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| **IP Licences/Assignments**  **Due Diligence Checklist** | | | |
| This checklist relates to the essential initial IP Due Diligence which must be carried out in order to ascertain whether the University has the unencumbered right to commercialise the relevant IP – whether by way of spinning out, licence/assignment to an already operating company, or otherwise. | | | |
| Project reference number: | | | |
| **Identifying the IP** | | Confirmatory comment – cross compare and/or link to documentation if appropriate | Actioned (tick box) |
| What is the IP intended to be licensed/assigned by the University? | Type of IP – Patent, Trademark, Knowhow, copyright and Designs.  Any relevant patent application numbers.  Confirmation whether patent application has been filed.  Briefly describe the IP (including any confidential know-how/material).  *If protected by a registered right, please provide details including whether it is still an application or a granted right.*  *If not protected by registration yet but registration is planned, please provide details (including whether before or after licence).* |  |  |
| **Ownership** | |  | |
| Does the University solely own? | Under what project(s) and funding sources did the IP arise?  Did the University solely invent/create and reduce the IP to practice?  If not, what other parties were involved and what was their involvement and relationship to the IP (e.g. collaborator, consultant, service provider).  Was the relationship with the other parties covered by an agreement and what is the basis for the University being the party to commercialise – *e.g. taking assignment from other originator, etc.*  Was any material, human tissue, or data used the was obtained under a material transfer agreement (MTA) or Human Tissue Transfer Agreement or Data Transfer Agreement (DTA)?  Have any confidentiality agreements been signed where information was received or shared that relates to the IP?  Please provide all full names and positions (e.g. employee, PhD student/UG student, visiting academic, etc.) of those University persons who **invented/created** the IP and nationality.  Please provide all names of third parties who **invented/created** the IP (if any) – personal names and company/institution names if possible;  Have assignments to the University already been obtained from all known originators? If students were involved, have they assigned their IP to the University, was this assignment signed at the beginning of the project leading to the IP or at the time of IP being registered? Please provide details. (It is recommended to take assignment once IP has been created and not upfront / at the start of a project, so it can be defined and all considerations reviewed to their full extent)  Were any University students involved in the Project *per se* (i.e. involved in the generation of the IP but not noted above as an originator). If yes, please provide name, whether PhD or UG student and the nature of their contribution;  Were any other University persons involved in the generation of the IP (but not noted above as an originator). If yes, please provide name, title and the nature of their contribution.  Were any companies/other institutions involved in the Project? If yes, has the relevant project agreement (e.g. CA, Studentship, MTA) and any separate funder terms been checked to make sure that the terms do not say any third party has ownership rights? |  |  |
| **Any encumbrances?** | |  | |
| Do any third parties have contractual (commercial and/or research) rights over the IP? | Please confirm that you have checked:  1) the relevant project agreement/funder terms for any automatic licences (R&D and/or Commercial) and for any ‘live’ options and the like, including any funder rights to input/sign off on future commercial agreements.  2) the terms of any MTAs, DTAs and/or confidentiality agreements. Is the University free to commercialise the resulting IP?  3) terms of any consultancy or collaboration agreements  Please confirm whether or not such rights have been granted and, if yes, provide details.  Please confirm whether the IP was introduced to further projects (e.g. as background IP for new collaborations, MTAs and the like).  If yes, have any third parties been granted rights to the IP in the relevant further project agreement(s)/funder terms? If yes, please provide details.  Has the University academic(s) confirmed that they haven’t promised rights in the IP to anyone else? |  |  |
| **Software (if applicable)** | Is third party code incorporated?  Is there code which has been released under licence?  Have any libraries/database been copied or substantial parts thereof?  If yes - Were these accessed with a licence? Please provide details.  Then – are substantial parts of the library/database being copied/(reused) in the AI? |  |  |
| **IP Contribution** | Have the originators and any other contributors to the IP agreed their percentage contribution? |  |  |
| **National Security and Investment Act** | |  | |
| Can the IP be used for carrying out activities in any of the 17 sensitive sectors identified by Government | See below hyperlink to NSIA Regulations –  [The National Security and Investment Act 2021 (Notifiable Acquisition) (Specification of Qualifying Entities) Regulations 2021 (legislation.gov.uk)](https://www.legislation.gov.uk/uksi/2021/1264/contents/made)  Please confirm yes/no. *If yes, then we will need to assess whether it would be appropriate to make a voluntary notification under the Act*. |  |  |
| **Export Control** | |  | |
| Will the University be exporting any goods or technology outside of the UK? | Please refer to the University’s Export Control Policy  And to University’s Export Control Checklist  Please confirm Yes or No. If Yes or if you’ve any queries, please direct them to *[Applicable University contact]* |  |  |
| **Ethical Governance** | |  | |
|  | Contact point within relevant ethics team. i.e. verification of appropriate consents in place. |  |  |