

PSC Support Revenue and Equity Sharing Policy and PSC Support IP Policy



Contents

PSC Support Revenue and Equity Sharing Policy	2
Definitions	2
Revenue and Equity Sharing Provisions	2
PSC Support IP Policy for Award Recipients (“ IP Policy ”)	3
1. Background	3
2. Key Priorities	3
3. Intellectual Property	3
4. Relations with Industry	4
5. Relations with other Partners	4
6. Risk Management	4
7. Publicity, Branding and Reputation	5

PSC Support Revenue and Equity Sharing Policy

This policy is based on guidance from the Association of Medical Research Charities (the “**AMRC**”) 2018 ([Guidance on IP Terms and Conditions](#)) of which PSC Support is a member.

During 2016-17, AMRC convened a group of intellectual property experts from charities to review the AMRC IP guidelines, and compare them to standard practice. The 2018 guidance was revised to take into account changes in best practice around revenue sharing models. Specifically, the guidance:

- Makes clear that technology transfer fees should not be allowable, although universities should be able to request a 5%-10% translation fee as well as all direct costs related to IP protection.
- Recommends that once direct costs and any translation fee have been accounted for, the remaining net income should then be distributed evenly between the institution and the funder on a 50:50 basis.

Definitions

Arising Intellectual Property means the definition contained in the Agreement.

Direct Costs means all external expenses incurred and paid by the Recipient in connection with the filing, prosecution and maintenance of the Arising Intellectual Property including, but not limited to, official filing fees, agent costs, and reasonable legal, litigation and other advisory and consultancy fees. Direct Costs shall not include the Recipient’s internal costs relating to these activities, regardless of the legal constitution of the Recipient’s Technology Transfer Office (“**TTO**”). Neither the Recipient nor the TTO may make deductions for salaries or taxes in respect of the Recipient and TTO nor for any amounts payable to the creators, inventors or generators of the Arising Intellectual Property.

TTO Translation Fee means the translation fee that a Recipient is entitled to request from PSC Support. TTO Translation Fee costs are set at 5-10% after deducting Direct Costs, in accordance with the table below. Where a percentage fee higher than 10% is sought by the Recipient, the onus will be on the Recipient to demonstrate why a higher fee is warranted (e.g. because relevant service costs have been absorbed by the TTO other than those already deducted as Direct Costs).

Recipient means the definition contained in the Agreement.

Revenue and Equity Sharing Provisions

The parties agree that PSC Support and the Recipient shall share all net revenue received from the exploitation of the Arising Intellectual Property, 50:50 i.e. fifty percent (50%) to the Recipient and fifty percent (50%) to PSC Support, as follows:

Cumulative net revenue	TTO Translation Fee	Sharing ratio
£0-£99,999	10%	50% PSC Support 50% Recipient
£100,000+	5%	50% PSC Support 50% Recipient

PSC Support IP Policy for Award Recipients (“IP Policy”)

The Recipient must ensure that the Awardholder(s) and Research Personnel are made aware of and comply with this IP Policy, which must be read in conjunction with the Agreement.

1. Background

- 1.1. This IP Policy sets out the principles that PSC Support will be guided by when considering questions that arise in relation to intellectual property, the Award and the Research. It also sets out the procedure for applying for further support or funding to develop or commercialise the Results. It should be read in conjunction with:
 - 1.1.1. the Agreement, in particular clause **Error! Reference source not found.**; and
 - 1.1.2. PSC Support’s research strategy (available [here](#)).
- 1.2. Unless otherwise indicated, definitions in this IP Policy refer to the definitions in the Agreement.
- 1.3. PSC Support may choose not to follow the terms of this IP Policy in certain circumstances, to be determined at its sole discretion.
- 1.4. PSC Support may also choose to refer questions relating to the terms of this IP Policy for consideration by external experts, at its own cost.

2. Key Priorities

- 2.1. PSC Support funds and promotes research into (i) finding the causes of, and effective therapies for, Primary Sclerosing Cholangitis (“PSC”) and associated conditions and (ii) improving the lives of people affected by PSC.
- 2.2. PSC Support encourages the early identification and protection of Intellectual Property Rights arising from research funded by PSC Support. These rights are of fundamental importance to PSC Support in pursuing PSC Support’s strategic aims by:
 - 2.2.1. providing protection for the results of research which in turn allows for the wider dissemination of the results and the development of discoveries, with the primary aim of benefitting people affected by PSC; and
 - 2.2.2. allowing PSC Support to share in the commercial opportunities that may arise from the results of the research and so making more funds available to PSC Support to further develop its research programme, to the ultimate benefit of people affected by PSC.

3. Intellectual Property

- 3.1. PSC Support recognises that, as a charity with a focus on research, it is not best placed to arrange for, or to oversee, the commercialisation of the Results. Therefore, PSC Support acknowledges that it will normally be appropriate for Arising Intellectual Property to be owned by the Recipient that receives PSC Support’s funding.
- 3.2. In order to further PSC Support’s aims it is expected that the Recipient will take steps in line with the terms and objectives of this IP Policy and the Agreement to further develop or to disseminate the Results.

- 3.3. PSC Support acknowledges and accepts that the development or dissemination of the Results may include commercialising the Results or making the Results, other data or materials available for use by other researchers, institutions or commercial entities whether by way of commercial licence, research collaboration, material transfer agreement or otherwise.

4. Relations with Industry

- 4.1. PSC Support realises the benefit of, and therefore has no objection to, an Awardholder who is receiving support or funding from PSC Support performing personal consultancy work for commercial enterprises provided that such work does not:
 - 4.1.1. breach any confidentiality provisions;
 - 4.1.2. interfere with the Awardholder's responsibilities to PSC Support;
 - 4.1.3. exploit Results and Arising Intellectual Property that have been created or obtained with the support of PSC Support; or
 - 4.1.4. give the commercial enterprise any direct or indirect access to, or rights over, any Results and Arising Intellectual Property that have been created or obtained with the support of PSC Support; or
 - 4.1.5. damage or risk damaging the reputation of PSC Support, whether directly, by association or otherwise.

5. Relations with other Partners

- 5.1. PSC Support encourages close relations with an Awardholder and the Recipient and with others such as Research Personnel who are collaborating with PSC Support.
- 5.2. PSC Support is keen to promote a free and frequent flow of information between PSC Support and the recipients of funding.
- 5.3. In any research or other collaboration with the public sector, other charities or academic institutions, PSC Support's priorities will be to ensure that:
 - 5.3.1. the terms of the proposed collaboration do not unduly restrict the future use or dissemination of the research output or any Arising Intellectual Property contributed by PSC Support or by those supported by PSC Support;
 - 5.3.2. neither the collaboration itself nor the proposed parties to the collaboration are likely to damage the reputation of PSC Support, whether directly, by association or otherwise;
 - 5.3.3. the terms of the proposed collaboration provide for a reasonable level of recognition (whether in the context of academic publication, other publicity, financial return or otherwise) for PSC Support's support, subject always to PSC Support's terms and conditions and permission to use its trade marks.

6. Risk Management

- 6.1. PSC Support has limited resources and it is a priority for PSC Support to ensure that its resources are best deployed for the benefit of people affected by PSC. In particular, and in consideration of PSC Support providing funds and support, PSC Support will require the recipient to comply with all of the following:
 - 6.1.1. to perform adequate background investigations to avoid any conflicts of ownership or obligation;

- 6.1.2. to exercise reasonable supervision of the research;
- 6.1.3. to ensure that PSC Support has the benefit of any contractual protection (including limitations of liability, indemnities and insurance protection) that the recipient negotiates or has the benefit of as part of any commercialisation arrangements.

7. Publicity, Branding and Reputation

- 7.1. PSC Support is a charity reliant, as other charities are, on donations. It is of vital importance that PSC Support retains the highest profile possible and that PSC Support's reputation and good name are maintained and not harmed.
- 7.2. The Recipient must ensure that the conduct of the Awardholder is of a standard reasonably to be expected of researchers and that the conduct of the Recipient and the Awardholder is not such that it might or does harm PSC Support's reputation.
- 7.3. The Recipient must acknowledge the support of PSC Support wherever possible e.g. by acknowledging the financial support of PSC Support in purchasing equipment or by acknowledging PSC Support's support in publications or other publicity, subject always to the Agreement including PSC Support's permission to use its trade marks. PSC Support also expects that individual Awardholders who receive support from PSC Support will participate in PSC Support's various initiatives to raise the profile of the Research and Results.