[Insert Researcher’s full name]

[Insert Researcher’s home address]

[Insert date]

Dear [insert name of Researcher],

Terms of your enrolment and participation on the “Innovation to Market” course (the “I2M Course”)

As you know, London Business School (“LBS”) is launching the new I2M Course which aims to build well-balanced teams around technologies ripe for commercialisation. The I2M Course will run from [1 September 2021] until [31 March 2022] and LBS has recruited around 20 researchers, including you, and around 40 MBA students to create teams that develop (and maybe begin to execute on) a lean commercial strategy for that technology.

Accordingly, I am writing on behalf of LBS to request your personal agreement to the following terms (the “Terms”) that will apply to your participation on the I2M Course.

These Terms are a formal undertaking that sets out our respective commitments in relation to the I2M Course and it is therefore important that you read them carefully. Your agreement to these Terms will be in return for LBS permitting you to participate on the I2M Course.

The Terms to which LBS requests your agreement, are as follows:

1. *Start and End Dates.* Your commitments under these Terms will start on [1 September 2021] (the “Start Date”) and will continue until [31 March 2022] (the “End Date”).
2. *Attendance and participation.* You will be expected to attend all sessions of the I2M Course that are included in the timetable attached as Schedule 1 to these Terms and to participate fully and collaboratively at such sessions (the “I2M Sessions”).
3. *Hours.* In order to participate fully in the I2M Sessions, you will also be required to devote sufficient time to your preparation for the I2M Sessions, and any related presentations, although LBS acknowledges that you have other commitments and that your preparation for the I2M Sessions will be subject to those commitments.
4. *Provision of the Technology.* You are being admitted on the I2M Course on the expectation that you have developed the technology or business idea that is described in Schedule 2 – Part A (the “Technology”), that you would like to commercialise the Technology, and that you will engage in discussions during the I2M Couse about the best way to develop and commercialise it. Accordingly, you will, for the duration of the I2M Course, provide to the participants of the I2M Course (the “Participants”) access to the Technology.
5. *Certificate.* At the end of the I2M Course, LBS will provide you with a certificate of attendance of the I2M Course.
6. *Existing intellectual property.* It is important to know who owns the Intellectual Property in the Technology. For the purposes of these Terms, “Intellectual Property” includes, without limitation, copyright, database rights, design rights, patents, utility models, and applications for, and the right to apply for any of the foregoing items. Accordingly, by signing these Terms, you confirm that, as far as you are aware, the position on the ownership of the Intellectual Property in the Technology is as described in Schedule 2 – Part B is. LBS also agrees that nothing in these Terms shall affect the ownership of any Intellectual Property which you (a) already own; (b) generate before the Start Date or independently of the I2M Course; and/or (c) which you make available to the Participants for the purposes of the I2M Course.
7. *Future intellectual property*. As part of the I2M Course, you will be introduced to MBA students who may wish to discuss with you potential business opportunities relating to the Technology. You and they will be invited to enter into an intellectual property ownership and confidentiality agreement (the “IP Agreement”). It is anticipated that the IP Agreement will be substantially in the form attached as Schedule 3 and that you will own all Intellectual Property in any ideas generated, work done, results produced and inventions made under that agreement in relation to the Technology (the “Results”). While LBS has no control over you and them signing such an agreement, LBS agrees that you will not be required to disclose the Technology to any MBA student who has not signed an IP Agreement.
8. *Confidential information.* For the purposes of these Terms, the term “Confidential Information” (a) any and all information relating to any intellectual property that belongs to either of us or to any other Participant (whether in written, graphic, or oral form or in the form of samples or materials, including without limitation know-how, technical data, trade secrets and all Results); and (b) any other information which either of us indicate to the other as confidential or which might reasonably be anticipated to regard or treat as confidential.
9. *Confidentiality obligations.* Each of us agrees to keep the other party’s Confidential Information confidential and not to directly or indirectly disclose it or make it available to any third party. Each of us also agrees not to use any Confidential Information of the other party for any commercial or non-commercial purpose, except as and to the extent necessary for the purposes of the I2M Course.
10. *Termination.* LBS may terminate these Terms with immediate effect by giving written notice to you if LBS considers you are no longer actively engaging in the I2M. In addition, either of us may terminate these Terms at any time by giving 30 days’ notice in writing to the other.
11. *Liability.* The liability of each of us to the other in relation to negligence or breach of contract shall be limited to £1,000.

Please consider these Terms carefully. If you are in agreement with these Terms, please confirm your understanding and acceptance of them by signing and returning the attached copy of this letter to LBS at the above address at your earliest convenience[[1]](#footnote-1).

Please keep your copy of these Terms in a safe place, so that you can refer to them as required at a later date.

Yours sincerely,

|  |  |  |
| --- | --- | --- |
| For and on behalf of London Business School  |  | I confirm that I have read, understood, and accept these Terms |
|  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |

**Schedule 1**

**Timetable for the I2M Course**

* **[**In the Autumn term, we meet (hopefully physically) at LBS every other Friday morning for breakfast (maybe with guest speaker) and a formal morning case-based session on one aspect of commercialisation (eat, social, sit beside and work together).
* Maybe drinks the evening before for those who travel.
* Over the Spring term the teams work together with regular (maybe evening, maybe virtual) mentoring sessions, a few workshops and or talk by tech investors/entrepreneurs.
* At the end of the Spring term, each team presents their projects to a panel of investors and industry experts.]

**Schedule 2**

**Part A - The Technology**

[Insert description of the Technology]

**Part B – Position on the ownership of the Intellectual Property in the Technology**

[Please insert a description on the position on the ownership of the Intellectual Property in the Technology. In that description, please address as many of the following points as you can and/or may be applicable:

* Do you, as far as you are aware, own all Intellectual Property in the Technology?
* Does the university you are employed by or work have any rights to the Technology?
* Did you generate the any of the Intellectual Property in the Technology as part of your employment at a university?
* Have you used any Confidential Information of the university when generating the Technology?
* Did you have to sign an IP or confidentiality agreement as part of your enrolment on your PhD course or as part of your employment as a Post Doc?

Please also confirm that if, following the end of the I2M Course, you make any concrete plans to commercialise any Results (e.g. plans to form a spin-out company), you will contact your Technology Transfer Office or equivalent to initiate any discussions that might be necessary for your university to grant any/all necessary rights to commercialise the Technology.]

**Schedule 3**

**Intellectual property and confidentiality agreement**

[Insert final version of the agreement]

1. It is your decision whether to sign these Terms. The MBA students you will be working with will be getting academic credit for their participation on the I2M Course and so they will need access to the Technology. Accordingly, your enrolment on the I2M Course is conditional on you signing these Terms. [↑](#footnote-ref-1)