

Scottish Aquaculture Innovation Centre

Intellectual Property (IP) Policy

Updated 29 August 2016

1. The primary consideration of this SAIC IP Policy is that the IP arrangements between the SAIC and its Consortium partners should facilitate the achievement of the SAIC's overall goals as detailed in the Business Plan.
2. The SAIC Board appreciate the need to manage IP and fully recognise that there are likely to be differing views within the Consortium on how IP emerging from the activities of the SAIC should be treated.
3. The SAIC, recognising the nature of issues that are currently suppressing sustainable growth and development for the aquaculture sector as a whole, wishes to follow the principle of making information which is likely to be of practical value, in addressing technical production challenges, available to all of those who wish to apply this to good effect. The SAIC Board therefore supports the principles behind the Easy Access IP initiative¹ but also appreciates that, for commercial reasons, some partners involved in collaborative research may wish to protect the IP generated from project work.
4. Against this background a framework has been developed in which the IP arrangements are to be:

¹ Easy Access IP is an international collective of Universities and Research Institutions who believe in creating impact from research outcomes via knowledge exchange.

University developed technologies are often at an early stage of development and require significant investment and product development effort to generate commercial impact. Easy Access IP is an open opportunity mechanism which allows companies and individuals free access to these technologies so new products and services can be developed that will benefit society and the economy.

There are four fundamental, aligning principles of Easy Access IP institutions:

- We believe that Universities exist to create and disseminate knowledge. We aim to maximise the rate of dissemination through knowledge exchange.
- Our purpose is to create impact from university research outcomes as opposed to monetary aims.
- We want simple transactions and agreements which make it easier for industry to work with us.
- The Easy Access IP agreement is the beginning of a collaborative relationship, not the end of a knowledge exchange process.

In return for free access to real world, excellent relevant research and IP, we ask our licensees to;

- demonstrate how they will create value for society and the economy
- acknowledge the licensing institution as the originator of the intellectual property
- report annually on the progress on the development of the Easy Access IP
- agree that if the IP is not exploited within three years, the licence will be revoked
- agree that there will be no limitations on the licensees use of the IP for the university's own research

- 4.1. Be flexible enough to be tailored to the different circumstances of Consortium members, large and small;
- 4.2. Enable the development of new technology and the subsequent protection and / or exploitation of IP for the benefit of the aquaculture sector as a whole; and
- 4.3. Not create burdensome costs for small companies and other Consortium members.
5. The IP arrangements will be determined in accordance with the funding applied to projects:
 - 5.1. For projects carried out exclusively with public funding administered through SAIC, SAIC will own the Foreground IP and will seek to make IP rights available to businesses through appropriate licensing, spin out or other arrangements².
 - 5.2. For jointly funded collaborative projects (SAIC, HEI and industry partners) a Project Grant Agreement will be prepared at the initiation of the project in which the partners will agree appropriate sharing of Foreground IP. This may include making the IP rights available to one or more partners involved in the collaborative project or through appropriate licensing, spin out or other arrangements.
 - 5.3. For projects carried out exclusively with industry funding, the ownership of new IP will be determined by contract and in general will lie with the industry partner funding the project.
 - 5.4. In all three areas SAIC will recognise and respect the Background IP brought to the project by any of the project partners, that Background IP remaining the sole and exclusive property of the partner to whom it belonged prior to the commencement of the project.
6. The SAIC will manage IP in a professional and business-like manner. The SAIC will:
 - 6.1. Encourage collaborative working between Consortium members from industry and HEIs;
 - 6.2. Address the issue of ownership of IP at the start of a project in a legally binding project specific Project Grant Agreement;
 - 6.3. Recognise and respect existing (Background) IP contributed to projects by Consortium members and other parties;
 - 6.4. Ensure that any commercially sensitive information made available for SAIC projects is safeguarded;
 - 6.5. Ensure that new (Foreground) IP created within projects is recorded and can be protected and exploited successfully to the benefit of all project partners, depending on the contractual conditions relating to the relevant projects; and

² As the Administrative Hub, the University of Stirling will hold and manage IP on behalf of SAIC until such time as SAIC becomes a separate legal entity. Upon any such change in status the University of Stirling will automatically transfer ownership to SAIC of all IP held by the University on behalf of SAIC.

- 6.6. Balance the needs of the industry to utilise project results to drive innovation as quickly as possible, with the importance to academics of publishing their results, given the globally competitive nature of research.
7. For the avoidance of doubt, the SAIC has a general presumption that IP will be provided on an open-access basis or where otherwise that ownership of IP should be proportionate to the investment of each partner in SAIC collaborative projects.