

# Teagasc

## The Agriculture and Food Development Authority

### Intellectual Property Policy



Intellectual Property Policy	
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Published on teagasc.ie (Y/N)	Y
Next Review Date	01/05/2027
Approved by, Date -Effective Date	SMG Operations – 03/05/2024

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## 1. Introduction & Purpose

The mission of Teagasc, according to its Statement of Strategy 2021 – 2024<sup>1</sup>, is to provide scientific leadership and support to Irish farmers and food companies in achieving sustainable food systems. Key to this is supporting science-based innovation to underpin profitability, competitiveness and sustainability, within the agri-food sector and wider bioeconomy.

Teagasc is committed to addressing new challenges and opportunities for optimal benefits to the economy, and recognises that engagements with industry are key facilitators of such impact. Inherent in this is the generation of new knowledge and intellectual property (IP) by Staff and Students in the course of their research, and its commercial exploitation for the creation of products, processes and/or services of benefit to the local and national economy.

This policy (**Policy**) aims to provide guidance and advice on the management of IP arising from research undertaken by Teagasc, to encourage the capture and protection of such IP and its successful exploitation for the mutual benefit of all parties. Aligned with and informed by national policy, specifically Ireland's National IP Protocol 2019 (the **National IP Protocol**<sup>2</sup>), the Policy describes Teagasc's approach to IP that provides everyone concerned with sufficient clarity, information and guidance in relation to roles and responsibilities, rights and obligations. Through clear processes, promotion of the Policy and providing support mechanisms to implement the Policy, Teagasc is emphasising its commitment to optimising impact from its research in line with the National IP Protocol.

This Policy regulates IP matters as they relate to Teagasc Staff, Students and all IP generated at Teagasc. Staff and Students should familiarise themselves with and abide by this Policy. A separate conflicts of interest policy, relevant to this Policy is available within the Teagasc Code of Conduct<sup>3</sup>.

### 1.1 Review and revisions

This Policy is subject to review and revision, at least every three (3) years from the Effective Date of the Policy, and/or within six months of updates to the National IP Protocol, or upon request from any Authorised Teagasc Officer.

### 1.2 Availability

Staff and Students: The Policy is available at WNET-policies procedures and guidelines and WNET-Technology transfer office.

External: The Policy is available at <https://www.teagasc.ie/about/research--innovation/engage-with-us/>

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<sup>1</sup> [Teagasc.ie - Statement of Strategy 2021-2024](https://www.teagasc.ie/about/research--innovation/engage-with-us/)

<sup>2</sup> [KTI/Irelands National IP Protocol 2019.pdf](#)

<sup>3</sup> [Teagasc Code of Business Conduct](#)

## 2. Definitions

<b>Academic Institution</b>	means Higher Education Institutions, and all academic institutions associated with Students.
<b>Assignment</b>	means a contract transferring ownership of rights in IP to a third party.
<b>Authorised Officer</b>	means the person(s) authorised by Teagasc to enter into legally binding agreements on behalf of Teagasc. These include the Director, the Director of Research, the Director of Knowledge Transfer and Chief Operations Officer.  Specific TTO representatives have authority to sign IP focused and non-binding agreements.
<b>Authority</b>	means the Teagasc Authority <sup>4</sup> appointed by the Minister for Agriculture, Food & the Marine, with representatives from farming organisations, the food industry, universities, the Department of Agriculture, Food and Marine and Teagasc Staff.
<b>Commercialisation/ Commercialising</b>	means actions taken to enable IP to reach the market in a form of product, process or service, with a commercial return or benefit. This is typically through commercial licences and assignments and as such excludes Evaluation and non-commercial licences.
<b>Commercialisation Committee (CC)</b>	means the committee established to advise the Authorised Officer on Commercialisation agreements, and to formulate a recommendation to the SMG in the formation of a Spin-out. It includes the Assistant Director of Research (or nominee), the Head of Technology Transfer and Commercialisation and an external technology transfer expert to be appointed by the Director of Research. CC Meetings will be convened in the presence of the Authorised Officer to hear commercial cases.
<b>Commercialisation Income</b>	means the gross income received by Teagasc, associated with the Commercialisation of IP, and includes, but is not limited to up-front and annual licence/assignment fees, milestone payments, royalties, and sublicense income.
<b>Conflict of Commitment</b>	means any situation in which Teagasc Staff primary professional loyalty to Teagasc is impacted because of time devoted to outside activities affecting their capacity to meet their responsibilities (contractual or otherwise).
<b>Conflict of Interest</b>	as described in the Code of Conduct Policy <sup>5</sup> , and outlined in Clause 10.

<sup>4</sup> [Teagasc Authority](#)

<sup>5</sup> [Teagasc Code of Business Conduct](#)

<b>Copyright</b>	means the rights of authors/creators of certain categories of work, (including original literary, dramatic, artistic works, sound recordings, films, broadcasts, computer programs, and original databases, protecting the manner in which they are expressed. These, include to copy, perform, adapt or make the work available to the public.
<b>Contributor</b>	means an individual who may have supported the development of IP but does not make a material or intellectual contribution.
<b>Disclosure</b>	means any publications, conference presentations (oral and written), social media, press releases, external displays of research outputs, and verbal disclosure to external parties (unless bound by confidentiality agreements).
<b>Engage@Teagasc / TTO</b>	means Teagasc Technology Transfer office responsible for the development and implementation of the Policy.
<b>Equity</b>	means an interest held by Teagasc in the issued share capital of a Spin-out Company, in recognition of Teagasc supports provided.
<b>Equity Income</b>	means any financial sums of income accruing to Teagasc from the sale of Equity.
<b>Founder Inventor</b>	means Teagasc Staff or Student who creates IP that is licenced to a Spin-out, and who holds equity in their own name or in the name of a party nominated by them in that Spin-out.
<b>Funded Research</b>	means research programmes funded by a Sponsor (including State agencies, the European Union, companies, charities) and/or internal sources (i.e. Teagasc).
<b>Higher Education Institution (HEI)</b>	means an institution with whom the Higher Education Authority works under statute or who are in receipt of core public funding.
<b>Hosted Students</b>	means postgraduate students, other than Walsh Scholars undertaking Funded Research, based partly or wholly at Teagasc, with supervision from a Teagasc Staff member.
<b>IP Disclosure Form (IDF)</b>	means the form provided by the TTO, to be completed by IP Creators to capture Potentially Exploitable IP for assessment (Annex 1).
<b>Intellectual Property (IP)</b>	means, but not limited to, any copyright, Patent, invention, discovery, improvement, concept, idea, design rights, trade mark, plant breeders' rights, service mark, brand rights, audio-visual or computer materials, database rights, Know-how, trade secrets, confidential information semiconductor topography rights and all other IP and rights of a similar nature,

	whether vested, contingent or future anywhere in the world, registered or not, or capable of registration or not, and, including all applications and the right to apply for any of the foregoing rights.
<b>IP Creator</b>	means any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors or makes a <u>substantive intellectual contribution</u> to the creation of IP. In the case of patents, those that meet the legal standard for inventorship, and for Copyright materials the authors of the work in question.
<b>Innovation</b>	Means the process of bringing about new ideas, methods, products, services, or solutions that have a significant positive impact and value. Within the scope of this Policy, it excludes Other IP
<b>Joint IP</b>	means any Teagasc IP which includes IP Creators from a third Party, deemed to be jointly owned between the Parties.
<b>JOMA</b>	means a joint ownership management agreement to manage Joint IP.
<b>Know-how</b>	means confidential information, knowledge and skill of a technical nature, not in the public domain.
<b>Knowledge Transfer Ireland (KTI)</b>	means Ireland's central point of reference for industry-academia partnership and research commercialisation, accountable to the Department of Enterprise, Trade and Employment (DETE) <sup>6</sup> .
<b>KT Masters Students</b>	means postgraduate students undertaking a Knowledge Transfer Masters in Agricultural Extension and Innovation (MAEI) and/or Agricultural Innovation Support (MAIS).
<b>Licence</b>	means an agreement with a commercial entity granting IP access rights for the purpose of Commercialisation.
<b>Net Commercialisation Income</b>	means Commercialisation Income less associated direct expenses incurred by Teagasc (including administrative, licensing, taxes, legal and related expenses), and third party payments.
<b>Open Science</b>	means the move to make scientific research (data, samples, software) and its dissemination accessible to all levels of society.
<b>Option</b>	means the grant of a contractual right (but not obligation) to the recipient to negotiate a licence within a defined period.
<b>Other IP</b>	means IP not deemed to be an Innovation within the scope of the Policy including as examples data/datasets, copyrighted material/reports, novel plant varieties, trademarks, and software

<sup>6</sup> [Department of Enterprise, Trade and Employment \(DETE\)](#)

	developed outside of Funded Research (and as the TTO and/or Authorised Officer may determine).
<b>Patent</b>	means an exclusive right granted by a relevant authority for an Invention, to prevent others for a limited time from making, using or selling the invention (unless consented). Criteria for patentability include novelty, inventiveness and industrial application.
<b>Potentially Exploitable IP</b>	means IP with potential for commercial exploitation and possibly worth protecting.
<b>Shares Income</b>	means equity in a third party company that may be issued by that company to Teagasc as part of the terms of granting rights to Teagasc IP
<b>Spin-out Company (Spin-out)</b>	means a new incorporated entity, established by an entrepreneurial team, (which may include Staff or Students) whose business is dependent on exploitation of Teagasc IP.
<b>Sponsor</b>	means an external organisation to Teagasc which funds Teagasc research.
<b>Staff</b>	means Teagasc employees, both full-time and part-time, both permanent and contract.
<b>Student</b>	includes Walsh Scholars, KT Masters Students and Hosted Students, undertaking Funded Research at postgraduate level.
<b>Senior Management Group/ SMG</b>	includes the Director, Director of Research, Director of Knowledge Transfer and the Chief Operations Officer of Teagasc (or as agreed from time to time by the Teagasc Authority).
<b>Visitors</b>	means any person other than Student or Staff, visiting Teagasc for the purposes of undertaking research, including professors/adjunct professors, researchers and scholars.
<b>Walsh Scholars</b>	means postgraduate students undertaking Funded Research, through the Walsh Scholarship Programme.
<b>Walsh Scholarship Programme</b>	means the Teagasc programme which provides and coordinates scholarships to graduates to undertake postgraduate research (MSc and PhDs), in a range of disciplines, under the joint supervision of Teagasc and an Academic Institution.

### **3. Objectives**

- 3.1 The objective of this Policy is to provide a consistent framework within which Teagasc IP is managed, in line with the National IP Protocol.
- 3.3 To help achieve the above objective, the Policy aims to:
  - 3.3.1 provide a framework for supporting and facilitating collaborative engagements with industry and external parties;
  - 3.3.2 encourage and support the timely recognition, identification and protection of IP generated by Staff and Students to facilitate optimal exploitation;
  - 3.3.3 provide framework for optimal Commercialisation of IP;
  - 3.3.4 provide clarity amongst Staff and Students on Spin out creation, to promote the creation of jobs through Spin-outs when appropriate to do so;
  - 3.3.5 recognise and reward Staff and Students involvement in technology transfer;
  - 3.3.6 remind Staff and Students of potential Conflicts of Interest.

### **4. Policy Implementation**

- 4.1 The responsibilities of the TTO include (but are not limited to):
  - 4.1.1 provision of training and support to Staff and Students to incentivise/facilitate involvement in IP commercialisation and industry engagements;
  - 4.1.2 supporting and facilitating collaborative engagements between Teagasc and industry or external parties;
  - 4.1.3 assessing and managing Teagasc IP including its patent families;
  - 4.1.4 enabling the Commercialisation of IP through business engagements;
  - 4.1.5 supporting entrepreneurship and creation of Spin outs where appropriate;
  - 4.1.6 tracking payment and reporting obligations associated with Commercialisation of IP.

### **5. Principles**

- 5.1 The Teagasc position is that research should be used to the benefit of society, published openly and widely, in line with academic norms. In line with National IP Protocol, Teagasc may recommend deferral of or edits to Disclosures to facilitate IP protection, this does not detract from its position on Open Science.
- 5.2 In accordance with Irish Law, IP generated by Staff in the course of their duties is the property of Teagasc, and is managed by Teagasc, unless agreed otherwise. This applies to all Staff irrespective of their place of work, unless an agreement dictates otherwise. Teagasc claims right of ownership to IP created by Visitors, unless a written agreement stating the contrary is in place prior to such hosting.
- 5.3 In acknowledging the key role of Students in Teagasc research and fostering partnerships, the Policy provides a framework for managing Student generated IP. Students are expected to comply with the Policy.



- 5.4 Teagasc considers its IP as a valuable asset to be managed for optimal impact. The Policy provides a transparent, equitable approach to managing such IP, with a view to optimal Commercialisation, in line with the National IP Protocol<sup>7</sup>.
- 5.5 Throughout the IP management process, due recognition will be given to IP Creators. Staff and Students will be supported to partake in technology transfer including through training provision in IP and entrepreneurship.
- 5.6 Teagasc shall ensure good governance is applied to management of income from Commercialisation of IP, and distributions of such Income, in line with the Policy.
- 5.7 In ensuring good governance for formalising collaborative engagements with industry, Teagasc policy on industry engagements (2023)<sup>8</sup>, as updated from time to time, aligned with this Policy, and National IP Protocol shall be implemented.
- 5.8 To celebrate the impact of Teagasc research, Teagasc shall aim to promote widely its successes in industry engagements and technology transfer through case studies, and shall market IP available for Commercialisation as widely as possible.

## **6. Management of Student IP rights**

6.1 While Walsh Scholars are the primary source of Students within Teagasc, all Students are expected to comply with this Policy. Students associated with undergraduate education programmes are excluded from these provisions.

6.2 The Walsh Scholarship Programme terms and conditions specific to IP, shall be aligned with this Policy. In the event of conflict, this Policy shall apply.

6.3 Teagasc will aim at all times to engage openly with partner Academic Institutions to facilitate optimal exploitation of IP involving Students. All discussions on IP ownership and inventorship will be in good faith, in line with National IP Protocol.

6.4 To facilitate the exploitation of IP, Students will be asked to assign their IP rights to Teagasc or relevant Academic Institution (see 6.5), which shall in no way imply any employment status of the Student by Teagasc.

### **6.5 Assignment of IP Rights by Students**

6.5.1 Students funded by Teagasc and/or based 50% or more of their time at Teagasc, shall be asked to assign their IP rights to Teagasc. In such cases, Students will be afforded the same distribution of Net Commercialisation Income rights as Staff under this Policy.

6.5.2 Students based primarily or wholly at Academic Institutions, and/or not funded by Teagasc (or where international Academic Institutions require assignment of Student IP rights), may assign their IP rights to such Academic Institution, upon written agreement with Teagasc.

6.5.3 In the case of a Student funded in any way by industry, the Student shall not assign their IP rights to such industry.

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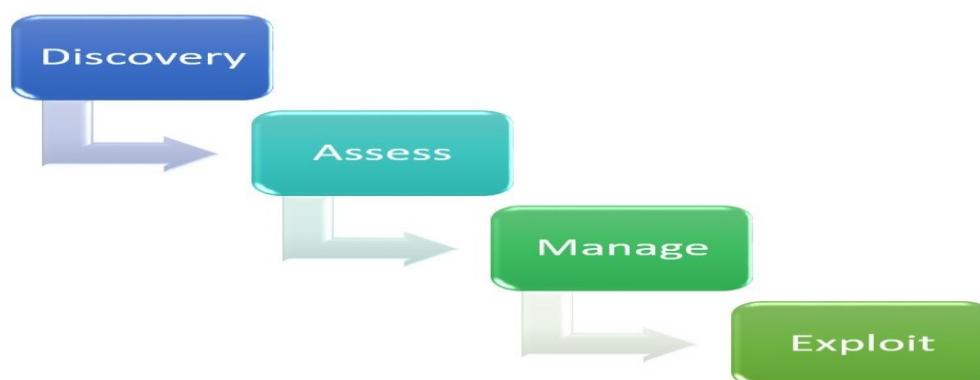
<sup>7</sup> [KTI/Irelands National IP Protocol 2019.pdf](#)

<sup>8</sup> [WTnet Link to Teagasc 2023 business engagement- policy](#)

6.6 Considerations such as hosting and inventive contributions from supervisors shall be taken into account when agreeing ownership of IP. In the case of mutual agreement of Joint IP, a JOMA shall be put in place, in line with KTI Practical Guides<sup>9</sup>.

## 7. Processes

Staff and Students shall be guided on the processes below to facilitate optimal exploitation of Potentially Exploitable IP, as categorised in Figure 1.



*Figure 1: Stages of IP management within the scope of the Policy*

### 7.1 Discovery

The TTO shall provide training and other supports to Staff and Students, and shall aim to proactively engage with Staff and Students involved in Funded Research, to facilitate the proactive and timely discovery of Potentially Exploitable IP.

### 7.2 Assessment and Management of Potentially Exploitable IP

- 7.2.1. Staff and Students are encouraged to follow good laboratory and notebook recording practice, to document research outputs.
- 7.2.2 The capture of IP should be submitted to the TTO as early as possible, following its generation and prior to Disclosures. The Teagasc IDF template will be completed unless agreed otherwise (Annex 1).
- 7.2.3 The TTO, in consultation with IP Creators will undertake a technical and commercial assessment and due diligence (including assessment of novelty, commercial applications and markets, stage of development) prior to approval for IDF sign off.
- 7.2.4 Following the assessment of the IDF, the TTO will recommend an IP exploitation route and will discuss with the IP Creators. IP Creators are advised not to publish in this time frame.
- 7.2.5 The TTO will use its discretion (with independent advice if justified) in new Patent filings, endeavoring to file preliminary patents, for

<sup>9</sup> [Practical Guides & Agreement Templates - Research, IP & more - KTI - Knowledge Transfer Ireland](#)

inventions with a compelling exploitation strategy, subject to commitment and cooperation from the IP Creator(s).

- 7.2.6 In the case of approval to file a new Patent application, a patent agent, selected through the relevant TTO (Teagasc or HEI), will draft and file a provisional Patent on behalf of Teagasc and/or HEI as applicant(s). Teagasc shall make final decisions and shall bear the costs of such Patent filing (with HEI for Joint IP).
- 7.2.7 In the case of a Student being an inventor on a future Patent, the placing of a thesis containing patentable IP in a library without ensuring restricted accessibility, constitutes Disclosure. Such public availability should be delayed with a thesis “stay” until the Patent is filed.
- 7.2.8 In protecting Teagasc IP, specifically Patents, the IP Creators agree to
- (i) Execute documents to assign or transfer IP to properly ensure all of Teagasc’s rights, title and interest in and to the IP
  - (ii) Perform actions as may be reasonably required to assist any assignee of any Patent or other IP to obtain, protect and maintain its rights, title and interest; and
  - (iii) Use all reasonable endeavours to do or procure to be done all further acts as may be reasonably required from time to time to give Teagasc the full benefit of the provisions of this Policy.
- 7.2.9 Further to filing a new Patent, the TTO may advise IP Creators on Disclosures, especially prior to publication of the Patent (18 months after filing). During this time, the TTO may facilitate discussions with external parties through a confidentiality agreement, and/or promote IP through non-confidential summaries.
- 7.2.10 In the case of Joint Patents, a JOMA should be put in place with the co-owner(s) as early as possible.
- 7.2.11 Should Teagasc not file a Patent but wishes to protect the IP, consideration will be given to other IP Rights; including Copyright, Know-How, database rights, plant breeder rights. The TTO will advise IP Creators on managing confidentiality and publications and/or the use of creative commons, or open source licenses.

### **7.3 Management of IP - Facilitating Collaborations**

A key role for the TTO, is facilitating collaborative engagements especially with industry. Processes to facilitate such engagements are outlined in this section.

- 7.3.1 For Staff or Students sharing confidential information (including Know how) with external parties, Teagasc recommends a non disclosure/confidentiality agreement between the parties. All such agreements should be reviewed by and approved for sign off by the TTO, and can be signed by designated TTO staff. The Teagasc template NDA should be used, unless otherwise agreed.
- 7.3.2 In the case of Teagasc Staff or Students exchanging proprietary data (excluding Personal Data) and/or materials (especially biological), for research purposes, material and/or data transfer agreements are required for best practice. The TTO facilitates sign off of such agreements and recommends use of the Teagasc template for outgoing data and materials.

- 7.3.3 Any of the above agreements not approved through the TTO or signed by Staff or Students may be deemed non valid or binding. Teagasc templates are used when possible, and are benchmarked against KTI model agreements<sup>10</sup>.
- 7.3.4 Staff and Students are responsible for ensuring personal data they wish to exchange comply with Data Protection Law and compliance with Nagoya Protocol<sup>11</sup> in relation to exchanging genetic resources (as applicable).
- 7.3.5 When Teagasc is a partner in collaborative Funded Research projects, collaboration or consortium agreements are recommended in line with IP National Protocol. The TTO supports such negotiations, ensuring the IP and related provisions are in line with recommendations from National IP Protocol.
- 7.3.6 In the event of Staff or Students being hosted in an external organization, hosting or equivalent agreements should be put in place, ideally in line with this Policy.
- 7.3.7 In leading the negotiation of agreements involving Industry as Sponsor, with industry, the TTO works closely with Finance to implement Teagasc industry engagement pricing policy (2023)<sup>12</sup> which is in line with the National IP Protocol.

## 7.4 Exploitation

The typical exploitation process for Teagasc IP, through Commercialisation is outlined in Figure 2. Processes to drive optimal exploitation, are outlined in this section.

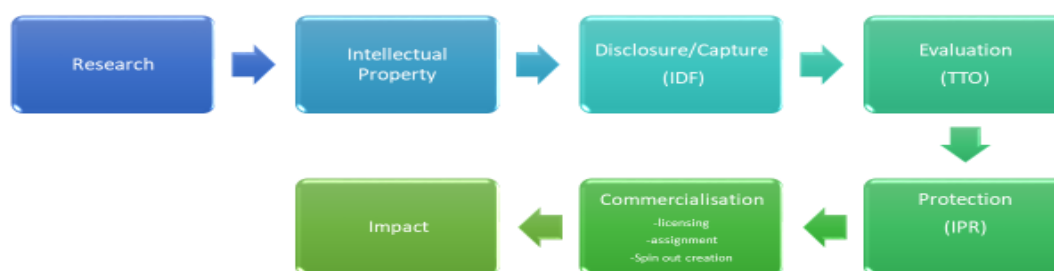


Figure 2: Typical exploitation process for Teagasc IP, through Commercialisation.

<sup>10</sup> [Practical Guides & Agreement Templates - Research, IP & more - KTI - Knowledge Transfer Ireland](#)

<sup>11</sup> [S.I. No. 253/2019 - European Union \(Nagoya Protocol on Access to Genetic Resources and Benefit-Sharing\) Regulations 2019 \(irishstatutebook.ie\)](#)

<sup>12</sup> [WTnet - Industry Engagement Policy](#)

- 7.4.1 To enable Commercialisation of IP, licensing IP for evaluation and commercialisation purposes, to incorporated entities, including Spin-out Companies, arm's length transactions is the preferred route.
- 7.4.2 Other than exceptions outlined in the National IP Protocol, Teagasc will not assign title of its IP rights to an incorporated entity, without the prior approval of the Director of Research, following a recommendation from the Head of Technology Transfer and Commercialisation.
- 7.4.3. In the Assignment of IP, the Code of Practice for the Governance of State Bodies<sup>13</sup> and the Standards in Public Office Act 2001<sup>14</sup> (and any relevant legislation/ policy) shall be considered.
- 7.4.4 Regular review of Patents, aligned with critical deadlines, will take place by the TTO, as part of an exploitation plan. If a case cannot be made to maintain the IP, the TTO may elect to abandon such IP, at the discretion of the Head of Technology Transfer and Commercialisation.
- 7.4.5 In addition to regular reviews of Patents, the TTO will aim to undertake an Annual IP Portfolio review, for prioritisation purposes, with subsequent recommendations to the Director of Research.
- 7.4.6 To promote Teagasc IP, the TTO shall market it as widely as possible to stakeholders through non-confidential summaries. In the case of IP with exclusive Option rights to industry, only in the event of such Options not being exercised, shall the TTO market openly such IP.
- 7.4.7. Should IP require further development prior to licensing, the TTO will support IP Creators in sourcing translational or equivalent funding and advise on management of background IP.
- 7.4.8 While pursuing the exploitation of IP, Staff and Students are reminded of their obligations to Teagasc or its welfare, through compliance with Teagasc Code of Conduct Policy<sup>15</sup> and Conflict of Interest<sup>16</sup>.

## 7.5 IP Commercialisation - Negotiations

- 7.5.1 Any Licence to Teagasc IP should align with the National IP Protocol<sup>17</sup>, ensuring future use of IP by Teagasc for core research activities. Licences should be on a non-exclusive basis, unless exclusive licensing is justified and field and territory specific. Licences will be restricted to specific elements of IP which can be readily identified.

Licensing guidelines include:

7.5.1.1 In **all** cases, an IP exploitation plan from the licensee(s), outlining their IP development and exploitation strategy is required to commence negotiations and determine the scope of any Licence. In the case of a Spin out, a detailed business plan is expected.

7.5.1.2 Prior to negotiating an exclusive licence, a detailed exploitation plan with technology development and commercial diligence

<sup>13</sup> [Code of Practice \(stateboards.ie\)](https://www.stateboards.ie)

<sup>14</sup> [Standards in Public Office Act, 2001 \(irishstatutebook.ie\)](https://www.irishstatutebook.ie)

<sup>15</sup> [Teagasc Code-of-Conduct.](#)

<sup>16</sup> [Code of Business Ethics](#)

<sup>17</sup> [Ireland-s-National-IP-Protocol-2019-.pdf](#)

milestones, at agreed timelines must be provided and due diligence undertaken by Teagasc on the Licensee. Annual reporting obligations and early termination rights for Teagasc, are essential.

7.5.1.3 Valuation of the IP shall involve an arms-length transaction, with fair market rates, and fair and reasonable terms, taking into account the Licensee contribution to IP development, stage of development of IP, scope of Licence and state aid considerations.

7.5.2 The TTO shall negotiate all Commercialisation agreements. Some cases will be discussed with the CC, at the discretion of the Director of Research, prior to sign off, and all such agreements signed off by an Authorised Officer.

7.5.3 Teagasc may (but is under no obligation) agree to *option to Assignment* triggers within Licences with Spin-outs, subject to the achievement of milestones. This is at the discretion of the Director of Research.

7.5.4 In all negotiations, a Teagasc template Licence or Assignment, benchmarked against KTI Model agreements<sup>18</sup> should be used (unless agreed otherwise).

## 7.6 IP Commercialisation – Income and Rewards

7.6.1 The TTO takes responsibility for tracking payment and reporting obligations associated with Commercialisation of IP, as well as categorising Innovations.

7.6.2 The TTO will engage with Teagasc Finance (“Finance”), to facilitate timely invoicing of parties for Commercialisation Income, and shall determine when distribution of Net Commercialisation Income, according to Table 1 is to take place, and in the case of Innovations, what IP Creator(s) are involved.

IP Creators(s) (of Innovations as per Policy) *	35%
Department/Programme of Lead IP Creator	35%
Teagasc HQ (Research management/HQ)	30%
Total Distribution of Net Commercialisation Income	100%

\*Subject to a fixed annual cap per IP Creator of €150,000.

Table 1: *Distribution of Net Commercialisation Income*

7.6.3 In the case of licensing of multiple IP, the final distribution among all IP Creators will reflect all Licensed/Assigned Innovations. The final decision rests with the Head of Technology Transfer and Commercialisation.

7.6.4 The TTO shall engage with Teagasc Payroll ideally on a fixed bi- annual basis to facilitate distributions to applicable IP Creators (Staff and Students only) by

<sup>18</sup> [Practical Guides & Agreement Templates - Research, IP & more - KTI - Knowledge Transfer Ireland](#)

Finance. Any tax liabilities falling on such IP Creators will be their sole responsibility and Teagasc will not be held accountable.

- 7.6.5 IP Creators (and if deceased, their estates) will be entitled to their share of Net Commercialisation Income for as long as Teagasc receives such Income-irrespective of Staff resignation or termination of employment. For tax reasons distributions to Students will only be made when they are no longer a Student.
- 7.6.6 In line with good governance, all distributions to IP Creators shall be reported by the TTO to the SMG on a timely basis.
- 7.6.7 Finance shall be responsible for distribution of the remaining Net Commercialisation Income (other than to IP Creators), while this remains at the discretion of the Director of Research.

## 8. Spin-out Formation

- 8.1 In line with the Government agenda, Teagasc supports the formation of Spin-outs, when considered the optimal exploitation route for IP, being mindful of the extensive resourcing requirements associated with supporting Spinouts.
- 8.2 Staff must ensure that any of their activities in a Spinout Company comply with their employment contract and the policies and procedures described in the Teagasc's Staff Handbook and Code of Conduct<sup>19</sup>, and that processes for management of Conflict of Interest or Commitment are adhered to.
- 8.3 Should the TTO and/or IP Creators propose a Spinout as the most effective commercialisation route for Teagasc IP, then the TTO will compile a comprehensive document for consideration by the CC that includes:
  - 8.3.1 an outline business plan for the Spinout drawn up by the management group, which may include the role, if any, of IP Creators in the Spinout;
  - 8.3.2 a description of Conflict of Interest and how it will be managed; and
  - 8.3.3 a copy of the approval of the Spin-out and the related role of any Staff from the relevant Head of Programme.
- 8.4 The CC will consider the documentation prepared by the TTO and make a recommendation in relation to the proposed Spinout. Approval for the Spin-Out formation is the responsibility of the Senior Management Group.
- 8.6 Teagasc does not seek Equity in return for supporting Spin-outs, but reserves its right to do so as and when it may decide. In the case of joint Spin-outs, Teagasc may request its partner(s) to hold Equity on its behalf. In any event that Teagasc receives Equity Income, IP Creators or Founder Inventors shall not receive a share, its distribution is at the sole discretion of an Authorised Officer.
- 8.7 In lieu of Equity, Teagasc may negotiate a contractual licence milestone payment with a Spin-out, in anticipation of a later value realisation step for the

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<sup>19</sup> [Staff Handbook](#)

Spin-out. If income to Teagasc results, this shall be considered as Shares Income, with no distribution to IP Creators or Founder Inventors.

## 9. Conflict of Interest

- 91 A Conflict of Interest arises when an individual holds a personal interest, direct or indirect, which in the opinion of a reasonably informed person is sufficient to call into question the independence, impartiality and objectivity they are obliged to exercise in the performance of their duties.
- 9.2 The existence of an actual, perceived or potential Conflict of Interest does not necessarily imply wrongdoing. However, any private, personal or commercial interests which give rise to such a Conflict of Interest must be recognised, disclosed appropriately and eliminated or properly managed.
- 9.3 Below are examples of potential Conflicts of Interest relevant to this Policy:
- 9.3.1 IP Creators participating in or seeking to exert influence on technology transfer decisions in ways in which they, associates or related persons have interests and/or the opportunity for gain;
- 9.3.2 being a shareholder in a company including as Founder Inventors;
- 9.3.3 IP Creators with Equity in a company, with which Teagasc is negotiating an agreement, involved in or influencing negotiations.
- 9.4 Staff and Students must give full particulars of any potential Conflict of Interest when capturing IP and In the case of Spin-Out approvals, the relevant processes indicated in Clause 8 must be followed.
- 9.5 The Director of Teagasc has the authority to put in place such measures as are deemed appropriate to address any real or potential Conflict of Interest<sup>20</sup>. It is recommended that each Head of Department, with support from Human Resources, maintains an up-to-date Conflict of Interest register for Staff.

## 10. Dispute Resolution

The recommended paths to resolution in the event of a dispute related to IP Policy: raised by Staff, Student or an external party (Relevant Party) are outlined here:

- 10.1 In the event of any dispute, the matter shall be first referred by the IP Creator or Relevant Party, to the Head of Technology Transfer and Commercialisation. The parties will seek to resolve the dispute within 15 working days, or in any timeframe agreed in writing between them.
- 10.2 If no resolution is reached within the agreed timeframe, the matter shall be brought to the attention of the CC who will seek to resolve the matter with the Relevant Party within 30 working days, or other timeframe agreed in writing.
- 10.3 If the dispute remains unresolved after such timeframe,

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<sup>20</sup> [Code of Conduct/ Business Ethics](#)



- 10.3.1 In the case of the Relevant Party being Teagasc Staff, Teagasc Grievance Policy and Procedure<sup>21</sup> as outlined in the Staff Handbook is the appropriate means to resolution of disputes;
- 10.3.2 In the case of the Relevant Party being a Student or External Party - either party or the parties together can refer the matter to mediation to be determined by a mediator or other appropriate third party expert agreed by the parties within 90 days of the commencement of the mediation. In default of such agreement, the mediator shall be appointed by the Centre for Effective Dispute Resolution (CEDR) in Dublin. Unless agreed otherwise, the costs of any such mediator or expert will be borne equally by the parties involved.

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<sup>21</sup> [Teagasc Grievance Policy & Procedures.pdf](#)

## 1. Annex 1- Template IP Disclosure Form (IDF)

Teagasc template IDF, as updated from time to time can be downloaded from  
[*WT-NET link/ Engage@Teagasc space*]

<https://teagasc.workvivo.com/spaces/31755/pages/capturing-innovations>

## Annex 2 - Conflict of Interest and Conflict of Commitment Disclosure and Authorisation Request Form (DARF)

The participation of Staff in Spin-outs and the prospect of ongoing collaborations between Teagasc and such Spin-outs is real and furthers many important goals. It is critical that Staff engaged with and having an interest in a Spin-out manage such conflicts to ensure the integrity of their Teagasc roles and compliance with laws and Teagasc policies. Any time Staff or member(s) of their household (“**Teagasc Individuals**”) work with or have an interest in a Spin-out, Teagasc Individuals must consider carefully their own potential Conflicts of Interest and Commitment in light of Teagasc policies.

When a Spin-out seeks to have a business relationship with Teagasc, Teagasc must ensure that the business relationships are appropriate, and not perceived by an independent third party to be personally benefiting Teagasc Individuals. A Spin-out may seek to sponsor research, receive/provide a service, lease space or license IP from Teagasc. In advance, and Teagasc Individuals must complete this DARF to obtain appropriate authorisation in advance of its initiation

This is not intended to conflict, replace, augment, alter, or enhance existing policies or procedures established by Teagasc, or other group with jurisdiction over this subject matter. Teagasc Individuals must satisfy themselves that they are compliant with all Teagasc policies. Additional review through Teagasc may be necessary before final approval based on the information gathered on this DARF

Completed DARFs must be signed and returned to the Staff member’s Line Manager for approval in advance of undertaking any external remunerated activity with a Spin out. Following approval only, Teagasc (led by relevant centre or department) may negotiate a business relationship with the Spin-out via normal processes consistent with Teagasc policy and in the best interests of Teagasc. Approval does NOT ensure that Teagasc will enter such business relationship

### 1. Personal Details

<b>Staff No.</b>		<b>Name</b>	
<b>Department/Centre/ Institute/School</b>		<b>Grade</b>	

### 2. Reason for filing this DARF

<b>Equity</b>	“I am seeking equity of >1% in a Teagasc Spinout company.”	<input type="checkbox"/>
<b>Intellectual Property License</b>	“I am a promoter in a Spin-out company that seeks to license intellectual property owned by Teagasc based on my academic research or the research of other Teagasc Staff.”	<input type="checkbox"/>
<b>Other</b>		<input type="checkbox"/>

### 3. Teagasc Spinout Information

Please provide the following information concerning the Spin-out Company with which you are involved.

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

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**4. Current/Potential Relationship with Teagasc**

Please detail the current or potential interactions of Staff and other members of the Teagasc community with the Spin-out ("**Company**"). List "No Answer" (N/A) if answer is unavailable at this time:

<b>1</b>	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
<b>1a</b>	<u>Teagasc Individual 1 (yourself)</u> <ul style="list-style-type: none"> <li>• name and Teagasc title</li> <li>• title/role in the Company</li> <li>• time commitment to Company</li> <li>• total annual cash compensation from Company</li> <li>• total equity (% fully diluted)</li> </ul>	
<b>1b</b>	<u>Teagasc Individual 2</u> <ul style="list-style-type: none"> <li>• name and Teagasc title</li> <li>• title/role in the Company</li> <li>• time commitment to Company</li> <li>• total annual cash compensation from Company</li> <li>• total equity (% fully diluted)</li> </ul>	
<b>1c</b>	<u>Teagasc Individual 3</u> <ul style="list-style-type: none"> <li>• name and Teagasc title</li> <li>• title/role in the Company</li> <li>• time commitment to Company</li> <li>• total annual cash compensation from Company</li> <li>• total equity (% fully diluted)</li> </ul>	
<b>1d</b>	<u>Teagasc Individual 4</u> <ul style="list-style-type: none"> <li>• name and Teagasc title</li> <li>• title/role in the Company</li> <li>• time commitment to Company</li> <li>• total annual cash compensation from Company</li> <li>• total equity (% fully diluted)</li> </ul>	
<b>2</b>	Does Company now have or does it seek a Technology License Agreement with Teagasc?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3</b>	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 business relationship known to the Company? eg 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"/> Yes (attach details) <input type="checkbox"/> No
<b>4</b>	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
<b>4a</b>	Describe SRA activity (project plan, financial terms, Staff involvement)	
<b>5</b>	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
<b>5a</b>	describe SLA activity( project plan, financial terms and Staff involvement)	
<b>6</b>	List any other "support" (financial or otherwise) that Teagasc currently provides to Company or may provide Company in the next 12 months <i>[attach relevant documents if needed]</i>	

**5. Current / Potential Conflict of Interest**

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 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 above*

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 Spin-out 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 Technology transfer and Commercialisation

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Head of HR

OR

Chief Operations Officer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Annex 3 - Teagasc Spin-out Approval and Conflict Management Process**

### **Why and how?**

Spinout formation is increasingly part of the Government's agenda in relation to return on investment on research funding and job creation. Facilitating Staff involvement in Spin-outformation (Spinout staff) is important in terms of Teagasc contributing to this national agenda, as well as for staff retention.

Teagasc does not currently take equity in Spinouts but Teagasc IP required for Spin-out formation can be licensed to the Spin-out. Involvement of Staff in Spin-outs should be facilitated by allowing Staff to spend some of their time in the Spin-out, subject to formal approval of the adherence to Conflict of Interest (COI) and Commitment policies and to Code of Conduct, 2011 (as updated from time to time).

### **Spinout Approval Process**

- TTO (led by Head TTO) 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 Staff who wish to be Spinout Staff discuss with their Line Manager the time they wish to spend in the Spin-out for a pro-rata reduction in pay.
- COI and Conflict of Commitment management procedures are initiated (see below).
- Spinout formation and time to be spent in the Spin-out must then be formally approved by HOP, Director of Research and Head of HR.
- Any Licence must be approved by Teagasc in line with the 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 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 PIs from actual, perceived and potential COI There needs to be an open, transparent, systematic process for full disclosure: Identify – Declare – Manage – Record. (if in doubt, disclose).

- 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 ("COI Register") and TTO retains a copy for reference.
- Potential conflicts are declared as soon as they arise to the Line Manager by the COI holder.
- Line Manager consults with the appropriate people (e.g. Director of Research/colleagues) to decide on the appropriate action: no further action; continue 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 the COI Register.
- A summary of the COI Register is provided annually to SMG.