

## Intellectual Property Policy

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## 1. Preface

Abertay University is committed to facilitating innovation and entrepreneurship amongst its Staff and Students. The University wishes to actively encourage the appropriate use of its assets such as its expertise, research outputs and associated intellectual property (IP); more specifically it wishes to fully encourage the transfer of its knowledge and research outputs to industry to create societal benefits. Where feasible this will include the commercialisation of University Assets in the form of Staff expertise, know-how, University patents, designs, software or other creative works etc, as well the provision of innovative services to industry via use of University equipment and facilities.

- 1.1 This document sets out the Policy of Abertay University, (or the “University”) regarding the ownership of Intellectual Property (or “IP”) created by its members (full time employees, part time employees, honorary roles), together with any related intellectual property rights comprised in or relating to such intellectual property. This policy should be read by all members of the University.
- 1.2 This policy also extends to situations where intellectual property was generated by a member outside of normal working hours and/or away from their place of work, but where it relates to their area of employment within the University, or where a member has a special obligation to further the interests of the University as more specifically outlined in Section 39 of the [Patents Act 1977](#) (as amended), the [Copyright, Designs and Patents Act 1988](#) (as amended), the [Registered Designs Act 1949](#) and the [Copyright and Rights in Databases Regulations 1997](#) (SI 1997/3032).
- 1.3 This policy does not apply to IP generated in a personal capacity unconnected with employment with the University. If an employee has or may generate IP through external work (paid or unpaid), such as through a private business, freelance work or other employment, they should seek permission in accordance with Abertay’s employment terms and conditions, through People Services. Permission to undertake external work will not be unreasonably withheld, and this process enables any potential or perceived conflict of interest to be addressed at the same time as confirming ownership of any associated IP. If an employee believes they have or are likely to generate IP in a personal capacity unrelated to external work, it is nevertheless recommended that they seek confirmation of the position from the University, via People Services, to ensure clarity regarding IP ownership and enable any potential or perceived conflict of interest to be addressed. In all such cases, People Services will consult the employee’s line management and the Research, Innovation and Enterprise Support office (RIES) as appropriate.
- 1.4 The Policy is designed to meet the increasing requirement for Higher Education Institutions (HEI’s) to apply the results of their intellectual endeavours to wider economic and social benefit. There are well established legal rules, as well as

principles and obligations established through custom and practice which govern how IP is owned, protected and used in the UK higher education sector. This policy ensures that the University's position on the management of IP is up to date and takes account of such principles and obligations to ensure a modern and consistent approach to such matters and compliance with its contractual obligations to the public and private bodies who fund research.

- 1.5 In keeping with the increased focus by HEI's on protecting and commercialising the results of research, the University encourages its members, through this policy, to disclose materials and inventions of potential commercial value and/or wider benefit to society. As such, this policy goes further than simply setting out a framework to govern the ownership, protection and use of IP in materials and inventions created by the University's members. It also seeks to provide clear guidance on the process for dealing with inventions and materials which may have some element of commercial significance or value and sets out a mechanism to ensure that individuals and departments involved in the creation and disclosure of IP are entitled to a share of the benefits received by the University as a result of commercialisation activity.
- 1.6 The University respects the fact that members are normally expected to publish the results of their research and scholarly activity, and the University does not wish to restrict this freedom but there does exist a balancing requirement to ensure that appropriate action is taken to evaluate and protect IP contained in research outputs before submitting for publication.

## 2. Policy Principles

This policy aims to ensure that;

- 2.1 it is consistent with UK law;
- 2.2 the work undertaken and results arising, which has benefited directly or indirectly from University resources should be owned by and benefit the University, the public and society at large.
- 2.3 the University is able to meet its contractual obligations to third parties particularly in the area of IP management; and
- 2.4 the University can identify and duly reward members/departments who create IP which benefits the University and generates commercial value where appropriate.

### 3. Policy Regulations

- 3.1 The Research, Innovation and Enterprise Support office (RIES) is responsible for the implementation, monitoring and review of the policy.
- 3.2 The policy, as set out here, will be subject to periodic review and may be changed from time to time. Any queries or questions regarding the policy should be referred to the RIES office.

### 4. Ownership of Intellectual Property

#### Employees

- 4.1 Legislation in the UK generally provides that IP created by employees in the course of their employment is owned by their employer. For example, Section 39 of the Patents Act 1977 (as amended), the Copyright, Designs and Patents Act 1988 (as amended), the Registered Designs Act 1949 and the Copyright and Rights in Databases Regulations 1997 (SI 1997/3032) give an employer automatic ownership of, respectively, patents, copyright, database rights, unregistered designs and registered designs in works created by its employees.
- 4.2 Subject to the exceptions set out in clauses 4.10.1, 4.10.2, and 4.10.3 all IP created by University employees either,
  - (a) In the course of their employment with the University, including in carrying out any duties within or on behalf of the University; or
  - (b) In the course of carrying out specific additional tasks or projects commissioned by the University; or
  - (c) by utilising any equipment, hardware, software, facilities or services of the University,shall be owned by and be the property of the University and each member acknowledges that all IP shall be automatically owned by the University in its entirety.

#### Honorary Roles, Titles or Associations

- 4.3 Individuals who have an honorary role, title or association with the University but are not employees or students (e.g. visiting academics and emeritus professors) are required to assign to the University any IP they generate in the course of their honorary activities, unless otherwise agreed in writing. In return for this assignment, such honorary individuals will be entitled to be rewarded under the

revenue sharing scheme (see section 9) on the same terms as a University employee.

### **Students (see Appendix A)**

- 4.4 The University is committed to encouraging innovation and entrepreneurship amongst its students, and endeavours to protect their interest and respect their contributions, and as such the basic principle of this policy is that students will own the intellectual property they create during the course of their studies at the University and are therefore free to exploit such intellectual property. However, there are a number of specific exceptions where sometimes it is necessary and reasonable for the University to own the IP created by students, and the work to which it relates, because of the circumstances in which the IP was created. These exceptions are detailed in this policy and could apply to you. (see Appendix A).
- 4.5 Ownership and management of intellectual property developed by students enrolled at the University is fully addressed in Appendix A.
- 4.6 For the purposes of this policy, students who are also employees (such as graduate teaching assistants or part-time research assistants), any IP created in the course of their employment activities will be owned by the University.
- 4.7 It is acknowledged that students who are not employees may generate IP from their studies with the University, particularly at post graduate level. Furthermore, the University may have legal obligations to third parties regarding arising IP from such programmes of study or may wish to commercialise IP generated by a student which is related to a larger IP portfolio or was jointly created with their supervisor(s). In order to allow the University to fulfil such obligations or otherwise exploit IP, a student shall, if requested, sign an IP Assignment or other similar document confirming ownership and use of IP, which may include an assignment of IP to the University or a third party. Such agreements are available via the Research, Innovation and Enterprise Support (RIES) office, who shall be responsible for their preparation and execution.
- 4.8 In return for such assignments, students assigning IP which is subsequently commercialised will be entitled to participate in the University's revenue sharing scheme for IP commercialisation (see section 9). For the avoidance of doubt, despite such assignment of IP to the University, the Student will keep ownership of the copyright in their written thesis/dissertation, unless otherwise agreed in writing.

## All University Employees

- 4.9 Subject to clause 8.2, all University employees (including student employees as described in paragraph 4.6) irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which they have or will have in existing or future materials or inventions created in the circumstances set out in paragraph 4.2.

## Ownership Exceptions

The following are exceptions to the University's ownership of intellectual property:

- 4.10. Where the University agrees, in writing, to waive its rights to IP generated by employees. For example, the University does not make any claim on the rights of employees, or income earned by employees, from academic publications or other creative works, unless commissioned by the University.
- 4.11. Where the employee has undertaken 'Independent' consulting in which no University resources have been used. In such cases, employees are still required to comply with the University's Conflicts of Interest Policy and Practice and sections 12 and 17 below.
- 4.12. Where IP arises out of research funded by research grants or by external industrial collaborators or commissioners of research with whom a written contract is in place dealing with matters of ownership of IP. Ownership will first be determined by the conditions under which the funding of the research is granted and the terms of the contractual agreement which has been executed.

## 5. Capture, Disclosure and Identification of Intellectual Property

- 5.1 Members of the University are expected to apply reasonable judgement as to whether any potentially useful IP has been created by themselves or their team, and should disclose such IP to the RIES office. In cases where members are unsure as to whether their research has led to the creation of potentially useful IP, they should disclose such IP to RIES anyway. For the avoidance of doubt, details of such work shall not be placed in the public domain before being assessed for commercial potential by RIES.
- 5.2 All members involved in work that may lead to the creation of potentially exploitable IP should keep appropriate records, including;
- 5.2.1 Dates of when the work was carried out; and
  - 5.2.2 Details of those involved in the creation of the work; and
  - 5.2.3 Source materials, if any, employed in the creation of the work

- 5.2.4 Details of the funding/ resource (including time allocation) under which such IP was created
- 5.3 Disclosure of such IP should be submitted to the RIES office via the University's 'IP Disclosure Form' available via <https://intranet.abertay.ac.uk/research/ip-enterprise/>. Submission of the IP Disclosure Form should be undertaken as early as possible, and in the case of any invention which is potentially patentable, at least six weeks prior to any planned or proposed disclosure to a third party. This will enable steps to be taken to assess and arrange appropriate protection if deemed necessary.
- 5.4 Members should endeavour to mark materials created by them with appropriate notices, taking into account the following guidelines:
  - 5.4.1 Materials in which copyright subsists should include (on each page if the document is unbound) a copyright claim or notice in an appropriate form. At the very least, displayed clearly on all key documents should be the symbol ©, the name of the owner and the year of creation, for example "© Abertay University, 2025"
  - 5.4.2 Material which is confidential or commercially sensitive should be marked as such. Recipients of such information shall keep it confidential and not divulge to any third parties without first putting in place an appropriate confidentiality agreement. See section 14.
  - 5.4.3 Trademarks belonging to the University should only be used in the correct format and where registered should carry the ® symbol. All references to unregistered trademarks prior to grant, should include the ™ symbol. Please note that it is a criminal offence to use the registered trademark symbol ® if such rights have not been obtained.
  - 5.4.4 All material in which unregistered design right is claimed should be marked "Design Right The Abertay University, [first year of marketing]" For registered design rights, products should be marked with a reference to the registered design or application number.

## 6. Protection and Commercialisation

- 6.1 In consultation with those creating the IP, the RIES office will consider how to take the relevant IP forward, weighing up the technical merit and commercial value along with the resources available from the University for the protection and exploitation of the IP.
- 6.2 If the University does not wish to pursue the protection or exploitation of the IP, but the inventor wishes to do so, the inventor can request the assignment of the IP in

return for the University being entitled to receive an appropriate share (to be negotiated in good faith and agreed prior to such assignment) of any income obtained by the inventor through the exploitation of the IP. The decision to assign IP is entirely at the University's discretion and the terms of any assignment must be agreed and the agreement executed within 3 months of the inventor being informed by the University that it does not wish to continue with the protection or commercialisation of the IP.

- 6.3 The University recognises that the commercialisation of IP is not always the most appropriate route to maximise the benefits of knowledge transfer, and as such if the inventor and University agree that knowledge transfer is best facilitated by disclosing IP to the public then prior to any public disclosure of the IP, the University must be satisfied that there are no obligations to third parties to keep such IP confidential.
- 6.4 If the University decides to protect and/or commercialise the IP then the inventor shall co-operate fully with the University and its agents (for example, patent attorneys or lawyers) and support further development and commercialisation of the IP.
- 6.5 Any IP with the potential to be commercially exploited must not be disclosed to those outside the inventor's immediate working group, except to the RIES office. Disclosure includes presentations, papers or posters at conferences, abstracts, chapters in books and any other written or verbal communication. In the case of patents, it is not possible to obtain protection if a prior disclosure has been made. If there is any uncertainty in this regard, members should seek advice from the RIES office.
- 6.6 Members have a duty to ensure that the University does not infringe any third-party IP rights. If there is any uncertainty in this regard, members should seek advice from the RIES office.
- 6.7 If research is conducted by a member in collaboration with another organisation, institute or any other external party, formal arrangements must be put in place (before the research commences) regarding the ownership of any arising IP and revenue sharing should the IP be commercialised. Members should seek help and advice from the RIES office in the drafting, negotiation and execution of such formal arrangements.



## 7. Teaching Materials

- 7.1 The University owns any intellectual property contained in any teaching materials, including any audio or visual aids, prepared by employees for the purpose, in the course of their employment, of teaching and learning. This includes any intellectual property arising in and from recordings of teaching activity. However, it is acknowledged that certain performers rights arise in relation to recordings, which reside with the 'performer' and are treated as assigned to the relevant employee or student in accordance with the University's Digital Recording of Teaching and Learning Activities Policy (under development).

## 8. Copyright

- 8.1 Copyright is a form of IP protection which provides legal protection for an author or creator which restricts the copying of an original work. It is governed by the legislation referenced in paragraph 1.2. All members are required to abide by the UK Copyright legislation (see UK Copyright Service - [UK Copyright Law Factsheet No. P-01](#))
- 8.2 Subject to the University's Research Publications Policy, the University hereby waives its rights to any copyright contained in books, textbooks, publications, articles, artefacts, dramatic, musical or artistic works and other scholarly work produced in furtherance of the members professional career (except where such works are commissioned by the University) allowing members to exploit such works to their own benefit at their own cost.
- 8.3 In return for the University waiving ownership of copyright the owners grant to the University a non-exclusive, irrevocable, royalty-free licence including the right to sub-license to third parties. The licence will enable the University to use and modify the material for teaching, administrative and other reasonable purposes. Reasonable purposes include depositing accepted manuscripts of journal articles in the institutional repository to support the University's aims for immediate open access and / or depositing other materials of a scholarly nature where required for compliance with external funding bodies. Deposited materials will typically be made publicly available under a Creative Commons licence. The University will consider requests to terminate or modify licenses on a case-by-case basis.

## 9. Revenue Share

- 9.1 The University encourages members to come forward with IP which they believe may have commercial value, in return the University seeks to properly reward its members for their inventive and creative contributions where the IP is successfully

commercialised. The principle to which the University adheres is the sharing of revenues from IP commercialisation after the deduction of all applicable costs (net revenues). It should be noted that despite significant effort it is often the case that many forms of IP do not return revenues above their costs.

- 9.2 For the purpose of this revenue share scheme, net revenue is defined as any revenue received by the University, including royalties, licence fee, lump sum, capital or any other such income from third parties arising as a result of the commercialisation of IP, less the following:
- 9.2.1 any costs incurred by the University relating to the protection of the relevant IP; and
  - 9.2.2 any value added (or alike) sales tax payable by the University in respect of such commercialisation; and
  - 9.2.3 any expenses, including professional fees, incurred by the University in connection with the commercialisation of the IP; and
  - 9.2.4 any internal University costs attributed directly to the commercialisation of the IP.

| Cumulative to University | Net Revenue Inventor(s) | University | Department |
|--------------------------|-------------------------|------------|------------|
| Below 50k                | 70                      | 20         | 10         |
| Between 50k and 1M       | 60                      | 30         | 10         |
| Above 1M                 | 50                      | 40         | 10         |

- 9.4 Where multiple members are involved, the distribution of their share of the revenue shall be shared in proportion to their respective contributions to the creation of the IP, unless otherwise agreed between themselves. In the event of any dispute between the members regarding the share of the revenue, arbitration may be offered by the University.
- 9.5 In the event that a member's contract of employment is terminated, for whatever reason, the inventor shall still be entitled to revenue payments as if they were still employed.

## 10. Leaving Employment

- 10.1 If a member has generated IP or made an invention in the course of their employment at the University, they shall have an obligation to leave any digital and/or physical embodiments of the IP, including data, notebooks, prototypes and equipment in the safe custody of the Dean of Faculty or Director of service. For the avoidance of doubt, ownership of IP shall remain with the University.

- 10.2 They shall be required not to enter into any agreement with any third party (including a new employer) to use or exploit IP generated while a University employee and not previously disclosed in accordance with this Policy. The member shall have the obligation to liaise with the RIES office and seek advice on how to use or exploit the IP. The University will exert its full powers of assignment in the event of any attempts by a University employee to conceal the existence or worth of IP generated in order to evade their obligations to the University.

## **11. Breach of Policy**

- 11.1 Any breach of this IP Policy may be treated as a disciplinary matter and dealt with under the relevant disciplinary procedure. In taking forward any disciplinary processes, consideration will be given to any potential conflict of interest in relation to the University's financial interests. If necessary, an external party may be involved. In such cases, the University would propose a suitably qualified person (e.g. a senior research or HR professional from another university), although the individual subject to the disciplinary procedure may raise any reasonable objection and request that an alternative external person is identified.
- 11.2 At its sole discretion, the University may pursue all options available to it in dealing with a breach of this Policy, including legal action.
- 11.3 Any person bound by this Policy must alert the RIES office immediately on suspecting or becoming aware of any infringement of Intellectual Property owned by the University or where there is an infringement of the intellectual property rights of a third party (in order to minimise the impact of such infringement and reduce risk for the University)

## **12. Conflict of Interest**

- 12.1 In order to understand and manage the risks associated with a conflict of interest, members are requested to inform the University if they are connected with any company or commercial organisation. For the avoidance of doubt, "connected with" includes where a University employee has a significant shareholding in, or is a director of a company, or intends establishing any commercial body whether or not related to their work with the University.
- 12.2 Potential conflicts must be disclosed so that they may be evaluated and, when necessary, eliminated, managed, or reduced as appropriate (see Conflicts of Interest Policy and Practice). Information regarding the existence and nature of the conflict should be passed to the RIES office as soon as practical.

### 13. Material Transfer Agreements (MTA)

- 13.1 The external release of materials owned by the University is an essential part of modern research practice but also presents a number of IP management issues. Therefore, if a member of the University wishes to transfer materials from the University to a third party, the member must request that an MTA be drafted, negotiated and authorised by the RIES office. For the avoidance of doubt, “materials” may include, but are not limited to: inventions, data sets, prototypes, computer code, designs, laboratory notebooks, multimedia content, educational resources, technical drawings, research samples, and any other tangible or intangible outputs resulting from University-related work.
- 13.2 Such MTAs shall ensure the material transferred is used in accordance with all relevant legislation and regulations. MTAs shall also limit the University’s liabilities and risk exposure in the transfer of such materials.
- 13.3 The transfer of materials between organisations is a cornerstone of research and teaching activities within Universities. As such the University seeks to facilitate the efficient movement of material into and out of the University in order promote its research and teaching activities.
- 13.4 MTAs are legal documents and as such can only be signed by an appropriately authorised member of the RIES office or the University Secretary.
- 13.5 If a member receives an MTA from a third party with the aim of transferring materials into the University, then prior to authorisation, the terms and conditions of the MTA shall be reviewed by the RIES office in order to ensure that:
  - 13.5.1 The legally binding terms and conditions are acceptable and do not place onerous obligations on the University;
  - 13.5.2 Terms and conditions of the MTA are compatible with the terms and conditions of the sponsor funding the research project in which the materials are to be used.
  - 13.5.3 The University has appropriate licences in place in order to use the materials.
- 13.6 The University reserves the right to refuse to sign an MTA if terms and conditions are not acceptable to the University, if they clash with the terms and conditions of any funding body, or if licenses are required to use the material. If the University refuses to sign an MTA, it will liaise with the member requesting the MTA to identify whether alternative sources of materials exist.
- 13.7 Academic institutions shall normally receive the material under an MTA free of charge, subject to transportation costs, for non-commercial purposes only,

including research and teaching. The University reserves the right to charge a fee for providing such materials in appropriate circumstances.

- 13.8 If an academic institution or commercial organisation requests materials from the University for commercial purposes, the University will require payment. The RIES office will support members in the negotiation of such payment.
- 13.9 The University reserves the right to refuse to grant any third party access to materials owned or held by the University.

## 14. Confidentiality Agreements

- 14.1 A confidentiality agreement is a legally binding document which records the conditions under which a party/person may disclose information or ideas in confidence to another party/person(s).
- 14.2 Prior to any discussions with third parties concerning intellectual property, all members must ensure that an appropriate confidentiality agreement has been put in place between the party/person(s) concerned.
- 14.3 Help and support is available from the RIES office in the drafting, negotiation and execution of confidentiality agreements. Confidentiality agreements can only be signed by an appropriately authorised member of the RIES office or the University Secretary.
- 14.4 In the event that employees are requested to sign third party confidentiality agreements, these must be referred to the RIES office for review and signing.

## 15. Licence Agreements

- 15.1 A licence agreement is a legally binding document under which the holder of intellectual property (licensor) grants permission for the use of its intellectual property to another person (licensee), within the limits set by the provisions of the agreement. Without such an agreement, the use of the intellectual property would be an infringement. A licence agreement is one method by which intellectual property can be shared/exploited/commercialised.
- 15.2 Help and support is available from the RIES office in the drafting, negotiation and execution of licence agreements. Licence Agreements can only be signed by an appropriately authorised member of the RIES office or the University Secretary.
- 15.3 In the event that employees are requested to sign third party licence agreements, these must be referred to the RIES office for review and execution.

## 16. University Spin-outs

- 16.1 A Spin-Out is a company, which has been created by the University, and/or its Staff, to enable the development and commercialisation of University Assets, for example the outcome of academic research or University owned Intellectual Property (IP). The University and the inventor may or may not have an equity stake in the spin-out company. It is therefore an alternative exploitation option to the licencing of IP. The University is keen to support spin-out activity where this is an appropriate route for exploitation.
- 16.2 Where it is agreed that forming a spin-out company is the best method of exploiting the IP, then the IP will be licensed to the spin-out company in return for an equity share
- 16.3 On incorporation of a spin-out based on University assets, at first share allocation, the University and Founder(s) will agree an equity share split of between 10-30% to the University and 90-70% to the Founder(s). The University's equity level will be non-dilutable pre any third party investment into the spin-out and any equity allocation for the spin-out's management team will come from the founder(s) equity share.
- 16.4 Both the University and the Founder(s) of the spin-out company will have the right but not obligated to be represented on the company's board of directors (subject to the requirements of any third party investor or collaborator) for so long as they hold shares in the company.
- 16.5 Incorporation documents and any binding ancillary agreements (e.g. agreements for paid services, loan agreements) will be drawn up by the RIES office or the University's appointed legal agents, as appropriate. As a minimum the Company must ensure that Articles of Association and a Shareholders Agreement are put in place upon incorporation. The inventors shall be responsible for their own legal expenses incurred in relation to these agreements.
- 16.6 The arrangements above will also apply to joint ventures where a number of parties other than the University and the founders may be involved.
- 16.7 The University's standard revenue-sharing scheme shall not apply to inventors who hold shares in a spin-out company into which their IP has been licensed or assigned.
- 16.8 The spin-out company will pay a consultancy fee to the University for members agreed time spent on company business. If this limit is to be exceeded, the University and the member's Head of Department will be required to approve the excess time spent on consultancy and decide whether or not the arrangement is

appropriate. These arrangements apply once the spin-out company has been set up and has arranged seed capital.

- 16.9 After a period of time agreed with the University, the member shareholder will have to decide whether to become an employee of the spin-out company and no longer be employed by the University, or if they will remain as an employee of the University with minimal involvement in the spin-out company.
- 16.10 It is expected that where the spin-out company requires contract research to be carried out on its behalf it shall use reasonable commercial endeavours to place such work with the University at standard commercial rates if the University has all the necessary resources to perform such research.
- 16.11 The books and accounts of the spin-out company together with supporting documentation will be subject to annual external audit in accordance with the Companies Acts.
- 6.12 This section on spin-outs is an overview of the University's Spin-Out Policy. Please refer to Appendix B for further details.

## 17. Consultancy

- 17.1 This Policy applies to all Members who provide a service to external organisations in the form of consultancy work and to individuals and organisations providing a service to the University unless specific contractual terms relating to their engagement state otherwise.
- 17.2 All consultancy activity must be approved in advance by the relevant Dean of Faculty or Head of Department and notified to the RIES office. Where consultancy is carried out using University resources, facilities, or background IP, it must be reviewed by the RIES office and IP ownership will be negotiated on case by case basis. Members undertaking independent consultancy outside their contracted hours, using no University resources, will retain ownership of any IP arising. Members must declare any conflicts of interest arising from consultancy work.

## 18. Trusted Research and Innovation

- 18.1 Trusted Research and Innovation is a term used by the UK government and the research and innovation sector and aims to secure the integrity of the system of international collaboration, which is essential and vital to the continued success of research and innovation in the UK. This is particularly relevant to researchers in STEM disciplines, multi- or dual-use technologies, emerging technologies and commercially sensitive areas of research.

- 18.2 The Trusted Research advice and guidance has been produced by the UK's [National Protective Security Authority | NPSA](#) in consultation with the research and university community and is designed to help the UK's research and innovation sector get the most out of international scientific collaboration.
- 18.3 All University staff have a responsibility to reflect on their work and partnerships, including collaborators and funders, and to identify and mitigate the risks of hostile interference. As such they should ensure familiarity with the advice and guidance on how to protect research on the Abertay University Trusted Research and Innovation website (including the University's Trusted Research and Secure Innovation Policy (under development); [Trusted Research](#) intranet page, and on the National Protective Security website [Trusted Research Guidance for Academic](#) which contains information on how to:
- 18.3.1 Identify the potential risks and make informed decisions around those risks
  - 18.3.2 Conduct international collaborations confidently, safely, and securely
  - 18.3.3 Protect intellectual property, sensitive research, and personal information
  - 18.3.4 Protect research and staff from potential theft, misuse, and exploitation
- 18.4 In addition UKRI has published its [Trusted Research principles](#) and any researchers funded by UKRI should make themselves familiar with these principles i.e.
- 18.4.1 **Assessment of partner suitability** – ensuring that the University conducts due diligence on all of its partners to ensure it understands the level of risk involved in working with them
  - 18.4.2 **Managing information and knowledge sharing** – ensuring that the University has robust measures in place to make sure that access to sensitive information and data is managed appropriately and that it knows what information is being shared with overseas partners
  - 18.4.3 **Commercial application** – collaboration agreements should be in place to ensure that sensitive data and any intellectual assets including IP rights arising from projects are appropriately managed, especially where there is the potential for future commercial outcomes. This includes ensuring that export control licences are in place to transfer goods, technology and knowledge overseas where required.
- 18.5 For further information and guidance on the 2 main aspects of trusted research and innovation and national security guidelines please refer to the following links below or alternatively contact the RIES Contracts, IP, and Governance Specialist for further guidance.
- Research Export Controls and Sanctions [Export controls applying to academic research - GOV.UK](#)



National Security and Investment Act - [National Security and Investment Act: guidance for the higher education and research-intensive sectors - GOV.UK \(www.gov.uk\)](#)

Abertay University Trusted Research and Innovation policy and guidance - [Trusted Research](#) intranet page

## 19. Transnational Education

- 19.1 Where the University enters into Transnational Education (TNE) arrangements (including joint degrees, franchises, validated programmes, or branch campuses), the ownership and management of intellectual property will be addressed in the TNE agreement. Unless otherwise agreed in writing, all IP in teaching materials and resources created by university staff for TNE delivery shall be owned by the University. Where materials or IP are jointly created with a partner, ownership and usage rights shall be set out in the relevant agreement. Student-created IP in TNE programmes will be treated in accordance with Appendix A. All TNE agreements must be reviewed by the University legal advisors to ensure appropriate protection and management of IP.

## 20. Contact Details

All queries regarding this policy should in the first instance be directed to the Contracts, IP, and Governance Specialist of the RIES office via the following email address, [funding@abertay.ac.uk](mailto:funding@abertay.ac.uk)

## 21. Related Policy Documents and Supporting Documents

|                |   |
|----------------|---|
| Legislation    | <a href="#">Patents Act 1977</a> ; the <a href="#">Copyright, Designs and Patents Act 1988</a> ; the <a href="#">Registered Designs Act 1949</a> and the <a href="#">Copyright and Rights in Databases Regulations 1997</a>   |
| Strategy       | Research, Knowledge Exchange and Innovation Strategy  |
| Policy         | Conflict of Interest Policy and Practice; Digital Recording of Teaching and Learning Activities Policy; Discipline Procedure; Research Publications Policy; Spin-out Policy; Trusted Research and Secure Innovation Policy; Student Code of Discipline: Non-Academic Misconduct |
| Procedures     | N/A   |
| Guidelines     | Spin-out Policy and Guidance Notes  |
| Local Protocol | N/A   |
| Forms          | IP Disclosure Form  |

## 22. Additional Information

|                        |  |
|------------------------|--|
| Audience               | Public   |
| Applies to             | All Staff and Students   |
| Classification         | Corporate Governance   |
| Category               | Research and Research Degrees  |
| Subcategory            | Intellectual Property  |
| Approving Authority    | University Court   |
| Approval Date          | 17 December 2025   |
| Effective Date         | 1 January 2026   |
| Review Date            | 31 December 2028   |
| Policy Document Author | Dean of Research and the Graduate School, Director of People and Culture |
| Policy Document Owner  | Dean of Research and the Graduate School                                 |

For the purposes of this policy document and related policy documents, terms are defined in the Policy Document Library Glossary.

If you would like this document in a different format (e.g. large print, braille), please contact [policydocumentlibrary@abertay.ac.uk](mailto:policydocumentlibrary@abertay.ac.uk)

If you need any assistance to access or understand the document, please contact [funding@abertay.ac.uk](mailto:funding@abertay.ac.uk)

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## Appendix A – Student Created Intellectual Property

### Introduction

The section provides additional information for Intellectual Property (IP) which is created by University students.

In the course of their studies with the University all students will generally own the intellectual property they create, save for a limited number of **Exceptions** which are listed below and in section 6 of the Intellectual Property Policy for University Students.

**University Research Projects** – Where a student performs any work that relates to one of the University's strategic research, development or other projects (whether new or ongoing).

**Development of IP already owned by the University** – Where the purpose of the work a student performs is to research or develop either IP already owned by the University or IP licenced to the University by a third party.

**Research Collaborations** – Where a student creates IP through activities which are attributed to an existing/planned research agreement, collaboration agreement or any other agreement between the University and a third party and in which it is agreed that the University will (i) own the IP; (ii) assign ownership of IP to a third party; or (iii) licence the IP to a third party.

**Projects funded by UKRI or other research funder or co-funder (including Abertay University as a research funder)** – Where a student creates IP through activities which are attributed to projects/programmes which are funded (in part or in whole) by UK Research and Innovation (UKRI), formerly Research Councils UK and other funders of research, including Abertay University as a research funder or co-funder.

**Work Based Placements** – Where a student is involved in a work based placement either directly with the University or with a third party (e.g. an internship with a business).

**By Prior Agreement** – If it has been agreed between the University and a Student, in writing, that the IP they create, or have created, will be owned by the University.

**Jointly Created IP** - Where a supervisor (a University employee) contributes significantly to the creation of the IP (beyond general guidance), the IP will be considered jointly owned between the student and the University.

**Employer/Sponsor Funding** – Where a student's studies are paid for by their employer or sponsor then, subject the exceptions above, the employer or sponsor may own the IP they create.

Where IP generated by a student falls within any of the above exceptions, **it is the responsibility of the relevant Abertay tutor/supervisor** to contact the RIES office to

ensure that the student signs an **IP Assignment Agreement** (Appendix C) to which a brief project description should be included to make clear what IP is assigned. In the case of employer/sponsor funding, it is important to understand any arrangements that are in place between the student and their employer (e.g. contract of employment) as this may affect the University's claim to IP that they create.

If there is a specific requirement for the University to own student IP, then the student is asked to sign an IP assignation of their student IP to the University using the University's IP Assignation Agreement. This is usually done at the start of the research project. However, it can also be done at a later date e.g. where the student's work leads to, or contributes to, an invention that may be commercialised.

The Research, Innovation and Enterprise Support (RIES) office will assist in the drafting and execution of the IP assignment agreement. Such agreements must only be signed by an appropriately authorised member of the RIES office.

Where intellectual property is created by a student which the University later commercialises, the student will be entitled to a share of the revenue's generated as set out in section 9 of the Intellectual Property Policy for University employees.

If a student owns the intellectual property (IP) that they create, the University cannot require the student to disclose such IP to the University. This includes IP that may constitute a trade secret or confidential information owned solely by the student. However, the University requests that students inform the University if they intend to create a spin-out company based on IP developed during their studies, for the purpose of institutional reporting and statistical records. Such notification is for reporting purposes only and does not affect the student's ownership or confidentiality of their IP.

## Help and Support

For help and advice relating to IP created by a Student or the Intellectual Property Policy for University Students, please contact the RIES office via the following email address [funding@abertay.ac.uk](mailto:funding@abertay.ac.uk)

## Appendix B -Spin-out Policy and Guidance Notes

### 1. Introduction

- 1.1 A spin-out is a company, which has been created by the University, and/or its Staff, to enable the development and commercialisation of University Assets, for example the outcome of academic research or University owned Intellectual Property (IP).
- 1.2 The Abertay University (the University) is committed to facilitating innovation and entrepreneurship amongst its Staff. The University wishes to actively encourage the appropriate use of its assets such as its expertise, research outputs and associated IP; more specifically it wishes to fully encourage the transfer of its knowledge and research outputs to industry to create societal benefits. Where feasible this will include the commercialisation of University Assets in the form of Staff expertise, know-how, University patents, designs, software or other creative works etc, as well the provision of innovative services to industry via use of University equipment and facilities.
- 1.3 Encouraging the use of University Assets can be achieved through various mechanisms, such as collaboration(s), consultancy, licensing of IP rights to existing companies, or the creation of University Spin-out companies. The University is keen to support Spin-out activity where this is identified as an appropriate route to create value (e.g., impact, financial, reputational) from its Assets.
- 1.4 This document describes the formal policy of the University in relation to authorising the formation of; participation in; and monitoring of Spin-out companies and the ownership, control, and management of any associated University Assets.
- 1.5 This Policy is intended to apply to University Assets which are capable of industrial use and/or commercial application, as such it will typically apply to Assets in the form of patents (for an invention) or know-how, as well as to other forms of creative works which can also be commercialised via the formation of a spin-out. This Policy will not normally apply in the case of University commissioned or owned teaching materials.
- 1.6 Capitalised words and phrases contained in this policy are as defined in **TABLE A**
- 1.7 This Policy should be read in conjunction with the University's Intellectual Property (IP) Policy.

## 2. Approval Process for Forming a University Spin-out

- 2.1 Ultimate approval to form a University Spin-out company, in which the University has an equity share and/or any other involvement, and which has the goal of developing and/or commercialising University Assets, rest with the University Executive Group. The hierarchy of the University's decision making process for spin-out formation is outlined in SCHEMATIC 1.
- 2.2 The Executive Group decision on forming a spin-out will be in response to recommendations made to it by the Research, Innovation and Enterprise Support (RIES) office.
- 2.3 The RIES office will make recommendations to the Executive Group, following consideration of information, in particular the Spin-out Formation Plan. This will include (but not be limited to) considering the spin-out's business plan, determination of equity shares, arrangements to access University Assets, resources/facilities, Staff time considerations, requirements for licensing of IP, financial forecasts, and risk management approaches etc. The Executive Group will also consider financial and management proposals that will underpin the relationship between the spin-out and the University.
- 2.4 The RIES office will establish the process and requirements for creating and completing a Spin-out Formation Plan and, working with the Founders where applicable. It will be the responsibility of the Founder(s) and the RIES office (where applicable) to present the Spin-out Formation plan to the Executive Group for review and consideration.
- 2.5 In order to enable the fullest assessment of spin-out opportunities it is important that key areas of the University, that may be affected by any spin-out plans or are able to offer relevant information, are aware of such requests and are able to comment. This includes departments and where applicable a Founder(s)' immediate Line Manager(s). A prerequisite to a Founder(s) submitting a spin-out request to the RIES office is a requirement for them to have consulted with the following to inform them of the intent to submit a spin-out request and to secure in principle approval or commentary on the proposed request:
  - 2.5.1 Line Manager(s)
  - 2.5.2 Relevant Dean of Faculty or Director of Service
- 2.6 Any commentary should be requested in writing and comment on potential spin-out benefits, risks, use of department's resources/facilities, and the identification of any potential conflicts of interests.
- 2.7 Beyond approving the formation of a spin-out if appropriate, the University will be keen to ensure such companies can survive and succeed. In this regard the

University may be able to provide the Founder(s) and the resulting spin-out with a range of support services. Such support may include business case preparation, marketing support, providing business expertise or access to finance support. Such services are optional, at the University's discretion, acceptance by the Founder and subject to any professional or regulatory restrictions. Not all University spin-out opportunities will require support, and any support will be subject to agreement by the RIES office, depending on the precise nature and value of support being requested. In the event that such support is requested (or provided) it may be considered a material benefit to the spin-out and further material contribution from the University, in which case it will likely be reflected in any spin-out formation terms, e.g., higher University equity share in the spin-out, or alternatively may entail the University and spin-out agreeing terms, conditions and fees for such services.

- 2.8 Ultimately, it will not always be appropriate to support or approve the formation of a spin-out. Only after due consideration, by the RIES office, the Executive Group of the risks, the benefits and other commercialisation options can such a decision be made, based on a realistic assessment of a spin-out's commercial and success potential as conveyed in its Spin-out Formation Plan.

### 3. University Spin-out Provisions

- 3.1 It is the University's aim to establish spin-outs that are best positioned to deliver impact and achieve measurable success via the further development and commercialisation of University Assets. Thus, spin-outs will be formed on a case-by-case basis under terms and conditions that meet the requirements as set out in this policy and which are best aligned to the conditions in their spin-out Formation Plan. For some spin-outs this could mean having formation conditions that are appealing to external investment, for others the goal may be around creating impact or achieving organic (self-funded) growth.
- 3.2 In seeking to create successful spin-outs there are several areas that investors and Founders typically seek clarity on, so in order to provide clarity and enable the prompt and effective formation of spin-outs, the following shall typically apply:

#### **Grant of Licences to a Spin-out Company**

- 3.3 A spin-out may seek a licence agreement for access to and use of University Assets, such as the University's IP. In return for agreeing licence terms the University will usually acquire an equity shareholding in the spin-out.
- 3.4 This policy reserves the right for the University to make such licence(s) royalty bearing depending on the type of University Asset. For example, in the case of a



spin-out formed to commercialise University Assets as a service(s) company – using University equipment or facilities – the spin-out will likely be subject to separate agreements (specific to the facilities or equipment they propose to use) and required to agree royalties / revenue sharing on any income they receive.

- 3.5 Typically, the University will not approve any assignment of University Assets to a spin-out company. However, this may be considered in exceptional circumstances.

### **Equity Sharing**

- 3.6 The formation of a spin-out company requires participating parties to agree their relative equity share in the company. On incorporation of a spin-out based on University Assets, at first share allocation, the University and Founder(s) will agree an equity share split of between 10-25% to the University and 90-75% to the Founder(s) for patent based invention and between 5-10% to the University and 95-90% to the Founder(s) for software based inventions. The University's equity level will be non-dilutable pre any third party investment into the spin-out and any equity allocation for the spin-out's management team will come from the Founder(s) equity share.

### **Right to Appoint Directors**

- 3.7 In order to protect the University's interest in the spin-out and also to ensure that the spin-out has an appropriate level of expertise within its management team, the University reserves the right to:
- 3.7.1 Appoint a named individual of its choice to the Spin-out Board, with full voting and associated rights. Such rights will be detailed in any Shareholders Agreement, Articles of Association or any other relevant agreements or documentation.
  - 3.7.2 Exceptionally, in the absence of appointing a Director, to appoint a University Observer to attend Spin-out Board meetings to monitor and participate in any proceedings as specified.

- 3.8 The University acknowledges that not all spin-outs opportunities will require the appointment of a University Director or a University Observer, hence on a case by case basis the University (at its sole discretion) will assess the need for such appointments.

### **Staff Time**

- 3.9 Spin-out Founder(s) will identify any staff time (time allowance available to the Founder(s) to be committed to the spin-out) and ensure it is captured in the Spin-out Formation Plan. Such allowances will initially be subject to the in-principle approval of the Founder(s)' Dean of Faculty/ Director of Service, prior to review and consideration by the Executive Group. Also, any time in excess of any agreed Staff time will be subject to the in-principle approval of the Dean of Faculty/ Director of

Service and will likely require the spin-out to agree a Consultancy Agreement to pay the University consultancy fees at commercial rates for further Staff time spent supporting the spin-out company. Such arrangements must be agreed prior to the spin-out benefitting from excess Staff time support. For the avoidance of doubt, the University's cost of investment in the spin-out company, will be calculated to include any agreed period of Staff time required to support the spin-out (if required and/or appropriate and not part of a consultancy agreement) as an additional contribution from the University.

### **Spin-out Legal Requirements**

- 3.10 As a minimum, spin-outs must ensure that suitable Articles of Association and a Shareholders Agreement acceptable to all shareholders (including the University) are put in place upon incorporation. The University or its authorised agent will typically issue such documents, and the Founder(s) will be responsible for their own legal advice and expenses incurred in relation to such agreements and any other legal support they require.
- 3.11 Any additional documents or agreements (e.g., consultancy agreements, paid services agreements, access to facilities, or licensing of University Assets) will be drawn up by the University or its authorised agents.
- 3.12 For the avoidance of doubt, no University Asset or resource (e.g., Intellectual property, Staff time for consultancy, University resources or facilities etc.) shall be accessed or released to the spin-out until all relevant legal agreements formalising the relationship between the University and the spin-out have been agreed and executed.

### **Exiting Spin-outs**

- 3.13 In approving the formation of spin-outs the University will duly consider the financial, impact and reputational benefits of its participation in the business.  
  
For spin-outs with conventional commercial potential via equity (share) value growth, as identified via their Spin-out Formation Plan, it is anticipated that the company will pursue a strategy to increase its value and its potential for shareholders to benefit from exiting the company at a suitable future event. Such an event could be the spin-out receiving a significant third party investment as part of an external buy-in, being subject to a trade sale or the listing of the spin-out on a recognised investment market/stock exchange.  
  
To best manage its equity (share) position and to facilitate future exit strategies, the University requires approved spin-outs to be part of several agreements. The University will ensure the drafting and adoption of appropriate Articles of Association and/or Shareholder Agreement(s) to include where appropriate:

- Enshrining the right for the University to transfer its shares within the University group
- A means to manage share transfers (permitted and compulsory etc) and provide for appropriate exit strategies based on the transfer or sale of shares
- Standard or custom pre-emption rights, to enable the University to benefit from an option to co-invest future funds into the spin-out on terms available to all shareholders, or to seek preferential rights in terms of future investment rounds
- Conventional exit options, such as ‘drag along’ and ‘tag along’ provisions, providing all shareholders, including minority shareholders, with the rights to exit the spin-out (to their potential advantage) in the future.

In addition to being an institution which is home to world class and traditional forms of research, the Abertay University wishes its spin-outs to reflect its flexibility and entrepreneurialism. It is likely that for certain types of proposed spin-outs, the benefits to the University are likely not to arise from a traditional equity exit (e.g., sale of shares) but from other types of financial returns (e.g., income sharing, royalties etc) or from indirect financial benefits such as enhanced impact or entrepreneurial reputation. Correspondingly, approval for forming a spin-out will entail agreements between the University and the spin-out company of suitable terms and conditions (in the Spin-out’s Articles of Association and/or Shareholders Agreement) which will be drafted to reflect the likely return/benefits to the University.

### **Performance Monitoring**

- 3.14 As long as the University remains a shareholder, it will impose obligations on the spin-out to keep the University fully and regularly informed of developments and progress in terms of its business, commercial and impact objectives and any other relevant information or as required or requested by the University. Specific reporting requirements will be detailed in relevant documentation or agreements.

## **4. Founder Spin-out Considerations**

- 4.1 Creating and / or participating in a University spin-out can be a complex and involved activity which requires a high level of commitment. The University is not responsible for advising or seeking advice on behalf of any Founder(s) in respect of individual or corporate taxation, legal, technical or any other matters arising from forming, participating or operating a spin-out which may affect them. Founder(s) are strongly advised to seek their own independent professional advice where required.

- 4.2 Any Founder(s), who are members of Staff of the University (or a wholly owned subsidiary of the University) will require authorisation from the University before setting up a spin-out or becoming an officer (Director or Company Secretary) of such a company. For the avoidance of doubt, no individual member of Staff of the University shall have the authority to incorporate. Ultimately, such activity is subject to approval by the Executive Group.
- 4.3 To start the process to possibly form a spin-out, Founder(s) shall firstly engage with their Dean of Faculty/ Director of Service and then with the RIES office who will be initially responsible for advising and supporting the Founder(s) in progressing their spin-out request.
- 4.4 A Founder(s) who is a full-time University member of Staff may not be an employee of a spin-out. However, the University may permit a full-time member of Staff to become part-time in order to be employed part-time by a Spin out or the member of Staff could leave full employment of the University to become an employee of the Spin out.
- 4.5 Any conflicts of interest, actual or perceived, for Founder(s) which arise, or may arise, as a result of the creation of a spin-out company shall be declared and addressed within the Spin-out Formation Plan, or if arising post creation of the plan or after company formation, reported to the RIES office.
- 4.6 Founders are responsible for determining any relative split of shareholding between themselves prior to starting the process for seeking approval to create a spin-out. For example, only, this is usually based on the contribution of each Founder to any underlying University Assets and their intended contribution to the spin-out.
- 4.7 For the avoidance of doubt, Founders will not receive any payments through the distribution of any revenues (dividends, royalties, or equity sale etc) the University receives from the spin-out. Accordingly, as required, Founders will be required to sign and abide by a waiver to any such future revenues prior to the formation of the spin-out.
- 4.8 Staff responsible for the creation of University Assets used in a spin-out will be required to sign an IP assignment form transferring all rights of the created University Asset to the University. Although as an employee of the University, the Assets created by the creator are owned by the University, according to the Copyright, Designs and Patents Act 1988, in order to licence a University Asset to a spin-out, this assignment undertaking is a requirement of most investors in spin-outs.
- 4.9 Staff responsible for the creation of University Assets used in a spin-out who elect not to participate in the spin-out company, will be required to formally waive their

rights in terms of spin-out involvement. Spin-out Founders will be responsible for identifying all individuals (not only staff) who were involved in creating the relevant spin-out asset(s) or otherwise have an interest in the asset(s). Where applicable, Founder(s) will document this information in the Spin-out Formation Plan and any other documentation deemed necessary. Further to the above waiver, the University will typically seek an indemnity from Founder(s) in favour of the University in respect of any future claims by individuals not identified in this regard.

- 4.10 Further to the completion of any allocated free or subsidised Staff time to support the spin-out, Founders may have to decide whether to leave the University and become an employee of the spin-out or remain as a University employee with limited involvement with the spin-out. The University remain open to discussions with its spin-outs to explore opportunities for providing Staff time support for follow on research or consultancy at market/commercial rates.

## 5. Spin out Complaints and Disputes

- 5.1 If a member of Staff has a concern, or a complaint, they wish raise in connection with this policy, in the first instance they should contact the Contracts, IP, and Governance Specialist in the REIS via the following email address [fundin@abertay.ac.uk](mailto:fundin@abertay.ac.uk)

**Table A – Definitions**

| <b>Term</b>                          | <b>Description</b>  |
|--------------------------------------|---|
| <b>“University”</b>                  | means The Abertay University, where relevant, its subsidiaries  |
| <b>“University Assets or Assets”</b> | means (by way of example only) intellectual property, intellectual property rights, inventions, equipment, facilities, software, data, knowledge, methods, know-how and expertise created and/or owned by the University  |
| <b>“University Director”</b>         | means a representative nominated by the University and appointed to the Board of a spin-out to act in the capacity of a Director, with full voting rights   |
| <b>“University Observer”</b>         | means a representative nominated by the University to attend Spin-out Board meetings in the capacity of an Observer to monitor, participate and inform proceedings if invited to  |
| <b>“University Staff or Staff”</b>   | means a person who is employed or engaged under contract by the University  |
| <b>“Drag along”</b>                  | compels a shareholder to sell, where an offer has been received from a third party for a specific percentage of the equity share capital of the company. That percentage is usually a controlling interest. Such a provision can stop an uncooperative shareholder frustrating other members from realising their investment or seeking a disproportionate share of the proceeds as a “ransom” position                                   |
| <b>“Founder(s)”</b>                  | are University Staff who wish to participate in or materially contribute to a spin-out Company. Note this policy only covers Founders who are University staff  |
| <b>“Intellectual Property or IP”</b> | means all types of intellectual property rights – such intellectual property rights include (by way of example only) patents, rights to inventions copyright, trademarks, rights in get-up and trade dress, goodwill, rights in designs, database rights, teaching materials, performers’ rights, rights to use, and protect the confidentiality of, confidential information (including, but not limited to, know-how and trade secrets) |
| <b>“RIES office”</b>                 | means Research, Innovation & Enterprise Support office  |
| <b>“Spin-out”</b>                    | a company whose principal objective is the development and commercialisation of identified University Assets in a manner beneficial to the University   |

| <b>Term</b>                          | <b>Description</b>   |
|--------------------------------------|--|
| <b>“Spin-out Formation Plan”</b>     | are a suite of documents, to support the evaluation and progress approval of spin-out opportunities. Materials may include, but is not limited to, invention disclosure, business case, authorisation to form a spin-out form, equity statement, IP assignment, waivers of rights to revenue-sharing arrangements, commentary from Department, facilities agreement, heads of terms and additional supporting documentation  |
| <b>“Spin-out Support Activities”</b> | are optional activities that may be provided by the University on a case by case basis in response to a spin-out’s specific business plan and support needs, on terms to be agreed   |
| <b>“Tag along”</b>                   | means that a shareholder who has received an offer for their shares must also obtain the same offer for the other shareholders in the company. They must give all shareholders the opportunity to exit at the same time (and at the same price) before being able to sell their shares to that third party. This is particularly important for shareholders with relatively modest percentage holdings as, without tag along rights, they could simply be left holding shares, whilst the controlling parties sell their shares. |

#### Schematic A – Outline of the Spin-out Governance Process



## Appendix C: Student Intellectual Property and Confidentiality Agreement

Intellectual Property (IP) is the term used for intangible property rights that develop from intellectual effort. It allows people to own their invention in the same way that they can own physical property. Patents, trademarks, designs and copyright are the main intellectual property rights. Intellectual Property Rights (IPR) is used to describe ownership of IP and allows the owner to control commercial exploitation of the IP.

If you are employed by the UNIVERSITY, it is the legal owner of all IP generated in the course of your normal duties. (1977 Patent Act). Students are not usually employees of the UNIVERSITY. For this reason, students at the University may, in some cases, be formally requested to assign IP that may be developed in the course of their studies, to the UNIVERSITY. In exchange, the UNIVERSITY agrees to offer a share in any revenue generated from the commercial exploitation of the IP on the same terms as to a member of university staff. These terms can be found on the UNIVERSITY Intranet page

<https://intranet.abertay.ac.uk/research/ip-enterprise/>.

The UNIVERSITY, like most other universities, is active in pursuing opportunities for commercialisation of ideas and technologies arising from its research, teaching and clinical work. The UNIVERSITY believes that students should benefit from joining its research groups where they can access the expertise and facilities of the group. However, certain IP issues arise for the UNIVERSITY when allowing its students to work within its research programmes.

1. The development of IP will often depend on the input and expertise from other members of staff, which may already be confidential and belong to the UNIVERSITY or a research sponsor.
2. The contribution of IP by the student will sometimes be required to allow use of the whole technology. For example, the UNIVERSITY may find that it cannot license the technology if part of its IP portfolio is missing.

To support the UNIVERSITY's efforts and protect its inventions or those of a research sponsor, the UNIVERSITY requests you to sign the attached document. This is to agree to keep confidential any information that is disclosed to you during your research project and to assign ownership of the IP to the UNIVERSITY.

Please note that students who do not wish to make such an assignment may be transferred to alternative research projects.



## **Student Intellectual Property and Confidentiality Agreement**

BETWEEN

Student name:

Permanent address:

("the Student")

Abertay University an educational institution having its address at ..... ("the UNIVERSITY").

During the course of your studies at the UNIVERSITY, your research project may assist in the generation of IP, typically in the form of, patentable ideas, trademarks, designs, copyright and know-how.

In consideration of the UNIVERSITY providing you with a share in any revenue generated from the commercial exploitation of the IP on the same terms as for a member of UNIVERSITY staff – see <https://www.abertay.ac.uk/business/research-innovation-and-enterprise-support/> for terms, you hereby agree to:

1. Assign all such IP to the UNIVERSITY.
2. Discuss with your supervisor or the UNIVERSITY your creative contribution to any item of IP developed in the course of research in which you are involved.
3. Be named as an inventor and be willing to take the necessary steps (at the UNIVERSITY's or sponsor's expense) in registering and protecting the Intellectual Property.
4. Not disclose to any person (or authorise any third party to do the same), all information, methods, techniques, inventions, processes, reports, drawings, designs, sketches, systems, results, recommendations, plans, research, know-how, confidential information, creative works, concepts and other materials prepared, delivered, created, developed or discovered in the course of your research project, without written consent or instruction of the UNIVERSITY.

I have read the Student Intellectual Property and Confidentiality Agreement and agree with its terms.

Name:

Address:

Signed:

Date: