



Department of Health & Social Care

Freedom of Information Team
Department of Health and Social Care
39 Victoria Street
London SW1H 0EU

www.gov.uk/dhsc

Rachel McCormick

By email to: request-878484-45a32ca7@whatdotheyknow.com

4 August 2022

Dear Ms McCormick,

Freedom of Information Request Reference FOI-1411923

Thank you for your request dated 14 July to the Department of Health and Social Care (DHSC), a copy of which can be found in the accompanying annex.

Your request has been handled under the Freedom of Information Act 2000 (FOIA).

I can confirm that DHSC holds information relevant to your request. However, as the information held is in the public domain we will, under section 21 of the FOIA (information accessible to the applicant by other means), refer you to the published source.

In relation to your first four points, DHSC commissions research through the National Institute for Health and Care Research (NIHR), and has [commissioned research on COVID-19 through the NIHR](#) via multiple research calls, some in partnership with UK Research and Innovation (UKRI). Where NIHR is co-funder, some COVID-19 grants have been funded through NIHR funding agreements and others through separate UKRI agreements. Details of all COVID-19 awards that the NIHR has co-funded, can be found [on the NIHR website](#).

Please be aware that other government COVID-19 grants have been funded solely through UKRI and information on these grants is held by UKRI not DHSC.

Information relevant to COVID-19 grants directly funded through NIHR funding agreements is available publicly on the [NIHR open data website](#). New awards are published on the open data platform at quarterly intervals once they have successfully completed contracting.

For the fifth point, the NIHR Research Contract templates relevant to COVID-19 research grants are publicly available [on the NIHR website](#). However, "downstream intellectual property rights" is not a term recognised or defined in the NIHR Research Contract.

The NIHR Research Contract includes provisions;

- Addressing the management and use of Foreground IP, meaning intellectual property that has been developed in the course of research funded by DHSC through the NIHR; and
- Promoting DHSC's position on licensing.

The default position under the NIHR Research Contract is that the intellectual property that is generated in the course of the funded research is owned by the funding recipient, unless agreed otherwise in advance. However;

- DHSC does not expect to own the intellectual property that is generated in the course of the funded research.
- The NIHR Research Contract is not intended to promote excessive reach through. The focus is on the contribution made by DHSC (through NIHR funding) and the NIHR Research Contract, does not seek to influence the management or use of intellectual property that is developed without support from NIHR.
- The NIHR does not prescribe a preferred approach to technology transfer.

The NIHR Research Contract provides DHSC with mechanisms to ensure that any commercialisation of intellectual property generated in the course of research funded by the NIHR delivers a return for the taxpayer – NIHR funding is taxpayer funding and so it is reasonable to expect that the taxpayer sees a benefit returned from this investment of support. However, that return is characterised in the NIHR Research Contract as ‘patient benefit’.

In practice that means that the return does not necessarily equate to receiving revenue. It may be achieved in a range of ways including (for example) identified savings, product discounts for the wider NHS or the dissemination of products that make use of intellectual property generated in the course of research funded by the NIHR on a non-commercial basis.

The primary mechanism for ensuring that patient benefit is achieved is the contractual requirement for DHSC to consent to any proposed commercial use of intellectual property generated in the course of the funded research. That right to give consent is probably the closest that the NIHR Research Contract comes to seeking to influence ‘downstream intellectual property rights’ – although the right applies specifically to the use of intellectual property generated by the funded research and does not extend to other IP generated subsequently or elsewhere.

If you are not satisfied with the handling of your request, you have the right to appeal by asking for an internal review. This should be sent to freedomofinformation@dhsc.gov.uk or to the address at the top of this letter and be submitted within two months of the date of this letter.

Please remember to quote the reference number above in any future communication.

If you are not content with the outcome of your internal review, you may complain directly to the Information Commissioner’s Office (ICO). Generally, the ICO cannot make a decision unless you have already appealed our original response and received our internal review decision. You should raise your concerns with the ICO within three months of your last meaningful contact with us.

Guidance on contacting the ICO can be found at <https://ico.org.uk/global/contact-us> and information about making a complaint can be found at <https://ico.org.uk/make-a-complaint>.

Yours sincerely,

Freedom of Information Team

freedomofinformation@dhsc.gov.uk

Annex

'Dear Department of Health and Social Care,

For the following request please use these definitions:

- 'COVID-19 related research grants' are defined as any grant from the DHSC that has been given to an organisation, individual, or entity in order to develop the diagnostics, therapeutics or other health technologies that can be used to diagnose, treat, manage, predict, or prevent COVID-19. This includes vaccine manufacturing scale up support.

- 'Health technologies' are defined by the WHO as 'the application of organised knowledge and skills in the form of medicines, medical devices, vaccines, procedures and systems developed to solve a health problem and improve quality of life.'²

- 'Non-exclusive licence' is defined as a licence that grants the licensee the right to use the intellectual property, but means that the licensor remains free to exploit the same intellectual property and to allow any number of other licensees to also exploit the same intellectual property¹. Other possible terms may include sublicensable.

¹[https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.taylorwessing.com%2Fsynapse%2Fcommerical_exclusive_nonexclusive.html%23%3A~%3Atext%3DA%2520Non-](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.taylorwessing.com%2Fsynapse%2Fcommerical_exclusive_nonexclusive.html%23%3A~%3Atext%3DA%2520Non-Exclusive%2520Licence%2520grants%2Cexploit%2520the%2520same%2520intellectual%2520property&data=05%7C01%7Cdhmail%40dhsc.gov.uk%7C3e5208e281504557cce008da65806ea7%7C61278c3091a84c318c1fef4de8973a1c%7C1%7C0%7C637933899523993454%7CUnknown%7CTWFPbGZsb3d8eyJWljoimC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=v6afFWI%2FssPgQeSa8TsODLYE5K83tjHmFyt7FPM1fRs%3D&reserved=0)

[Exclusive%2520Licence%2520grants%2Cexploit%2520the%2520same%2520intellectual%2520property&data=05%7C01%7Cdhmail%40dhsc.gov.uk%7C3e5208e281504557cce008da65806ea7%7C61278c3091a84c318c1fef4de8973a1c%7C1%7C0%7C637933899523993454%7CUnknown%7CTWFPbGZsb3d8eyJWljoimC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=v6afFWI%2FssPgQeSa8TsODLYE5K83tjHmFyt7FPM1fRs%3D&reserved=0](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.taylorwessing.com%2Fsynapse%2Fcommerical_exclusive_nonexclusive.html%23%3A~%3Atext%3DA%2520Non-Exclusive%2520Licence%2520grants%2Cexploit%2520the%2520same%2520intellectual%2520property&data=05%7C01%7Cdhmail%40dhsc.gov.uk%7C3e5208e281504557cce008da65806ea7%7C61278c3091a84c318c1fef4de8973a1c%7C1%7C0%7C637933899523993454%7CUnknown%7CTWFPbGZsb3d8eyJWljoimC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=v6afFWI%2FssPgQeSa8TsODLYE5K83tjHmFyt7FPM1fRs%3D&reserved=0)

²<https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.euro.who.int%2Fen%2Fhealth-topics%2FHealth-systems%2Fhealth-technologies-and-medicines%2Fpolicy-areas%2Fhealth-technology-assessment&data=05%7C01%7Cdhmail%40dhsc.gov.uk%7C3e5208e281504557cce008da65806ea7%7C61278c3091a84c318c1fef4de8973a1c%7C1%7C0%7C637933899523993454%7CUnknown%7CTWFPbGZsb3d8eyJWljoimC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=parlbrNBSaviNf01zS3iakgWa2jsl8QJ9%2FICeV4PJkA%3D&reserved=0>

Under the Freedom of Information Act 2000, please provide me with information on the following:

START FOI

For all COVID-19 related research grants given in the period 1 January 2020-date of filing (14.07.22), please answer the following:

- 1. The title of the grant*
- 2. The amount of money given in pounds sterling*

3. The organisation the grant was made to

4. The name of the awardee

5. Whether the terms of the grant included any mention of downstream intellectual property rights, and if mentioned;

a. What this entailed, particularly if non-exclusive licences or technology transfer were mentioned.

Please provide this information in an excel spreadsheet format.

END FOI

Yours Sincerely,

Rachel McCormick