



Intellectual Property Policy

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Amendments	<p>September 2020: Amending for typographical errors, clarity and consistency with other policies.</p> <p>Also the following changes were introduced:</p> <ul style="list-style-type: none"> Assignment to be offered to Originator(s) for all patents to be abandoned by LSHTM Following assignment, only future patent costs will be borne by Originator(s) Thesis embargo to be requested by student or LSHTM Inclusion of the wholly owned subsidiary of LSHTM, Chariot Innovations Limited Inclusion of attachments. Correction of formatting and references.
Related Policies & Procedures	

SCOPE

This Policy applies to all staff, students and visiting researchers at the London School of Hygiene and Tropical Medicine (“LSHTM” including the MRC Unit The Gambia at LSHTM, and the MRC/UVRI and LSHTM Uganda Research Unit. LSHTM expects the principles, policies and procedures set out in this Policy to be understood, observed and followed by all staff, students and visiting researchers.

PURPOSE AND OVERVIEW

This Policy provides a framework and guidance for the effective identification, protection and translation of LSHTM intellectual property (IP) to ensure that LSHTM’s research activities deliver societal impact and patient benefit in an ethical and socially responsible manner.

Whenever possible, LSHTM will aim to promote global access to the outputs of its research through socially responsible licensing. As part of this commitment, LSHTM will aim to facilitate equitable access to health related technologies including medicines in the developing world in all licensing agreements. Those outputs of LSHTM’s research deemed more suitable for dissemination than commercialisation, will be made available through publication in peer reviewed journals and other routes including the LSHTM website.

Employees and Students of LSHTM consistently produce research with a focus on delivering real-world impact. Impact can be achieved by dissemination of research findings widely to the research community or society as a whole. Translation, or technology transfer, can also play a vital role in realising impact from academic research, facilitating development of therapeutics, diagnostics or



Innovation Committee means a committee comprising LSHTM's Chief Operating Officer, representation from LSHTM's Strategic Research Office, representation from LSHTM's Research Operations Office, representation from LSHTM's Technology Transfer Team, and representation from LSHTM's Faculties and Units. Where additional or independent expertise is required, external advisors will join LSHTM Innovation Committee meetings.

IP (Intellectual Property) means all research results and data generated through research programmes conducted at LSHTM (including with Third Party collaborators), as well as all other outputs of work conducted by Originators, such as Teaching Materials, and all intellectual property rights associated with or arising from such results and outputs. Intellectual property rights mean patents, including all divisionals, continuations and supplementary protection certificates, copyright, database rights, topography rights, design rights, whether registered or not, trademarks, whether registered or not, rights to prevent passing off, plant breeders rights, data, and know-how, whether reduced or not to a tangible form and including any inventions in such know-how, and all applications for any of the foregoing, including the right to claim priority. IP should also be interpreted to include all other intellectual or industrial property rights (whether registered or unregistered / registrable or un-registrable) and including applications or rights to apply for them, all extensions and renewals of them, and in each case all rights having equivalent or similar effect anywhere in the world.

Originator means any Employee, individual treated as an Employee, such as a visiting worker and honorary appointee, or Student that creates or contributes to the creation of research results and data, inventions, copyright (including software) and designs (whether registered or unregistered / registrable or un-registrable); compiles, presents or verifies a database; generates or develops new plant varieties, Research Materials, Teaching Materials, know-how or any other IP.

Physical Manifestations of IP shall mean all documents, including lab books, electronic files/documents and any other tangible materials that comprise of or otherwise record IP.

Research Materials shall include, but not be limited to, all biological materials, non-biological materials, chemical entities, compounds, samples, formulae, models, processes, instructions, graphic representations, technical specifications, designs and drawings, databases, computer software, prototype devices and equipment, diagnostic and research-use kits as well as data reduced to any tangible form and any associated research results.

Research Operations means the team concerned with the management of LSHTM's portfolio of research grants.

Research Publications Team



environments and physical materials, such as apparatus for practical and experimental work and models for demonstration.

Technology Disclosure Form means [the form](#), as amended from time to time, intended to aid the disclosure to LSHTM of inventions, technologies or other IP with potential for Commercialisation, via its Technology Transfer Team.

Technology Transfer Team means any external service provider or internal team, including LSHTM's IP manager, engaged to assist with the protection, translation and exploitation of LSHTM IP.

Third Party means any legal entity that is not directly or indirectly controlled by or under common control of LSHTM, such as companies, government bodies, funders and charities, or any other entity or individual that is not an Employee, an Originator or a Student.

Ownership of IP and Research Materials created by Employees

1.1. Ownership of IP/Research Materials created by Employees

All IP created and/or developed by an employee in the course of their employment will belong to their employer as a matter of law (Copyright, Designs and Patents Act 1988 and the Patents Act 1977).

As provided under their respective employment contracts with LSHTM, all IP and Research Materials created and/or developed by an Employee during the course of their employment duties, or that might reasonably be expected to result from the Employee carrying out their duties, will vest in LSHTM. The latter instance arises, for example, if the subject matter of such IP is materially similar to the subject of their employment and is therefore not severable from their employment duties. In the event that such IP and/or Research Materials are created and/or developed by an Employee only partly during the course of their employment duties or that might reasonably be expected to result from the Employee carrying out their duties, LSHTM will own the part of IP/Research Materials corresponding to the proportional contribution, to be determined by the Intellectual Property Office (IPO) under section 39(2) of the Copyright, Designs and Patents Act 1988.

Specific assignment forms substantially in the form [as linked](#) may be required, and if any IP or Research Materials such as software and data are created or developed by an Employee in the course of their employment duties, LSHTM will own the part of IP/Research Materials corresponding to the proportional contribution, to be determined by the Intellectual Property Office (IPO) under section 39(2) of the Copyright, Designs and Patents Act 1988.



and the institution in question governing the terms of the appointment before initiating that honorary appointment. Such agreement will include terms that set out, amongst other things, the ownership of all arising IP/Research Materials and provisions for access to any existing LSHTM IP or Research Materials. In all such instances, the Employee should discuss this arrangement with Human Resources and any contract will be negotiated in consultation with the Technology Transfer Team on behalf of LSHTM.

In instances where an individual is not an Employee or a Student of LSHTM but has an honorary appointment with or is a visiting worker at LSHTM, such individuals will adhere to the provisions of this Policy as if they were Employees of LSHTM and will only commence their appointment once a contract has been entered into between LSHTM and that individual, and/or their employer where applicable, which governs the terms of that appointment. All arrangements in 1.3 above will be made by Human Resources and any contract will be negotiated and signed by Human Resources on behalf of LSHTM.

Unless explicitly stated to the contrary in any agreement referenced in the preceding paragraph, all honorary appointees or visiting workers at LSHTM will, when requested, assign to LSHTM the ownership of all IP, Research Materials and Teaching Materials created and/or developed during the course of their activities at LSHTM and/or all IP, Research Materials and Teaching Materials such as software and databases created and/or developed with more than an Incidental Use of LSHTM Resources. In return for this assignment, such honorary appointees and visiting workers will be treated as if they were Employees with respect to Awards to Originators and be eligible to receive ATI (please refer to section 4.7 for further detail).

1.4. Deposit of Physical Manifestations of IP and Materials

Upon LSHTM's request each Employee must deposit with a person to be nominated by the Innovation Committee all Physical Manifestations of IP, Research Materials and Teaching Materials owned by LSHTM. In all instances, an Employee must deposit all such Physical Manifestations of IP, Research Materials and Teaching Materials prior to leaving LSHTM's employment. Author Accepted Manuscripts of research papers, and where possible final published versions, should be deposited in LSHTM Research Online via the [Elements](#) publications system. Research data should be signposted from and where appropriate deposited in [LSHTM Data Compass](#).



In these situations, the students shall assign the ownership of IP and Research Materials to LSHTM. Where a Student is undertaking any of the aboveET00.000008871 0 595.32 841.92 reW*nBT/F1



2.5 Deposit of Physical Manifestations of IP and Materials

Upon LSHTM's request, each Student must deposit with their supervisor all Physical Manifestations of IP, Research Materials and Teaching Materials. In all instances a Student must have deposited all such Physical Manifestations of IP, Research Materials and Teaching Materials prior to completing their studies.

Material Transfer

No Research Materials shall be transferred outside of LSHTM or to any Third Party unless an appropriate Material Transfer Agreement(s) or Data Sharing Agreement(s)/Data Transfer Agreement(s) as the case may be, is in place, such arrangements to be negotiated by Research Operations or LSHTM's Technology Transfer Team or



LSHTM's Innovation Committee will be the body making all material decisions relating to IP protection following recommendations from LSHTM's Technology Transfer Team.

4.3 Routes of Commercialisation

LSHTM, or Chariot on behalf of LSHTM, shall be responsible for determining at its sole discretion the Commercialisation route of all LSHTM-owned IP. LSHTM's Innovation Committee will be the body providing recommendations on all material decisions relating to the Commercialisation route following recommendations from LSHTM's Technology Transfer Team. Recommendations will be ratified by the Senior Leadership Team. LSHTM's Finance and Development Committee will receive regular updates from the committee and where appropriate will be involved in decision making. The route of Commercialisation will typically be via licencing to an existing commercial entity or via creation of a new spin-out company.

All contracts required to support the Commercialisation of LSHTM IP entered into with Third Parties will be at the sole discretion of LSHTM. Licence terms and conditions will be negotiated and agreed upon with Third Parties by LSHTM's Technology Transfer Team in consultation with LSHTM's Innovation Committee and Research Operations and/or external legal advisors where appropriate.

4.4 Originator Assistance and Obligations

Originators will be encouraged to participate in the patenting and Commercialisation process throughout all of its stages and will provide all reasonable assistance necessary for the



LSHTM may require provisions in commercial agreements that promote the availability of treatments at affordable prices in low income countries and may adopt an IP strategy that promotes access to such products in low income countries.

Where appropriate, LSHTM will agree to waive its right to receive revenue from the Commercialisation of treatments in low income countries, in order to promote affordable access.

4.7 Awards to Originators (ATO)

In recognition for their contribution, Originators will be eligible for a share of revenues (Distributable Payments) received by LSHTM or its designated subsidiary, Chariot from the Commercialisation of IP, Research Materials and Teaching Materials they have created and/or developed.

All Distributable Payments are distributed in accordance with LSHTM's Awards to Inventors (ATO) scheme, as set out in the table below. LSHTM reserves the right to amend its ATO scheme from time to time including the proportions distributed between Originator(s), Departments and Chariot.

£0-£4000 (net):	
Originator(s):	100%
LSHTM Department:	0%
Chariot	0%
£4,000 (net) - £15,000 (net):	
Originator(s):	70%
LSHTM Department:	15%



appropriately managed or eliminated in a manner consistent with LSHTM's policy on conflict of interest.

Potential conflict of interest may arise where an Employee has or seeks to enter into a separate consultancy agreement with a company (including a spin-out) which has taken a licence to develop/commercialise IP created by that Employee, where the Employee or Student is engaged in a research collaboration with that company, or where an Employee or Student wishes to hold any position in a spin-out which is a vehicle for developing and commercialising IP which they helped create. Conflict may also arise in instances where the Employee or Student may have other interests in such a company or where a relative, spouse or partner of that Employee or Student may have interests in the company.

In all situations such as those described above, as well as any other situation in which potential/perceived conflict of interest exists, the matter should be declared promptly using LSHTM's Declaration of Interest procedure, available at <https://lshtm.sharepoint.com/governance/Pages/Declaration-of-Interest.aspx>. LSHTM, at its