



Intellectual Property Policy

Document Author: Head of Research

Approved: September 2026



Document Reference	PO – Intellectual Property Policy – September 2027
Version	V5.0
Responsible Director	Executive Medical Director
Document Author	Head of Research
Approved by	Clinical Governance Group
Date Approved	September 2026
Review Date	September 2027
Equality Impact Assessed (EIA)	Yes
Document Publication	Internal and Public Website

Document Control Information

Version	Date	Author	Status (A/D)	Description of Change
1.0	Jan 2015	Jane Shewan (Head of Research)	A	
1.2	August 2018	Jane Shewan (Head of Research)	D	Updated references to other policies. Format updated. 10 key points updated to highlight tips for staff
1.3	22.08.18	Jane Shewan (Head of Research)	D	Approved at Clinical Governance Group
2.0	19.09.18	Jane Shewan	A	Approved at TMG Sep 2018.
2.1	Dec 2020	Risk Team	A	Approved extension from TMG until June 2021
2.2	July 2021	Risk Team	A	Approved extension at TMG until August 2021
2.3	May 2022	Risk Team	A	Approved extension at TMG until July 2022
2.4	May 2022	Fiona Bell (Head of Research)	D	Added references to foreground and background IP, and IP generated via research funding. Removed references to defunct Innovation Champions Network
3.0	June 2022	Risk Team	A	Approved at TMG
3.1	May 2024	Fiona Bell and Lindsay Georgopoulos (Medipex)	D	Updated in review period – definitions of IP, provision for staff leaving the Trust
3.2	May 2024	Risk Team	D	Formatted to new Trust template
4.0	August 2024	Risk Team	A	Policy approved within July 2024 Clinical Governance Group
4.1	March 2026	Fiona Bell, Elisha Miller, and Lindsay Georgopoulos (Medipex)	D	Updated due to the DHSC and NHSE changes to IP Policy guidance. Addition of a Senior Responsible Officer to oversee IP management. Updated to the new Trust template
5.0	September 2026	Risk Team	A	Approved at September CGG, formatted to Trust template

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Associated Documentation:

Research Governance Policy

Research Strategy 2024-2027

YASRDSOP14 – Yorkshire Ambulance Service Intellectual Property Management and Innovation Disclosure

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Staff Summary

Intellectual Property (IP) may be created through the development of novel interventions and methods that improve patient care and/or service delivery. This may include: a novel treatment, a new diagnostic tool or device, new drug or new use of a drug or treatment, training material, toolkits, guidelines, patient resources, system of management, or software application etc.
This policy contains guidance for staff throughout the development and sharing of ideas or concepts which have potential to deliver patient and/or system benefits both within and outside of YAS.
Top tips for staff who think they have developed IP that could be useful to other organisations outside of YAS if shared appropriately (more detail at section 3.5): • Keep it secret (only share with other YAS staff on a 'need to know' basis) until you have obtained advice on protection. • Do not publish, present at conferences, or talk to anyone outside of YAS until your idea has been assessed and protected. • Contact the Research Department (yas.research@nhs.net) for help and notify your manager. • The YAS Research Department will advise on any contracts or agreements that you may need.
The Trust has responsibility to assess, develop and exploit IP, and employs the services of Medipex Ltd to support the identification and exploitation of IP.
This Policy outlines the ownership and management of IP arising from the work of employees and other individuals (including joint employees, students, and honorary contracts) and benefits sharing arrangements.
This Policy outlines the responsibility of the YAS Research Department and Senior Responsible Officer (SRO) in the protection and use of Intellectual Property in relation to the development and contracting of research projects (background, research data, and foreground IP).

1.0 Introduction

- 1.1 It is the purpose of Yorkshire Ambulance Service NHS Trust (YAS) to provide and co-ordinate safe, effective, responsive, and patient-centred out-of-hospital emergency, urgent and non-emergency care, so all our patients can have the best possible experience and outcomes. As part of the YAS vision, staff should be given the opportunity to pursue their ideas, and the Trust has a responsibility to ensure that advancements in working practices are disseminated across the Trust and, if appropriate, nationally.
- 1.2 Most innovations are best implemented by making them freely available through normal knowledge management processes when they have demonstrated a quantifiable health gain or improvement for delivering healthcare. However, the benefits of some innovations (e.g. inventions) can only be realised through commercial development, and for these the professional management of associated intellectual property (IP) is especially crucial.
- 1.3 For those innovations that are not suitable for commercialisation, but that may have potential benefits if successfully implemented, IP protection is still important (i) to reduce misuse of the innovation and inadvertent reputational risk and (ii) to ensure the Trust is recognised for its innovation activities. The Trust will assess, develop, protect and

disseminate/exploit Intellectual Property (IP) in conjunction with a healthcare innovation hub (Medipex Ltd.) that was set up to help manage NHS IP.

1.4 IP may be know-how, data sets, or clinical tools (e.g. questionnaires). IP may be a new (or improvement to), treatment, diagnostic tool or device, drug (or new use of a drug or treatment), training material, information resource, a product, system of management or software application, including any artificial intelligence product, which could require protection using copyright, trademarks or patents. Any new idea has an owner and can be bought, sold, or licensed and therefore must be adequately protected. The owner of IP can control its use and be rewarded for it. IP may be developed through many routes, including service-driven need or through funded research projects.

1.4.1 IP may be protected by the following rights:

- Patent (applies to inventions e.g. new devices, materials, recipes, and software that exerts a 'technical effect')
- Copyright (applies to literary and artistic works e.g. written documents, videos, images, websites, and software code)
- Design rights (applies to designs and design drawings)
- Trademarks (applies to the distinctive 'brand' of a product or service e.g. name or logo)
- Know-how (applies to trade secrets e.g. novel recipes or methods).

1.4.2 For an innovation to be developed commercially, IP needs to be professionally managed, and it is agreed that Medipex (www.medipex.co.uk) will provide this service for the Trust.

2.0 Purpose/Scope

2.1 This policy explains how YAS identifies, manages, protects and exploits IP, and sets out the rules of ownership and the granting of rights relating to IP arising from the work of employees and certain other individuals who are working with, or for, YAS (as outlined in Section 3.6). For the purposes of this policy the term 'employee' will encompass all relevant individuals outlined in Section 3.6. It aims to maintain a balance between the legitimate needs of the Trust to protect its interests and the provision of a creative working environment for staff.

2.2 This process may include publishing the IP in the public domain or exploiting it through commercial channels in order to potentially acquire monetary gain.

2.3 In order to ensure the benefits of these innovations are maximised, this policy gives details regarding the ownership and required protection in relation to IP.

2.4 This policy has the following objectives:

- To ensure that useful innovations are identified, appropriately protected, developed, and disseminated.
- To ensure all IP has ownership established.
- To confirm the arrangements regarding IP, including those involving Medipex.
- To ensure that, where appropriate, IP is fully exploited to achieve maximum patient and staff benefit.
- To ensure that, where applicable, all monetary gains are divided appropriately between the Trust and the inventor.
- Encourage innovation by employees and other affiliated staff and students.

- Increase awareness and understanding of IP issues by Trust employee.
- To prevent unauthorised use of third-party IP that could result in reputational and financial damages to YAS.
- To ensure that good practice guidance and legal frameworks related to IP are complied with.

3.0 Process

3.1 Ownership of Intellectual Property

- 3.1.1 YAS (the Trust) is committed to ensuring a balance between the legitimate needs of the Trust to protect its interests and the provision of a creative working environment for staff members.
- 3.1.2 In order to maintain this balance, and in line with the NHS strategy for exploitation and commercialisation of IP, the Trust employs the services of Medipex Ltd (the local healthcare Innovation Hub) to exploit IP in conjunction with, and on behalf of, the Trust.
- 3.1.3 Through this contract, if a Trust employee wishes Medipex to advise or undertake commercialisation of IP for which they are the inventor, it is done on the understanding that Medipex is acting on behalf of Trust and in line with the Trust policy.
- 3.1.4 Under UK law (The Patents Act 1977 and The Copyright, Designs and Patent Act 1988), IP created by an individual during the course of his/her normal employment duties, or training arising out of his/her employment, belongs to their employer (the Trust) and any benefits accrued from such work will belong to the Trust. Where the IP created by a YAS employee is not specifically commissioned by YAS, and is not part of usual staff duties, YAS will share benefits with the inventor as outlined in Section 3.4 - Management of IP and Equity Division.
- 3.1.5 In certain circumstances, however, the Trust may decide not to take up its rights to the intellectual property, in which case the intellectual property rights of ownership may be assigned to the inventing employee(s) who would then take up responsibility for protection and commercialisation; in these cases Medipex may, with the explicit agreement of the Trust, continue to advise the inventor(s) however the Trust will likely require some share of any financial benefits in return for such agreement, the percentage to be agreed on a case by case basis.
- 3.1.6 Should an employee leave the Trust and move to another organisation, the Trust may agree (but shall not be obligated) to grant a license or assign ownership of any IP created by that employee to their new employing organisation if the interests of IP development are best served by any such agreement.

3.2 Protection of Intellectual Property

- 3.2.1 IP can be protected by legal rights as outlined in 1.4.1. Acquiring such rights can be costly and is only the initial step. Little or no benefit will accrue from protecting IP unless it is then developed and commercialised.

3.3 Exploitation of Intellectual Property

- 3.3.1 Exploitation of IP involves both costs and risks. Consequently, it will by no means always be appropriate or cost effective to seek to protect and exploit potential IP.
- 3.3.2 In cases where partnering with or licensing/assigning to third parties may be the most appropriate option, Medipex Ltd will undertake the negotiations on behalf of the inventor and the Trust.
- 3.3.3 In some instances, the IP may be an example of “best practice” that could be shared with other Trusts and Medipex can help to determine the most efficient route and put in place any necessary agreements if appropriate.
- 3.3.4 Exploitation of the Trust IP will be the responsibility of the relevant Directorate and Corporate Functions, in conjunction with the YAS Research Department and the Senior Responsible Officer (SRO), who will retain management responsibility for IP generated by Trust staff.
- 3.3.5 All developments of IP should be channelled through Medipex Ltd who have a contract to manage the Trust IP rights. They will assess the potential of the IP and advise whether or not it is worth protecting and exploiting.

3.4 Management of Intellectual Property and Equity Division

- 3.4.1 If the Trust chooses to protect and exploit IP rights then, where development of innovations is not part of the employee’s usual duties or job description, it is appropriate that members of staff who have developed the IP should have a share in any benefits e.g. through a royalty income.
- 3.4.2 Where it is part of a staff member’s role to innovate or where the innovation has been specifically requested by the Trust, the Trust shall not be under any obligation to share any benefits with any members of staff that created the IP. This is most likely to apply in technical (e.g. software development) or training roles.
- 3.4.3 Where the IP income is shared between the Trust and the employee, the net benefits to the Trust (after deductions of any costs due to the Trust or any other party (e.g. Medipex in accordance with section 3.4.7) related to protection and commercialisation of the IP) will be split as follows:
 - 40% for the inventor (or to share between inventors)
 - 60% for the Trust; to be divided equally between the YAS Research Department and inventor’s Directorate(s)
- 3.4.4 In the event that a spin-out company is formed for the purposes of exploiting the IP, then the Trust and inventor(s) shall discuss and agree on any equity and revenue share due to the inventor(s) and any third parties.
- 3.4.5 Inventors will continue to receive their share of any agreed benefit when they retire or are otherwise no longer employees of the Trust until their death or cessation/expiry/termination of the benefits from the IP, whichever is sooner.
- 3.4.6 Public funders, such as the National Institute for Health and Care Research (NIHR), have a responsibility to ensure that IP created through their funding has the best chance of

realising benefits for the funder, NHS, and the public. Within standard NIHR contracts, the IP rights for the project should be vested in the contractor (host of the NIHR research funding) but certain rights to the newly created IP may be granted to collaborators. Other funders may suggest an alternative arrangement, e.g. each party owns what it creates. The contractor should describe arrangements for the use of Background IP (that is IP created outside of the funded project), and the ownership and licencing of any rights to the newly created (Foreground) IP, in formal collaboration agreements with all research partners. Trust employees must seek support from the YAS Research Department if they are involved in, or leading on, any such project and the Trust may enlist the help of Medipex to draft and review/negotiate any necessary collaboration agreements.

- 3.4.7 If IP arose from research which was funded by an external non-NHS or University agency, whose policy on the commercialisation of IP was different from the Trust and which formed part of the research contract, then the distribution of financial benefit would be negotiated by Medipex on behalf of the Trust with the funding body.
- 3.4.8 Under the terms on which the Trust has engaged Medipex Ltd to lead or assist with the exploitation of IP, an annual membership will be levied on the Trust, and a proportion of any income generated may be retained by Medipex Ltd in accordance with the service level agreement between the Trust and Medipex.
- 3.4.9 Ongoing oversight and management of commercial return from IP is the responsibility of the SRO.

3.5 Guidance for Staff

- 3.5.1 If an employee develops an idea or concept that may have commercial potential or that may be useful to other organisations, they must report this to their Director or Senior Manager, who should contact the YAS Research Department at the earliest opportunity. This must occur before any disclosure of the idea to any party outside the Trust, either orally or in writing.
- 3.5.2 Examples of ideas or concepts include the development of new techniques, devices, diagnostic methods, software, toolkits, guidelines, information resources, pharmaceutical products, formulae, and writings.
- 3.5.3 IP protection requires expert knowledge, and advice is needed at the earliest stages. If an employee thinks they have an item of intellectual property there are a few simple guidelines which will help maximise the chances of being able to protect it: -
 - 3.5.3.1 Keep it secret and resist pressure to announce or publish details until the matter has been discussed with either the YAS Research Department or Medipex Ltd. Public disclosure (other than under explicit terms of confidentiality) would restrict the ability to protect the IP (for example it would mean that protection via patent or trade secret are not possible), and thus severely diminish the potential commercial value (as well as the benefits accruing to the Trust and the originator), and may prejudice negotiations of commercial arrangements.
 - 3.5.3.2 Record your idea by completing an innovation disclosure form (found in appendix 1 or it can be requested from the YAS Research & Development team at

yas.research@nhs.net), which will enable you to access support from the YAS Research Department and Medipex Ltd.

- 3.5.3.3 Confidentiality Agreements must be used whenever information that is considered to have commercial potential and is not already in the public domain is shared with another party. A confidentiality agreement is a legal document, binding the signed parties to hold in confidence any information pertaining to the field described within the agreement. The rights of the Trust (and by extension the interest of the inventor) are thus protected. These can be obtained from Medipex Ltd.
- 3.5.3.4 Avoid demonstration of prototypes outside of the trust or giving away or selling samples.
- 3.5.3.5 Don't involve external organisations or companies in testing or prototyping without a written agreement together with confidentiality agreement being in place. These agreements must be reviewed by the YAS Research Department and Medipex Ltd prior to signature.
- 3.5.3.6 Don't sign any contracts or agreements until they have been reviewed by the YAS Research Department with the support of Medipex Ltd. and it has been confirmed who is authorised to sign such agreements.
- 3.5.4 If any employee of the Trust makes (or intends to make) a significant contribution to the development of a third party's IP (e.g. through working on a collaborative research project or following an approach by a company representative) then the YAS Research Department should be informed so that they can ensure the Trust's rights to recognition and reward are secured. Such input may include intellectual input (e.g. design/functionality/mechanism suggestions) or valuable resources (such as time/knowledge/equipment).
- 3.5.5 Employees must not use, copy, adapt, share or otherwise exploit any third-party intellectual property (including but not limited to text, images, software, databases, logos, training materials, research tools or clinical content) unless the Trust has first obtained appropriate permission, licence or other written authorisation from the rights holder. Unauthorised use of third-party intellectual property may amount to infringement and expose the Trust and individuals to legal, financial, and reputational risk. Staff who are unsure whether material involves third party intellectual property, or whether appropriate rights have been secured, must seek advice from the YAS Research Department or Medipex Ltd before using such material in any Trust activity, including research, innovation, teaching, publications, presentations, or service development.
- 3.5.6 In the event of any dispute about the interpretation of this policy, Trust employees have recourse to the Trust Issue Resolution (Grievance) Policy to resolve the dispute.
- 3.6 Joint Employees, Seconded, Trainees and Honorary Positions
 - 3.6.1 Where employees have joint contracts with other organisations, for example universities, a partnership agreement on intellectual property issues will need to be developed with each such organisation. Similarly, these partnership agreements will need to cover situations in which the NHS would be considered a secondary employer, or where more than one member of staff is involved.

- 3.6.2 In general, the organisation with the main employment contract will be responsible for protecting the property rights and for any dissemination/commercialisation. Agreement will need to be reached as to the way the costs and benefits will be apportioned between the two organisations. These working arrangements may differ with each particular organisation.
- 3.6.3 Where an individual has an honorary contract with YAS, management of any IP generated will be governed by the IP policy of their substantive employer, unless any relevant external funding agreements dictate otherwise, in which case an agreement will be put in place between the substantive employer and YAS.
- 3.6.4 Where an individual is the subject of a secondment (either into, or out of, YAS) then clauses around IP ownership and rights must be included as part of a secondment agreement between the organisations and individuals involved.
- 3.6.5 Where a student is on placement with YAS, then clauses around IP ownership and rights must be included as part of the placement agreement between the organisations and individuals involved.

4.0 Training expectations for staff

- 4.1 Training in IP is available to Trust staff via Medipex Ltd. Staff wishing to attend this training should contact the YAS Research Department to find out about available courses.

5.0 Implementation Plan

- 5.1 The latest approved version of this Policy will be posted on the Trust Intranet site for all members of staff to view. New members of staff will be signposted to how to find and access this guidance during Trust Induction. Any further amendment to this policy that may effect change will be addressed in the same manner.

6.0 Monitoring compliance with this Policy

- 6.1 Monitoring of this policy will be the responsibility of the SRO who will report to Clinical Governance Group. The SRO will receive reports and audits from the YAS Research Department to inform and assure the trust. Reports and audits will be produced at least annually.
- 6.2 Non-compliance with this Policy may result in lost revenue or reputational damage for the Trust.
- 6.3 The YAS Research Department with the assistance of Medipex Ltd will, from time to time, arrange for an audit of Trust activity to identify IP of potential commercial value. Staff are required to co-operate fully with this activity.
- 6.4 A Register of IP will be maintained by the YAS Research Department on behalf of the SRO, and this will be made available to the auditors, as required.
- 6.5 This policy is to be reviewed and approved annually by the Trust Clinical Governance Group or earlier as and if required.

7.0 References

- 7.1 **Intellectual Property (IP) guidance for the NHS in England** (Department of Health and Social Care, 18/11/2025) <https://www.gov.uk/government/publications/intellectual-property-ip-guidance-for-the-nhs-in-england/intellectual-property-ip-guidance-for-the-nhs-in-england>
- 7.2 **NIHR IP policy and guidance for determining NIHR revenue share arrangements** (NIHR 01/10/2025) <https://www.nihr.ac.uk/about-us/who-we-are/policies-and-guidelines/ip-policy-guidance-determining-revenue-share>
- 7.3 **Intellectual Property and Commercialisation Guidance version 3** (NIHR, 23/03/2021, updated November 2024) <https://www.nihr.ac.uk/about-us/who-we-are/policies-and-guidelines/intellectual-property-and-commercialisation-guidance>

8.0 Definitions

- 8.1 Key terms used within the document should be explained here in a table, to provide clarity and aid understanding of any terminology used.

Intellectual Property	IP may be know-how, data sets, a novel treatment, a new diagnostic tool or device, new drug or new use of a drug or treatment, training material, or a new system of management or software application. The NIHR defines IP as all patents, rights to inventions, copyright and related rights, trademarks and trade names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
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9.0 Roles & Responsibilities

- 9.1 The details for Medipex Ltd can be found at www.medipex.co.uk where there is a list of services provided to the NHS <https://www.medipex.co.uk/services/support-at-every-stage/>.
- 9.2 It is the responsibility of the Head of Research in their capacity as SRO to ensure that this Policy, supporting Standard Operating Procedures and associated documentation are up to date. It is the responsibility of the SRO to decide, informed by commercial potential, on exploitation of an innovation and inform the inventor of the decision. YAS staff are responsible for compliance with this Policy and the processes within.
- 9.3 The research team are responsible for managing initial innovation disclosures as described In YASRDSOP14 'Yorkshire Ambulance Service Intellectual Property Management and Innovation Disclosure Standard Operating Procedure'.

10.0 Appendices

10.1 This Policy includes the following appendices:

Appendix A – Innovation Disclosure Form

Appendix A

Innovation Disclosure Form (IDF)

Name:	
Job Title:	
Date of Disclosure:	
Submitted to:	

This form is a tool to be able to have discussions with Innovation Scouts within YAS about your innovation (Innovation = new idea / new method / new service or product / more effective device / more effective product / more effective service / adoption of method/product/idea from another service). This will help us to understand the potential outcomes from your innovation.

What problem does it solve? How widespread is the problem?

What is your idea/invention and what does it do? Please describe it avoiding the use of any technical jargon
What is the problem you are trying to solve & is this an NHS wide problem? Please provide any facts and figures (with reference) where possible to demonstrate the problem and widespread nature.
What existing technology/service is used and how does your idea/invention improve on this? Have you checked to see whether there are already available products/solutions to meet this need? Is there anything similar? In which case please provide product and manufacturer details (web links and anything else useful for us to compare).
Proposed benefits: Why would someone choose the new invention over existing solutions? E.g. is it cost saving, time saving, easier to use, does it improve patient care etc.?

Brief description of your idea

Current Development Status: What stage is the invention at? Are there prototypes available? What level of further development is required? <i>We need to establish if it is realistic and technically feasible.</i>
Have you trialled the idea within your Trust? Has baseline data been collected before and after the idea was introduced to measure the benefit? If the idea is very early stage how easy will it be used to collect the before and after data? <i>This is really important information to help persuade companies to license the idea, others to buy it or Finance Directors from other NHS Organisations to look at it. What evidence would be collected to support its use / adoption?</i>
Are you/is the inventor willing to help continue the development process? Yes / No

What stage of development has the innovation reached?

Whose original idea was it and who did they work for at the time?
Can you identify a date when your idea was conceived? Is this documented (even by an email trail)? Please give details:
Has anyone else had input into the idea and its development? If so please name them and their organisation (even if within your organisation) and their contribution
Have you spoken of your idea to anyone outside the Trust? If so, whom: This can include speaking at conferences through to an informal chat with a neighbour. Was there a confidentiality agreement (a CDA, also known as a non-disclosure agreement) in place?
Was the idea conceived under a specific project (e.g. Trust, NIHR or CCG funded project)? If yes, please give details of project title, number, sponsor, collaborators, etc, as well as the contact details for who holds the signed research contract:
Might any other body or company have rights in the idea or invention through contract, funding, or any other implication?

Some funding bodies will have clauses about Intellectual Property ownership so it is important to identify this as soon as possible.

List any publications (or planned publications) with dates:

Please also include any details of poster or oral presentations or submitted abstracts

Has any registered patent, design right or trademark protection been applied for?

If yes, please give details: