research Lead about identified or potential IP resulting from their activities. Employees must not, under any circumstances, disclose before protection, sell, assign, licence, give or otherwise trade in IP without NHS Rotherhams written agreement. Please register any potential IP using the pro-forma below.

Please complete & return this form after viewing the CCGs „Registering Intellectual Property Flowchart“

**PLEASE RETURN TO: Sue Hart – Governance and Complaints Officer**

<b>Contact Name</b>	
<b>Job Title</b>	
<b>Work Address</b>	
<b>Phone No.</b>	
<b>Email Address</b>	
<b>Description of potential IP</b>	

**Who is the lead for this IP?**

Were NHS resources (including premises, staff and facilities) used to develop or exploit any IP?

√or X		√or X	
<b>Yes</b>		<b>No</b>	

**Have you worked in partnership with anyone else in developing this IP?**

√or X	√or X
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Yes		No	
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Has the IP been disclosed to anyone outside the CCG (including presentation of papers or posters at conferences, abstracts, chapters in books or any verbal or written communication)?

	✓or X		✓or X
Yes		No	

If YES, please describe:

**Where does Intellectual Property Protection apply?**

Please view Appendix 1 of NHS Rotherham CCG Management of Intellectual Property Policy.

	✓or X		✓or X		✓or X
Copyright		Design Right		Patent	
Trademark		Unregistered Design Right			
Know-How		Registered Design Right			

Would you like to share the potential IP with others, or exploit it commercially?  
Please describe.

	✓or X		✓or X
Yes		No	

**PLEASE ENCLOSE COPIES OF KEY DOCUMENTS RELATING TO POTENTIAL ITEMS OF INTELLECTUAL PROPERTY, OR STATE WHERE THESE ARE AVAILABLE FROM**

**Signature:**

**Name & designation:**

-----  
**For office use:**

**Project identification no:**

**Date received:**

**Action required:**

**Subsequent developments:**

The information that you have provided will be held on a secure database. Under the Data Protection Act 1998, we have a legal duty to protect any personal information we collect from you. We will only use personal information you supply to us for the reason that you provided it for. And we will only hold your information for as long as is necessary to fulfil that purpose.