

Policy

Intellectual property (IP) management

1 Scope

Trust-wide.

This document sets out the general background and direction the Trust will take to ensure that innovation and associated intellectual property (IP) arising in the organisation is managed according to the [Framework and Guidance on the Management of Intellectual Property in the NHS](#) and Section 5 of the *Health and Social Care Act 2001*.

2 Aims

The policy will seek to ensure that the Trust is in a position to identify and exploit any IP that it generates and that all IP is managed efficiently and effectively.

3 Responsibilities

3.1 All employees

All Trust employees are responsible for providing true and accurate information on the innovation being reported.

3.2 R&D manager

Responsible for holding regular meetings with the adviser organisation and review progress made on the development and exploitation of IP innovation reported.

3.3 Cambridge Enterprise and Health Enterprise East

Please refer to [Appendix 1](#).

4 Innovation and intellectual property

The novel or previously undescribed tangible output of any intellectual activity can legitimately be described as innovation. It may for example be:

- a novel treatment
- a new diagnostic

Research and Development (R&D)

Corporate Development

- a device
- a new drug or its new use
- use of data
- software
- training material
- treatment protocol
- a new management system.

There is always IP associated with innovation.

Under the terms of the convention establishing the World Intellectual Property Organisation (WIPO), Stockholm 1967, IP was defined as:

'the rights relating to:

- literary, artistic and scientific works;
- performances of performing artists, phonographs and broadcasts;
- inventions in all fields of human endeavour;
- scientific discoveries;
- industrial designs;
- trademarks;
- service marks and commercial names and designations;
- and all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.'

IP has an owner, it can be bought, sold or licensed and should be adequately protected. The owner of IP can control and be rewarded for its use. IP generated by all NHS bodies through all their activities is now recognised as an asset of value which should be used in the best interests of the NHS and the country as a whole by those best able to do so.

In this document, innovations which need to be developed commercially are called inventions and the employee responsible for the innovation is called inventor. The owner of the IP may or may not be the inventor.

5 Intellectual property rights

Intellectual property rights define the legally protected rights that enable owners of items of IP to exert monopoly control over the exploitation of these rights, usually with commercial gain in mind. They give the right to stop others exploiting this property, sometimes for a fixed period, sometimes indefinitely. The principal forms of these rights are:

- patents
- copyrights
- design rights
- trademarks
- know-how.

6 Ownership and recognition of intellectual property

From [Framework and Guidance on the Management of Intellectual Property in the NHS](#) (section 3.11):

'In the absence of express contractual provision, ownership of IP is determined by statute. Generally speaking, under statute an employer will be the owner of IP generated by an employee in the course of employment or normal duties unless the employer and employee have agreed otherwise. Such an agreement does not have to be in writing and can have arisen through custom and practice. Any agreed custom and practice should ideally be reflected in writing in the contract of employment. Where there are no contrary agreements then this should be stated expressly in the contract. However, for patentable inventions there are additional conditions which must be met in order for the employer to own the rights to the invention. Not only must the invention be made in the course of normal duties, or in the course of duties falling outside the normal duties but specifically assigned to the employee, but it must also have been reasonably expected that an invention may result from such duties. In addition, when looking at patentable inventions, the employer not the employee will be the owner where the invention is made by the employee in the course of duties which, because of their nature and particular responsibilities, imposed on the employee a special obligation to further the interests of the employer NHS body.'

In addition to employees whose payroll costs are met entirely by the NHS, there are many who hold joint appointments where part of their payroll costs are partially or totally funded by another party (eg a university, a medical charity, a commercial sponsor). Sometimes a Trust uses its own funds to support an employee in a university (eg through distinction awards) with the employee holding a university contract. Normally the employer holding the employment contract would own the IP with a commitment to share the benefit (eg royalties) with the other party.

Factors, which affect rights of the parties and sharing of benefits, include consideration of the source of funding for the post and the resources used to support the post including the use of NHS patients. For such employees holding a NHS contract, the model employment conditions for dealing with IP owned by the NHS would be appropriate if agreed with the other party. It is appropriate that revenue sharing and income streams in relation to work resulting from joint appointees be agreed by the joint employers. Factors to be taken into consideration in agreeing these include:

- proportion of funding and other resources from each party, including access to NHS facilities and equipment and involvement of patients
- IP management resources provided by each party
- ownership of background IP.

These considerations mean that although ownership of IP may reside with one party (University or Trust) the revenue derived from commercialising the IP may be split between the Trust, University and other funders depending on the exact circumstances.

7 Intellectual property management

7.1 Background

The [Framework and Guidance on the Management of Intellectual Property in the NHS](#) came into effect from 9 September 2002, when Section 5 of the *Health and Social Care Act 2001* came into force.

The aim of the guidance is to establish within NHS Trusts, Primary Care Trusts and Independent Providers of NHS Services a structure for managing innovation to benefit NHS patients and employees. This forms part of the NHS Plan which commits the NHS to ensuring that new technologies are identified and developed in the interests of NHS patients and society; leading to new products, improved interventions and services.

The guidance recognises that most innovations are best implemented by making them freely available, but some may only be realised through commercial development and for these, professional management of IP is crucial. Section 5 of the Act also allows the Secretary of State and NHS Trusts to form or invest in companies in order to facilitate income generation.

7.2 Adviser organisations

The [Framework and Guidance on the Management of Intellectual Property in the NHS](#) advises NHS bodies to contract with an organisation to provide high quality advice on its behalf and to act as adviser. The adviser organisations for the Trust are:

- Cambridge Enterprise (CE) and
- Health Enterprise East (HEE).

7.2.1 Cambridge Enterprise (CE)

CE provides a service for all University of Cambridge staff working on the Cambridge Biomedical Campus (a list of all University departments covered by the service is available in [Appendix 2](#)).

Cambridge Enterprise is a wholly owned subsidiary of University of Cambridge responsible for commercialisation of intellectual property on behalf of the University.

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Cambridge Enterprise shall be lead project manager for any intellectual property, which has been created by University employees, whether or not Trust employees were also involved in their creation.

In order to facilitate the work of the adviser organisation, the Trust has an identified lead person (R&D manager) to act as a bridge between employees and the adviser organisation.

7.2.2 Health Enterprise East (HEE)

HEE is the NHS innovation hub for the East of England (Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Norfolk and Suffolk). It is funded by:

- the Department for Innovation, Universities & Skills
- Public Sector Research Exploitation Challenge Fund (PSRE)
- the Department of Health
- the East of England Development Agency (EEDA).

HEE is a non-profit-making organisation set up to manage and exploit intellectual property generated by NHS staff for the benefit of patients and the wider health care community.

HEE shall be lead project manager for any intellectual property the creation of which did not involve a University employee.

7.2.3 Responsibilities of the adviser organisations

CE and HEE will assess all innovations generated by staff (NHS or University) on the Cambridge Biomedical Campus and will provide support in:

1. identifying IP of potential value, through audit and other means
2. assessing potential value of IP
3. determining ownership of IP
4. determining whether identified IP should be protected
5. determining what type of protection is sought, if any
6. arranging such protection
7. determining the best route to market for any technology
8. negotiating and concluding suitable agreements for commercialisation of technology
9. using reasonable endeavours to successfully exploit technology via formation of a new company, licensing or other agreements.

7.2.4 Commercial exploitation of intellectual property

Identified IP, however it arises, would be evaluated by the adviser organisation to determine whether exploitation, commercial or otherwise, is appropriate.

If the IP has commercial potential, part of this evaluation is to resolve the question of ownership. In evaluating whether to follow a commercial route, the adviser organisation will carry out a risk appraisal including the costs of exploiting the IP, the expected value to the NHS and the financial return.

When income is generated by commercial exploitation of IP there will be costs incurred by the adviser organisation in obtaining this income. The Trust has a contractual agreement with CE and HEE which defines the proportion of this income which the adviser organisation will receive as its commission and the balance (the residual income) which will be due to the Trust. The Trust would normally meet costs of identification of IP, initial patent protection and training.

Section 5 of the *Health and Social Care Act 2001* authorises Trusts to form or participate in the formation of companies and to invest in companies for income generation purposes. In particular, this enables them to participate fully in companies established to exploit Trust IP, including acquiring shares. In accordance with the regulation for three star Trusts, 'business cases will still be required for such companies, although they will not be subject to approval by the Secretary of State.'

There are two circumstances in which it may be appropriate to establish companies for the exploitation of NHS IP.

1. The first is where the company is intended to grow in value or act as a route to market (commonly called a spin-out company and limited by shares).
2. The second is where the company is not intended to make a profit and uses its available income and property only for its objects (normally a company limited by guarantee).

Cambridge Enterprise will be the Trust adviser for formation of companies set up to commercialise Trust IP.

7.2.5 Revenue sharing

Income from successful commercial exploitation of IP, through sale or licensing of IP, through dividends or sale of shares, will normally be received by the Trust. In achieving this income, the Trust and the adviser organisation may have incurred expenditure for patent or legal work. This expenditure will be recovered as a first charge on the income. The net income, after deduction of these costs, will then be shared between CE or HEE, as appropriate, and the Trust responsible for generating the IP. CE or HEE will receive 20% of the net income.

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As an incentive to employees, the Trust will grant its employees and respective departments an interest in revenues arising from the successful exploitation of specific IP. The standard division of the revenues received by the Trust, after deduction of agreed costs and the share to CE or HEE, shall be:

- one third to the inventor(s)
- one third to his/her department
- one third to the Trust.

However, where third parties have funded work or provided resources, or where there are co-inventors from other institutions, there may be an obligation for the Trust to also share any revenue with those parties. In particular, the standard division of revenues received by the Trust, after deduction of agreed costs and the share to CE or HEE, from successful commercial exploitation of IP resulting from an invention coming from research or other work funded by Addenbrooke's charities shall be:

- one third to the inventor(s)
- one third to his/her department
- one third to the charity.

These terms may be subject to review where there is significant deviation from normal practices. Revenues allocated to the Trust are to cover the cost of legal fees in relation to Addenbrooke's IP development and for exploitation of new inventions. Where the exploitation of IP results in the formation of a company, the equity division will be decided on a case by case basis. Any revenue in this context will be distributed after the Trust has recovered all direct costs and/or support for patent and legal services to protect IP and negotiate commercial contracts.

In the event that the Trust and its employees cannot agree on issues of IP management (ie revenue share, ownership of intellectual property etc), a panel of experts will be set up to provide independent judgment.

8 Operational procedures

Two levels of advice and support are available to employees:

1. The R&D manager (see [contacts](#) section below) will provide a first level of advice and information on IP policy and procedure and will facilitate access to Cambridge Enterprise and Health Enterprise East.
2. CE and HEE will assess all innovations generated by staff (NHS or University) on the Cambridge Biomedical Campus and will provide support as identified in [responsibilities of the adviser organisations](#) above.

Research and Development (R&D)

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8.1 Communicating ideas

8.1.1 University staff

The first step for University staff with an idea that may have commercial potential is to fill in an invention disclosure form ([Appendix 3](#)). This form is the same for all inventions, regardless of their origin or funding. CE is also happy to give advice on matters relating to IP and how research can be applied to the commercial sector. The form provides a straightforward way of supplying the information needed by CE to start assessing the patentability and commercial opportunity of an invention.

Signed forms have to be returned by **post** (only) to the address in the [contacts](#) section below.

CE will acknowledge receipt of the form within one working day, and a technology transfer professional will be allocated to the case in less than a week.

CE is also available for a confidential discussion of the commercial potential of an idea or invention.

Note: Non-confidential disclosure of inventions to other people or organisations can damage or destroy the possibility of obtaining patent rights. CE can advise on this. For this reason, CE recommends that the invention disclosure form is **not** transmitted by email.

8.1.2 Trust staff

The first step for Trust staff with an idea that may have commercial potential, and be of benefit to patients and the wider health care community is to complete the HEE innovation disclosure form ([Appendix 4](#)). Forms can be returned to Health Enterprise East using the postal or email addresses in the [contacts](#) section below.

Following receipt of the form, the case will be allocated to a project manager within one week. An alternative form for service delivery innovations can be obtained by contacting HEE.

HEE is also happy to assist Trust staff with enquires relating to intellectual property and the commercialisation of ideas.

9 Contacts

9.1 R&D manager

Addenbrooke's Hospital
Box 277
Hills Road
Cambridge
CB2 0QQ

Telephone: +44 (0)1223 217418
Fax: +44 (0)1223 348494
Email: stephen.kelleher@addenbrookes.nhs.uk

9.2 Cambridge Enterprise

10 Trumpington Street
Cambridge
CB2 1QA

Telephone: +44 (0)1223 760339
Fax: +44 (0)1223 764888
Email: enquiries@enterprise.cam.ac.uk

9.3 Health Enterprise East

Papworth Hospital
Papworth Everard
Cambridge CB23 3RE

Telephone: +44 (0)1480 364925
Fax: +44 (0)1480 364681
Email: hee@papworth.nhs.uk
Web: www.hee.org.uk

10 References

Department of Health. [Framework and Guidance on the Management of Intellectual Property in the NHS](#).

Department of Health. *Health and Social Care Act 2001*

Department of Health. An introductory handbook for R&D managers and advisers: *The management of intellectual property and related matters*. London. 1998

Department of Health. *Handling inventions and other intellectual property*. London. 1998

Research and Development (R&D)

Corporate Development

11 Monitoring the effectiveness of the policy

This policy does not require monitoring as such. The policy will be reviewed after two years to ensure that it is up to date and relevant, or earlier if new processes are introduced for intellectual property.

Equality and diversity statement

This document complies with the Cambridge University Hospitals NHS Foundation Trust service equality and diversity statement.

Contracts / agreements will comply with the Human Rights / Equality Legislation Acts.

Disclaimer

It is **your** responsibility to check against the electronic library that this printed out copy is the most recent issue of this document.

Document management

Document ratification and history	
Approved by:	Research Governance Committee
Date approved:	19 September 2008
Date placed on electronic library:	October 2008
Submitted for ratification by:	Clinical and Corporate Governance Committee
Date:	November 2008
Review date:	September 2010 (or earlier in the light of new evidence)
Obsolete date:	December 2010
Supersedes which document?	Version 1, March 2006
Authors:	Claudia Rizzini
Owning department:	Research and Development Department
File name:	Intellectual property management_September 2008.doc
Version number:	2
Reference number:	178 / 450

Research and Development (R&D)

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Appendix 1: Memorandum of Understanding between the Trust, Cambridge Enterprise Limited and Health Enterprise East Limited

This Agreement is made on ... 2007 between:

PARTIES

- (1) Cambridge Enterprise Limited (Company Number 01069886) of The Old Schools, Trinity Lane, Cambridge CB2 1TN ("CE") and
- (2) Health Enterprise East Limited ("HEE") whose registered address is 112 Hills Road, Cambridge, CB2 1PH.
- (3) Cambridge University Hospitals NHS Foundation Trust ("the Trust") of Hills Road, Cambridge CB2 0QQ

BACKGROUND

- A. CE is the wholly owned company of the Master, Chancellor and Scholars of the University of Cambridge ("the University"), responsible for commercialisation of intellectual property on behalf of the University. CE's office at Addenbrooke's was created by the University and the Trust to further the commercial development of biotechnology arising from the Addenbrooke's campus by a Collaboration Agreement dated 26 July 2002.
- B. HEE is the NHS Innovation Hub for the East of England, providing professional IP management services to the 40 NHS Trusts across the East of England.
- C. Cambridge Enterprise, the Trust and HEE wish to work together to identify, evaluate and progress innovations which can benefit patients, society, the Trust, the University and inventors.
- D. The Collaboration Agreement between the Trust and the University expired on 26 July 2006 and the Parties wish to confirm future arrangements for the commercialisation of innovations arising from work on the Addenbrooke's campus.

It is now hereby agreed as follows:

1. Definitions

"Intellectual Property"	shall mean any invention, improvement, patent, design, process, information, copyright work (including without limitation rights in and to technical processes, systems, methods, software design, algorithms, code, scripts or other computer software), rights in databases, topography right, domain name, trade mark or trade name made by a Trust Employee;
"Lead Project Manager"	shall mean the party responsible for managing the exploitation of a specific piece of Intellectual Property;
"Trust Employee"	shall mean all person employed by the Trust, except those

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	holding an honorary contract from the University;
"University Employee"	shall mean all persons employed by the University or holding an honorary contract from the University, whether or not also employed by the Trust on a honorary contract.

2. Nothing in this Agreement shall affect the ownership of any Intellectual Property created by University or Trust Employees. For the avoidance of doubt, all Intellectual Property made by Trust Employees which is disclosed to CE or HEE shall remain the property of the Trust unless otherwise agreed.
3. Except where agreed otherwise by the Parties Cambridge Enterprise shall be Lead Project Manager for any Intellectual Property which has been created by University Employees, whether or not Trust Employees were also involved in their creation.
4. Except where agreed otherwise by the Parties HEE shall be Lead Project Manager for any Intellectual Property the creation of which did not involve a University Employee.
5. When a Party receives disclosure of the creation of Intellectual Property it shall immediately send a copy of the disclosure to the other Parties stating which Party will be Lead Project Manager (unless agreed otherwise).
6. The Lead Project Manager shall use reasonable endeavours to exploit the disclosed Intellectual Property via formation of a new company, licensing or other agreements. The Lead Project Manager shall have full responsibility for:
 - (a) determining ownership of Intellectual Property;
 - (b) determining whether identified Intellectual Property should be protected;
 - (c) determining what type of protection is sought, if any;
 - (d) arranging such protection;
 - (e) determining the best route to market for any Intellectual Property;
 - (f) negotiating and concluding suitable agreements to promote commercialisation of the Intellectual Property;
 - (g) receiving any revenues and sharing revenues between the Parties as appropriate.
7. CE and HEE shall each make their own arrangements for funding their activities and shall enter into any further arrangements with the Trust as may be needed to commercialise Intellectual Property in accordance with clause 6.
8. CE and HEE may individually advertise their services without restriction across the Addenbrooke's campus but will keep each other and the Trust informed of their marketing activities and will co-brand advertising material where appropriate.
9. The Trust will supply facilities on the Addenbrooke's campus for use by CE and HEE as agreed to help fulfil their obligations under this Agreement in relation to the Trust.
10. The Trust will allow CE and HEE access to employees of the Trust and give such assistance to CE and HEE as may be necessary to carry out the purposes and intent of this Agreement, including without limitation assigning or procuring the assignment of rights to Intellectual Property.

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11. The Parties shall meet quarterly to review their activities on the Addenbrooke's campus, plan future activity and report on progress made commercialising Intellectual Property.
12. Except as expressly authorised by the disclosing Party, each Party undertakes to keep confidential any information, document or other material disclosed to them as confidential or the disclosure of which may be prejudicial to any of the Parties. The recipient Party shall incur no obligation under this clause with respect to information which:
 - (a) is known to the recipient before the date of this agreement, and the recipient was not then already subject to an obligation of confidentiality to the disclosing Party;
 - (b) is or becomes publicly known without the fault of the recipient;
 - (c) is obtained by the recipient from a third party in circumstances where the recipient has no reason to believe that there has been a breach of an obligation of confidentiality owed to the discloser;
 - (d) is independently developed by the recipient;
 - (e) is approved for release in writing by an authorised representative of the discloser; or
 - (f) the recipient is specifically required to disclose pursuant to any statute or an order of any Court of competent jurisdiction.
13. This Agreement will terminate on ninety (90) days' written notice by any Party to the other Parties. Upon termination each Party shall
 - (a) honour any outstanding obligations provided for by this Agreement, including without limitation as Lead Project Manager, in relation to commercialisation of Intellectual Property disclosed prior to the date of termination; and
 - (b) return to (or destroy as required by) the disclosing Party information which is subject to clause 12.The termination of this Agreement shall not affect any rights or obligations of any Party which have arisen or accrued up to and including the date of termination. Clauses 2, 12, 13 and 14 shall survive termination of this Agreement.
14. Nothing in this Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between the Parties and neither Party has the authority to act for or bind the other Party in any way. No term of this Agreement shall be enforceable under Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement, but this shall not affect any right or remedy of any third party which exists or is available other than under that Act.

**For and on behalf of
Cambridge Enterprise Limited**

Signed _____
Name _____
Position _____
Date _____

**For and on behalf of
Cambridge University Hospitals
NHS Foundation Trust**

Signed _____
Name _____
Position _____
Date _____

**For and on behalf of
Health Enterprise East Limited**

Signed _____
Name _____
Position _____
Date _____

Appendix 2: List of all University departments / formal institutes covered by Cambridge Enterprise

- Central Biomedical Services
- Clinical and Biomedical Computing Unit
- Clinical School Workshops
- Department of Clinical Biochemistry
- Department of Haematology
- Department of Medical Genetics
- Department of Medicine, including Divisions of:
 - anaesthesia
 - bone research
 - cardiovascular medicine
 - clinical pharmacology
 - diabetes and endocrinology
 - hepatology and gastroenterology
 - infectious diseases
 - metabolic medicine
 - molecular parasitology
 - renal medicine
 - respiratory medicine
 - rheumatology
 - Wellcome Immunology
- Department of Clinical Neurosciences comprising:
 - neurosurgery
 - brain repair
 - Wolfson Brain Imaging Centre
 - neurology
- Department of Obstetrics and Gynaecology
- Department of Oncology
- Department of Paediatrics
- Department of Psychiatry Department of Public Health and Primary Care within the Institute of Public Health (a partnership of MRC.NHS, and school) including:
 - Applied Medical Statistics
 - Clinical Gerontology
 - Communicable Disease Surveillance
 - General Practice and Primary Care Research Unit
- Department of Radiology
- Department of Surgery, including Orthopaedic Research Unit
- Herchel Smith Laboratory for Medicinal Chemistry
- University Medical Library
- Medical Photography and Illustration Service
- Cambridge Institute for Medical Research (CIMR)
- Department of Pathology - Divisions of :
 - molecular histopathology
 - virology

Appendix 3

Addenbrooke's Hospital 
Cambridge University Hospitals NHS Foundation Trust

Cambridge
Enterprise



UNIVERSITY OF
CAMBRIDGE

Case No.: (for CE use)

Invention disclosure

Please read the notes, answer the questions, sign and send to:

Cambridge Enterprise, 10 Trumpington Street, Cambridge, CB2 1QA

Email: enquiries@enterprise.cam.ac.uk

1. INVENTORS

Notes:

Please list all inventors. A co-inventor is an individual without whose intellectual and creative input the invention could not have been made in its present form. They must have conceived or contributed an essential element of the invention either independently or jointly with others, during the evolution of the invention or its reduction to practice. The co-authors of publications are not necessarily inventors.

a. Please list all inventors

Inventor(s)	Position	Department	Phone	Email

b. Please nominate one of the inventors as the principal contact:

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2. INVENTION													
<p>Notes:</p> <p>a. A brief, descriptive title to aid in identifying the invention; say, six words maximum, please!</p> <p>b. In describing the invention, please explain:</p> <ul style="list-style-type: none"> - The problem it solves - How it works and the commercial applications - Advantages and improvements over existing methods, devices or materials <p>c. The date is when the inventor(s) devised the essential concepts of the invention – but without necessarily having proved that it would work or having built a prototype.</p> <p>d. In most countries a patent application must be filed before either oral or printed publication is made available to the public. Publication means the first time any person, without restriction of confidentiality, would have been able legally to gain access to your description. Oral disclosure" means at a lecture, seminar, conference presentation, any talk to an external research group, or in general conversation with people outside the University of Cambridge – except where these activities were covered by a documented obligation of confidentiality.</p>													
a.	Title:												
b.	Please attach a brief description of the invention. What is the current developmental state of the invention? Idea <input type="checkbox"/> Proven concept <input type="checkbox"/> Working prototype <input type="checkbox"/>												
c.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">What date did you make the invention:</td> <td>How is this documented?</td> </tr> </table>	What date did you make the invention:	How is this documented?										
What date did you make the invention:	How is this documented?												
d.	Disclosures [<i>Tick as appropriate & provide dates, details & copy of the disclosure</i>]												
	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">i. Are any public disclosures planned? If so, in what form, when and where?</td> <td></td> </tr> <tr> <td>ii. Have any details of any of the work been disclosed publicly?</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">In a journal (online or in print)</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">To a conference or seminar, as an abstract, poster, etc.</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">In any other publicly disclosed communication, including conversation</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">In a PhD, MSc thesis or project write up</td> <td></td> </tr> </table>	i. Are any public disclosures planned? If so, in what form, when and where?		ii. Have any details of any of the work been disclosed publicly?		In a journal (online or in print)		To a conference or seminar, as an abstract, poster, etc.		In any other publicly disclosed communication, including conversation		In a PhD, MSc thesis or project write up	
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To a conference or seminar, as an abstract, poster, etc.													
In any other publicly disclosed communication, including conversation													
In a PhD, MSc thesis or project write up													

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3. PRIOR ART SEARCH AND MARKETING

Notes:

- a. Please list research publications similar to your work. If you have done a patent search (e.g. using www.espacenet.com) please list the key words you have used and the patents found.
- b. Please list companies you have contacted, those you think would be active in the area, or who want to develop a new product line. If possible please give contact information (we'll consult you before we get in touch with them).
- a. If you've done a search to find out about 'prior art' and competing technologies, please list key words and attach your findings.
- b. Please list companies you think would be interested in commercialising the invention, and why.

4. SPONSORSHIP OF THE RESEARCH

Notes:

- a. Give the applicable contract or grant (RG) number(s), project title(s) and the principal investigator on the project(s) in the table below if the invention was made in connection with research funding. We need to ensure that we fulfil our obligations under research grants and contracts.
- b. As a general guide, the use of facilities such as an office, desktop computer and library facilities would not usually be construed as "significant use", but the use of laboratories, workshops and other significant facilities probably would be.

- a. Was the invention developed using any research grants/contract funds? YES NO

Contract/RG no	Sponsor(s)	Project title	Principal investigator	Date grant started

- b. If no contract or grant, was there significant use of University funds or facilities, as defined in the notes above?

YES NO

- c. Is the invention subject to any other agreements (e.g. material transfer agreement, consultancy), if yes provide details.

YES NO

5. CONTACT

If you have discussed the project with Cambridge Enterprise, please give the contact:

Research and Development (R&D)

Corporate Development

6. SIGNATURES (If more than four inventors, please complete signature boxes only on a separate form and append)
--

I declare that the information provided in this Invention Disclosure is correct and complete to the best of my knowledge.	
--	--

Print name: _____ Date: _____ Inventor's signature: _____ Home address: _____ Nationality (needed for patent filing): _____	Print name: _____ Date: _____ Inventor's signature: _____ Home address: _____ Nationality (needed for patent filing): _____
Print name: _____ Date: _____ Inventor's signature: _____ Home address: _____ Nationality (needed for patent filing): _____	Print name: _____ Date: _____ Inventor's signature: _____ Home address: _____ Nationality (needed for patent filing): _____

Thank you for completing this form.

**Please send (rather than email because it may not be secure) the form and accompanying papers to
Cambridge Enterprise, 10 Trumpington Street, Cambridge, CB2 1QA**

Appendix 4

OFFICE USE:	
Title:	
Manager:	
Disclosure Date:	
Project Type:	
Project Number:	



NHS Innovations East

Medical Technology Innovation Disclosure Form

All Bright Ideas disclosed to us will be considered for further development and support. Please complete all sections of the form, return it by email, along with any accompanying material, to Steve Lott at: hee@papworth.nhs.uk or by post to Health Enterprise East Ltd, CTBI, Papworth Hospital, Papworth Everard, Cambridge, CB23 3RE. Tel: +44 (0) 1480 364925.

We will treat the information you disclose to us as confidential and only use it for the purpose of evaluating your idea. It's very important to seek advice from us before disclosing your ideas to others as it may prevent you from being able to apply for patent protection for your idea.

This form can be downloaded from <http://www.hee.org.uk>. Electronic completion is preferred.

Contact Details		
Project Leader:		
Trust:		
Department:		
Position:		
Contact details:	Tel:	Email:
Other Contributors (if any):		
Trust IP Lead (if known):		

Innovation Details	
1. Title (brief)	
2. Please give a description of the Innovation (including supporting information or graphics on a separate A4 piece of paper if necessary)	

Research and Development (R&D)

Corporate Development

3. What prompted you to develop this Innovation (what problem does it solve)?	
4. What features of your innovation are believed to be new?	
5. What impact is this Innovation likely to have on health care delivery? For example, how many patients might benefit?	
6. What further development is required to take the idea forward?	
7. Can you identify when the innovation was conceived?	
8. What is the status of your Innovation e.g. concept, working prototype, or in use?	

Applications & Uses

9. What are the commercial applications of your innovation (if applicable)?	
10. Can you identify any similar products and their manufacturers / suppliers if known? What are the benefits of your innovation over these?	
11. What are likely to be the main market(s) for your innovation? If NHS only, who are the most likely users e.g. surgeons, physiotherapists etc.	
12. Please list companies you think would be interested in the invention including any you have already had some contact with.	

Research and Development (R&D)

Corporate Development

Disclosures	
13. Have any details of any of the work been publicly disclosed (see above)? If yes, when and where?	
14. Please give details of any planned publications.	

Funding/Sponsorship	
15. Was the innovation developed using any research grants or other external financial support? If so please give details.	
16. Was the innovation developed in collaboration with other non-NHS Institutions? If so, who.	
17. Have you signed any other contract that would give a third party any rights in the innovation (e.g. research collaborations, consultancy contracts etc)? If yes, please provide details.	

Are you interested in working with Industry?	
NHS Innovations East regularly receives requests from medical technology companies for help with assessing new medical devices. If you would like to be contacted about potential new industry collaborations please let us know about your clinical interests and we will add your contact details to our clinical specialities database.	
Clinical Interests:	