IP REVENUE AND EQUITY SHARING ANd EXPENSES RECOVERY GUIDANCE (‘THE CHANNEL TABLE’) Effective 1/8/21

|  |  |  |  |
| --- | --- | --- | --- |
| **Channel** | **University’S SHARE FOR ITS IP (inClUSIVE OF INFRASTRUCTURE CONTRIBUTION)[[1]](#footnote-1)** | **Nature of Activity** | **University Investment and/or expenses[[2]](#footnote-2)** |
| **Innovation Factory (IF) protects and commercialises** | FOR EVERY CHANNEL A FIXED Base ReTURN OF:  60% OF ANY ROYALTIES AND/OR RELATED/SIMILAR PAYMENTS.  OR  35% Of SPINOUT EQUITY + 15% SHARE OpTION POOL.  OR  15% OF STUDENT START-UP EQUITY + 15% SHARE OPTION POOL. | * A service from Innovation Factory agreed with Creator(s)[[3]](#footnote-3) on a case-by-case basis. | * University receives an additional return for any cash investments[[4]](#footnote-4). * University receives an additional return for any IF extended services (i.e., any beyond the base agreed IF service). * University/IF’s IP costs repayable. All patent costs paid on assignment or from first licence income. |
| **Creator commercialises** | * The independent creator-led commercialisation taking place entirely outside of the University (‘arm’s length’ activity like any other external body). Requires University level approval. No IF service provided. See para 10 of the IP Policy and Appendix B. | * Creators repay all accumulated IP expenses on assignment to them and then are directly responsible for all IP expenses thereafter. * No cash investment offers. |
| **Return for IP in research contracts** | * Royalties received as part of research contract negotiation/clause. | * Payment of relevant University and/or IF’s IP expenses paid by way of prior deduction of any receipts before revenue sharing. |
| **IF decides not to commercialise an IP disclosure or later abandons a project/case** | * Following IF approval, Creators may take personal assignment of the relevant IP and manage the IP on the same basis as if it were a Creator-commercialises channel. See paras 1.6 - 1.8 of Appendix A to the IP Policy. | * Creators repay IP expenses and thereafter are directly responsible for all future IP expenses from the date of assignment to them. |

1. After deduction of third-party claims (incl. royalties and other types of payments and/or shareholdings due to funders/supporters of the relevant IP). [↑](#footnote-ref-1)
2. IP expense recovery basis at IF’s discretion (but all patent costs must be paid on IP assignment to spinouts/start-ups or as a first charge on licence income). [↑](#footnote-ref-2)
3. Written respective sharing agreements (normally relative to inventive contribution) must be provided where >1 Creator, if not an equal share default applies. [↑](#footnote-ref-3)
4. Pathfinder and similar awards not counted and treated as non-recoverable.

   Release Version 2 (1/11/21). [↑](#footnote-ref-4)