

# IPR : A Practitioner's View

- Lecture Professional Development :  
IPR Seminar

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# Background

Why me?

- Actively involved in applied research
- Director of a Start-up Company
- Academic responsible for IPR when a company was spun off
- Involved in another start-up

# Purpose and Objectives

- Purpose
  - To share my experience in exploiting IP
- Learning Objectives
  - Provide realistic examples from my experience to re-enforce Adrian's material
  - To give you insights into the meaning of IPR and its exploitation

# What is IPR

- Definition
  - See Adrian's definition
  - IP resides in people's heads
  - Only concerned with what is written down
- Some definitions
  - Background
  - Foreground
  - Joint Ownership
  - Consortium IP

# Exercises

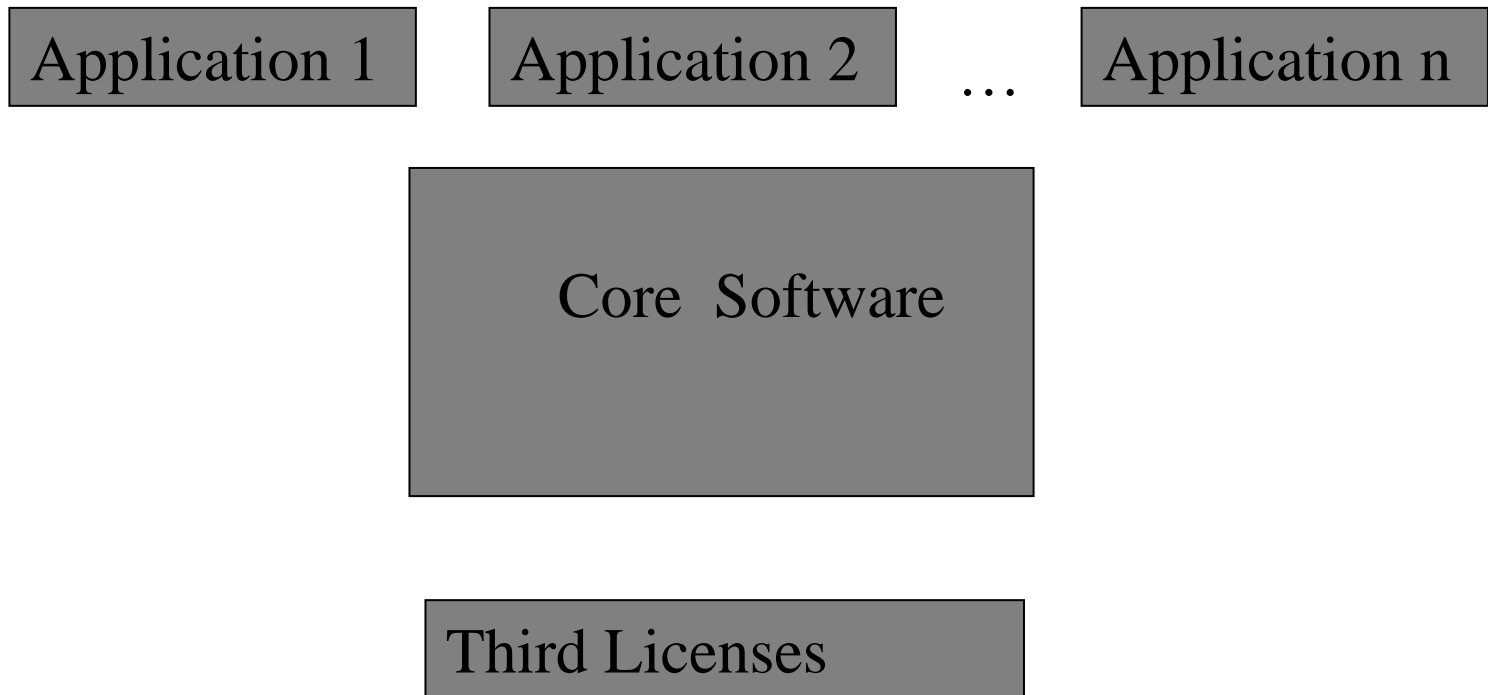
- Take assignment 2 of the Computational Modelling Module
  - Assignment 2
    - What do you own?
  - Assignment 1
    - What does the group own?
    - What does Jason own?
    - What do you own?
    - How do you sort this?

# Software IP

- Suppose I spend a further two years developing the simulation software at my expense
  - Does the University have any rights?
- Software is hard because by its nature it is evolutionary
- Attractive (at least was!) to venture capitalists. Why?

# Software IP

- General vs Specific



# Scenario

- Soft-tool Ltd.
  - University start-up set up to exploit the Soft-tool software package
  - Tool has arisen from over ten years research
  - In 1998 a consortium was formed, funded by the Government and two companies, to undertake research and build prototypes
  - Two academic partners – Leeds University and another University – undertook the work
  - Since then the tool has been developed solely at Leeds University

# IP Structure

Example data and scenarios

Set of Modules  
Written at Leeds

Set of Modules  
Written at  
University A

Third Party Licenses

All parties have agreed that the only shared IP is know-how.  
The data is being used under licence from a 3<sup>rd</sup> Party.

# Exercises on Ownership

- Read the IP Clause in Handout 1
  - Who has the title to the IP?
  - What does “Non-exclusive royalty-free licence” mean to use the foreground IP?
  - What effect does adding “non-transferable” have?
  - What other IP may be needed

# Exercise on Exploitation

Read the Exploitation clause

- What rights do the academics have to further their academic research?
- What might limit this ability?
- What are the restrictions on an academic partner on exploiting their IP?
- What rights do the other partners have?
- What do you see are the major problems in sorting out an exploitation agreement?
- How might these be overcome?

# IP is fun!!!

- Messages
  - Keep your IP as “clean as possible”
  - Avoid joint ownership of IP
  - Always agree a consortium agreement before you **start** any project involving other parties
  - Find out what you have signed with the University!