**Agreement On Ownership And Use Of Intellectual Property**

This Agreement is made this day of (**Agreement Date)** between

**(1) Health Education England (across Yorkshire and the Humber)** having an office at Willow Terrace Road, Leeds, LS2 9JT

and

**(2)**  (**Local Education Provider - LEP**)

Hereinafter a Party or the Parties

**Background:**

(A) Health Education England (across Yorkshire and the Humber) is an NHS organisation whose function is to ensure that education, training and workforce development drives the highest quality public health and patient outcomes in the Yorkshire and the Humber Region;

(B) The LEP provides healthcare to the public within the Yorkshire and the Humber region;

(C) Health Education England (across Yorkshire and the Humber) and LEP have cooperated under an arrangement whereby Health Education England (across Yorkshire and the Humber) makes payments to the LEP which are hypothecated towards the costs and/or salaries of LEP employees to author educational materials on healthcare and clinical subjects (‘the Material’) for the wider benefit of public health providing organisations in the Yorkshire and Humber region

(D) The Parties now wish formally to record the terms and conditions governing the ownership of rights in the Materials and use of Materials under those rights.

**And It Is Agreed as follows:-**

1. **Definitions**

**Background IPR** Means any IPR controlled or owned by a Party prior to the date of commencement of this Agreement or generated by any of the Parties independently of this Agreement and controlled or owned by that Party or any IPR to which the Party has the necessary rights for the purpose of this Agreement.

**Designated Material** means any Material that comes into existence subsequent to the Agreement Date in respect of which a Hypothecated Payment has been made in respect of those employee roles listed in Schedule 1;

**Hypothecated Payment** means, as the context requires, a payment made after the Agreement Date, by Health Education England (across Yorkshire and the Humber) to the LEP which fulfils at least one of the following conditions:

a) a payment by way of a defined contribution to the salary of an identified employee of the LEP over a specified period of time (the “**Term**”) as recompense to the LEP for the time which the identified employee will be engaged upon activities which have either been specifically assigned to him or her or are of a nature generally prescribed by Health Education England (across Yorkshire and the Humber) in connection with the making of such a payment, or

b) a payment which is accompanied, preceded or followed within a period of one month (in respect of payments commenced after the Agreement Date) or such period as, having regard to all the circumstances is reasonable (in respect of payments commenced after the Agreement Date) by a notice from Health Education England (across Yorkshire and the Humber) to the LEP:

i) identifying the payment as payment made in respect of the authorship by the LEP (or on its behalf) of Materials, and

ii) identifying the content and purpose of the Materials to be authored

**Improvement** means any addition, modification or adaptation of a Party’s Background IPR that is not severable from said Background IPR.

**Intellectual Property Rights** means any and all rights in any and all intellectual property (including but not limited to inventions, trade & service marks, copyright works such as artistic works, literary works in the form of computer code and algorithms, trade secrets and know how), such rights including but not being limited to: patents, the right to apply for and be granted a patent, rights in trade & service marks including registrations for trade & service marks and goodwill in trade and/or service marks, copyrights and rights in the nature of copyright, design rights, registered designs and rights to apply for and be granted a registered design, rights arising in connection with trade secrets, know-how and confidential information, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

**Leadership Fellow** means an LEP employee engaged upon activities for which a Hypothecated Payment is made for a defined project;

**Material** means educational literary or artistic work whose semantic content relates to healthcare and/or clinical matters;

**Schedule** means any schedule to this Agreement and numbered accordingly.

**Trainee** means any medical or non-medical NHS staff member undertaking specific training under the supervision or direction of Health Education England (across Yorkshire and the Humber)

**2. Designated Material Ownership And Use**

2.1 Each Party shall promptly disclose in confidence to the other Party all Designated Materialgenerated during the Term.

2.2 Designated Materialgenerated under this Agreement will be owned by Health Education England (across Yorkshire and the Humber) except in the case of Leadership Fellows where Designated Material will be owned:-

2.2.1 by the LEP where the Leadership Fellow is part-funded by Health Education England (across Yorkshire and the Humber)

2.2.2 by Health Education England (across Yorkshire and the Humber) where the Leadership Fellow is fully-funded by Health Education England (across Yorkshire and the Humber)

2.3 Subject to clause 2.5, nothing contained in this Agreement or any licence agreement pertaining to this Agreement shall affect the absolute and unfettered rights of each Party in all inventions, discoveries and intellectual property contained in its Background IPR or Improvements to such Background IPR made by either Party or third Party.

2.4 Health Education England (across Yorkshire and the Humber) shall receive an option of a non-exclusive, royalty free licence to use Designated Materialowned by the LEP under clause 2.2 for Trainees within the Health Education England (across Yorkshire and the Humber) region. If Health Education England (across Yorkshire and the Humber) wishes to exercise such an option, it shall contact the LEP in writing. Such licence does not restrict use of the Designated Material within the LEP or commercialisation of the Designated Material by the LEP for Trainees outside the Health Education England (across Yorkshire and the Humber) region or for non-Trainees in any territory including the Health Education England (across Yorkshire and the Humber) region.

2.5 Where access to LEP Background IPR or Improvements to LEP Background IPR is required by Health Education England (across Yorkshire and the Humber) to enable the use of the Designated Material the LEP shall where possible grant Health Education England (across Yorkshire and the Humber) a non-exclusive licence to use such Background IPR and any Improvements to that Background IPR, subject to the agreement of appropriate terms.

2.6 Health Education England (across Yorkshire and the Humber) contribution to Designated Material, whether owned by the LEP or Health Education England (across Yorkshire and the Humber), must be clearly demonstrated through use of the official Health Education England (across Yorkshire and the Humber) branding.

3. **Governing Law And Disputes**

3.1 The construction validity and performance of this Agreement shall be governed in all respects by English Law.

3.2 All disputes arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the English courts to which the Parties hereto agree to submit.

By their signatures below the Parties hereby agree to the terms and conditions herein.

|  |  |
| --- | --- |
| Signed for and on behalf of **Health Education England (across Yorkshire and the Humber)** | Signed for and on behalf of **Local Education Provider** |
| Signature:  | Signature:  |
| Name / position:  | Name / position:  |
| Date:  | Date:  |

**Schedule 1**

Roles that are covered by this Agreement are:

* Heads of School and their deputies
* Training Programme Directors and their deputies
* Directors of General Practice and their deputies
* Associate Postgraduate Deans (including Dental)
* Directors of Postgraduate Medical Education and their deputies
* Leadership Fellows

Roles not covered by this Agreement are:

* Doctors-in-training that are NOT Leadership Fellows