



An Roinn Post, Fiontar agus Nuálaíochta  
Department of Jobs, Enterprise and Innovation

# IP Protocol Resource Guide





## Contents

Page	Index	Topic
03		Contents
<b>05</b>	<b>Section 1</b>	<b>National IP Management Requirements</b>
08	Requirement 1	Ensure early awareness amongst Researchers of the importance of IP management
08	Requirement 2	Set obligations on individual Researchers to ensure IP is managed in a professional way
09	Requirement 3	Maintain confidentiality
09	Requirement 4	Protect IP arising from research Projects and Programmes
10	Requirement 5	Introduce existing background IP into a research Programme diligently
11	Requirement 6	Conduct appropriate due diligence before licensing IP
11	Requirement 7	Maintain records of IP and licences
12	Requirement 8	Manage conflicts of interest
12	Requirement 9	Implement systems for the sharing of income from the commercialisation of IP within the RPO
13		Summary of processes and template documents supporting the National IP Management Requirements
<b>17</b>	<b>Section 2</b>	<b>Knowledge Transfer Structures</b>
19		A competitive knowledge transfer system
21		Governance and reporting arrangements within the national technology transfer system
22		The Technology Transfer Office (TTO)
23		Knowledge Transfer Ireland (KTI)
24		RPOs
25		State Research Funding Organisations
25		Industry
<b>27</b>	<b>Section 3</b>	<b>Model Agreements and supporting documents</b>
34		Appendix A



# National IP Management Requirements

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## Section





## Section 1: National IP Management Requirements

- 1** In setting out the National IP Management Requirements the aim is to give confidence to industry and to State research funding organisations that Ireland's Research Performing Organisations (RPOs) manage research, their related contracts and Intellectual Property Rights (IPR), in a fully professional manner. The National IP Management Requirements also aim to ensure that consistency in practice across the RPOs is achieved.
- 2** This document should be read together with the national IP Protocol. [www.knowledgetransferireland.com/ManagingIP](http://www.knowledgetransferireland.com/ManagingIP).
- 3** The National IP Management Requirements also set expectations – on RPOs and on industry parties wishing to engage with RPOs.
- 4** To meet this objective, there are nine National IP Management Requirements which each RPO must fulfil in designing and operating its own internal IP management system.
- 5** The Requirements are as follows:
  - Requirement 1: Ensure early awareness amongst Researchers of the importance of IP management.
  - Requirement 2: Set obligations on individual Researchers to ensure IP is managed in a professional way.
  - Requirement 3: Maintain confidentiality before publication of research and confidentiality of IP provided by and to others.
  - Requirement 4: Protect IP arising from research Projects and Programmes.
  - Requirement 5: Introduce existing background IP into a research Programme diligently.
  - Requirement 6: Conduct appropriate due diligence before licensing IP.
  - Requirement 7: Maintain records of IP and licences.
  - Requirement 8: Manage actual and potential conflicts of interest.
  - Requirement 9: Implement systems for the sharing of income from the commercialisation of IP within the RPO.
- 6** The Requirements are defined, and from time to time updated, by Knowledge Transfer Ireland (KTI) which works with the Technology Transfer Officers (TTOs) within the RPOs to help implement them.
- 7** The State requires that each Irish RPO shall have in place and operate an IP management system that meets the National IP Management Requirements. This involves designing, implementing and continuously improving each RPO's internal processes for assuring that IP is managed in a professional way; appointing appropriate members of staff to lead and to be responsible for process design, implementation, operation and continuous improvement; providing necessary resources; and ensuring compliance with these internal processes.
- 8** However, in view of the open nature of RPOs and the many research activities that they carry out, RPOs are not in a position to give the same assurances in respect of IP and IP management as a commercial organisation could give. RPOs therefore do not offer warranties or representations or assume liabilities concerning IP and IP management. RPOs should ensure that staff, contractors, consultants and students are aware of, and follow, the RPO policies and procedures that are a part of their IP management system.
- 9** KTI is responsible to ensure independent audit of the IP management system to be operated by each RPO to ensure that such a system is in place, to evaluate the ability of the RPO to comply with the National IP Management Requirements and to support any RPOs to achieve compliance.
- 10** Each RPO shall be able to demonstrate (by way of such audit and/or directly to State research funding organisations) that it has in place and operates an internal IP management system that meets or exceeds the National IP Management Requirements.
- 11** An RPO which does not have an IP management system that meets the National IP Management Requirements, or which is not able to demonstrate full compliance with its IP management system, should agree with KTI a plan for the progressive development of its IP management system in order to achieve compliance. This plan should specify the order in which the various National IP Management Requirements will be addressed and, for each requirement, a timetable for reaching a fully mature system in stages.
- 12** KTI will review and update the National IP Management Requirements from time to time, in consultation with RPOs and industry to ensure that all aspects of RPO IP management are carried out in as professional and practicable a manner as possible.

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**Requirement 1:  
Ensure early awareness amongst Researchers  
of the importance of IP management**

- 13** It is important to that there is an understanding of IP management, and commercialisation of research in general, amongst the RPO community. As a consequence of the Technology Transfer Strengthening Initiative programme (TTSI), there is an increased awareness amongst Researchers due to training and outreach from the TTO. This should be continued and expanded as appropriate, particularly having regard to mobility and turnover in the Researcher population.
- 14** RPOs shall make clear to their staff, contractors, consultants and students their responsibilities in relation to the protection of IP and shall make all reasonable endeavours to help their staff, contractors, consultants and students to meet these responsibilities.
- 15** The Practical Guide to Managing Intellectual Property and Confidentiality is available on the KTI website ([www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Confidentiality-Agreements.pdf](http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Confidentiality-Agreements.pdf)) and Researchers should be directed to this by the RPOs.

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**Requirement 2:  
Set obligations on individual Researchers to  
ensure IP is managed in a professional way**

- 16** The effectiveness of an RPO's internal IP management system depends on the individual Researchers being aware of and complying with the system. The Principal Investigator (PI) on each Programme carries a particular responsibility for compliance with the RPO's IP management system throughout the Programme. To acknowledge this responsibility, the PI shall give a PI Undertaking prior to signature of the contract or Collaborative Research Agreement. A sample text of a PI Undertaking is available on the KTI website ([www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements](http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements)).
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### Requirement 3: Maintain confidentiality

- 17** Requirements to maintain the confidentiality of Programme results and IP, including scope and duration, shall be discussed and agreed with all Programme parties, including any industry parties, before Programme work starts. These requirements will be dealt with by way of appropriate clauses in the Collaborative Research Agreement and/or by way of separate non-disclosure agreement.
- 18** Arrangements shall be in place and understood by all those working on the Programme for seeking and granting approval to publish Programme results, including conference abstracts, conference proceedings, conference presentations, journal publication, online publication, oral disclosure and publication of these. These arrangements include:
- The definition of who has authority to grant permission to publish.
  - Any agreements requiring Programme parties to review and approve draft publications prior to publication.
  - Any agreement with Programme parties to place embargoes on publication or containing conditions relating to publication. These arrangements shall be included in the Collaborative Research Agreement and must be consistent with the sections of the national IP Protocol dealing with this subject.
- 19** Each RPO must ensure that contractual obligations, requirements and procedures to maintain the confidentiality of Programme results shall be communicated to and understood by all those working on the Programme.
- 20** Every RPO shall have adequate arrangements in place to ensure that:
- Confidential information received from a company or from any other third party is understood by RPO staff, students and contractors involved in setting up and/or delivering the Programme to be confidential and is appropriately protected.
  - Confidential information and IP received from a company or other third party in connection with a Programme are used solely for that Programme and are not used for any other Programme or purpose without the prior written permission of the source or as allowed under a binding contract with the source.

### Requirement 4: Protect IP arising from research Projects and Programmes

- 21** RPOs shall have published policies and procedures in place that cover timely identification of IP arising from research, protection of this IP including the maintenance of laboratory records and the prevention of premature public disclosure of IP. They shall support their Researchers to help them recognise when their discoveries or other IP may have commercial value.
- 22** Every RPO shall have adequate arrangements in place to:
- Document all Programme results in such a way that priority or creation dates can be established in the event that results lead to patent applications (e.g. through the use of properly structured laboratory notebooks, dated and written in ink, or other suitable forms of electronic data capture, recording the results of research).
  - Promptly and carefully review all Programme results to identify IP, whether patentable or not, that may have commercialisation potential.
  - Promptly notify the RPO's Technology Transfer Office whenever IP with commercialisation potential is identified.
  - Evaluate IP that may have potential commercial value to establish, as far as possible, what the commercial value might be and how that value might be realised.
  - Decide what form of protection is appropriate for each new item of IP and, in the event that a form of protection requiring application, such as a patent, is selected, to make the necessary applications.
  - Identify, for each item of IP for which protection is sought and/or which will be commercialised, the originating individual(s), within the RPO or elsewhere, any Background IP used in its development and the sources of research funding, and associated obligations, from which the IP is derived.
  - Identify, for each item of IP for which patent protection is sought, the individual(s), within the RPO or elsewhere, to be named as Inventor(s) or, where design or other registered rights are sought, the originator of the subject matter of the right.

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**Requirement 5:  
Introduce existing background IP into a  
research Programme diligently**

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**23** The requirement concerning confidentiality in Requirement 3 is especially important while these steps are in progress, particularly for patentable inventions.

**24** RPOs shall have in place, and enforce, arrangements to ensure that initial ownership of IP arising from their research is clearly and unambiguously defined. In particular, RPOs shall ensure that all staff, contractors and consultants, assign to the RPO all rights to IP arising from their research for or on behalf of the RPO. RPOs shall also have arrangements in place for the assignment of rights to the RPO for research arising from research Projects with industry undertaken by students.

**25** Every RPO shall have adequate arrangements in place to:

- Review any Background IP before it is introduced into a research Programme to ensure that it has no contractual or other restrictions that would prevent it being used in the Programme.
- Examine the potential impact of introducing pre-existing IP into a research Programme on the potential commercial value of any IP created during the Programme, in order to identify any possible negative consequences (e.g. caused by the introduction of open source software).
- Ensure that it and all its other RPO and industry collaborators on any research Programme which is wholly or partly funded by the State, complete a Background IP Due Diligence Form before they introduce any pre-existing IP into the Programme, either at the start or during the Programme.
- Ensure that each Principal Investigator (PI) completes a PI Undertaking, which includes Background IP Due Diligence, prior to commencement of the Project or Programme and prior to signature of the research contract or Collaborative Research Agreement.

**26** Sample texts of a Background IP Due Diligence Form and a PI Undertaking are available on the KTI website ([www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements](http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements)).

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**Requirement 6:  
Conduct appropriate due diligence  
before licensing IP**

- 27** Every RPO shall have adequate arrangements in place to ensure that an Invention/IP Disclosure Form is completed and signed off by the Researchers/inventors and TTO before any IP created is licensed to any third party.
- 28** A sample Invention/IP Disclosure Form is available on the KTI website ([www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements](http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements)).
- 29** The RPO's TTO shall, on reasonable request, make available for inspection by industry, without any representations or liabilities attached, the Invention/IP Disclosure Form and any documents listed in it, other than any documents whose disclosure are prohibited by any obligations of confidentiality on the RPO or is contrary to applicable laws (e.g. data protection laws).

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**Requirement 7:  
Maintain records of IP and licences**

- 30** RPOs shall have procedures in place for the recording of IP arising from their research and the associated commercialisation activities and outcomes.
- 31** Every RPO shall have adequate arrangements in place to:
- Maintain records of all pre-existing IP used in each research Programme, identifying for each item of IP its source, owner, underpinning research funding source, date of introduction and any conditions attached to its use.
  - Maintain records of all IP created during a research Programme, whether patentable or not, identifying for each item of IP any applications for protection; the progress of any such applications; any IP licences, IP licence options or IP assignments granted or IP contracts signed; and the terms and recipients of any such licences, options, assignments or contracts.
  - Keep an inventory of all results created in each research Programme, showing in each case the date of creation, the individual(s) responsible for its creation and any decision to seek protection for any resulting IP. This inventory shall allow the work of one Researcher on multiple Programmes, and the results obtained on multiple Programmes, to be clearly identified with the Programmes concerned.
- 32** Doing so will help to ensure that:
- The same item of IP is not licensed multiple times on conflicting terms.
  - Agreed arrangements for IP licensing or assignment can be promptly and fully executed.
  - Any reporting requirements can be met.
- 33** RPOs shall have procedures in place for reporting on all commercialisation activities to the appropriate State agencies and, in particular, to KTI which is charged with delivering the national Annual Knowledge Transfer Survey (AKTS).
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**Requirement 8:  
Manage conflicts of interest**

- 34** RPOs shall have published policies and procedures in place which minimise and manage potential or actual conflicts of interest concerning the commercialisation of IP and that provide guidance on doing so to their Researchers. RPOs should ensure that the latter are aware of and follow those policies and procedures.
- 35** As part of these policies and procedures, RPOs should:
- Define reportable financial or personal interests reportable to the RPO.
  - Describe when and how Researchers are responsible to report such interests.
  - Help all Researchers to identify, report and manage competing interests.
  - Assure confidentiality of all individual reports related to potential conflicts of interests except as expressly required to comply with this document.
  - Describe options for resolving or managing potential or apparent conflicts.
  - Designate an RPO officer responsible for implementing the RPO's procedures for managing actual and potential conflicts.
  - Establish reasonable internal audit and records retention schedules for its management of actual and potential conflicts.
  - In any case which involves a partially or wholly State-funded research Programme, promptly report to the State research funding organisation concerned any unresolved conflict and agree with that State research funding organisation appropriate steps to deal with the conflict.
- 36** KTI, in consultation with the State research funding organisations and with the RPOs, will develop and maintain guidelines to assist RPOs to manage conflicts of interest concerning the commercialisation of IP.

**Requirement 9:  
Implement systems for the sharing of income  
from the commercialisation of IP within the RPO**

- 37** RPOs should share in the benefits of commercialisation of IP arising from their research. The commitment of Researchers to commercialisation, taking research outcomes to the marketplace through RPO approved mechanism, is important and should be incentivised.
- 38** RPOs should encourage their Researchers to participate in commercialisation, joint R&D Programmes with industry and consultancy, through financial and non-financial incentives and rewards.
- 39** RPOs shall have IP and commercialisation policies and procedures in place which include provision for the sharing of royalties and other RPO income from the commercialisation of their IP. These arrangements should provide that income is shared between the RPO itself, the research department(s) involved in the research and the individual Researchers who may be inventors or originators of the commercialised IP.

## Summary of processes and template documents supporting the National IP Management Requirements

**40** KTI has made available on its website ([www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements](http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements)) sample template documents to support these national standards for use by each RPO in its internal IP management system. When complete, the standard documents will help ensure consistency around IP management arrangements across Ireland's RPOs.

**41** Table 1 below shows the sample documents that are available and what they cover. These templates may be used as the basis for preparing similar documents for a specific Collaborative Research Programme. They will remain the primary responsibility of KTI which will work with the RPOs, the State research funding organisations and industry parties to further develop them. These national standard texts will then be used consistently across all RPOs. All these resources are located on the KTI website at either [www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements](http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements) or [www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides](http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides).

**Table 1: Template documents supporting Collaborative Research Agreements and IP licensing**

Resource	What it covers	Location
Research Programme Plan template	What will be done in the Collaborative Research Project/Programme, by whom and the resources each party will bring. Costs associated with the work and any expected deliverables.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements</a>
PI Undertaking	Principal Investigator confirms that - as accountable Project leader – he/she is aware of their particular responsibilities in respect of the Collaborative Research Agreement.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements</a>
Researcher Undertaking	All Researchers involved in the Project confirm that they have read and understood the Collaborative Research Agreement.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements</a>
Invention/IP Disclosure Form	Describes the IP and details inventors/developers and their affiliations, any funding sources and any third party obligations. To be used prior to licensing and often forms part of the initial assessment of "invention", sometimes known as an IDF.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements</a>
Background IP Due Diligence Form	Describes the IP and details inventors/developers and their affiliations, any funding sources and any third party obligations. To be used prior to introducing Background IP into a research Programme and prior to listing it as available or restricted in the contract or Collaborative Research Agreement.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements</a>
Conflict of Interest Form	Details any conflicts that the Researchers, including the PI might have in respect of IP commercialisation.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements</a>
Guide to Intellectual Property – an overview	Summarises the types of IP and protection afforded.	<a href="http://www.knowledgetransferireland.com/ManagingIP">www.knowledgetransferireland.com/ManagingIP</a>
KTI Practical Guide to Managing Intellectual Property & Confidentiality	A guide that describes in detail how IP should be disclosed and protected.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides</a>

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**42** Table 2 over shows how the sample documents apply to the nine National IP Management Requirements. All these resources are located on the KTI website at [www.knowledgetransferireland.com/Model-Agreements](http://www.knowledgetransferireland.com/Model-Agreements).

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**Table 2: Template documents supporting the National IP Management Requirements**

Requirement	Response	Document
1 Ensure early awareness of the importance of IP management amongst Researchers.	Appropriate programme of IP awareness is delivered by the TTO to the RPO Researcher community.	KTI Practical Guide to Managing Intellectual Property & Confidentiality.
2 Set obligations of individual Researchers to ensure IP is managed in a professional way.	Principal Investigator confirms that - as accountable Project leader – he/she is aware of their particular responsibilities in respect of the Collaborative Research Agreement.	PI Undertaking – signed between the lead PI and their RPO.
	All Researcher involved in the Project confirms that they have read and understood the Collaborative Research Agreement.	Researcher Undertaking – signed between the Researcher and their RPO.
3 Maintain confidentiality before publication and confidentiality of data provided by others.	Include suitable confidentiality terms and suitable processes for pre-publication review in Collaborative Research Agreement.	Guide to Model Collaborative Agreements and Decision Guide. Confidentiality is included in the agreement signed between industry partner and RPO. PI Undertaking – signed between the lead PI and their RPO. Researcher Undertaking – signed between the Researcher and their RPO.
4 Protect IP arising from research Projects or Programmes.	Appropriate Programme of IP awareness is delivered by the TTO to the RPO Researcher community.  RPO has adequate procedures in place. TTO undertakes due diligence and appropriate protection of IP arising from research Project or Programme and in accordance with terms of Collaborative Research Agreement.	KTI Practical Guide to Managing Intellectual Property & Confidentiality. Guide to Model Collaborative Agreements and Decision Guide. IP is included in the agreement signed between industry partner and RPO. PI Undertaking – signed between the lead PI and their RPO. Researcher Undertaking – signed between the Researcher and their RPO.
5 Introduce existing Background IP into a Project diligently.	Background IP to be introduced into a research Project or Programme by all parties is detailed in the Collaborative Research Agreement.  RPO completes a Background IP Due Diligence Form prior to signature of the Collaborative Research Agreement.	Guide to Model Collaborative Agreements and Decision Guide. Background IP is included in the agreement signed between industry partner and RPO.
6 Conduct appropriate due diligence before licensing IP.	Researcher and TTO complete Invention/IP Disclosure Form.	Invention/IP Disclosure Form – prepared and signed by Researchers/inventors and TTO during course of the Project as new IP arises.
7 Maintain records of IP and licences.	TTO has robust IP and licence management systems and databases in place.	RPO internal documents and databases.
8 Manage conflicts of interest.	RPO has a published policy for management of conflicts of interest.	RPO policy document.
9 Implement systems for the sharing of income from the commercialisation of IP within the RPO.	RPO has a published policy for commercialisation and revenue share.	RPO policy document.



## Knowledge Transfer Structures

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### Section





## Section 2: Knowledge Transfer Structures

- 43** Ireland benefits from a nationally integrated knowledge transfer (KT) system which supports and stimulates industry-RPO engagement, the creation of new companies and the commercialisation of the outputs of research that reinforces Ireland's reputation as a great place for industry to do business.
- 44** KT covers the broad range of ways in which knowledge, technology and IP are shared between the research base and industry. Technology Transfer (TT) is a term often used to describe the commercialisation activities that underpin much of this exchange.
- 45** This section describes the support network of Technology Transfer Offices (TTOs), and explains how they link with the central office, Knowledge Transfer Ireland (KTI), and other local RPO support functions. It provides clarity for all stakeholders (including domestic and international industry, the RPOs, the State research funding organisations and Researchers) on the functions, responsibilities and accountability of this system.
- 46** More information on the KT system, TTOs and KTI, including contacts can be found on the KTI website ([www.knowledgetransferireland.com](http://www.knowledgetransferireland.com)).

## A competitive knowledge transfer system

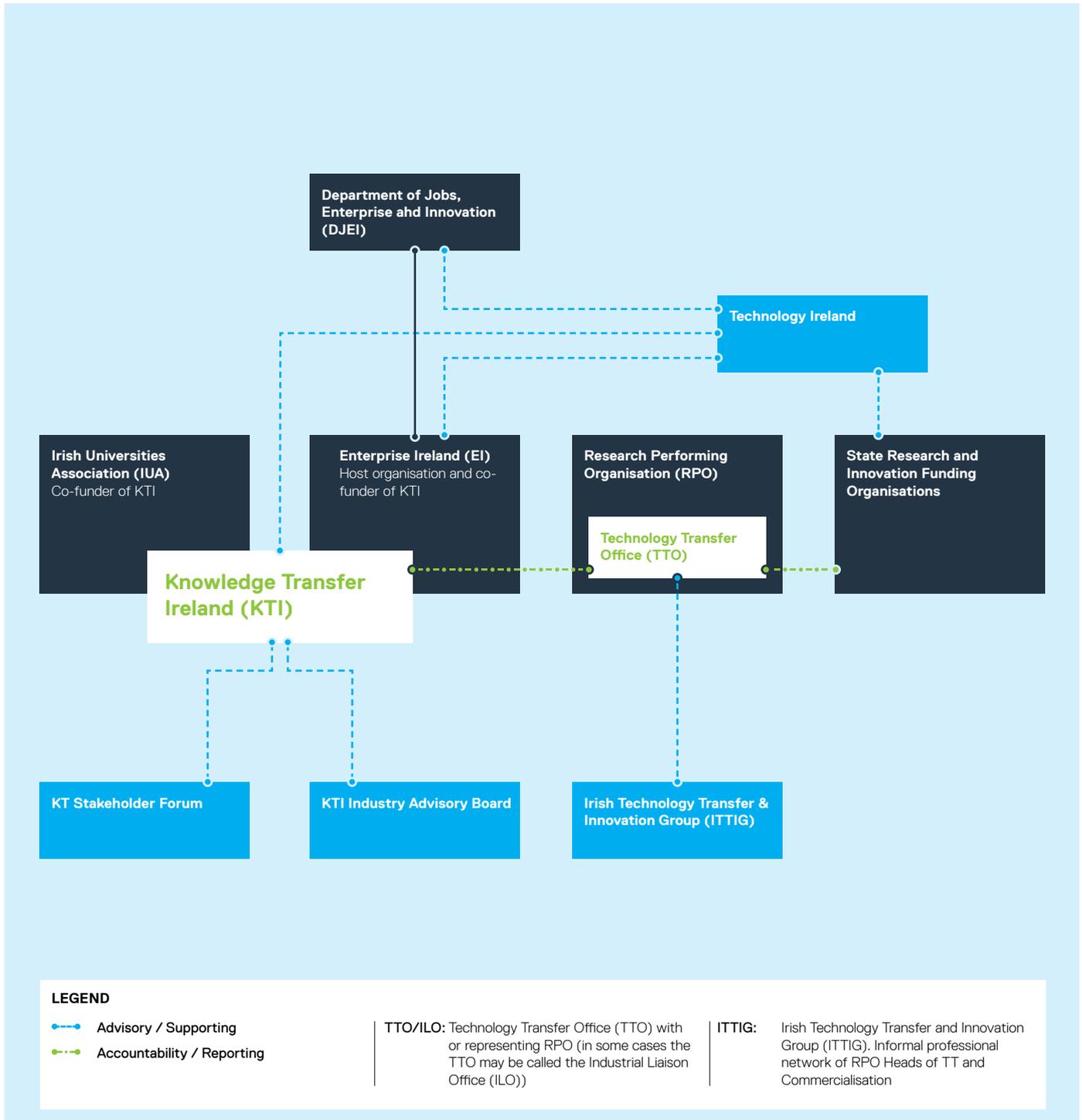
- 47** Ireland's vision is to develop a global reputation for effective partnership with industry and efficient commercialisation of ideas, know-how and Intellectual Property (IP) arising from State-funded and industry co-funded research in the country's RPOs.
- 48** Ireland has developed a new networked national system of RPO TTOs tasked with delivering a consistent and predictable approach to industry-RPO relationships. This includes mechanisms for continuous improvement and refinement, including the structure and governance of the system over time to best meet the needs of industry and other stakeholders.
- 49** The aims of this national system are:
- Accessibility for industry, including entrepreneurs, to:
    - Transparent mechanisms for industry, including entrepreneurs, wishing to engage with the State-funded research system through either IP acquisition, research collaboration or access to expertise, specialist equipment or facilities.
    - Availability of a nationally comprehensive single resource for anyone wishing to know what expertise, research and IP is available within the State-funded research system, and how to gain access to it.
  - Flexibility and responsiveness:
    - A national system that appreciates industry's need for flexibility and works hard to respond in a consistent and timely way.
  - Effective interface between industry and the research community:
    - Knowledgeable and trusted people to deal with industry oriented academic Researchers.
    - Professional and prompt level of service to the research community.
    - Regular and relevant communications and training for the research community.
    - Easy to operate professional processes and systems, consistent across all RPOs.
    - TTO industry/sector expertise that complements the research community.
  - High standards and performance:
    - A more consistent approach with regard to funding terms and the application of national policies on a range of commercialisation related issues, including contracting and the way in which IP arising from RPOs is managed.

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- National understanding of the various ways to create value for the Irish economy which are reflected in TT deals.
  - A broad and comprehensive set of metrics to drive KT and TT for the benefit of Ireland.
  - An open and transparent system of measuring and reporting Key Performance Indicators (KPIs) and metrics in order to continuously develop and improve the system.
- Sound governance and interaction with TT stakeholders:
- Clearly understood governance arrangements which apply throughout the TT system, while accommodating the wide variety of organisations involved such as policy makers, State research funding organisations, RPOs and industry.
  - Mechanisms for continuous improvement and for capturing viewpoints from those involved in KT (researchers, RPOs, TTOs, industry and entrepreneurs) to help refine and improve the TT system.
  - Clear decision making and dispute resolution systems and processes.
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### Governance and reporting arrangements within the national technology transfer system

50 The following Figure 1 outlines the national TT system.

Figure 1 Overview of the national technology transfer system



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## The Technology Transfer Office (TTO)

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- 51** TTO staff are a local and national resource.
  - 52** A TTO's primary role is to ensure effective and appropriate commercialisation of outputs from the research base in order to maximise the economic and societal benefits to Ireland from research.
  - 53** Each TTO is located in an RPO and is part of the management structure of that RPO. It serves the RPO to which it belongs or, in some cases, a cluster of RPOs including the RPO to which it belongs and other research institutions.
  - 54** The TTO holds a senior position in the RPO in which it is located and represents that RPO (or a cluster of RPOs) in technology transfer, IP and licensing matters.
  - 55** The TTO drives the commercialisation of RPO IP following the national policy and licensing framework.
  - 56** The TTO performs regular assessment of how the requirements have been implemented within the RPO.
  - 57** The TTO sets targets and delivers performance against the agreed targets.
  - 58** The TTO markets IP and commercial opportunities from the RPO, provides PR and communications and maintains targeted liaison with industry.
  - 59** The TTO generates material on commercial opportunities and shares information about identified early stage opportunities with KTI.
  - 60** The TTO manages relationships with Researchers and provide awareness and training for Researchers.
  - 61** TTOs work as part of a network with each other and with KTI.
  - 62** TTOs work with KTI and with each other to share best practice and to implement common practices and templates to support simplified engagement for entrepreneurs and industry.
  - 63** TTOs must also work with the KTI on effective use of resources in the entire TT system to ensure that it is fit for purpose and avoids unnecessary duplication of functions in each TTO.
  - 64** RPOs must work with KTI to ensure that the KT support system is fit for purpose and avoids unnecessary duplication of functions within the RPO.
  - 65** TTOs need very clear strategic, financial and management support from their parent RPOs. This will enable them to continue their development over time.
  - 66** TTOs are part-funded by Enterprise Ireland through the TTSI programme.
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## Knowledge Transfer Ireland (KTI)

- 67** The State also supports a central technology transfer office, Knowledge Transfer Ireland (KTI).
- 68** KTI's overall purpose is to deliver an efficient and productive KT and TT system for the benefit of Ireland, the country's RPOs and industry.
- 69** KTI provides a unique portal for industry helping industry to: navigate across the entire RPO sector; identify complementary and synergistic skill-sets and research capabilities in the RPOs; access the right people in TTOs/ILOs; and access the national register of available Intellectual Property for licensing and a directory of research expertise is available from KTI.
- 70** KTI also offers a suite of resources for industry, including template Model Agreements and associated Practical Guides that are an adjunct to this document, designed to provide a starting point for industry-RPO contracting.
- 71** In certain cases KTI may offer practical support. This may be especially appropriate in the case of complex multi-party arrangements, where the specialist skills of KTI and its ability to bring together contributions from a network of TTOs can be called upon. In certain situations, KTI may assist in facilitating dispute resolution.
- 72** KTI is responsible for the consistent implementation of policy and will help all parties to achieve a consistent interpretation of policy, processes and definitions of terms as they relate to KT and TT. It maintains and develops key national resources for use by industry and RPOs, such as model term sheets to facilitate initial discussions; Model Agreements and Practical Guides. It will develop and improve standard documents to fulfil requirements set out in the National IP Management Requirements, see Section 1 above, through consultation with other relevant organisations.
- 73** KTI is responsible for evaluating and reporting on performance under the TTSI programme and for monitoring and reporting the performance of the national knowledge transfer system using appropriate key performance indicators.
- 74** A key role of KTI is to raise awareness of and to promote the successes arising from co-developed ideas and the opportunities available for co-development, in order to attract new industry parties to engage in research and contracting with RPOs.
- 75** KTI is responsible for ensuring the continuous improvement of the national IP Protocol and for publishing updated versions as required, including keeping this framework and its resources up to date and ensuring that the resources are deployed consistently across the RPOs.
- 76** KTI is hosted by Enterprise Ireland (EI) and co-funded by EI and the Irish Universities Association (IUA). It produces an annual operating plan, including activities to support the development of the whole KT and TT system, and executes the plan under the day-to-day supervision of EI, with dual accountability to the co-funder IUA. KTI resides physically and operationally within EI. KTI publishes an Annual Report.
- 77** KTI is advised by an Industry Advisory Board with representations drawn from SME, MNC, entrepreneurs and investor communities across a range of sectors. KTI also convenes the KT Stakeholder Forum which brings together the accountable leads for KT from the main research and innovation agencies and representatives from RPO and TTO bodies.
- 78** The Technology Ireland forum includes representatives from Ireland's main State research funding organisations, including Science Foundation Ireland, Enterprise Ireland, the IDA Ireland and the Higher Education Authority, as well as Department of Jobs, Enterprise and Innovation (DJEI). The Director of KTI shall attend Forum meetings when issues surrounding technology transfer and commercialisation are discussed and may ask to have items relating to these topics added to the agenda for discussion at forum meetings.
- 79** The Interdepartmental Committee includes representation from a wide range of Government departments and agencies and handles many topics, including the scope of TT and commercialisation. Where appropriate, DJEI or Technology Ireland forum will refer issues relating to the national TT system to the Committee where these may impact on or require whole-of-Government consideration.
- 80** KTI also maintains the attractiveness and performance of the national TT system, by setting high standards, developing common commercial approaches and work practices, and supporting compliance with these standards and practices throughout the system.

## RPOs

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- 81** KTI acts as a conduit for sharing good practice among the TTOs to ensure a consistent and networked national ecosystem. It provides support to TTOs in developing and implementing IP management processes. It does not have authority to overrule a TTO, but may advise the State research funding organisations of any breach by a TTO of this framework's mandatory requirements.
- 82** KTI itself must maintain a clear identity as the national authority and resource for KT and TT, with an active and open dialogue with industry groups on a regular basis. It must maintain inspiring leadership and needs the best talent available with expertise and track record in research, commercialisation, licensing and marketing. It may complement its own resources by using service providers such as law firms, patent agents and commercial opportunity assessors, where this is good for quality and value for money.
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- 83** RPOs have a major part to play in Ireland's innovation ecosystem as providers of education, talent, research, expertise, technology and IP. RPOs need to combine their existing teaching and academic priorities with this growing role in innovation, both strategically and operationally. Researchers are key players in supporting this innovation ecosystem, by showing leadership to their colleagues in a changing academic cultural environment.
- 84** Senior management in RPOs need to reflect the importance of the TTO in the RPO organisational structure and be very clear to all parties where decision-making authority rests for commercial decisions on patenting strategy, licensing strategy and collaboration objectives. Where possible they need to empower the TTO to make these decisions and strive to avoid complex processes internal to the RPO that delay swift transactions between industry and the RPO.
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## State Research Funding Organisations

- 85** Much of the research undertaken in RPOs is funded by State research funding organisations, either directly through Programmes of research or indirectly thorough support for Researchers, students and infrastructure. Ultimately State funding for research is aimed at producing benefits for the economy and society in Ireland through the creation of a skilled workforce, nationally and internationally recognised research, excellence and the application of research including through engagement with industry and commercialisation.
- 86** State research funding organisations and state innovation funding agencies must apply the policy and framework in the national IP Protocol consistently across their Programme of funding support. They must be clear and consistent in their terms and conditions and issue guidance notes as required. They will work with KTI to this end and KTI will review and advise, as necessary, on implementation of this framework.

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## Industry

- 87** Industry has an important role to play in an effective national innovation ecosystem and functioning TT system. It is important that industry understand the imperatives for RPOs, familiarises itself with the ways in which RPOs operate, including their constraints and that potential industry partners access the resources available to them via the KTI website.
- 88** While many industrial partners also publish in academic journals, industry must recognise that publication is a very significant indicator of quality in an RPO and therefore accept that this is an essential part of an industry-RPO partnership. Proper arrangements for managing publication, which protect the legitimate commercial interests of the industry partner while respecting the RPO's need to publish, should be clarified at the start of a new research Programme.
- 89** Industry should also recognise that many RPO Researchers engage in research, analysis, and teaching that lead to ideas and concepts which are of excellent quality but which have no real or immediate commercial value. Even so, this activity is valuable to Ireland and is a legitimate part of the academic mandate.
- 90** Industry should also understand that the nature of the academic environment means that, unlike commercial organisations, an RPO can offer only limited contractual assurances in relation to the IP that they use, create and commercialise and in relation to their collaborative research activities.
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## Model Agreements and supporting documents

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### Section

3

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### Section 3: Model Agreements and supporting documents

**91** A range of resources are available on the KTI website at [www.knowledgetransferireland.com](http://www.knowledgetransferireland.com) to assist industry and entrepreneurs working with the research base in Ireland. These include:

- A suite of Model Agreements and Practical Guides to assist contracting between industry parties and RPOs.
- Sample documents to assist in preparing for research agreements between industry and RPOs.
- Guides to Intellectual Property.

**92** The resources will remain in the custody of KTI. They will be expanded and updated by KTI. KTI will work with the RPOs, the State research funding organisations and industry parties to further develop and then maintain national standard texts based on the sample documents. These national standard texts will then be used consistently across all RPOs.

**Table 3: Model Agreements and associated guides**

Resource	What it covers	Location
Overview to the Model Agreements	This document presents a summary of the Model Agreements available including how and when to use them.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Overview-to-the-Model-Agreements.pdf">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Overview-to-the-Model-Agreements.pdf</a>
KTI Practical Guide to Legal Issues in Contracts with RPOs	This Guide provides a brief, practical overview of some legal issues that are commonly encountered when drafting and negotiating contracts with Irish higher education institutes or State research performing organisations (“RPOs”). The guide is divided into two main parts: a discussion of general legal issues that arise with many different types of contract; and a glossary of selected words that are encountered in commercial contracts or legal practice.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Legal-Issues-in-Contracts-with-RPOs.pdf">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Legal-Issues-in-Contracts-with-RPOs.pdf</a>
KTI Practical Guide to Confidentiality Agreements	CDA is an abbreviation for “confidential disclosure agreement”. Sometimes the term “NDA” is used, standing for “non-disclosure agreement”. Whether these names are used, or you simply refer to a “confidentiality agreement”, the same type of agreement is usually envisaged. For convenience and brevity they are referred to as CDAs in this guide.  A CDA is a contract governing the disclosure of confidential information from one party to another – the disclosure may be mutual (i.e. both/all parties disclosing confidential information), or just disclosure by one party to the other.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Confidentiality-Agreements.pdf">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Confidentiality-Agreements.pdf</a>
Model Confidential Disclosure Agreement – One Way (CDA)	A CDA is a contract governing the disclosure of confidential information from one party to another. It ensures that the recipient understands that the information disclosed must be kept secret and that they are legally bound to do so.  Also referred to as a Non-Disclosure Agreement (NDA).	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Confidential-Disclosure-Agreement-One-Way-CDA.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Confidential-Disclosure-Agreement-One-Way-CDA.docx</a>
Model Confidential Disclosure Agreement – Two Way (CDA)	A two-way CDA is a contract governing the disclosure of confidential information between two parties. It ensures that both parties will keep secret any information disclosed by one to another.  Also referred to as a two-way Non-Disclosure Agreement (NDA).	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Confidential-Disclosure-Agreement-Two-Way-CDA.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Confidential-Disclosure-Agreement-Two-Way-CDA.docx</a>

**Table 3: Model Agreements and associated guides (continued)**

Resource	What it covers	Location
<b>Licence Agreements</b>		
Practical Guide to Term Sheets for Licence Agreements	A Term Sheet records key terms of the proposed agreement before the parties engage in detailed negotiations over the wording of the final contract. May also be referred to as: Heads of Agreement; Heads of Terms; Memorandum of Understanding; Letter of Intent.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Term-Sheets-for-Licence-Agreements.pdf">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Term-Sheets-for-Licence-Agreements.pdf</a>
Model Non-Binding Term Sheet for Licence Agreement	A non-binding term sheet that focuses on agreed key commercial issues, at a 'headline' level, without getting into too much detail.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Binding-Term-Sheet-for-Licence-Agreement.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Binding-Term-Sheet-for-Licence-Agreement.docx</a>
KTI Practical Guide to Licence Agreements	Practical advice on Exclusive and Non-Exclusive Licences. How and when to use. Field and Territory. Drafting tips.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Licence-Agreements.pdf">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Licence-Agreements.pdf</a>
Model Licence Agreement - Exclusive	In an IP licence agreement an owner of Intellectual Property (the licensor) permits another person (the licensee) to engage in activities that, in the absence of the licence agreement, would infringe the licensor's legal rights attaching to the Intellectual Property. In an exclusive licence, only the licensee is licensed to use the IP to make and sell Licensed Products.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Licence-Agreement-Exclusive.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Licence-Agreement-Exclusive.docx</a>
Model Licence Agreement - Non-Exclusive	In an IP licence agreement an owner of Intellectual Property (the licensor) permits another person (the licensee) to engage in activities that, in the absence of the licence agreement, would infringe the licensor's legal rights attaching to the Intellectual Property. In a non-exclusive licence rights can be granted to an unlimited number of licensees.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Licence-Agreement-Non-Exclusive.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Licence-Agreement-Non-Exclusive.docx</a>
Practical Guide to Software Licence Agreements	The term 'software licence agreement' covers a wide range of documents and deal structures. Types of contracts to be used include end-user and distribution agreements.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Software-Licence-Agreements.pdf">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Software-Licence-Agreements.pdf</a>
Model Exclusive Software Licence Agreement	Licence of rights from one party to another, includes provisions that are specific to software licensing, particularly the clauses that describe the rights being granted, the obligations to supply a copy of the software, and the restrictions regarding the use of the software.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Exclusive-Software-Licence-Agreement.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Exclusive-Software-Licence-Agreement.docx</a>
Model Non-Exclusive Software Licence Agreement (Fee Bearing, No Royalties)	A licence of rights that allows commercial use of the software in a particular Field and Territory. In a non-exclusive licence rights can be granted to an unlimited number of licensees. Associated fees in this licence do not include royalties.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Exclusive-Software-Licence-Agreement-Fee-Bearing-No-Royalties-.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Exclusive-Software-Licence-Agreement-Fee-Bearing-No-Royalties-.docx</a>
Model Non-Exclusive Software Licence Agreement (Fee Bearing and Royalties)	A licence of rights that allows commercial use of the software in a particular Field and Territory. In a non-exclusive licence rights can be granted to an unlimited number of licensees. Associated fees in this licence include royalties.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Exclusive-Software-Licence-Agreement-Fee-Bearing-and-Royalties-.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Exclusive-Software-Licence-Agreement-Fee-Bearing-and-Royalties-.docx</a>

**Table 3: Model Agreements and associated guides (continued)**

Resource	What it covers	Location
Model End User Software Licence Agreement – Signature Version	Licence in which the licensee is an end user of the software rather than a developer or someone who is seeking to sell or licence it to others. This is a conventional, standalone agreement which assumes that the parties will complete the missing details and sign.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-End-User-Software-Licence-Agreement—Signature-Version.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-End-User-Software-Licence-Agreement—Signature-Version.docx</a>
Model End User Software Licence Agreement – Website Version	Licence in which the licensee is an end user of the software rather than a developer or someone who is seeking to sell or licence it to others. This form of agreement is for use on a website and assumes that the End User will download the software from the website and accept the terms by clicking on an “I accept” button.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-End-User-Software-Licence-Agreement—Website-Version.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-End-User-Software-Licence-Agreement—Website-Version.docx</a>
Non-Exclusive Royalty-Free (NERF) Licence	A non-exclusive and royalty-free licence to Foreground IP arising from research under a Collaboration Agreement in which the licensee contributed minimum defined costs of the Programme.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Exclusive-Royalty-Free-NERF-Licence-Agreement.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Non-Exclusive-Royalty-Free-NERF-Licence-Agreement.docx</a>
<b>Option Agreements</b>		
KTI Practical Guide to Option Agreements	<p>An Option Agreement is a contract performing the first of the following functions whereas an Option and Evaluation Agreement is a contract that performs both of the following functions:</p> <ol style="list-style-type: none"> <li>1. Option - The grant of an option.</li> <li>2. Evaluation - The grant of rights to evaluate.</li> </ol> <p><b>Option Agreement (OA)</b> The Model Option Agreement offers a Company the right to negotiate to take a licence to technology arising from an RPO.</p> <p><b>Combined Option and Evaluation Agreement (O&amp;EA)</b> The Model Option and Evaluation Agreement offers a Company both an option and a right to perform an evaluation of technology arising from an RPO as described above.</p>	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Option-Agreements.pdf">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Option-Agreements.pdf</a>
Model Option Agreement	An Option Agreement grants a right to the recipient to either negotiate or to enter into a licence within a defined period. The recipient is not obliged to enter into negotiations or into the licence but it has the right to do so if it so decides.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Option-Agreement.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Option-Agreement.docx</a>
Model Option & Evaluation Agreement	An Option & Evaluation Agreement is essentially a licence that allows the recipient to use certain technology for a defined period and for the limited purpose of assessing the technology. The licence to evaluate is not a substitute for a commercial licence.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Option-Evaluation-Agreement.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Option-Evaluation-Agreement.docx</a>

**Table 3: Model Agreements and associated guides (continued)**

Resource	What it covers	Location
<b>Assignment Agreements</b>		
Practical Guide to Assignment	An IP assignment is a contract that transfers ownership of Intellectual Property from one person or organisation to another. The assignor loses control of the assets from the date of assignment as the new owner will usually be able to do what it likes with the IP, including transferring ownership to another party, and if a new owner breaches any of its obligations, this will not usually affect the new owner's ownership of (or right to use) the IP.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Assignment.pdf">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Assignment.pdf</a>
Model IP Assignment	Assignment of patents and other items of intellectual and physical property.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-IP-Assignment.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-IP-Assignment.docx</a>
Model Patent Assignment	Assignment of patents only.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Patent-Assignment.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Patent-Assignment.docx</a>
Model Confirmatory Assignment	Confirmatory assignments are used in most instances to give assurances to a party that it owns all the necessary rights to a particular package of IP. Ownership of IP produced in the course of employment (i.e. in the circumstances envisaged by the relevant statute for the IP in question) is typically dealt with in a supplemental manner in individuals' contracts of employment, but it is often much easier to provide the potential assignee with copies of confirmatory assignments than it would be to show copies of individuals' employment contracts.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Confirmatory-Assignment.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Confirmatory-Assignment.docx</a>
<b>Material Transfer Agreements</b>		
KTI Practical Guide to Material Transfer Agreements	A material transfer agreement ("MTA") is a contract governing the transfer of materials between Researchers. The Researchers might be employed by universities, research institutions or commercial companies or be private individuals. The supplier/provider of the materials (the "Provider") is usually the organisation owning the materials but may sometimes be an authorised licensee.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Material-Transfer-Agreements.pdf">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Material-Transfer-Agreements.pdf</a>
Model Material Transfer Agreement - Inward (MTA)	A material transfer agreement ("MTA") is a contract governing the transfer of materials between Researchers. The Researchers might be employed by universities, research institutions or commercial companies or be private individuals. The Inward MTA governs the supply of materials into an RPO.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Material-Transfer-Agreement-Inward-MTA-.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Material-Transfer-Agreement-Inward-MTA-.docx</a>
Model Material Transfer Agreement - Outward (MTA)	A material transfer agreement ("MTA") is a contract governing the transfer of materials between Researchers. The Researchers might be employed by universities, research institutions or commercial companies or be private individuals. The Outward MTA governs the supply of materials from an RPO.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Material-Transfer-Agreement-Outward-MTA-.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Material-Transfer-Agreement-Outward-MTA-.docx</a>

**Table 3: Model Agreements and associated guides (continued)**

Resource	What it covers	Location
<b>Consultancy Agreements</b>		
Practical Guide to Consultancy Agreements	A consultancy agreement is a contract under which one party agrees to provide advice and other related services to another party, usually in return for a sum of money.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Consultancy-Agreements.pdf">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/KTI-Practical-Guide-to-Consultancy-Agreements.pdf</a>
Model Consultancy Agreement	Contract under which the RPO provides specific services to a third party in respect of which there may be a profit element, in addition to the RPO covering the costs of doing the work, and as a result the RPO may be willing to agree to more favourable terms around IP, publication and work Programme.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Consultancy-Agreement.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Model-Consultancy-Agreement.docx</a>
<b>Research Agreements</b>		
KTI Practical Guide to Collaborative Research Agreements	This Guide explains the issues to consider when preparing and negotiating Collaborative Research Agreement between industry and an RPO. It includes a decision guide to assist in the choice of the type of research agreement that should govern the research Project or Programme and a Decision Tree to help determine how IP should be accessed by the industry party.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides</a>
Model Collaborative Research Agreement – wholly industry-funded	A template contract for the situation in which an industry party and an RPO work on a research Project or Programme of mutual interest, wholly funded by the industry party or funded in part by the industry party and by the State.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements</a>
Model Collaborative Research Agreement – part-funded by industry	A template contract for the situation in which an industry party and an RPO work on a research Project or Programme of mutual interest which is funded in part by the industry party and by the State.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements</a>
Multi-party Consortium Contract	Contract under which several industry parties and an RPO (or RPOs) work on a research Project of mutual interest.	<a href="http://www.desca-2020.eu/">www.desca-2020.eu/</a>
<b>R&amp;D funder specific contracts</b>		
Enterprise Ireland Innovation Partnership Programme Guidelines	Guidelines for drafting the Intellectual Property Heads of Agreement required for the Enterprise Ireland Innovation Partnership Programme.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/Enterprise-Ireland-Innovation-Partnership-Programme-Guidelines.pdf">www.knowledgetransferireland.com/Model-Agreements/KTI-Practical-Guides/Enterprise-Ireland-Innovation-Partnership-Programme-Guidelines.pdf</a>
Enterprise Ireland Innovation Partnership Programme Heads of Agreement Template	As part of the application process for Innovation Partnership funding, the collaborating parties must submit a signed Heads of Agreement to Enterprise Ireland for review.  In the Heads of Agreements (HOA), the parties set out the principal terms and conditions that relate to Intellectual Property created in the course of the Innovation Partnership Programme Project.	<a href="http://www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Enterprise-Ireland-IPP-Heads-of-Agreement-Template.docx">www.knowledgetransferireland.com/Model-Agreements/Catalogue-of-Model-Agreements/Enterprise-Ireland-IPP-Heads-of-Agreement-Template.docx</a>

## Appendix A: Meaning of terms

In this document, the following terms have the meaning given.

Annual Knowledge Transfer Survey	The national survey which collects, collates and summarises the outcomes of commercialisation activity from State-funded research.
Background IP	Any Intellectual Property, including in any Material, (regardless of the form or medium in which they are disclosed or stored) (i) licensed or owned by any party to a research contract prior to the beginning of any research Programme; or (ii) generated or licensed independently of the research Programme by that party; and which is brought into or used as part of the research Programme and excluding (for the avoidance of doubt) any IP created by any party to a research contract during the performance of the research Programme.
Bilateral Collaborative Research	A research collaboration Project or Programme between one industry party and one RPO party.
Collaborative Research	Work involving research of mutual interest where an industry party works with an RPO.
Collaborative Research: part industry-funded	Collaborative Research in which the Programme is funded partly by the State and partly (in cash and/or in kind, including participation in the research itself) by the industry party(s); collaborative research may involve two or more parties.
Collaborative Research: wholly industry-funded	Collaborative Research in which the industry party meets the full economic cost of carrying out the Programme.
Commercialisation	The use of IP to create, conduct or develop a commercial activity. This may involve exclusive or non-exclusive licensing or assignment of the IP, may lead to new company formation or the introduction of new or improved products or services. In the higher education sector, commercialisation is a part of the “third mission” within the institutions’ functions of teaching, research and contribution to industry.
Confidential Disclosure Agreement (CDA)	A contract governing the disclosure of confidential information from one party to another – the disclosure may be mutual (i.e. both/all parties disclosing confidential information), or just disclosure by one party to the other. Also known as a non-disclosure agreement or NDA.
Enterprise	A commercial or not-for-profit legal entity, including but not limited to a start-up, spin-out from an RPO, a small or medium enterprise, a large national corporation and a multi-national corporation headquartered inside or outside Ireland.
Field	Field of use/area of application.
Foreground IP	IP which comes into existence in the course of performance of the research Programme.
Heads Of Agreement	A non-binding contract in which the parties to a contract dealing with a Programme set out the principal terms and conditions that relate to IP created in the course of the Project or Programme, prior to drafting the formal binding agreement relating to the Programme. Also called Term Sheet.
Industry	A collective term for commercial or “for profit” enterprises.
Industry Advisory Board (IAB)	The advisory group to KTI with representatives drawn from SME and MNC companies, entrepreneurs and investor communities across a range of sectors.
Industry party	A commercial or “for profit” enterprise engaging with an RPO in a Programme.
Intellectual Property, IP or IPR	Patents, trade marks, service marks, registered designs, drawings, utility models, design rights, business ideas, concepts, inventions, discoveries, breeders’ rights, copyright (including the copyright in software in any code), database rights, know-how, trade secrets and other confidential information, technology, business or trade names, goodwill and all other rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not, and including all applications and the right to apply for any of the foregoing rights.
Knowledge Transfer Ireland (KTI)	The central office responsible for the knowledge transfer (KT)/technology transfer (TT) system in Ireland. In the previous iteration of the national IP Protocol it was known as the Central Technology Transfer Office (CTTO).
KT Stakeholder Forum	The group that brings together accountable leads for KT from the main research and innovation agencies and HEI and TTO association representatives.
Non-Disclosure Agreement (NDA)	A contract governing the disclosure of confidential information from one party to another – the disclosure may be mutual (i.e. both/all parties disclosing confidential information), or just disclosure by one party to the other. Also known as a CDA.
Principal Investigator (PI)	The lead Researcher on a Programme. Carries a particular responsibility for compliance with the RPO’s IP management system throughout the Programme.

Project or Programme	A set of agreed research activities.
Publication	The publication of research results or of any part of IP resultant from any research Programme, in any public format or fora, including (without limitation) journals, conference proceedings, conference abstracts, conference presentations, Ph.D./M.Sc./B.Sc. thesis, website.
Research Performing Organisation or RPO	Any organisation that performs research funded at least in part by the State; the term includes universities, institutes of technology, Teagasc, NIBRT, clinical research facilities or translational medicine facilities based at hospitals and other publicly-funded research institutions.
Researcher	A Researcher named in a Programme Plan/Programme and such other employees (part time or full time), Post Doctoral fellows, visiting scholars, Ph.D. and other students, visiting Researchers, as well as consultants, hospital consultants, subcontractors, and any other individuals engaged or involved in the Programme at any time, for or on behalf of the RPO (whether or not engaged by contract). Researchers involved in a Programme may also be from the industry party.
State research funding organisations	Organisations which distribute funding provided by the State to RPOs, including but not limited to the Health Research Board (HRB), Higher Education Authority (HEA), Irish Research Council (IRC), Science Foundation Ireland (SFI), Enterprise Ireland (EI), IDA Ireland and other government funding agencies.
Technology Transfer Strengthening Initiative (TTSI)	The Enterprise Ireland programme of funding to support technology transfer and research commercialisation within RPOs, see KTI website <a href="http://www.knowledgetransferireland.com/How-to/Technology-Transfer-Offices">www.knowledgetransferireland.com/How-to/Technology-Transfer-Offices</a> .
Technology Transfer Office or TTO	A team within an RPO which leads work to identify and commercialise IP arising from research by that RPO and is empowered, within limits of authority set by the RPO and subject to supervision by KTI as to its compliance with the requirements of this document, to select the optimum commercialisation strategy in each case, conduct negotiations with external organisations (including industry parties) and conclude agreements with those organisations. The primary goal of the TTOs is to maximise the economic and societal benefits to Ireland of RPO contributions to industry, in general, and of IP commercialisation.
Term Sheet	A non-binding contract in which the parties set out the principal terms and conditions that relate to Intellectual Property created in the course of the research Project or Programme, prior to drafting the formal binding agreement relating to the research Programme. Also called Heads of Agreement.









