

Teagasc – the Agriculture and Food Development Authority

Intellectual Property Policy

2019

Version:	Final
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Date Approved:	15 th November 2019

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1. Introduction & Purpose

The mission of Teagasc is to support science-based innovation for the benefit of the agri-food sector and bio-economy to underpin profitability, competitiveness and sustainability. Inherent in this is the generation of new knowledge or intellectual property and the transfer of said knowledge or intellectual property via dissemination and/or commercialisation of intellectual property. Effective intellectual property management and commercial exploitation has a critical role in promoting the mission of Teagasc. Teagasc recognises that collaboration with industry is often the most efficient means of promoting the widest possible use of intellectual property for commercial purposes.

The purpose of this document is to set out Teagasc's policy in relation to the management of intellectual property ("Policy") arising from research undertaken by Teagasc, including the protection and commercialisation of intellectual property, as well as for managing related technology transfer activities, in particular formalised engagements with industry. This Policy is aligned with the National IP Policy and aims to describe Teagasc's approach to intellectual property in such a way that it provides everyone concerned with sufficient clarity, information and guidance in relation to their roles and responsibilities, rights and obligations. Through setting out clear processes and reward structures for those involved in generating commercially valuable intellectual property and providing support mechanisms to implement this policy, Teagasc is emphasising its commitment to (i) the proper identification, protection and commercialisation of intellectual property, and (ii) the importance professional management of intellectual property has in promoting the mission of Teagasc.

This Policy applies to all Teagasc employees and students, and consultants engaged by Teagasc. All queries or disclosures should be forwarded to the Teagasc Technology Transfer Office (TTO), Teagasc HQ, Oak Park, Carlow, or alternatively to techtransfer@teagasc.ie.

This Policy is subject to review and revision, upon request by the Commercialisation Committee, the Authority and/or any person or group as advised by the Authority or at least every 4 years.

2. Definitions

<p>Authorised Teagasc Officer</p>	<p>This refers to the person(s) authorised by Teagasc to approve and enter into legal, IP and technology transfer agreements on behalf of Teagasc. These agreements include, but are not limited to, MTAs, NDAs, research agreements with industry, Licence/Options and/or Assignments. Authorised Teagasc Officers include the Director, the Director of Research, the Director of KT and the Chief Operations Officer.</p> <p>Specific TTO personnel are designated by the Director to sign selected agreements as defined from time to time e.g. material transfer, confidentiality, non-binding heads of agreements, non-binding term sheets.</p>
<p>Commercialisation Committee (CC)</p>	<p>This is the committee established to advise the Authorised Teagasc Officer on proposals for technology transfer engagements with the exception of the formation of a Spin-out company where the CC will formulate a recommendation for the Teagasc Senior Management Group. The CC will be composed of the Director of the TTO, Head of TTO and an external Technology Transfer expert to be appointed by the Director of Research. The CC will convene in the presence of the Authorised Teagasc Officer to hear the cases.</p>
<p>Disclosure</p>	<p>This means any publications, conferences/seminars presentations (oral and written), social media, press releases, display of research outputs or models to outside organisations or visitors, and disclosure to outside parties (except those under confidentiality).</p>
<p>Funded Research</p>	<p>This means any programme under which funding is received from any external source (including State agencies, European Union, companies, charities) and/or internal source</p>

	(i.e. Teagasc).
Income	This is income to Teagasc, associated with the commercialisation of Intellectual Property and includes, but is not limited to up-front licence fees, evaluation fees, assignment fees, down- payments, minimum annual and/or milestone payments, royalties on sales and sublicense income associated with licence/option/assignment agreements.
Intellectual Property (IP)	Means assets of Teagasc which includes, but is not limited to, all patentable and non-patentable results of research, inventions, copyright, rights in databases, rights in designs, new plant varieties, trademarks, goodwill, rights in any supporting documentation, data, notes, notebooks, on any form on any media, and any background information required to sustain the value of any discovery, invention, process or product. It includes software, designs, design data, or any other form of identifiable and protectable property right, and including any and all rights in novel instrumentation, apparatus, designs models and representations of same, hardware, and prototypes. It also includes trade secrets and know how.
IP Creator	This means someone who is a creator/inventor of specific Intellectual Property. This includes Teagasc Staff, Researchers and Students. In the case of patents, IP Creators are those that meet the legal standard for inventorship, and in the case of copyrighted materials are the authors of the work in question.
Inventions	This means advances in scientific thinking that give rise to intellectual property of any kind whatsoever or that can be put into practical use, whether complete or incomplete arising in the course of research and/or other work including, but not limited to devices, products, processes, methods, technologies, discoveries or computer

	software
Net Income	This refers to Income, subject to deduction of all direct expenses by Teagasc, including administrative, licensing, taxes, legal and other related expenses, as well as payments to other entities that may be required by Teagasc's agreement with those entities. Net Income specifically excludes evaluation/option fees.
Spin-out Company (Spin-out)	This is a new incorporated entity, normally established by an entrepreneurial team, whose business is dependent to some degree on the exploitation of specific Teagasc Intellectual Property.
Teagasc Staff	This shall mean Teagasc employees, both full-time and part-time, both permanent and contract.

3. Aims and Objectives

The objective of this Policy is to provide a consistent framework within which IP is developed and managed for the benefit of Teagasc, the IP Creator and the economy.

Specifically, the Policy aims to;

- 3.1. encourage and support the recognition, identification and protection of IP;
- 3.2. provide an efficient and timely process by which the technical and commercial potential of IP can be assessed by Teagasc through its TTO;
- 3.3. provide support and direction for the creation of structures and relationships through which IP is managed and used commercially, including licensing and assignment agreements, and/or other commercialisation vehicles such as Spin-out Companies;
- 3.4. promote the creation of jobs through enabling of Spin-Out Companies in exploitation of IP when it is appropriate to do so;
- 3.5. incentivise IP Creators to be actively involved in technology transfer, both through financial benefits, and non-financial benefits which may be considered from time to time, such as awards, career advancement/promotion, recognition and increased research funding;

- 3.6. ensure Teagasc's share of Net Income is used to advance and encourage research, development, technology transfer and innovation in Teagasc;
- 3.7. facilitate entrepreneurship amongst IP Creators.
- 3.8. manage potential conflicts of interested and describe dispute resolution mechanisms

4. Principles & Standards

- 4.1. The responsibility of administering this Policy rests with the Head of the TTO, including the identification, protection, maintenance of IP rights, and facilitating the exploitation of IP, and collaborations with industry.
- 4.2. The TTO manages, in consultation with the CC as required, decisions relating to the approval of licensing agreements, Spin-Outs and other agreements involving the exploitation of IP, as well as collaborative agreements with industry.
- 4.3. Any disposal of IP assets must comply with the Code of Practice for the Governance of State Bodies and the Ethics in Public Office Act 2001.
- 4.4. IP Creators are required to familiarise themselves with and abide by this Policy.
- 4.5. Ownership of IP
 - 4.5.1. Unless stipulated in a separate agreement, Teagasc owns all IP generated by IP Creators as outlined in this Policy and in the relevant contract/agreement governing the relationship between the IP Creators and Teagasc.
 - 4.5.2. For the avoidance of doubt, IP arising from Funded Research that is governed by a specific agreement shall be subject to the provisions that are stipulated in the agreement between Teagasc and such an external organisation/party i.e. the provisions of the external agreement will necessarily prevail.
 - 4.5.3. Unless stipulated in a separate agreement, when IP is generated using Teagasc equipment/facilities, that IP shall be vests with Teagasc.
 - 4.5.4. IP Creators shall assist Teagasc with all applications and execute all documents necessary to obtain registered rights.
 - 4.5.5. Unless stipulated in a separate agreement, Teagasc shall have the sole right to determine the use of IP under this Policy.

4.5.6. No assignment, licence or other agreement may be entered into or will be considered valid with respect to IP, except as entered into by an Authorised Teagasc Officer.

4.5.7. In the specific case of student created IP, the following applies;

4.5.7.1. In the case of a student associated with Teagasc contributing to creation of IP, whereby the student is participating in Funded Research and/or is based on more than incidental use of Teagasc's resources, the IP is owned by Teagasc (or other party as may be required by the Funded Research grant or stipend as described in 4.5.2).

4.5.7.2. Only in other cases shall intellectual property created by a student associated with Teagasc belong to the student.

4.5.7.3. In the case of student-created IP, the student would be entitled to commercial benefits as outlined in 6.6, in the same way as would an employee of Teagasc

4.6. IP Identification;

To facilitate protection and commercialisation, IP needs to be identified as early as possible and IP Creators should disclose novel IP via an Invention Disclosure Form (IDF).

4.7. Publication of Research Results

4.7.1. Teagasc Staff are encouraged to place their research results in the public domain in particular publications through Disclosures. This remains a vital factor in career advancement and recognition at Teagasc, and is in line with the public service research role.

4.7.2. Teagasc recognises that to best serve its mission to support industry, there are occasions when IP should be protected before being published or disclosed publicly.

4.7.3. The TTO will endeavour to minimise, as much as possible, the timeframe required to evaluate and assess novel IP.

4.8. Commercialisation of IP

4.8.1. In protecting and facilitating the development of IP for commercialisation purposes, the goals of Teagasc are to maximize the impact from its research outputs, in terms of benefit to industry and other stakeholders, while ensuring commercial benefits are fairly distributed, while preserving the ongoing rights of Teagasc to use the IP freely for internal research purposes.

- 4.8.2. Teagasc will maintain a flexible and open approach to the commercialisation of IP further to appropriate protection of such IP, each case will be considered individually.
- 4.8.3. Licensing of IP, negotiated through the TTO, will be the preferred commercialisation route, as it brings financial benefits, enables Teagasc to build up important linkages for future collaborations, sponsorship and employment opportunities while allowing Teagasc to continue research in the relevant area.
- 4.8.4. Teagasc will not normally assign title of its IP rights to an incorporated entity, except in exceptional circumstances and/or when recommended by the Commercialisation Committee.
- 4.8.5. Only agreements between Teagasc and external/third parties entered into by an Authorised Teagasc Officer will be considered valid.
- 4.9. IP Creators and others acting on Teagasc's behalf have an obligation to ensure their activities and interests do not conflict with their obligations to Teagasc or its welfare. Specifically, IP Creators must comply with the Teagasc Code of Conduct Policy and the relevant section therein related to Conflict of Interest.

5. Policy Implementation

- 5.1. The TTO is the office within Teagasc charged with management of Intellectual Property and its responsibilities include (but are not limited to):
 - 5.1.1 provision of training and support on IP matters to IP Creators;
 - 5.1.2 assisting in capturing inventions through invention disclosure forms and in processing patent applications;
 - 5.1.3 evaluating the commercial potential of IP and deciding on the most appropriate form of IP protection to be pursued (if applicable);
 - 5.1.4 developing commercialisation strategies for IP including licensing and spin-out formation;
 - 5.1.5 assisting researchers in securing commercial or collaboration focused funding and advising on IP and related matters;
 - 5.1.6 negotiating collaboration and technology transfer agreements with industry and dealing with IP and related issues associated with academic collaborations;
 - 5.1.7 reporting to internal and external stakeholders on Teagasc technology transfer performances to be benchmarked against

nationally agreed metrics.

6. Licensing & Assignment

6.1. Teagasc only licenses IP to incorporated entities, and assigns IP only in exceptional circumstances. Any agreement to license or assign IP should align with the National IP policy and must be based on the following;

6.1.1. an agreed IP exploitation plan with the company, outlining its commercialisation strategy specific to the IP, and preferably within defined fields of use;

6.1.2. agreed diligence and milestone events including technology development, R&D investment and other pre-commercialisation events, with timelines, and reporting requirements to Teagasc;

6.1.3. arms-length transaction, fair market rates, fair and reasonable terms and taking into account any industry contribution to IP development.

6.2. Teagasc should always consider licensing in different fields of use which maximizes exploitation of IP.

6.3. Teagasc TTO negotiates the legal agreements pertaining to commercialisation of Teagasc IP but all such agreements must be approved by an Authorised Teagasc Officer.

6.4. In the case of successful commercialisation of IP as a reward for involvement in the protection (patenting) of IP and facilitation of technology transfer, the IP Creator(s) may benefit financially from any Net Income received from such arrangements, according to 6.6.

6.5. Teagasc shall also publicise success stories in technology transfer and IP commercialisation to stakeholders, to incentivise increased involvement by researchers and increase visibility of its research impact.

6.6. Net Income Distribution

6.6.1. Income derived from commercialisation of Teagasc IP, in accordance with the provisions of this Policy, will be paid directly to Teagasc, in accordance with the terms of the specific agreement in place.

6.6.2. Teagasc's Finance Department shall take responsibility for calculating Net Income for specific IP commercialisation agreements.

6.6.3. The TTO shall take responsibility for identifying and recording all liabilities and third party obligations in respect of IP

- 6.6.4. In terms of sharing Net Income with IP Creators, according to this clause, only Net Income resulting from IP commercialisation of patents and/or know-how is applicable. For potential division of Net Income of commercialisation of IP other than patent or patent/know-how, such cases will be considered on a case by case basis by the Commercialisation Committee. For the avoidance of doubt this specifically excludes Net Income from plant variety/breeders rights.
- 6.6.5. The Net Income received by Teagasc is distributed and divided between the IP Creators and Teagasc, unless agreed otherwise, in the following proportions:

Cumulative Amounts of Net Income Received

IP Creators(s)	30%
Lead IP Creators Department/Programme	35%
Teagasc (research management/HQ)	35%
Total	100%

- 6.7. The IP Creator's share shall continue to be paid to the IP Creator even though he/she may have left Teagasc for the term of the agreement in question only. The IP Creator should inform Teagasc of any changes in address or contact details, in case future contacts are required.
- 6.8. No protection or commercialisation of Teagasc IP can occur without a completed Invention Disclosure Form signed by the IP Creators.
- 6.9. In case of multiple IP Creators, the relevant contribution of each must be agreed between the IP Creators and duly recorded in the signed Invention Disclosure Form prior to its acceptance by the TTO.
- 6.10. Distribution of Net Income, other than as outlined in the above table, must be approved by the Commercialisation Committee, and any division of Net Income shall be reported to the Senior Management Group.

7. Spin-out Formation

Teagasc wishes to extend its role in knowledge transfer to enable the formation of Spin-outs i.e. start-up businesses whose business activities will be based on commercialisation of Teagasc IP. Continued engagement with the research team that developed the IP, and access to IP, expertise and infrastructure is a key driver for such early stage companies and requires careful management.

- 7.1. It should be noted that Teagasc Staff, must ensure that any of their activities in a Spin-out comply with their employment contract with Teagasc and the policies and procedures described in the Teagasc's Staff Handbook and Code of Conduct.
- 7.2. Should the TTO and/or IP Creators propose a Spin-out as the most effective commercialisation route for Teagasc IP, then the TTO will compile a file with the below content for consideration by the Commercialisation Committee;
 - 7.2.1. an outline business plan for the Spin-out will be drawn up by the management group of the Spin-out which may include the role, if any, of the IP Creators in the company;
 - 7.2.2. a description of any Conflict of Interest (as described in Teagasc Code of Conduct policy) and how it will be managed will be generated;
 - 7.2.3. a copy of the approval of the Spin-out and the related role of any Teagasc Staff is required from the relevant Head of Programme;
- 7.3 The Commercialisation Committee will consider the file prepared by the TTO and make a recommendation in relation to the Spin-Out. The approval for the Spin-Out formation is the responsibility of the Senior Management Group
- 7.4 Teagasc does not currently propose to seek equity in return for investment of IP into and support for Spin-outs. However, Teagasc may consider a contractual milestone payment in anticipation of a later value realisation step for a Spin-out. If this milestone payment occurs, the payment shall accrue to Teagasc only.

8. Conflict of Interest

- 8.1. A conflict of interest arises when an individual holds a personal interest, whether direct or indirect, which in the opinion of a reasonably-informed and well-advised person is sufficient to call into

question the independence, impartiality and objectivity the individual is obliged to exercise in the performance of his/her duties. Conflicts of interest may be financial or non-financial or both.

- 8.2. The existence of an actual, perceived or potential conflict of interest does not necessarily imply wrongdoing on anyone's part. However, any private, personal or commercial interests which give rise to such a conflict of interest must be recognised, disclosed appropriately and either eliminated or properly managed.
- 8.3. Commercialisation of IP, whether through licensing, assignment, Spin-out formation or other, has the potential to generate conflict of interest and must be managed. Guidelines and examples are;
 - 8.3.1. IP Creators should not participate in or seek to exert influence on commercialisation decisions in ways in which they themselves or associates or related persons have interests and/or the opportunity for gain;
 - 8.3.2. being a shareholder in a company could lead to a conflict of interest, and IP Creators should therefore declare such activities;
 - 8.3.3. in the reporting of novel IP, the IP Creator must give full particulars of any potential conflict of interest in the Declaration of Conflict of Interest section of the IDF;
 - 8.3.4. IP Creators with equity in any company with which Teagasc is negotiating an agreement, should declare such involvement and not be involved in, or attempt to influence, the terms of such agreement.
- 8.4. The Director has the authority to put in place such measures as are deemed appropriate to address any real or potential conflict of interest.
- 8.5. It is recommended that each Head of Department, with support from Human Resources, maintains an up-to-date Conflict of Interest register for Teagasc Staff.

9. Dispute Resolution

While not expected or desirable, occasionally disputes related to IP management and commercialisation arise. Disputes can include the ownership, protection and exploitation of IP. Most of these disputes can be resolved informally between the TTO and the other party/parties. The following section describes the recommended path to resolution;

- 9.1. Informal discussion between the Head of TTO and the other party/parties is the primary means for dispute resolution. If, however, no resolution is reached through this, the matter is raised to the Commercialisation Committee for consideration. The Commercialisation Committee and the other party may consult with colleagues in order to better define a resolution.
- 9.2. External resources, such as in the form of an expert in the area of dispute, may be engaged if necessary, at this step. Any expenses incurred must be approved in advance by the Director of Research and will be deducted as a cost from any related commercialisation event.
- 9.3. In the absence of resolution through the above, the matter is raised to the Director of Teagasc for consideration.
- 9.4. The Teagasc Grievance Policy and Procedure as outlined in the Staff Handbook is available as a final means to resolution.

Annex 1

Common Technology Transfer Terms

Confidential information is a broad term used to cover information not generally known or reasonably ascertainable, by which the owner can obtain an advantage over competitors. An owner must show that the confidential information has been maintained in a way that reasonably anticipates preventing others from learning about it. It may refer to a formula, practice, process, design, instrument, pattern, or compilation of information and unlike patents and trademarks there is no way of registering ownership with a government agency.

Conflict of Interest means a conflict between the duties of an individual, as an employee on the one hand and his/her personal interests/gain (includes monetary or non-monetary interests or gains and include those of his/her spouse, parents, siblings, and business partners and/or any company controlled by any of the foregoing or any two or more of them together) on the other.

Copyright gives the author/creator exclusive rights to their original work. They have the exclusive right to prohibit or authorise others to copy, perform, adapt or make the work available to the public through broadcasting or recordings. Copyright is generally applied to original literary, dramatic, musical or artistic works, sound and visual broadcasts, computer programmes, original databases or the typographical arrangement of published additions. Copyright law does not cover ideas and information themselves, only the form or manner in which they are expressed.

Exploitation/Commercialisation of IP refers to the commercial exploitation of intellectual property rights. This might include manufacturing and distributing products based on the intellectual property rights, providing a service based on such intellectual property rights, but in most cases at Teagasc, it involves licensing (or assignment of IP in exceptional circumstances) the IP to third parties, in order to allow such parties to commercially exploit the IP in return for royalties or other remuneration, and/or under specific terms and conditions.

Invention Disclosure Form (IDF) is the first actual recording by Teagasc TTO of an invention or a commercial opportunity which contains basic information, including supporting data, that helps to evaluate, subsequently protect and, potentially, commercialise the intellectual property associated with an invention.

Know-how is the collective confidential information and experience both in written form and in the minds of employees not in the public domain. Know-how may be suitable for patent protection as in a principle of construction, method, process or similar, or may be used as a trade secret.

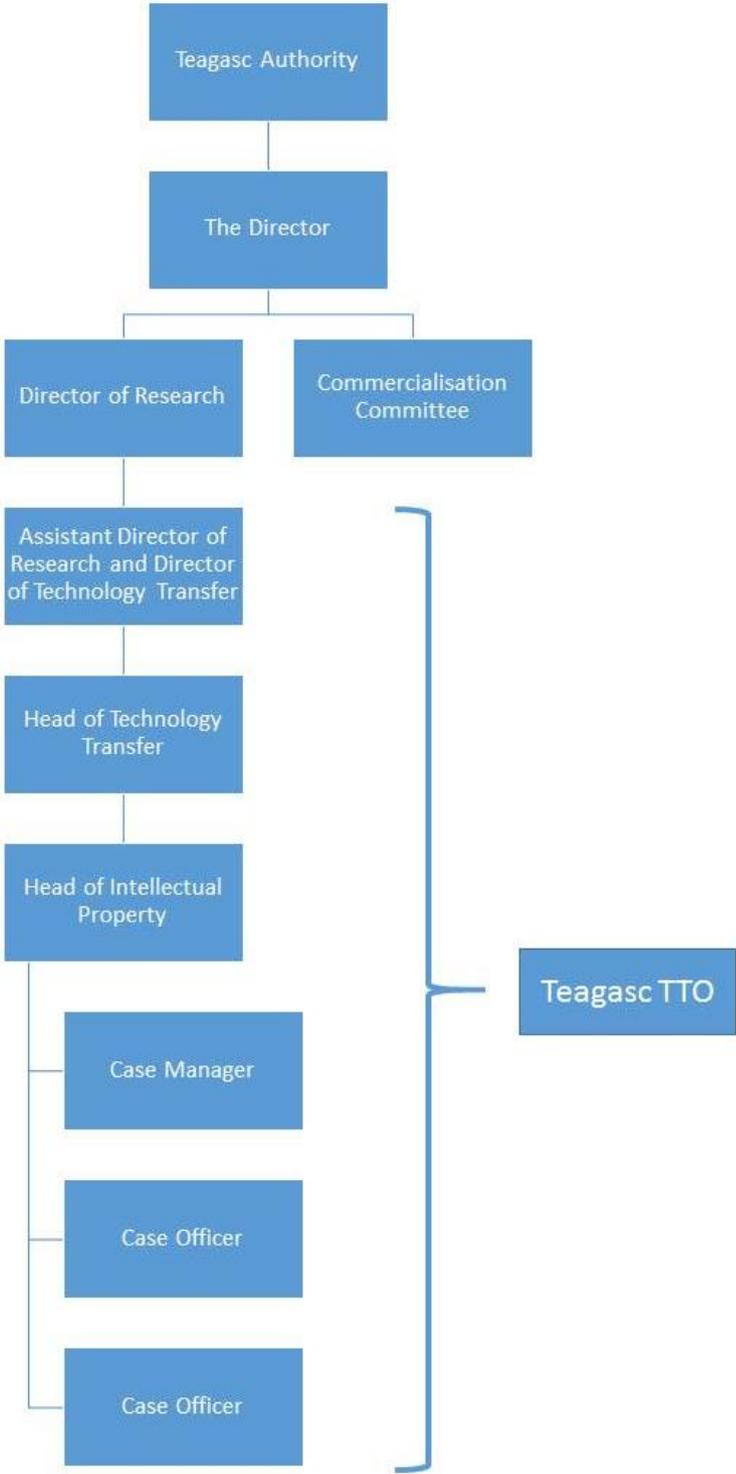
Licence means a commercialisation agreement with a commercial entity whereby IP rights are transferred to the commercial entity for the purpose of commercialisation.

Patents provide inventors and owners with the exclusive right for a limited period of time to prevent anyone else from making, using or selling the invention (except with the consent of the patentee). Patentable research outputs may include machines, manufactured articles (devices), new materials (materials), processes (methods), and improvements of any of these, provided they are novel, contain an inventive step and have an industrial application.

A **Researcher** is typically named in a Programme Plan/programme and includes such other employees (part time or full time), Post Doctoral fellows, visiting scholars, PhD and other students, visiting researchers, as well as consultants, hospital consultants, subcontractors, and any other individuals engaged or involved in the programme at any time, for or on behalf of Teagasc (whether or not engaged by contract). Researchers involved in a programme may also be from the industry party. A Researcher will be expected to agree to assign IP rights to Teagasc.

A **Student** is typically acknowledged as such through registration at a third level institution. A student is not normally classed as an employee unless the individual also has a contract with Teagasc e.g. as a research assistant/analyst. If a student is working on a research project, particularly one carried out with or for industry, the individual will be expected to agree to assign IP rights to Teagasc prior to commencing the project

Annex 2
Technology Transfer Reporting Structure



Annex 3

Technology Transfer Process Outline

- **Identification, Protection and Development of IP**

- IP Creators are encouraged to follow good laboratory and notebook recording practice in order to allow the proper documentation of Teagasc research outputs and potential novel intellectual property.
- In order to ensure that IP is identified at a sufficiently early stage and to avoid compromising IP protection rights, IP Creators should disclose novel IP for technical and commercial assessment to the TTO on a timely basis. This is achieved by completing an Invention Disclosure Form (IDF) as soon as possible after generation of such novel IP. Template forms are available from the TTO. The IDF is also used for identifying IP Creators and the proportion of contribution of each IP Creator to the IP.
- The TTO will do its utmost to assess the IP captured in the IDF for patentability, novelty and commercial potential in a timely fashion to minimise any delays to planned Disclosures. During such evaluation, the pre-existing contractual obligations of Teagasc to the research funding sources will be examined.
- For certain forms of IP, ownership and rights to protection can accrue without the need to register or file protective applications, such as in the case of copyright materials.
- The TTO will aim to develop a suitable plan for the protection and exploitation of IP in a timely manner following the capture of potential novel IP. With limited funds for IP protection, and significant costs associated with patent prosecution, Teagasc, through the TTO, will use its discretion in patent filing decisions, and may seek independent advice when deciding whether to file a patent application to protect novel IP. However, it will endeavour to file preliminary patent applications for all promising Inventions (both technically and commercially) in strategically relevant research areas, whereby research continues in the area and there is clear commitment from the lead inventor/principal investigator.
- In the case of a decision to file a patent application in the name of Teagasc, a patent agent, selected and engaged through the TTO, will be commissioned to draft and file a provisional patent application and will advise on the scope, territory and type of patent suitable. The IP Creators named on the IDF associated with the patent filing shall be named as inventors on the patent application. Unless otherwise agreed with an academic or industry partner, Teagasc shall bear the costs of such protection. In the case of Teagasc choosing not to pursue IP protection, the IP Creator will be notified, through the TTO, of such a decision and the basis of such a decision.
- Teagasc, through the TTO, shall decide at its sole discretion, whether to maintain existing protection (such as patent filings) by undertaking regular

reviews of the commercialisation plan and shall keep the IP Creator(s) updated on any decisions made. In the event of a challenge to the validity of the IP, Teagasc shall determine, at its own discretion, whether to enforce or defend the IP and to bear such costs as may be incurred.

- In the case of IP in which Teagasc is a joint or part owner, such as IP developed from collaborative research programmes, a joint ownership management agreement should be put in place with the co-owner, to outline how decisions relating to the protection and exploitation of such IP shall be managed. Furthermore, the relevant collaboration agreement should be consulted.
- All final decisions, including costs, in regard to these matters, will be at the discretion of Teagasc, through the TTO. IP Creators will be kept informed of all such decisions in a timely manner.
- IP Creators agree to
 - Execute documents to assign or transfer IP to properly ensure all of Teagasc's rights, title and interest in and to the IP.
 - Perform actions as may be reasonably required to assist any assignee of any patent application or other IP to obtain, protect and maintain its rights, title and interest; and
 - Use all reasonable endeavours to do or procure to be done all such further acts and to provide such reasonable assistance as may be reasonably required from time to time for the purpose of giving Teagasc the full benefit of the provisions of this Policy.
- **Publishing and IP**
 - Disclosures (except under a confidentiality agreement) prior to legal protection of IP may make it impossible to obtain valid patent protection. Accordingly, it is imperative that any IP identified in an IDF remains confidential and is not published or presented at a conference, posted on web-pages or disclosed to anybody except on a "need to know" basis for as long as reasonably necessary to enable the TTO to carry out its evaluation, and protection/patent filing where appropriate. Premature Disclosure, in violation of the terms of any agreements between Teagasc and research sponsors or third parties should be avoided at all times.
 - If a decision is made to file a patent application to protect IP, sufficient time must be given to allow drafting of the patent specification before any Disclosure is made. Every effort will be made to minimize any delays to planned Disclosures.
 - The placing of a thesis containing protectable IP in any library without ensuring restricted accessibility, constitutes Disclosure. Thus, such public availability should be delayed with a "stay" on the thesis until such time as the IP is protected in the most appropriate form.
 - In the case of Funded Research programmes, prior to any Disclosure, guidance should be sought from the Principal Investigator, concerning any IP protection

and publication review requirements associated with the associated funding source. This may include prior approval from collaborating parties, and adequate review times for companies sponsoring companies, or restrictions in publication rights.

- While collaborations with third parties including universities and industry are encouraged, any discussions involving non-published, potentially patentable information should be done under a confidentiality agreement, negotiated through the TTO.

Annex 4

Conflict of Interest and Commitment Disclosure and Authorisation Request Form

An application for Teagasc staff seeking approval for a proposal to manage Conflicts of Interest arising when they seek to participate in a commercial activity with a Teagasc spinout company in which they have a personal interest.

Completed forms must be signed and returned to the staff member's Line Manager for approval in advance of undertaking any external remunerated activity with a Teagasc spinout company.

About This Document

The participation of Teagasc staff in Teagasc spinout companies and the prospect of ongoing collaborations between Teagasc and Teagasc spinout companies is real and furthers many important goals. However, it is critical that Teagasc staff that are engaged with and have an interest in a Teagasc spinout company review and manage any conflicts to ensure the integrity of their roles in Teagasc and compliance with laws and Teagasc policies. Any time Teagasc staff or member(s) of their household ("Teagasc Individuals") work with or have an interest in a Teagasc spinout, the Teagasc Individuals must consider carefully their own potential conflicts of interest and commitment in light of Teagasc's policies, including policies concerning Conflict of Commitment and Conflict of Interest.

Whenever a Teagasc spinout company seeks to have a business relationship with Teagasc, Teagasc must evaluate these conflicts and ensure that the conflicts are managed so that the business relationships are appropriate. The relationship must not be perceived by an independent third party to be personally benefiting a Teagasc Individual. For example, Teagasc spinout companies may seek to sponsor research, receive/provide a service, lease space or license intellectual property from Teagasc. In order to evaluate these circumstances, Teagasc Individuals must provide necessary information by completing this Disclosure and Authorization Request Form (DARF) and obtaining appropriate authorisation in advance of the initiation of a business relationship.

This document was developed to assist members of Teagasc obtain approval from the appropriate Teagasc authority(s) to manage Conflicts of Interest that may arise because of a business relationship between the Teagasc spinout company and Teagasc. This document is not intended to conflict, replace, augment, alter, or enhance existing policies or procedures established by any Teagasc department, committee, or other group with jurisdiction over this subject matter. The Teagasc Individuals must satisfy themselves that they are compliant with all other Teagasc policies. Additional review through various offices in Teagasc may be necessary before final approval based on the information gathered on this form.

Once the DARF has been approved, the appropriate Teagasc centre or department may proceed to negotiate a business relationship with the spinout company via normal processes that are consistent with Teagasc policy and in the best interests of Teagasc. Approval does NOT ensure that Teagasc will enter into any business relationship with the spinout company.

1. Personal Details

Staff No.		Name	
Department/Centre/ Institute/School		Grade	

2. Reason for filing this DARF

Equity	"I am seeking equity of >1% in a Teagasc spinout company."	<input type="checkbox"/>
Intellectual Property License	"I am a promoter in a Teagasc spinout company that seeks to license intellectual property owned by Teagasc that is based on my academic research or the research of another Teagasc member."	<input type="checkbox"/>
Other		<input type="checkbox"/>

3. Teagasc Spinout Information

Please provide the following information concerning the Teagasc spinout company with which you are involved.

Company Name	
Company Contact Person Phone email	
Company Current Address	
Company Incorporation Date	
Company Board Members	
Technology Sector	<input type="checkbox"/> Life Science & Food <input type="checkbox"/> ICT <input type="checkbox"/> Manufacturing, Engineering and Energy <input type="checkbox"/> Other
Brief description of Company	

4. Current/Potential Relationship with Teagasc

Please provide the following information detailing the current or potential interactions of Teagasc staff and other members of the Teagasc community with the Teagasc spinout company ("Company"). List "No Answer" (N/A) if answer is unavailable at this time:

1	Are any Teagasc staff or members of their households ("Teagasc Individual") involved in the Company now or is it anticipated that a Teagasc Individual will be involved in the Company in the next 12 months?	<input type="checkbox"/> Yes (complete 1a through 1d or beyond as needed) <input type="checkbox"/> No
1a	<u>Teagasc Individual 1 (yourself)</u> <ul style="list-style-type: none"> • name and Teagasc title • title/role in the Company • time commitment to Company • total annual cash compensation from Company • total equity (% fully diluted) 	
1b	<u>Teagasc Individual 2</u> <ul style="list-style-type: none"> • name and Teagasc title • title/role in the Company • time commitment to Company • total annual cash compensation from Company • total equity (% fully diluted) 	
1c	<u>Teagasc Individual 3</u> <ul style="list-style-type: none"> • name and Teagasc title • title/role in the Company • time commitment to Company • total annual cash compensation from Company • total equity (% fully diluted) 	
1d	<u>Teagasc Individual 4</u> <ul style="list-style-type: none"> • name and Teagasc title • title/role in the Company • time commitment to Company • total annual cash compensation from Company • total equity (% fully diluted) 	
2	Does Company now have or does it seek a Technology License Agreement with Teagasc?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Does Company now have or does it seek to enter into any business relationships with any third party organisations with whom Teagasc also has a	<input type="checkbox"/> Yes (attach details)

	business relationship that is known to the Company? For example, do you now or do you anticipate working with a company with whom Teagasc has a contractual relationship (e.g. CDA, MTA, research contract, service agreement, technology license, equity interest) that you are aware of?	<input type="checkbox"/> No
4	Does Company now have or does it seek any proposed Sponsored Research Agreements (SRA) with any Teagasc entity?	<input type="checkbox"/> Yes (complete 4a) <input type="checkbox"/> No
4a	<ul style="list-style-type: none"> Briefly describe SRA activity including project plan, financial terms and Teagasc staff involvement 	
5	Does Company now have or does it seek any proposed Service Level Agreements (SLA) with any Teagasc entity?	<input type="checkbox"/> Yes (complete 5a) <input type="checkbox"/> No
5a	<ul style="list-style-type: none"> Briefly describe SLA activity including project plan, financial terms and Teagasc staff involvement 	
6	List any other "support" (financial or otherwise) that Teagasc currently provides to Company or that Teagasc may provide Company in the next 12 months <i>[attach relevant documents if needed]</i>	

5. Current/ Potential Conflict of Interest

Please list all current/ potential Conflicts of Interest arising between your roles in Teagasc and the interactions with the Teagasc spinout company as outlined in Section 4

1	
2	

6. Management of Conflict of Interest

Please detail how you intend to manage the current/ potential Conflicts of Interest as listed in Section 5

1	
2	

7. Current/ Potential Conflict of Commitment

Please list all current/ potential Conflicts of Commitment arising between your roles in Teagasc and the interactions with the Teagasc spinout company as outlined in Section 4

1	
2	

8. Management of Conflict of Commitment

Please detail how you intend to manage the current/ potential Conflicts of Commitment as listed in Section 7

1	
2	

9. Declaration

To the best of my knowledge I have disclosed all potential Conflicts of Interests arising from my employment with Teagasc and my involvement with a Teagasc spinout company.

Signature (Staff member): _____

Date: _____

Completed forms should be returned to the Line Manager.

For Teagasc Use Only:

Approved

Approved subject to the following

Rejected

Name: _____

Line Manager

Signature: _____ Date: _____

Name: _____

Director of Research

Signature: _____ Date: _____

Name: _____

Head of TTO

Signature: _____ Date: _____

Name: _____

Head of HR

OR

Chief Operations Officer

Signature: _____ Date: _____

Annex 5

Teagasc Spinout Approval and Conflict of Interest & Commitment Management Process (November 4th 2019)

Why?

Spinout formation is becoming increasingly part of the Government's agenda in relation to return on investment on research funding and job creation, and therefore increasingly important for Teagasc and other RPOs nationally to contribute to this. In addition, facilitating Teagasc staff involvement in spinout formation (Spinout staff) is important in terms of staff retention.

How?

At present, it is not expected that Teagasc will take equity in spinouts but any Teagasc IP required for spinout formation can be licensed to the spinout via Licence Agreement.

Involvement of staff in spinouts should be facilitated through allowing staff to spend some of their time in the company, subject to formal approval of the adherence to conflict of interest (COI) and conflict of commitment policies and to the Teagasc Code of Conduct, 2011.

Spinout Approval Process

- TTO (TTO Head & Case Manager) prepares a Spinout Proposal for presentation to SMG*, outlining the business concept, target markets, IP licensing, COI management approach.
- SMG assesses the Proposal.
- If approved in principle, Teagasc employees who wish to be Spinout Staff discuss with their Line Manager the time they wish to spend in the company for a pro-rata reduction in pay.
- COI and Conflict of Commitment management procedures are initiated (see below for COI management process).
- Spinout formation and time to be spent in the company must then be formally approved by HOP, Director of Research and Head of HR.
- Any Licence Agreement licensing Teagasc IP to spinout must be approved by Teagasc in line with the Teagasc IP Policy.

**Following approval of Teagasc's revised IP Policy, the approval process as set out above will include a step preceding the presentation to SMG, whereby the Commercialisation Committee will make a recommendation to SMG in relation to spinouts*

Conflict of Interest Management in relation to spinouts

The COI management process will be implemented for Teagasc staff when they seek to participate in a commercial activity with a Teagasc spin-out company in which they have a personal interest.

There needs to be a clear COI assessment and, where appropriate, management process in place in relation to decision-making around Teagasc staff working for/in a Spinout.

This is required to protect both Teagasc and the PIs from actual, perceived and potential COI (NB: if in doubt, disclose).

There needs to be an open, transparent, systematic process for full disclosure: Identify – Declare – Manage – Record.

- TTO issues Initial COI Form to be completed by Spinout staff and reviewed and signed-off by Line Manager, Director of Research, Head of TTO, and Head of HR or Chief Operations Officer. Line Manager retains the signed form on a restricted-access COI Register and TTO retains a copy for reference.
- As potential conflicts arise, these are declared as soon as possible to the Line Manager in the first instance by the COI holder.
- Line Manager consults with the appropriate people (eg. Director of Research/colleagues) and decides on the appropriate action: no further action; continue with the activity with modifications; desist from the activity.
- Action may include informing relevant people, monitoring the activity, abstaining from discussions/decision-making/voting, temporary transfer of responsibilities.
- Line Manager records how the potential conflict will be managed on a restricted-access COI Register.
- A summary of the COI Register is provided annually to SMG.