

Response template for NIC and NIA informal governance consultation

Respondent details		Dr Peter Hedges, Director, Research Support Services, University of Warwick			
No.	Electricity or Gas and NIC or NIA	Chapter Name	Page/Paragraph Ref	Comments	Suggested alternative drafting
1	Gas/Electricity NIC	9. Intellectual Property	Clause 9.7	The clause relating to jointly created IPR does not cover all relevant including rights of use between joint owners, and responsibilities for protection.	See below for recommendation on Clause 9.12
2			Clauses 9.12 to 9.14	Definitions on licensing of Relevant Foreground IPR are non-specific.	Provision of a requirement that agreement is required between project partners on arrangements for the licensing of Relevant Foreground IPR consistent with the broad principles of the NIC as a condition of any award from the scheme.
3			Clauses 9.19 & 9.20	A University's charitable status restricts its ability to warrant against ill-defined and potentially unlimited liabilities. It is difficult and sometimes can be impossible to determine in advance of a project the title to all background IPR necessary to undertake a major research project given the dynamic nature of the international research environment.	Remove reference to warrant in these clauses or define/limit the liability that may arise, for example so that any liability is limited to the value of any funding awarded through the project to that Partner.
4			Clause 9.21	This clause potentially places a substantial liability regarding maintenance of IP protection for non-DNO partners.	The clause should be reworded so that access to background IP should be maintained but without the potential costs of maintaining protection. Alternatively, the clause could allow provision for sharing or transfer of protection costs or potentially assignment of background IP to other Participants on appropriate terms to be agreed.
5			Clause 9.22	This clause also potentially places a substantial liability regarding maintenance of IP protection for non-DNO partners.	The clause should be reworded so that access to Relevant Foreground IP should be maintained but without the potential costs of maintaining protection. Alternatively, the clause could allow provision for sharing or transfer of protection costs or potentially assignment of background IP to other Participants on appropriate terms to be agreed..
6	Electricity/Gas NIA	7. Intellectual Property	Clause 7.8	The clause relating to jointly created IPR does not cover all relevant including rights of use between joint owners, and responsibilities for protection.	Provision of a requirement that agreement is required between project partners on arrangements for the licensing of Relevant Foreground IPR consistent with the broad principles of the NIA as a condition of any award from the scheme.