



## The Management of Intellectual Property within Birmingham and Solihull Mental Health NHS Foundation Trust

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<b>NEXT ANTICIPATED REVIEW DATE:</b>	<b>November 2024</b>	
<b>EXECUTIVE DIRECTOR</b>	<b>Dr Hilary Grant, Executive Medical Director</b>	
<b>POLICY LEAD</b>	<b>Head of R&amp;I</b>	
<b>POLICY AUTHOR</b>	<b>As above</b>	
<b>Exec Sign off Signature (electronic)</b>		
<b>Disclosable under Freedom of Information Act 2000</b>	<b>Yes</b>	

### POLICY CONTEXT

Birmingham and Solihull Mental Health NHS Foundation Trust (BSMHFT) employees have the potential to generate significant Intellectual Property (IP) from both within and outside research and innovation activities. In recent years, BSMHFT has continued to develop new services and products and given the potential value of the resulting IP to BSMHFT and the wider NHS it is essential that the Trust update their existing policy to facilitate its protection.

Ensuring that we are acquiring the necessary legal recognition in the form of Intellectual Property Rights (IPR) is an important part of this protection. This includes copyright, trademarks, know-how, designs and patents.

The NHS Executive has adopted a Policy Framework for the management of IP within the NHS (HSC1998/106) which will ensure that IP is owned and exploited in the best interest of the NHS. The NHS Policy Framework and guidelines place a duty on the Trust to audit, protect and exploit its IP.

The aim of this policy is to provide updated guidance to Trust employees regarding any IP that may be developed or generated by (or in connection with) staff carrying out their normal duties.

## **POLICY REQUIREMENT**

All Trust employees are required to report potential IP to the Trust to clarify IP ownership, protection and further development.

The Trust will, in conjunction with IP specialists MidTECH, ensure that IP is owned and exploited in the best interest of the Trust, its employees and its Service Users.

## **CONTENTS**

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<b>1</b>	<b>INTRODUCTION.....</b>	<b>3</b>
	1.1 Rationale (Why) .....	3
	1.2 Scope (Where, When, Who).....	3
	1.3 Principles (Beliefs).....	4
<b>2</b>	<b>POLICY (What).....</b>	<b>4</b>
<b>3</b>	<b>PROCEDURE .....</b>	<b>5</b>
<b>4</b>	<b>RESPONSIBILITIES .....</b>	<b>9</b>
<b>5</b>	<b>DEVELOPMENT AND CONSULTATION PROCESS.....</b>	<b>10</b>
<b>6</b>	<b>REFERENCE DOCUMENTS .....</b>	<b>10</b>
<b>7</b>	<b>BIBLIOGRAPHY.....</b>	<b>10</b>
<b>8</b>	<b>GLOSSARY.....</b>	<b>10</b>
<b>9</b>	<b>AUDIT AND ASSURANCE.....</b>	<b>10</b>
<b>10</b>	<b>APPENDICES.....</b>	<b>11</b>

# 1 INTRODUCTION

## 1.1 Rationale (Why)

BSMHFT is committed to supporting Trust staff in the development of new ideas, products and services. Creativity and innovative ways of working ensure that the Trust can improve the services that we offer to our service users and carers.

BSMHFT employees have the potential to generate significant valuable IP from both within and outside research and innovation activities. In some cases it will be necessary to protect this IP, to ensure that it benefits the health of our patients, the interests of the innovator and the financial position of the Trust. The NHS executive has adopted a Policy Framework for the management of IP within the NHS (HSC1998/106) which will ensure that IP is owned and exploited in the best interests of the NHS. The NHS Policy Framework and guidelines place a duty on the Trust to audit, protect and exploit its IP.

The purpose of this policy is to:

- Raise awareness about IP
- Update previous guidance about the protection and profitable management of IP within BSMHFT.

## 1.2 Scope (Who, Where, When,)

### 1.2.1 Who

This policy applies to the following:

- All staff that are full or part time employees of BSMHFT.
- Staff with Trust contracts of employment whose payroll costs are partially or wholly funded by another party (e.g. academic institutions, medical charity, a government department) unless the contract between the Trust and that party assigns ownership of any IP to that party.
- Trainee professionals hosted by the Trust who generate IP during the course of their training.
- Staff with Trust contracts of employment who are undergoing further education or are involved with joint academic research with another organisation or who have an honorary research appointment at an academic institution.
- Trust staff seconded to another organisation or employees of another organisation hosted by the Trust under contract are subject to the arrangements for the ownership of IP agreed between the Trust and that organisation.
- Staff who generate IP outside normal working hours and/or away from the place of work, where the IP relates to their area of employment within the Trust.

**Any breach of this IP Policy will be taken seriously and may result in disciplinary action.**

### 1.2.2 When

Employees are advised to report IP to the R&I Department to determine ownership and responsibilities at the earliest opportunity. Employees should not unilaterally sell, assign, license, give or otherwise trade the IP since this is likely to compromise its subsequent value.

Any IP with the potential to be exploited must not be disclosed to anyone outside the Trust (including presenting papers or posters at conferences, abstracts, chapters in books and any other verbal or written communication) until IP advice has been sought from the Trust. IP cannot normally be protected once prior informal disclosure has occurred.

### 1.2.3 Where

For any potential IP, employees should inform the Trust R&I Department via the Head of Research and Innovation.

In recognition of the fact that managing innovation requires specialist experience and expertise, BSMHFT access support from MidTECH, the innovations hub for the West Midlands region. MidTECH provides BSMHFT with:

- An IP Expert to assist with the assessment of ideas, their protection and their licensing.
  - IP Management and Exploitation (assessment, protection, development, commercialisation).
- A Network of specialist services to help develop and commercialise innovations.
  - Patent attorneys, solicitors, design development and prototyping
- Assistance with business planning and funding for innovations.
  - IP Advice and Strategy (IP Policy and processes, and collaborations with partners including universities and private companies).
- Assistance with research and innovation funding bids
- IP and commercialisation training

## 1.3 Principles (Beliefs)

The R&I Department believes that BSMHFT employees have the potential to generate significant valuable IP from both within and outside research and innovation activities and that in some cases it will be necessary to protect this IP, to ensure that it benefits the health of our patients, the interests of the innovator and the financial position of the Trust.

## 2 POLICY (What)

**2.1.1.** IP can be defined as the product of intellectual or creative activity in the form of novel ideas, innovation or research and development.

*“the products of creativity or innovation that can be given legal recognition of ownership” (HSC(1998) 106 para 1.1).”*

**2.1.2.** Within BSMHFT, IP is most likely to arise through research and innovation activity within both clinical and non-clinical services. Examples may include, but are not limited to, apps, handbooks, service designs, assessment tools, questionnaires, therapeutic techniques, computer software and training materials.

**2.1.3.** IP can be classed into the following categories (see appendix 1 for further information):

- Patents – How something functions
- Copyright - written works, diagrams, charts and computer source code (copyright protects the expression of the idea as opposed to the idea itself).
- Designs – how something looks, it's aesthetics.

- Trademarks – the brand names and logos.
- Know-how – technical information, expertise and know-how which is valuable and identifiable.

#### **2.1.4. IP has the potential to be exploited through:**

- Licensing - whereby the Trust will provide permission for another party to use the IP to sell on the Trusts behalf.
- Selling - whereby the Trust will sell the IP outright in return for a one-off fee.
- Setting up a franchise - whereby the Trust will give permission for another party to use the IP to set up a similar service.
- Creating a spin out - whereby the Trust will set up a separate company, owned by the Trust in order to commercialise the IP.

### **3 PROCEDURE**

#### **3.1 Ownership of IP**

**3.1.1** Clarity on the ownership of IP helps to further develop and commercialise IP. Ownership of IP, in most cases, will rest with the Trust that employed the person at the time that the IP was originated. This applies to all IP produced by Trust employees in the course of their normal duties.

**3.1.2.** In the case of joint appointments where part of a Trusts employees payroll costs are partially or totally funded by another party (for example, a University, a medical charity or a commercial Sponsor, and including where a Trust employee is seconded to another organisation) then, in accordance with UK law, normally the Trust holding the employment contract will own the IP generated by that employee. This position is, however, subject to agreement to the contrary.

**3.1.3.** Any IP produced by Trust employees outside the scope of their normal duties will belong to the employee. This is in accordance with the Patents Act 1977 and the Copyright, Designs and Patents Act 1988. Please note, while activities outside the normal duties of the employee that generate IP will normally belong to the employee, the Trust will assert and protect its interests in any IP developed using Trust resources or know-how. In addition, merely conducting activities in an employee's own time will not of itself make it the property of the employee if it is still under the remit of their normal duties.

**3.1.4.** The exploitation of IP is often an expensive and time consuming process and requires specific expertise, presenting significant challenges for employees with their own IP (i.e. generated by employees who are the proprietors of their own IP – Original Proprietors). The Trust may, at its discretion, invite employees with their own IP to assign ownership to the Trust, in return for which the Trust will take responsibility for its further development and protection; employees will receive a negotiated share of any benefits from the IP, taking into account the costs already borne by the employee and future costs to the Trust. The way in which these arrangements will operate, including who pays associated assignment costs, will be determined on a case by case basis by the Head of Research and Innovation in conjunction with relevant BSMHFT senior management and MidTECH.

**3.1.5** In certain cases the ownership of IP may be unclear and may be shared between several parties (it should also be noted that IP ownership can also be transferred between parties to expedite its commercialisation). Given the above, employees are advised to report IP to the Research Development and Innovation Lead who will, in conjunction with relevant BSMHFT senior management and MidTECH, determine ownership and interests. If work or research is conducted by an employee in partnership with another organisation then under UK law each organisation will normally own the IP that its own employees generate. As this

position can often result in uncertainty over IP ownership, a formal agreement stating ownership (or sharing) of generated IP is required. The Research Development and Innovation Lead has overall responsibility for developing IP sharing agreements with collaborating institutions, however this will be delegated to MidTECH. Employees are required to liaise with the R&I department and not to enter into any IP sharing agreements without the input of the R&I department.

**3.1.6** If the ownership of IP is disputed, dated written records relating to the IP in question will be assessed to establish the inventor(s) and their proportionate contribution(s). In the event of a dispute the parties concerned may work together to seek to resolve the dispute in a manner acceptable to all parties. To facilitate this, the assistance of the Associate Director of Research and Development will be called upon in order to enter good faith negotiations with a view to settling the dispute.

**3.1.7** Wherever possible, commercially funded research contracts should provide for the Trust to own the resulting IP to enable the Trust to benefit from its exploitation. In pricing commercially funded research contracts, regard must always be given to the value of the resulting IP and the rights in and to such IP which are granted to the sponsor, as well as the value of existing background IP (especially software or patented inventions) which may be used in furtherance of the research project.

## **3.2. IP Management**

**3.2.1** It is the responsibility of the R&I Department to manage and protect IP for and on behalf of the Trust. For information and advice on any matter regarding IP and its protection, staff should contact the R&I Department, who will liaise with MidTECH. The normal contact within the R&I Department is the Head of Research and Innovation.

**3.2.2** Employees must at the earliest opportunity, inform the Trust (via the R&I Department) about identified or potential IP arising from their (or their team's) activities and should not unilaterally sell, assign, license, give, disclose to a third party or otherwise trade the IP as this is likely to compromise its subsequent value.

**3.2.3.** Any IP with the potential to be exploited must not be disclosed to anyone outside the Trust (including presenting papers or posters at conferences, abstracts, chapters in books and any other verbal or written communication) until advice has been sought in relation to such IP from the R&I Department. IP often cannot be protected (especially in the case of filing patents) once any prior informal disclosure has occurred.

**3.2.4.** It is BSMHFT policy to actively encourage employees to publish their work and the Trust will not normally object to an employees' right to be named as an author of copyright-protected material. However, if IP is to be exploited, all work needs to be kept confidential until it is correctly protected. Advice should be sought from the R&I Department before disclosing work.

**3.2.5.** Although under English law, the copyright in any work produced by an employee during the course of their employment usually belongs to their employer, the Trust normally grants the author a free licence to reproduce the copyright protected materials in any work to be published in a recognised scientific, technical, professional, management journal or book. Such licence must be confirmed by the R&I Department to the employee in writing before the employee can reproduce the copyright protected materials.

**3.2.6.** In dealing with an external organisation, it is not always possible to ensure all contact is through the R&I Department. When staff are contacted directly by a third party company, it is important to keep full records, including copies of all correspondence and notes of telephone conversations and meetings, and to supply these to the R&I Department in order to provide

detailed accounts of the progress of discussions relating to any IP. All records and notes must show the relevant date(s) and action(s) agreed.

**3.2.7.** It is essential that staff working on projects which generate IP keep written, dated records of their activities and results. This is especially significant for subsequent patent applications in the US, since precedence is awarded to the first to invent, rather than the first to file the patent. It is imperative that all correspondence, including emails, telephone conversations and meetings are logged to provide a detailed account of any discussions relating to the IP. Besides maintaining optimum clinical practice, this diligence is in accordance with clinical and research governance guidelines.

**3.2.8** The R&I department is responsible for maintaining a register of all the IP owned by the Trust, where there is a potential for income generation, including the date and time it was reported to the R&I Department. Records will also be kept of arrangements entered into by the Trust for the protection and subsequent use of the IP, including any disclosures made to a third party. The Trust will keep a record of licensing arrangements in relation to that IP and in respect of any royalties received.

The dataset will contain:

- The names of Trust staff who are named as the inventory or originator of the IP.
- A record of the date and time on which the named investors or originators of the IP reported their idea to the R&I Department.
- The arrangement entered into by the Trust for the protection and subsequent use of the IP.
- Any disclosure made to a third party.

### **3.3. Decisions on exploitation of IP**

**3.3.1** Any IP that is licensed, sold or otherwise transferred to another organisation will be negotiated in the best interests of the Trust with the support of MidTECH. In the case of IP assigned to the Trust, it is the role of the R&I Department, in consultation with relevant BSMHFT senior management MidTECH, to consider and determine whether rights in an idea, invention or other form of IP should be exploited commercially.

**3.3.2** Management decisions relating to IP (such as whether to patent or license IP) reside with the Trust Board but may be delegated to relevant sub-committees. The usual position will be that the Trust will be the vehicle for holding patents and will be the proprietor of any other IP, but is empowered to engage another organisation to exploit its IP on the Trust's behalf.

**3.3.4** Where the Trust declines to pursue the exploitation of a particular innovation, the employee or employees responsible for creating such innovation will be informed of the rationale behind the decision. The Trust may also, at its sole discretion, offer the individual(s) the opportunity to exploit the innovation themselves in their own time provided that it is without the use of the Trust's resources. In such circumstances and subject to any third party rights or interests in the IP, the Trust may agree to assign the ownership of the relevant IP to the individual(s). In such cases, the Trust would retain a residual share of the financial benefits as agreed by relevant BSMHFT senior management, e.g. Executive Director of Operations if relevant to a Clinical Service development or Executive Medical Director if relevant to Pharmaceutical product. Decisions regarding who pays the costs associated with assigning the ownership of the relevant IP will be decided on a case-by-case basis.

**3.3.5** All commercial exploitation activity is co-ordinated by the R&I Department of the Trust. Members of staff who develop or generate IP are to co-operate with those responsible for its exploitation so that the maximum possible benefit is obtained by the Trust.

**3.3.6** Staff are reminded that no steps should be taken to exploit IP that has been assigned to the Trust without the approval of the Trust Board via the R&I Department. Staff are required to co-operate with the R&I Department in the carrying out of its management responsibilities in relation to IP.

### **3.4. Training in IP**

3.4.1 IP training will be included in general R&I training initiatives as and when these take place in the Trust. All new employees with an interest in R&I will have the IP policy and procedures brought to their attention.

### **3.5 Revenue-sharing with Inventors**

**3.5.1** BSMHFT wishes to encourage full participation of employees in the creation and commercial exploitation of IP.

**3.5.2** The Trust will reward staff who have contributed substantially to the generation of IP which has subsequently provided exploitation revenue. Such revenue will be shared between the Trust and the inventor/individual who developed or generated the IP according to the revenue sharing agreement below. The revenue sharing agreement within the IP Policy that was in place at the specific time point when the innovation/ IP project was registered with the R&I Department will apply.

The Cumulative Net Income received by the Trust will be shared as follows:

<b>Cumulative Net *Income</b>	<b>Inventor</b>	<b>Clinical Division</b>	<b>Trust</b>
First £50,000	50%	25%	25%
Next £100,000	40%	30%	30%
Next £100,000	30%	35%	35%
Over £250,000	25%	35%	35%

*\* Net income refers to the income remaining after recovery of patenting and other costs incurred by the Trust and/or the inventor in identifying, protecting and exploiting the IP. The costs will be determined on a case-by-case basis between the Director of Finance and the individual inventor(s).*

**3.5.3** Whist the above table demonstrates the standard revenue split adopted by the Trust, the Trust reserves the right to review this on a case by case basis and impose a different split if it feels that there are circumstances which warrant it. This decision will be fully transparent and reasoning provided.

**3.5.4** Where there is a contractual agreement with a funding sponsor to share the revenue from successful exploitation of IP arising from research funded by that sponsor, the Cumulative Net Income to the Trust is the income from exploitation remaining after deduction of the sponsor's share.

**3.5.5** Where a number of individuals have contributed to the development or generation of IP, it is the responsibility of those individuals (whether or not employed by the Trust) to agree upon their respective contributions expressed as a percentage. The Trust may at its discretion provide assistance with any mediation if the percentage share cannot be agreed by those individuals. The individuals' share of net income (i.e. net of any protection and exploitation costs (e.g. patent costs)) as described in paragraph 3.5.2. above) shall be divided between those individuals in the agreed proportions. If such proportions cannot be agreed, the parties concerned may work together to seek to resolve the dispute in a manner acceptable to all parties. To facilitate this, the parties may wish to seek the assistance of the Associate Director for Research and Development to mediate. If this is not felt to be

sufficiently independent then external third party support would be obtained with the expectation that any costs incurred would be met jointly.

**3.5.6** The Trust will normally continue to pay the appropriate share of net income to an employee should they leave the employment of the Trust. In the event of death of such employee or former employee, then their share of net income will be paid to their estate. The Trust shall use its reasonable endeavours to maintain up to date contact details for such individuals but it is the responsibility of each individual (or in death the administrator of their estate) to notify the Trust of any change of contact details. In the event that the Trust is unable to contact such individuals or a beneficiary of their entitlement for six consecutive months, such entitlement shall cease and their share of net income shall be retained by the Trust.

#### 4 RESPONSIBILITIES

Post(s)	Responsibilities
All BSMHFT employees	To report potential IP to the R&I Department at the earliest availability.  To ensure, where contacted directly by a third party company, that full records are kept, including copies of all correspondence and notes of telephone conversations and meetings, and to supply these to the R&I Department in order to provide detailed accounts of the progress of discussions relating to any IP.
Head of Research and Innovation in conjunction with relevant BSMHFT senior management	Determining IP ownership, determining IP protection and determining IP management.
MidTECH	IP contracts and/or agreements, including but not limited to: Ownership Agreement, Collaboration Agreement, Non-disclosure Agreement, License Agreement, Assignment Agreement.  Accessibility of IP training to BSMHFT employees.
Trust Board	Overall decision of IP Management.
Associate Director of Research and Development	To assist in disputes over IP ownership and revenue sharing.
Head of Research and Innovation	To ensure R&I hold a register of all IP owned by the Trust, the date and time reported to IP, details of arrangements entered into by the Trust and any third party claims.  To include IP on general R&I training initiatives.

## 5 DEVELOPMENT AND CONSULTATION PROCESS

Consultation summary		
Date policy issued for consultation	May 2021	
Number of versions produced for consultation	1	
Committees / meetings where policy formally discussed	Date(s)	
Research & Innovation Management Board	11 <sup>th</sup> May 2021	
Where received	Summary of feedback	Actions / Response
Research & Innovation Management Board	Assurance received that development has been guided by Trust IP advisors MidTECH who advise numerous West Midlands NHS Trusts as part of the WMAHSN.	No changes / recommendations made Trustwide consultation to be initiated

## 6 REFERENCE DOCUMENTS

MidTECH:

<http://www.midtech.org.uk/>

Patents Act 1977

<http://www.legislation.gov.uk/ukpga/1977/37>

Copyright, Designs and Patents Act 1988

<http://www.legislation.gov.uk/ukpga/1988/48/contents>

## 7 BIBLIOGRAPHY

HSC 1998/106 *Policy Framework for the Management of Intellectual Property within the NHS arising from Research and Development*. Department of Health, Leeds 1998.

NHS Executive, *The Management of Intellectual Property and Related Matters. An Introductory Handbook for R&D Managers and Advisers in NHS Trusts and Independent Providers of NHS Services*, Department of Health 1998.

## 8 GLOSSARY

All specialised terminology has been defined within the main body of the policy.

## 9 AUDIT AND ASSURANCE

The R&I department will ensure relevant policy audit is carried out on an annual basis.

Element to be monitored	Lead	Tool	Frequency	Reporting Committee
List of IP activity	Emma Patterson	R&I IP activity register	Annually	R&D Management Board

Appropriateness of Revenue Sharing Rates	Emma Patterson	Monitored as part of annual IP activity review and in discussion with MidTECH	Annually	R&D Management Board
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**10 APPENDICES**

Appendix 1 – Equality Analysis Screening Form

Appendix 2 - IP Protection

## Appendix 1 - Equality Analysis Screening Form

<b>Title of Proposal</b>	The Management of Intellectual Property within BSMHFT			
<b>Person Completing this proposal</b>	Emma Patterson	<b>Role or title</b>	Head of Research and Innovation	
<b>Division</b>	Corporate	<b>Service Area</b>	Research and Innovation	
<b>Date Started</b>	6 <sup>th</sup> May 2021	<b>Date completed</b>	6 <sup>th</sup> May 2021	
<b>Main purpose and aims of the proposal and how it fits in with the wider strategic aims and objectives of the organisation.</b>				
<p>The aim of this policy is to provide guidance to Trust employees and management staff regarding any Intellectual Property (IP) that may be developed or generated by (or in connection with) staff carrying out their normal duties. This policy will ensure that IP is owned and exploited to the benefits of our patients, the interests of the innovator and the financial position of the Trust.</p> <p>It relates to three of our strategic ambitions. In order of impact:</p> <p>We will drive research, innovation and technology to enhance care.</p> <p>We will attract, develop and support an exceptional and valued workforce.</p> <p>We will work in partnership with others to achieve the best outcomes for local people.</p>				
<b>Who will benefit from the proposal?</b>				
BSMHFT, employees and patients				
<b>Impacts on different Personal Protected Characteristics – Helpful Questions:</b>				
<i>Does this proposal promote equality of opportunity?</i> <i>Eliminate discrimination?</i> <i>Eliminate harassment?</i> <i>Eliminate victimisation?</i>		<i>Promote good community relations?</i> <i>Promote positive attitudes towards disabled people?</i> <i>Consider more favourable treatment of disabled people?</i> <i>Promote involvement and consultation?</i> <i>Protect and promote human rights?</i>		
<b>Please click in the relevant impact box or leave blank if you feel there is no particular impact.</b>				
<b>Personal Protected Characteristic</b>	<b>No/Minimum Impact</b>	<b>Negative Impact</b>	<b>Positive Impact</b>	<b>Please list details or evidence of why there might be a positive, negative or no impact on protected characteristics.</b>
<b>Age</b>				
<p>Including children and people over 65</p> <p>Is it easy for someone of any age to find out about your service or access your proposal?</p> <p>Are you able to justify the legal or lawful reasons when your service excludes certain age groups</p>				
<b>Disability</b>				

Including those with physical or sensory impairments, those with learning disabilities and those with mental health issues Do you currently monitor who has a disability so that you know how well your service is being used by people with a disability? Are you making reasonable adjustment to meet the needs of the staff, service users, carers and families?				
<b>Gender</b>				
This can include male and female or someone who has completed the gender reassignment process from one sex to another Do you have flexible working arrangements for either sex? Is it easier for either men or women to access your proposal?				
<b>Marriage or Civil Partnerships</b>				
People who are in a Civil Partnerships must be treated equally to married couples on a wide range of legal matters Are the documents and information provided for your service reflecting the appropriate terminology for marriage and civil partnerships?				
<b>Pregnancy or Maternity</b>				
This includes women having a baby and women just after they have had a baby Does your service accommodate the needs of expectant and post-natal mothers both as staff and service users? Can your service treat staff and patients with dignity and respect relation in to pregnancy and maternity?				
<b>Race or Ethnicity</b>				
Including Gypsy or Roma people, Irish people, those of mixed heritage, asylum seekers and refugees What training does staff have to respond to the cultural needs of different ethnic groups? What arrangements are in place to communicate with people who do not have English as a first language?				
<b>Religion or Belief</b>				
Including humanists and non-believers Is there easy access to a prayer or quiet room to your service delivery area? When organising events – Do you take necessary steps to make sure that spiritual requirements are met?				
<b>Sexual Orientation</b>				
Including gay men, lesbians and bisexual people Does your service use visual images that could be people from any background or are the images mainly heterosexual couples? Does staff in your workplace feel comfortable about being 'out' or would office culture make them feel this might not be a good idea?				
<b>Transgender or Gender Reassignment</b>				
This will include people who are in the process of or in a care pathway changing from one gender to another Have you considered the possible needs of transgender staff and service users in the development of your proposal or service?				

<b>Human Rights</b>				
<p>Affecting someone's right to Life, Dignity and Respect?  Caring for other people or protecting them from danger?  The detention of an individual inadvertently or placing someone in a humiliating situation or position?</p>				
<p><b>If a negative or disproportionate impact has been identified in any of the key areas would this difference be illegal / unlawful? I.e. Would it be discriminatory under anti-discrimination legislation. (The Equality Act 2010, Human Rights Act 1998)</b></p>				
	<b>Yes</b>	<b>No</b>		
<b>What do you consider the level of negative impact to be?</b>	<b>High Impact</b>	<b>Medium Impact</b>	<b>Low Impact</b>	<b>No Impact</b>
<p>If the impact could be discriminatory in law, please contact the <b>Equality and Diversity Lead</b> immediately to determine the next course of action. If the negative impact is high a Full Equality Analysis will be required.</p> <p>If you are unsure how to answer the above questions, or if you have assessed the impact as medium, please seek further guidance from the <b>Equality and Diversity Lead</b> before proceeding.</p> <p>If the proposal does not have a negative impact or the impact is considered low, reasonable or justifiable, then please complete the rest of the form below with any required redial actions, and forward to the <b>Equality and Diversity Lead</b>.</p>				
<b>Action Planning:</b>				
How could you minimise or remove any negative impact identified even if this is of low significance?				
N/a				
How will any impact or planned actions be monitored and reviewed?				
N/a				
How will you promote equal opportunity and advance equality by sharing good practice to have a positive impact other people as a result of their personal protected characteristic.				
N/a				
Please save and keep one copy and then send a copy with a copy of the proposal to the Senior Equality and Diversity Lead at <a href="mailto:bsmhft.hr@nhs.net">bsmhft.hr@nhs.net</a> . The results will then be published on the Trust's website. Please ensure that any resulting actions are incorporated into Divisional or Service planning and monitored on a regular basis.				

## **Appendix 2 - IP PROTECTION**

### **i. COPYRIGHT**

Copyright covers written information (such as leaflets, articles, assessment tools and training packs), databases, computer software and films/videos, which can all be protected by copyright (see Appendix 2). Copyright is achieved automatically, when the IP is created. However, it is advisable to attach a statement for additional protection, such as:

*© Copyright (Name of Trust, 2018). All rights reserved. Not to be reproduced in whole or in part without the permission of the copyright owner.*

### **ii. PATENTS**

Patents can be used to protect inventions that embody a new idea and are capable of being manufactured or used by industry (such as devices, processes or methods of operation). Examples of exclusions would be methods of treatment of the human/animal body by surgery or therapy, or diagnostic methods. An invention must not have been made public anywhere in the world prior to the patent filing date (journals, internet, meetings, posters, etc.) and must not be an obvious development, with regard to what is already common knowledge to someone who is experienced in the relevant field.

### **iii. DESIGN RIGHTS**

Design Rights protect against deliberate copying of the shape or configuration of an article. Design Right may exist in addition to other forms of protection such as Patent, Copyright or Registered Design.

### **iv. UNREGISTERED DESIGN RIGHTS**

Unregistered Design Rights are not directly associated with appearance. The right can protect internal and external features but only gives protection against copying of features of shape and configuration (e.g. physical design of computer chips, engineering components and architectural drawings).

### **v. REGISTERED DESIGN RIGHTS**

In some new products, the novelty lies not in a new idea or principle but in their appearance. Registered Design Rights usually cover commercial objects with a unique or aesthetic appearance.

### **vi. TRADEMARKS**

A trademark is a sign or symbol that is used to distinguish a product or service from that produced or supplied by another business. It could be the design of a label or the shape of a product's packaging (for example, the Coca-Cola bottle). The term "sign" includes logos, slogans, words, colours and 3-D shapes.

Registering a trademark protects the owner from competitors also trying to use that image to promote their own products. Trademarks can be very valuable in keeping that product as a market leader.

### **vii. KNOW-HOW**

Confidential information or "Know-how" is information which may be commercially or technically valuable and which is regarded as secret. It may, for example, include information on industrial processes.

In all cases, the "know-how" will only retain its value if it is managed effectively. All exploitation partners, business partners and collaborators should be bound by conditions of confidentiality through a Confidential Disclosure Agreement (CDA). This may be a reciprocal agreement whereby confidential information is both disclosed and received. A CDA may be obtained from your **R&D Office**.

Know-how and confidential information can be bought, sold and licensed like any other form of IP and persist indefinitely, as long as they remain "secret"