



## Intellectual Property Policy

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<b>Version</b>	1.3
<b>Amendments</b>	<p>September 2020: Amending for typographical errors, clarity and consistency with other policies.</p> <p>Also the following changes were introduced:</p> <ul style="list-style-type: none"> <li>• Assignment to be offered to Originator(s) for all patents to be abandoned by LSHTM</li> <li>• Following assignment, only future patent costs will be borne by Originator(s)</li> <li>• Thesis embargo to be requested by student or LSHTM</li> <li>• Inclusion of the wholly owned subsidiary of LSHTM, Chariot Innovations Limited</li> <li>• Inclusion of attachments.</li> <li>• Correction of formatting and references.</li> </ul>
<b>Related Policies &amp; Procedures</b>	

### SCOPE

This Policy applies to all staff, students and visiting researchers at the London School of Hygiene and Tropical Medicine (“LSHTM” including the MRC Unit The Gambia at LSHTM, and the MRC/UVRI and LSHTM Uganda Research Unit. LSHTM expects the principles, policies and procedures set out in this Policy to be understood, observed and followed by all staff, students and visiting researchers.

### PURPOSE AND OVERVIEW

This Policy provides a framework and guidance for the effective identification, protection and translation of LSHTM intellectual property (IP) to ensure that LSHTM’s research activities deliver societal impact and patient benefit in an ethical and socially responsible manner.

Whenever possible, LSHTM will aim to promote global access to the outputs of its research through socially responsible licensing. As part of this commitment, LSHTM will aim to facilitate equitable access to health related technologies including medicines in the developing world in all licensing agreements. Those outputs of LSHTM’s research deemed more suitable for dissemination than commercialisation, will be made available through publication in peer reviewed journals and other routes including the LSHTM website.

Employees and Students of LSHTM consistently produce research with a focus on delivering real-world impact. Impact can be achieved by dissemination of research findings widely to the research community or society as a whole. Translation, or technology transfer, can also play a vital role in realising impact from academic research, facilitating development of therapeutics, diagnostics or



other products and services arising from academic research findings, allowing them to reach patients and wider communities.

In order to fulfil its charitable mission, LSHTM must support successful application of the outcomes from its research activities and capabilities to ensure the widest benefit to society and the economy. IP generated from innovation and translation must also be managed effectively so that, in order to maximise its impact, appropriate industrial partners can be attracted to progress the development and commercialisation of products and services arising from academic discoveries made at LSHTM. LSHTM is therefore responsible for ensuring research outputs and inventions originating at LSHTM are translated and/or disseminated in a manner consistent with LSHTM's mission and status as a socially responsible higher education and research institution. Any revenue generated from commercialisation of LSHTM IP is invested back into fulfilling LSHTM's mission through funding further research and/or education, as well as into supporting further technology transfer activities.

Commercialisation of Intellectual Property generated by LSHTM staff will typically be handled via Chariot Innovations – LSHTM's wholly owned subsidiary company which has been established for this purpose.

## POLICY

### Terminology

**Awards to Originator (ATO)** means LSHTM's scheme for the distribution of Distributable Payments to eligible Originators (refer to section 4.7).

**Commercialisation** means all forms of commercialisation or exploitation by LSHTM or its wholly owned subsidiary, Chariot Innovations Limited ("**Chariot**"), alone or in conjunction with a Third Party, including licensing or any other means of disposal of any rights vested in LSHTM in return for any form of payments, income or revenue. Commercialisation in this context does not include the delivery of courses by LSHTM in the course of its role as a higher education institution.

**Confidential Information** means all information owned by or controlled by LSHTM or a Third Party that is not already in the public domain.

**Consideration** means any payments, income or revenue received from Commercialisation, including, but not limited to, cash, payment in kind and equity.

**Distributable Payments** means all monetary Consideration received by LSHTM after the deduction of all costs incurred by LSHTM for the protection and Commercialisation of the relevant IP such as, but not limited to, patent-related costs and external lawyer's fees.

**Employee** means an employee of LSHTM.

**Finance and Development Committee** means the committee of that name, or its successor committee, to which LSHTM's Council has delegated responsibility for the evaluation and approval of Commercialisation of its Intellectual Property.

**Incidental Use of LSHTM Resources** shall refer only to very insignificant use of LSHTM's general resources, such as computers or office equipment, and excluding any kind of intellectual contribution from one or more Employees other than the corresponding Originator(s). If there is any doubt as to whether an activity constitutes more than an Incidental Use of LSHTM Resources, the matter should be referred to the Innovation Committee.



**Innovation Committee** means a committee comprising LSHTM's Chief Operating Officer, representation from LSHTM's Strategic Research Office, representation from LSHTM's Research Operations Office, representation from LSHTM's Technology Transfer Team, and representation from LSHTM's Faculties and Units. Where additional or independent expertise is required, external advisors will join LSHTM Innovation Committee meetings.

**IP (Intellectual Property)** means all research results and data generated through research programmes conducted at LSHTM (including with Third Party collaborators), as well as all other outputs of work conducted by Originators, such as Teaching Materials, and all intellectual property rights associated with or arising from such results and outputs. Intellectual property rights mean patents, including all divisionals, continuations and supplementary protection certificates, copyright, database rights, topography rights, design rights, whether registered or not, trademarks, whether registered or not, rights to prevent passing off, plant breeders rights, data, and know-how, whether reduced or not to a tangible form and including any inventions in such know-how, and all applications for any of the foregoing, including the right to claim priority. IP should also be interpreted to include all other intellectual or industrial property rights (whether registered or unregistered / registrable or un-registrable) and including applications or rights to apply for them, all extensions and renewals of them, and in each case all rights having equivalent or similar effect anywhere in the world.

**Originator** means any Employee, individual treated as an Employee, such as a visiting worker and honorary appointee, or Student that creates or contributes to the creation of research results and data, inventions, copyright (including software) and designs (whether registered or unregistered / registrable or un-registrable); compiles, presents or verifies a database; generates or develops new plant varieties, Research Materials, Teaching Materials, know-how or any other IP.

**Physical Manifestations of IP** shall mean all documents, including lab books, electronic files/documents and any other tangible materials that comprise of or otherwise record IP.

**Research Materials** shall include, but not be limited to, all biological materials, non-biological materials, chemical entities, compounds, samples, formulae, models, processes, instructions, graphic representations, technical specifications, designs and drawings, databases, computer software, prototype devices and equipment, diagnostic and research-use kits as well as data reduced to any tangible form and any associated research results.

**Research Operations** means the team concerned with the management of LSHTM's portfolio of research grants.

**Research Publications Team** means the team concerned with research publications within the Library & Archives Service.

**LSHTM** means the London School of Hygiene and Tropical Medicine.

**Senior Leadership Team** means the decision-making body which takes a collective overview of and responsibility for LSHTM- wide issues.

**Student** means any individual registered as a postgraduate student at LSHTM or applying for a PhD by Prior Publication in lieu of a thesis, or any individual following a course of study at LSHTM as if they were a Student.

**Teaching Materials** shall include all presentation materials for teaching, such as lecture notes, slides and other audio-visual teaching aids, course guides and instruction manuals, lecture handouts, recorded lectures, examination questions, online materials and virtual learning



environments and physical materials, such as apparatus for practical and experimental work and models for demonstration.

**Technology Disclosure Form** means [the form](#), as amended from time to time, intended to aid the disclosure to LSHTM of inventions, technologies or other IP with potential for Commercialisation, via its Technology Transfer Team.

**Technology Transfer Team** means any external service provider or internal team, including LSHTM's IP manager, engaged to assist with the protection, translation and exploitation of LSHTM IP.

**Third Party** means any legal entity that is not directly or indirectly controlled by or under common control of LSHTM, such as companies, government bodies, funders and charities, or any other entity or individual that is not an Employee, an Originator or a Student.

## Ownership of IP and Research Materials created by Employees

### 1.1. Ownership of IP/Research Materials created by Employees

All IP created and/or developed by an employee in the course of their employment will belong to their employer as a matter of law (Copyright, Designs and Patents Act 1988 and the Patents Act 1977).

As provided under their respective employment contracts with LSHTM, all IP and Research Materials created and/or developed by an Employee during the course of their employment duties, or that might reasonably be expected to result from the Employee carrying out their duties, will vest in LSHTM. The latter instance arises, for example, if the subject matter of such IP is materially similar to the subject of their employment and is therefore not severable from their employment duties. In the event that such IP and/or Research Materials are created and/or developed by an Employee only partly during the course of their employment duties or that might reasonably be expected to result from the Employee carrying out their duties, LSHTM will own the part of IP/Research Materials corresponding to the proportional contribution, to be determined by the Innovation Committee.

Specific assignment forms substantially in the form [as linked](#) may be required, and if any IP or Research Materials such as software and databases are created and/or developed with more than an Incidental Use of LSHTM Resources, even if outside the scope of an Employee's normal employment duties, the Employee will assign ownership of such IP to LSHTM or its Chariot and will do so upon the request of LSHTM.

These provisions in 1.1 above shall apply to all Employees, including Students that are also Employees.

### 1.2. Employee Technology Disclosure

Employees must disclose all technologies, inventions, research discoveries, or other IP they create and/or develop, including Teaching Materials and Research Materials, which have the potential for Commercialisation to LSHTM's Technology Transfer Team.

Employees are encouraged to make all such disclosures to LSHTM's Technology Transfer Team using the Technology Disclosure Form.

### 1.3. Honorary Appointments and Visiting Workers

In instances where an Employee of LSHTM wishes to enter into an honorary academic appointment at another institution, a contract might need to be entered into between LSHTM



and the institution in question governing the terms of the appointment before initiating that honorary appointment. Such agreement will include terms that set out, amongst other things, the ownership of all arising IP/Research Materials and provisions for access to any existing LSHTM IP or Research Materials. In all such instances, the Employee should discuss this arrangement with Human Resources and any contract will be negotiated in consultation with the Technology Transfer Team on behalf of LSHTM.

In instances where an individual is not an Employee or a Student of LSHTM but has an honorary appointment with or is a visiting worker at LSHTM, such individuals will adhere to the provisions of this Policy as if they were Employees of LSHTM and will only commence their appointment once a contract has been entered into between LSHTM and that individual, and/or their employer where applicable, which governs the terms of that appointment. All arrangements in 1.3 above will be made by Human Resources and any contract will be negotiated and signed by Human Resources on behalf of LSHTM.

Unless explicitly stated to the contrary in any agreement referenced in the preceding paragraph, all honorary appointees or visiting workers at LSHTM will, when requested, assign to LSHTM the ownership of all IP, Research Materials and Teaching Materials created and/or developed during the course of their activities at LSHTM and/or all IP, Research Materials and Teaching Materials such as software and databases created and/or developed with more than an Incidental Use of LSHTM Resources. In return for this assignment, such honorary appointees and visiting workers will be treated as if they were Employees with respect to Awards to Originators and be eligible to receive ATI (please refer to section 4.7 for further detail).

#### **1.4. Deposit of Physical Manifestations of IP and Materials**

Upon LSHTM's request each Employee must deposit with a person to be nominated by the Innovation Committee all Physical Manifestations of IP, Research Materials and Teaching Materials owned by LSHTM. In all instances, an Employee must deposit all such Physical Manifestations of IP, Research Materials and Teaching Materials prior to leaving LSHTM's employment. Author Accepted Manuscripts of research papers, and where possible final published versions, should be deposited in LSHTM Research Online via the [Elements](#) publications system. Research data should be signposted from and where appropriate deposited in [LSHTM Data Compass](#).

## **Ownership of IP and Research Materials – Students**

### **2.1 Assignment of Student IP**

Where students generate IP in the course of their study or research they will own that IP in their own right unless one of the following applies:

- they are also Employees
- they are conducting their studies as part of a sponsored studentship or sponsored research programme;
- they are working on a project that derives from the IP of an Employee or involves collaboration with an Employee, unless there is no intellectual contribution by the Employee.
- they create and/or develop IP or Research Materials such as software and databases with more than an Incidental Use of LSHTM Resources;
- they create and/or develop Teaching Materials.



In these situations, the students shall assign the ownership of IP and Research Materials to LSHTM. Where a Student is undertaking any of the above-mentioned activities, they will sign the Student IP Letter of Understanding before commencing work on the project, a template of which can be found [here](#) and which may be subject to changes based on special circumstances such as the Student being an employee of a Third Party funding the Student's course at LSHTM. Students, however, shall not be required to assign the ownership of copyright in any thesis or report submitted to LSHTM for the award of an academic degree, and nothing beyond legal and contractual obligations relating to confidentiality will prevent a Student from submitting a thesis or report for examination.

If a student conducting any of the above-mentioned activities does not assign their rights in the IP, Research Materials and Teaching Materials they create and/or develop to LSHTM, LSHTM may choose not to allow them to conduct such activities.

Specific assignment forms substantially in the form [as linked](#) may be required, and if any IP or Research Materials such as software and databases are created and/or developed with more than an Incidental Use of LSHTM Resources, even if outside the scope of an Student's normal duties, the Student will assign ownership of such IP to LSHTM or its designated subsidiary and will do so upon the request of LSHTM.

## **2.2 Students and Awards to Originators policies**

In instances where the ownership of IP, Research Materials and Teaching Materials created and/or developed by a Student is assigned to LSHTM, such IP will be subject to all other provisions in this Policy in relation to the management of LSHTM IP. For clarity, Students will be eligible to receive Awards to Originators (please refer to section 4.7 for further detail).

## **2.3 Student Technology Disclosure**

Students must disclose all technologies, inventions, research discoveries, or other IP they create and/or develop, including Teaching Materials and Research Materials, which have the potential for Commercialisation to LSHTM's Technology Transfer Team.

Students are encouraged to make all such disclosures to LSHTM's Technology Transfer Team using the Technology Disclosure Form.

Disclosures under this section will be without prejudice to any of the Students rights as set in this Policy.

## **2.4 Grant of rights to LSHTM**

Students conduct a broad range of activities at LSHTM, and some activities may result in the Student, as opposed to LSHTM, owning the resulting IP. Examples may include, the copyright in theses, reports, non-research based course work and certain creative works they may develop, provided that they do not conform to the provisions set out in 2.1. Upon the creation and/or development of any such IP, each Student shall provide LSHTM with a worldwide, non-exclusive, perpetual and irrevocable right to use such IP for all purposes, including but not limited to; teaching, education and promotional purposes. This will include the right to grant rights in such IP to Third Parties where appropriate.

Should the Student submit a thesis or dissertation in the course of their studies, LSHTM will be required to place the document in the public record via LSHTM Research Online. There may be the need to delay the public disclosure of any thesis or dissertation in order to protect patentable IP, third-party IP, or sensitive data. All students are expected to deposit their thesis in accordance with [LSHTM's Electronic Doctoral Degree Theses Submission Policy](#) but in justified cases, either the Student or LSHTM could request to restrict access for a maximum two-year embargo.



## **2.5 Deposit of Physical Manifestations of IP and Materials**

Upon LSHTM's request, each Student must deposit with their supervisor all Physical Manifestations of IP, Research Materials and Teaching Materials. In all instances a Student must have deposited all such Physical Manifestations of IP, Research Materials and Teaching Materials prior to completing their studies.

## **Material Transfer**

No Research Materials shall be transferred outside of LSHTM or to any Third Party unless an appropriate Material Transfer Agreement(s) or Data Sharing Agreement(s)/Data Transfer Agreement(s) as the case may be, is in place, such arrangements to be negotiated by Research Operations or LSHTM's Technology Transfer Team or Research Data Manager in the Library & Archives Service, as appropriate. In all instances, such agreements shall be first discussed with Research Operations. Research data should be signposted from and where appropriate deposited in [LSHTM Data Compass](#).

All Employees shall make LSHTM aware of any Research Materials that they may wish to introduce into LSHTM at the time of initiating their employment with LSHTM or through new or existing collaborations with Third Parties whether at this time or during the course of their employment or course as a Student at LSHTM. If any of these Research Materials were generated during their previous employment or may belong to any other Third Party, they will only be permitted to be transferred once LSHTM's Research Operations Office puts in place an appropriate Material Transfer Agreement(s) or Data Transfer Agreement(s) accessing the necessary Third Party rights to such materials or data. If Employees wish to bring with them commercially available or purchased materials they can do so if they can provide evidence that they have the ongoing right to use such materials and permission to transfer them.

In the event that a Student wishes to use Research Materials that belong to or are provided by a Third Party, the Student shall notify their supervisor and Research Operations, so that the necessary agreements are put in place prior to initiation of their project.

## **Teaching Materials**

### **3.1 Ownership of IP in Teaching Materials**

All IP in Teaching Materials created and/or developed by an Employee or Student will be owned by LSHTM.

All Employees shall make LSHTM aware of any Teaching Materials created under their previous employment that they wish to bring with them at the time of initiating their employment and will only be permitted to do so if they can provide evidence that that they have the ongoing right to use such materials.

### **3.2 Commercialisation of Teaching Materials**

LSHTM is free to Commercialise or freely disseminate all Teaching Materials an Employee or Student creates and/or develops as it sees fit, including as part of a package of other Teaching Materials owned by LSHTM.

LSHTM may at its sole discretion permit continuing use of Teaching Materials when the Originator leaves the employment of LSHTM or ceases to be a registered Student of LSHTM.



## Protection and Commercialisation of IP & Publication of Research

### 4.1 Confidentiality and publication

It is consistent with LSHTM's mission that research findings should be promptly published, however, short delays to publication are required when:

- the publication relates to potentially patentable IP (see 4.2 below) or would otherwise compromise the validity of related patent applications owned in whole or part by LSHTM and Chariot, or;
- There exist contractual obligations to consult Third Parties prior to publication.

In cases of potentially patentable IP, maintaining confidentiality until a patent application has been filed at the patent office is vital to secure valid patent protection. Disclosure in any form, including publications, abstracts, posters, presentations, and all forms of public engagement, can preclude patent protection. It is the responsibility of all Employees and Students to ensure that potentially patentable IP is kept confidential until measures to protect such IP have been put in place or until a decision has been taken that patent protection should not be pursued.

All Employees and Students are expected to disclose IP which has the potential for Commercialisation to LSHTM's Technology Transfer Team, as set out in 1.2, 2.3 and 4.7 of this policy, in a timely manner and before any disclosure of the information to a Third Party, either directly or through publication and any other form of dissemination, such as abstracts, posters and presentations. If in doubt as to whether patentable IP will be disclosed, please consult with LSHTM's Technology Transfer Team before proceeding with any disclosure.

A delay in disclosure may be necessary in order to protect potentially patentable inventions, however, the delay will be the minimum necessary to allow for the filing of a patent application. It may also be the case that omitting some details of a technology from a disclosure may allow the disclosure to proceed without delay. This should, however, be discussed and agreed with LSHTM's Technology Transfer Team before proceeding.

When publishing, all Students and Employees must comply with [LSHTM's Open Access Publishing Policy](#), [LSHTM's Research Data Management Policy](#), and the open access and data policies of their funders. As far as possible, Students and Employees should not assign their rights in any copyright to publishers. All Students and Employees should consult with the Research Publications Team within the Library & Archives Service and/or the Technology Transfer Team as appropriate in advance of publication. It is acceptable for Students and Employees to retain their moral rights (which include the right to attribution) in any published copyright if they wish to do so.

Before Employees or Students embark upon discussions with a Third Party(ies) where unpublished information may be exchanged, contractual arrangements to protect Confidential Information, such as Confidential Disclosure Agreements, should be put in place by Research Operations, with input from LSHTM's Technology Transfer Team. If there is any doubt as to whether such contractual arrangements are required, all Employees or Students should first discuss the matter with Research Operations (contracts team) or the Technology Transfer Team.

### 4.2 IP protection

LSHTM or Chariot on behalf of LSHTM, shall be responsible at its sole discretion for deciding if IP protection is required for Commercialisation of any LSHTM-owned IP and LSHTM will be responsible for all costs relating to IP protection where appropriate. Patent filing and prosecution will be conducted by LSHTM's Technology Transfer Team.



LSHTM's Innovation Committee will be the body making all material decisions relating to IP protection following recommendations from LSHTM's Technology Transfer Team.

#### **4.3 Routes of Commercialisation**

LSHTM, or Chariot on behalf of LSHTM, shall be responsible for determining at its sole discretion the Commercialisation route of all LSHTM-owned IP. LSHTM's Innovation Committee will be the body providing recommendations on all material decisions relating to the Commercialisation route following recommendations from LSHTM's Technology Transfer Team. Recommendations will be ratified by the Senior Leadership Team. LSHTM's Finance and Development Committee will receive regular updates from the committee and where appropriate will be involved in decision making. The route of Commercialisation will typically be via licencing to an existing commercial entity or via creation of a new spin-out company.

All contracts required to support the Commercialisation of LSHTM IP entered into with Third Parties will be at the sole discretion of LSHTM. Licence terms and conditions will be negotiated and agreed upon with Third Parties by LSHTM's Technology Transfer Team in consultation with LSHTM's Innovation Committee and Research Operations and/or external legal advisors where appropriate.

#### **4.4 Originator Assistance and Obligations**

Originators will be encouraged to participate in the patenting and Commercialisation process throughout all of its stages and will provide all reasonable assistance necessary for the protection and/or Commercialisation of IP, Research Materials or Teaching Materials, including completing all documentation required within necessary timelines, providing any support needed to patent attorneys in the prosecution or defence of patent rights, and reasonable support in the Commercialisation of IP, such as the provision of information, results, Research Materials or Teaching Materials, as required.

#### **4.5 Patent abandonment**

Should LSHTM elect not to seek patent or similar protection for a technology or choose to cease supporting a patent or other registered IP right, it will offer assignment of ownership of said IP to the Originator(s). LSHTM, Chariot on behalf of LSHTM, may choose at its sole discretion to assign ownership of such IP to the Originator(s), provided that a suitable agreement is put in place to provide an indemnity from the Originator(s) to LSHTM and Chariot against all Third Party claims arising from Originator's use/disposal/Commercialisation of said IP. The Originator will be requested to provide evidence of an appropriate insurance policy that will adequately cover the indemnity granted to LSHTM Chariot.

If the above condition is satisfied, the assignment contract that will be put in place shall also set out the agreed distribution of income arising between the Originator(s) and LSHTM or Chariot in the event of successful Commercialisation of the technology by the Originator(s). In the event of assignment of LSHTM IP to Originator(s) all future patent or other registered IP right-related costs, will be borne directly by the Originator(s).

#### **4.6 Social Responsibility**

LSHTM will not support a Commercialisation strategy that is not in keeping with their mission as a socially responsible institution or that could lead to reputational risk.

LSHTM will refuse to contract with or commercialise IP in partnership with a tobacco company.



LSHTM may require provisions in commercial agreements that promote the availability of treatments at affordable prices in low income countries and may adopt an IP strategy that promotes access to such products in low income countries.

Where appropriate, LSHTM will agree to waive its right to receive revenue from the Commercialisation of treatments in low income countries, in order to promote affordable access.

#### 4.7 Awards to Originators (ATO)

In recognition for their contribution, Originators will be eligible for a share of revenues (Distributable Payments) received by LSHTM or its designated subsidiary, Chariot from the Commercialisation of IP, Research Materials and Teaching Materials they have created and/or developed.

All Distributable Payments are distributed in accordance with LSHTM's Awards to Inventors (ATO) scheme, as set out in the table below. LSHTM reserves the right to amend its ATO scheme from time to time including the proportions distributed between Originator(s), Departments and Chariot.

£0-£4000 (net):	
Originator(s):	100%
LSHTM Department:	0%
Chariot	0%
£4,000 (net) - £15,000 (net):	
Originator(s):	70%
LSHTM Department:	15%
Chariot	15%
£15,000 (net) - £75,000 (net):	
Originator(s):	50%
LSHTM Department:	25%
Chariot:	25%
Over £75,000 (net):	
Originator(s):	33%
LSHTM Department:	33%
Chariot:	33%

All Student and Employee Originators of LSHTM-owned IP/Research Materials are eligible for the Awards to Originators scheme. Where there is more than one Originator, the Originator(s) share will be distributed among all individuals in a proportion discussed and agreed by all Originator(s), to reflect the relative contribution of all Originator(s) in creating or developing the commercialised technology. This information shall be captured in the Technology Disclosure Form.

In instances where the chosen Commercialisation route is via creation of a spin-out company, the Originator(s) may choose to hold equity in the company. Originators may choose to take an equity holding in a spin-out or choose to be rewarded via the ATO scheme. Originators who chose to be rewarded via shareholding will waive their right to receive ATO from any Distributable Payments received by LSHTM in relation to that particular spin-out company.

#### 4.8 Conflicts of Interest

Each Employee and Student has an obligation to act in the best interests of LSHTM in relation to their duties as an Employee or Student of LSHTM.

The existence of conflict of interest, or potential conflict of interest, does not necessarily imply any wrongdoing, however, it is an Employee and Student's duty to recognise and disclose any conflict of interest (actual or perceived) to LSHTM, in order for the conflict of interest to be



appropriately managed or eliminated in a manner consistent with LSHTM's policy on conflict of interest.

Potential conflict of interest may arise where an Employee has or seeks to enter into a separate consultancy agreement with a company (including a spin-out) which has taken a licence to develop/commercialise IP created by that Employee, where the Employee or Student is engaged in a research collaboration with that company, or where an Employee or Student wishes to hold any position in a spin-out which is a vehicle for developing and commercialising IP which they helped create. Conflict may also arise in instances where the Employee or Student may have other interests in such a company or where a relative, spouse or partner of that Employee or Student may have interests in the company.

In all situations such as those described above, as well as any other situation in which potential/perceived conflict of interest exists, the matter should be declared promptly using LSHTM's Declaration of Interest procedure, available at <https://lshtm.sharepoint.com/governance/Pages/Declaration-of-Interest.aspx>. LSHTM, at its sole discretion, will decide if any Employee will be permitted to engage in any of the activities described above and whether the conflict of interest could be or has adequately been resolved or mitigated.