

Appendix II: Understanding, decision-making, and protection of IP when working with third parties

This guide is designed to support efficient and effective decision-making, which maximises innovation, artistic output, and collaborative work. This is a starting point and not compulsory, rather its aim is to facilitate easier agreement execution.

The basis of these agreement terms is that, at the least, one party will have the right to use the IP on a non-exclusive basis so as to promote the IP and therefore innovation. The agreements are designed to represent a workable and reasonable compromise for both or all parties.

This guide is based on the principles of The Lambert Toolkit, a set of guidance documents and model agreements for university and business collaboration, published by the national Intellectual Property Office. <https://www.gov.uk/guidance/university-and-business-collaboration-agreements-lambert-toolkit>

What kind of agreement do I need?

Does the School need the IP for unlimited development beyond the specified project?

If yes, use agreement 1.

Does the School need the IP for multiple purposes, including commercial use?

If yes, use agreement 2.

Does the School need the IP for a one-off project for a specific purpose only?

(E.g. a production)

If yes, use agreement 3.

Does the School need the IP for non-commercial purposes (education and research) only?

If yes, use agreement 4

Agreement	Terms	IP ownership
Agreement 1	Collaborator/Provider has very limited engagement to the IP (exclusive purpose, territory, and time limit)	School
Agreement 2	Collaborator/Provider has limited engagement with the IP	School
Agreement 3	School has specific usage of the IP for one project (exclusive purpose, territory, and time limit)	Collaborator/Provider
Agreement 4	School has specific usage for purposes of education and research (including terms of distribution and publication)	Collaborator/Provider

(Details of Agreement clauses to follow)