
Intellectual Property Policy

Please be aware that this printed version of the Policy may NOT be the latest version. Staff are reminded that they should always refer to the Intranet for the latest version.

Purpose of Agreement	To ensure the organisation has a fair and transparent policy for managing intellectual property generated through our business activities
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Version number	Review date	Amendment section no.	Page	Amendment made / summary
4	September 2021	2. Scope and definitions	6	2.3 – Amended to define all employees
4	September 2021	3. General Principles	6	3.2 – General principles updated to ‘best interest of the Trust’
4	September 2021	3. General Principles	6	3.5 – Updated to include the requirement to include IP clause in respective Commissioner and provider contracts.
4	September 2021	4. Ownership of Intellectual Property	7	4. Ownership of Intellectual property updated to clarify the Trust owns title.
4	September 2021	4. Ownership of Intellectual Property	9	4.4 – Updated to confirm that Trust may choose not to maintain IP rights and assign
4	September 2021	4. Ownership of Intellectual Property	9	4.6 – 4.8 Reference and description of ‘background’ and ‘foreground’ IP with explicit reference to set-out ownership of different types of IP at start of an agreement.
4	September 2021	6. Training	10	6.1 – Training updated to refer to Commercial Team
4	September 2021	7. Intellectual Property procedures		7.1.2 – 7.1.3 – Updated with consideration to the exploitation of IP and decision making to determine if to protect IP.
4	September 2021	8. Sharing of Rewards	17	8.4 / 8.5 – Reward Share updated to remove standard 20% percentage share and revised with case-by-case basis up to a maximum of 20%
4	September 2021	8. Sharing of Rewards	18	8.11 – Updated to included assignment as part of power attorney Mental Capacity Act
4	September 2021	13. Measuring Effectiveness	20	Measuring effectiveness - Monitoring tool for IPR policy updated to reflect Associate Director of commercial and annual review frequency
4	September 2021	Appendix 1	21-23	Equality Impact assessment – new template added, and assessment completed.
4	September 2021		2-23	General redrafting and formatting of policy and changes to Titles.

Review Log:

Version Number	Review Date	Ratification Process	Notes
2	March 2020	PSG approval to extend for 12 months	Agreed via PSG Chair’s action
3	February 2021	3-month extension approved	Agreed via PSG Chair’s action
4	November 2021	3-month extension provided at PSG	Agreed at PSG, policy to be represented so cover this period of time
5	November 2021 / January 2022	Initial presentation at November 2021 PSG, and represented at January 2022 Policy Steering Group	Onward approval at Clinical Executive Group

Summary of Intellectual Property Policy

This document sets out the Trust's Intellectual property (IP) Policy which governs the ownership and management of Intellectual property generated by employees in the course of an employment with the Trust or intellectual property generated by staff outside the course of their employment where substantial Trust resources have been used. The policy applies to all Trust employees.

The Trust follows government guidelines, in particular, 'The NHS as an Innovative Organisation. A Framework and Guidance on the Management of Intellectual Property in the NHS' (Department of Health 2002) to develop IP in a cost-effective way.

'Intellectual property' (IP) can be defined as the product of intellectual or creative activity in the form of novel ideas, innovation or research and development. Rights to intellectual property include patents, copyright, trademarks, design rights and knowhow.

Intellectual property rights (IPR) have potential commercial value and can be bought or sold. The Trust will decide on the possibility for an innovation to be commercialised. Criteria such as the potential market, the likelihood of success, and the scope for protection of the innovation, will be considered.

IP is owned by the Trust, and it is for the Trust to determine if they wish to protect or assign licence for its use. This will be determined on a case-by-case basis, to grant permission to other NHS partners or collaborators to have free or discounted access to the IP, where wider public interest for this is demonstrated.

If the Trust chooses to exploit its intellectual property rights for profit, then the Trust considers it appropriate that members of staff who developed the intellectual property and inventor should have a share in any income received by the Trust. The percentage share will be considered on a case by case basis. An appropriate agreement will be drafted to reflect the agreement.

Contents

Contents	4
1. INTRODUCTION	5
2. SCOPE & DEFINITIONS	5
3. GENERAL PRINCIPLES	6
4. OWNERSHIP OF INTELLECTUAL PROPERTY	6
5. ROLE AND RESPONSIBILITY	7
6. TRAINING	8
7. INTELLECTUAL PROPERTY MANAGEMENT PROCEDURES	8
7.1 Introduction	8
8. SHARING OF REWARDS	8
9. CONFIDENTIALITY	9
10. IMPLEMENTATION	10
11. DISPUTES	10
12. EQUALITY IMPACT ASSESSMENT AND MENTAL CAPACITY	10
13. MONITORING EFFECTIVENESS	10
Monitoring tool for IPR policy	11
14. REVIEW	11
15. REFERENCES	11

Intellectual Property Policy

1. INTRODUCTION

- 1.1 The NHS is an organisation that has innovation at the heart of its services. Innovation is encouraged in the interests of NHS patients and society as a whole. Innovation leads to new products, improved interventions and services for health and social care. In the NHS, innovation occurs in the delivery of patient care, in education and training of employees and in Research and Development (R&D) programmes. Innovation occurs naturally in the normal course of employment. The Trust aims to maintain a balance between the legitimate needs of the Trust to protect its interests (IP as an asset), and the provision of a creative environment for employees in which to work.
- 1.2 In September 2002 the Department of Health (DH) published new guidance ⁽¹⁾ on the management of Intellectual Property in the NHS which superseded the previous policy framework published in 1998¹. The 2002 guidance sets out how NHS organisations can contribute to the development of the NHS as an innovative organisation by capturing new technologies, such as novel treatments, devices, drugs, data, software, training materials, or management systems, and by ensuring that those inventions which can contribute towards improving the health service are appropriately developed, exploited and disseminated.
- 1.3 The Trust is required to ensure that IP arising in the organisation is managed within the 2002 Framework and Guidance. The Guidance contains model management arrangements and employment conditions which will contribute towards developing the Trust's arrangements for managing IP for the benefit of NHS organisations, its employees and patients.

2. SCOPE & DEFINITIONS

- 2.1 'Intellectual property' can be defined as the product of intellectual or creative activity in the form of novel ideas, innovation or research and development. Rights to IP include patents, copyright, trademarks, design rights and knowhow. Intellectual property rights (IPR) have potential commercial value and can be bought or sold.

Below are examples of IPR.

Category	Protection Method	Examples
Inventions	Patents	New medical device.
Literary works	Copyright	Computer software. Course or training materials.
Designs. Drawings	Design rights	Medical illustration
Brand Names	Trademarks	Trust Logo
Trade Secrets	Knowhow	Surgical technique

- 2.2 The policy is written in accordance with the Health and Social Care Act 2001 ²and the document "The

¹ <http://www.nic.nhs.uk/Pages/NHSIPGuidance.aspx>

² <http://www.legislation.gov.uk/ukpga/2001/15/contents>

NHS as an Innovative Organisation. A Framework and Guidance on the Management of Intellectual Property in the NHS.” (Department of Health 2002).

- 2.3 This policy applies to all employees of the Trust in all locations including Non-Executive Directors, temporary employees, locums and contractors
- 2.4 A central element of the NHS national guidance is that when an invention generates income, the Trust **may** choose to share this income with inventors, in return for assignment of IP to the Trust. In general, intellectual property created by an employee in the course of his/her duties is owned by the Trust.

3. GENERAL PRINCIPLES

- 3.1 **Purpose:**
The Trust sees the purpose of intellectual property development and knowledge transfer is to improve patient care, to benefit national and local economies and to bring financial gains to the Trust and the nation.
- 3.2 **Income:**
Income can be obtained from IPR through licensing, assignment, or otherwise transferred to another organisation, will be negotiated in the best interests of the Trust with the assistance of the Commercial Team or professional advisers, as necessary.
- 3.3 **Licence:**
A license allows a licensee exclusive or non-exclusive use of the intellectual property rights for a defined period and in a defined geographical area, but the ownership remains with the Trust. The license may include some form of financial consideration to the Trust such as a lump sum on signature and/or a royalty on sale of any products or services which incorporate the intellectual property rights.
- 3.4 **Assignment:**
An assignment transfers ownership, just like any form of property, with an assignment document signed by both parties. There would usually be a financial consideration, such as a lump sum on signature and/or a continuing royalty.
- 3.5 **Contracting:**
Any contracts or Service Level agreements which the Trust enters into should include an intellectual property rights clause whether or not the agreement relates to the Trust providing or commissioning services. The terms of these agreements should determine and protect ownership of IP generated within the Trust and by its employees, or with partner organisations.

4. OWNERSHIP OF INTELLECTUAL PROPERTY

- 4.1 The Trust legally owns all IP (Copyright, Designs and Patent Act 1988) arising from the delivery of patient care, the education and training of employees and research and development programmes undertaken by its employees in the course of work for Solent, unless such IP is subject to a separate written agreement UK law provides that (unless otherwise agreed) IP produced by employees in the course of their employment or normal duties belongs to the employer.
- 4.2 The Trust, on behalf of the NHS, asserts its right to ownership and use of all intellectual property generated by staff during the course of their employment, and it likewise asserts its right to ownership and use of all intellectual property generated by staff outside the course of their

employment where substantial Trust resources have been used, which will be determined on a case by case basis once the resources and utilisation are understood.

- 4.3 The Trust is however committed to sharing with the staff concerned the rewards derived from successful commercial exploitation of intellectual property which they have generated (see section 8: Sharing of rewards).
- 4.4 The Trust reserves the right, without prejudice to its legal rights, to decide not to maintain its intellectual property rights (IPR), and may assign ownership of the IP to the relevant (inventors), with their agreement, the costs of such assignment to be borne by the assignee. In such cases, the assignees may pursue and exploit the relevant IP in their own time and without utilising Trust facilities and resources. The Trust will ensure the appropriate legal arrangements for formalising this IP assignment.
- 4.5 It is recognised that some intellectual property rights may be generated during research or other third-party contracts, the terms of which may give the third party (usually the funding body in question) rights over some or all the intellectual property. Such rights are negotiated between the Trust and the funding body before the research contract in question is signed.
- 4.6 In negotiation of the allocation of IPR rights the Trust will consider three key conditions: background and foreground intellectual property, alliance scope and boundaries, and the “joint vs. sole” ownership.
- 4.7 Background intellectual property is defined as relevant intellectual property that either partner created prior to the start of the alliance. The parties should agree to define background intellectual property to include post-start intellectual property developed by a party outside the scope of the work being done under the partnership to ensure clarity on ownership and to avoid any uncertainty or disagreement between partnering organisation(s).
- 4.8 The ownership of foreground intellectual property (defined as relevant intellectual property created during an alliance) created by either party or jointly from activities undertaken with another organisation will be assigned to either of the employing organisations by agreement, unless subject to prior agreement with a third party external organisation. The proportion of IP contributed by each party will be agreed by discussion between the parties as early in the process as possible and appropriate agreement developed with each organisation.

5. **ROLE AND RESPONSIBILITY**

- 5.1 The **Chief Executive** has ultimate accountability for the strategic and operational management of the organisation, including ensuring adherence to all policies.
- 5.2 The **Clinical Executive Group** is responsible for approving this policy and ensuring that it represents best practice.
- 5.3 **Directors, Associate Directors, Line Managers and individuals involved in the innovations** are responsible for ensuring the requirements of this policy are met.
- 5.4 The **HR Department** will support this policy to ensure that all terms and conditions of employment clearly explain the requirements of individual employees in relation to Intellectual Property.

- 5.5 The **Document Sponsor (Executive Lead)** is responsible for ensuring that:
- A Document Manager (Author) has been identified to carry out regular review and revision of the Policy
- 5.6 The **Document Manager** is responsible for ensuring the following:
- That the policy is appropriately reviewed and maintained;
 - That the policy and associated forms are uploaded to and accessible on the intranet;
 - This policy is formally approved following the correct procedures;
 - That the implementation of the policy is monitored and evidenced; and
 - That the effectiveness of the document is monitored and evidenced.

6. TRAINING

- 6.1 Whilst there is no specific training identified in relation to this policy, the Trust recognise the importance of appropriate training for staff. Training will be dependent on the identified training need. All training requests should be referred to Commercial Team who will consider the request.

7. INTELLECTUAL PROPERTY MANAGEMENT PROCEDURES

7.1 Introduction

- 7.1.1 The Trust will follow government guidelines, in particular, “The NHS as an Innovative Organisation. A Framework and Guidance on the Management of Intellectual Property in the NHS.” (Department of Health 2002) (as updated from time to time) to develop intellectual property in a cost-effective way.
- 7.1.2 Exploitation of intellectual property involves both costs and risks, consequently, it may not always be appropriate or cost effective to seek to protect and exploit potential intellectual property. The Commercial Team and R&D in consultation with the innovator and other specialists where necessary, will decide on the potential for an innovation to be commercialised. Criteria such as the potential market, the likelihood of success, and the scope for protection of the innovation, will be considered.
- 7.1.3 The Associate Director of Commercial can agree, on a case-by-case basis, to grant permission to other NHS partners or collaborators to have free or discounted access to the IP, where a clear public interest is demonstrated ‘the welfare or well-being of the general public and society’ by way of public interest test.
- 7.1.4 Exploitation of the Trust’s intellectual property rights is the responsibility of the Trust Board, with management responsibility for intellectual property generated by Trust staff delegated to the Associate Commercial Director.
- 7.1.5 All employees have an obligation to report to the Associate Commercial Director the existence of any intellectual property as defined in section 2 of this policy. The Associate Commercial Director will then assist the inventor in obtaining sufficient information for the Trust to make a commercial assessment.

8. SHARING OF REWARDS

- 8.1 If the Trust chooses to exploit its intellectual property rights for profit, then the Trust considers it appropriate that members of staff who have developed the intellectual property (the ‘inventors’) should have a share in any income received from such IP by the Trust, after deduction of any reasonable expenses incurred by the Trust in achieving the income (including patent and legal expenses).

- 8.2 Inventorship will be determined at the outset and inventors will warrant that they, and only they, have contributed to the generation of the intellectual property in question. The distribution of any income or capital gain arising from the exploitation of the intellectual property between the inventors will be reached by mutual agreement.
- 8.3 Financial benefits from the exploitation of intellectual property will not accrue to members of staff who are employed by the Trust for the specific purpose of writing software, data, written work, designs and images. Consideration will be given on a case by case basis, where a member of staff is deemed to have made a contribution to the inventive step beyond that of software, data, written work, designs and images development.
- 8.4 Unless otherwise agreed at the outset, profit will be shared on commercialised patents, registered designs and copyright material.
- 8.4.1 The Inventor will receive a percentage of the profits which will be negotiated on a case by case basis between the parties considering commercial opportunity up to a maximum of 20% (as determined reasonably by the Trust).
- 8.5 If the Trust does not wish to own a certain piece of intellectual property then the Trust may choose to assign it to its employee(s). The member(s) of staff would then take up responsibility for protection and commercialisation. In such cases, the Trust may retain a residual share of the financial benefits (to be negotiated on a case-by-case basis) after deduction of any reasonable expenses incurred by the staff member in achieving the income (including patent and legal expenses).
- 8.6 The Trust and Departmental shares of income will be:
- Administered by the Finance Department;
 - Used as agreed by the Trust Board following recommendations. For that related to research this should be in accordance with the Commercial Income Policy; and
 - Reviewed on an annual basis by the Finance and Infrastructure Committee.
- 8.7 Any profit-sharing arrangement will not normally be dependent upon continuing employment with the Trust. Any share of any profits due to the inventor in relation to intellectual property exploited by the Trust will, unless otherwise agreed, continue to be paid following retirement, change of employer or redundancy.
- 8.8 The Trust will pay sums due under this policy within a reasonable time. Should the individual leave the Trust before payment is due, it is the responsibility of the individual to keep the Trust informed of their contact details.
- 8.9 It is at the discretion of the inventor to agree to share their own proportion of the income with others if appropriate.
- 8.10 In circumstances where an employee (inventor) is dismissed from the Trust and where the nature of the offence is likely to bring the Trust into disrepute, then entitlement to any future income will be forfeited.
- 8.11 The payment of any profit share to inventors cannot be seen as part of the inventor's estate and thus payments will stop on the death of the inventor, however may be assigned under power of attorney in the event the individual lacks capacity under Mental Capacity Act.

9. CONFIDENTIALITY

- 9.1 All employees must comply with confidentiality requirements of the Trust in relation to intellectual property.
- 9.2 Where non-Trust staff are involved in any intellectual property generation and development of the Trust, Trust employees must inform the management, and confidentiality agreements with non-Trust personnel must be in place where applicable and possible, and as soon as possible.
- 9.3 It is the responsibility of the employee who is involved in the generation of the intellectual property or appointed to participate in the intellectual property generation, to ensure the scientific, academic and professional development and progress of the intellectual property.

10. IMPLEMENTATION

- 10.1 It is the duty of Trust employees to inform the management of the Trust at the earliest possible opportunity of their acquiring the knowledge of any intellectual property development in which any Trust resource(s) is/are involved.
- 10.2 All heads of department must ensure that their staff are aware and familiar with this policy and where relevant induction training will make explicit reference to this policy.

11. DISPUTES

In the event of any dispute about the interpretation of this policy, Trust employees should in the first instance refer to Commercial Team to resolve the matter, should the dispute remain unresolved, the employee should refer to the Trust 'Resolution SOP'.

12. EQUALITY IMPACT ASSESSMENT AND MENTAL CAPACITY

- 12.1 An Equality Impact Assessment has been carried out assessing this policy (please see Appendix 1) and no adverse impacts have been found.
- 12.2 The policy has been assessed and meets the requirements of the Mental Capacity Act 2005.

13. MONITORING EFFECTIVENESS

- 13.1 The department of research and clinical audit, with the assistance of the commercial team will, from time to time, arrange an audit of the Trust activity to identify Intellectual Property of potential commercial value. Staff will be expected to co-operate fully with this activity.
- 13.2 A register of Intellectual Property will be maintained centrally and this will be made available to auditors as required. All staff are reminded of the need to comply with the NHS Standards of Business Conduct and Trust policies related to Declaration of Interest.

Monitoring tool for IPR policy

Standard	Process for Monitoring compliance	Evidence to support compliance	Frequency	Responsibility of	Committee
Joint contract with other organisations, including research, will need to develop partnership agreement clearly stating the ownership of any IP.	Commercial will review contracts related to their areas as required for IP potential.	Contractual agreements involving IP will be held centrally by the Associate Commercial Director	Annual update provided to Commercial Group	Associate Commercial Director	Finance and Infrastructure Committee
Employment Terms and Conditions contain specific section related to IP	Will be part of standard employment contract template	People Services to confirm change to contract template	Annual update as required People Group	Associate Director for People services	People Committee
Trust maintains a register of all IP owned by the Trust	Form part of contract review process internally	Register to be maintained by Commercial Team	Annually update to Commercial Group	Associate Commercial Director	Finance and Infrastructure Committee

14. REVIEW

- 14.1 This document may be reviewed at any time at the request of either staff side or management but will automatically be reviewed two years from initial approval and thereafter on a biennial basis unless organisational changes, legislation, guidance or non-compliance prompt an earlier review.

15. REFERENCES

1. Department of Health (2002) The NHS as an Innovative Organisation. A Framework and Guidance on the Management of Intellectual Property in the NHS. Accessed from: <http://www.nic.nhs.uk/Pages/NHSIPGuidance.aspx>
2. Department of Health (2001) The Health and Social Care Act. Accessed from: <http://www.legislation.gov.uk/ukpga/2001/15/contents>.

Appendix 1 - Equality Analysis and Equality Impact Assessment

Equality Analysis is a way of considering the potential impact on different groups protected from discrimination by the Equality Act 2010. It is a legal requirement that places a duty on public sector organisations (The Public Sector Equality Duty) to integrate consideration of Equality, Diversity and Inclusion into their day-to-day business. The Equality Duty has 3 aims, it requires public bodies to have due regard to the need to:

- **eliminate unlawful discrimination**, harassment, victimisation and other conduct prohibited by the Equality Act of 2010;
- **advance equality of opportunity** between people who share a protected characteristic and people who do not;
- **foster good relations** between people who share a protected characteristic and people who do not.

Equality Impact Assessment (EIA) is a tool for examining the main functions and policies of an organisation to see whether they have the potential to affect people differently. Their purpose is to identify and address existing or potential inequalities, resulting from policy and practice development. Ideally, EIAs should cover all the strands of diversity and Inclusion. It will help us better understand its functions and the way decisions are made by:

- **considering the current situation**
- **deciding the aims and intended outcomes of a function or policy**
- **considering what evidence there is to support the decision and identifying any gaps**
- **ensuring it is an informed decision**

Equality Impact Assessment (EIA)

Step 1: Scoping and Identifying the Aims	
Service Line / Department	Corporate – Commercial Team
Title of Change:	Intellectual Property policy review.
What are you completing this EIA for? (Please select):	Policy <i>(If other please specify here)</i>
What are the main aims / objectives of the changes	Review of policy to ensure that it is consistent with DoH guidance on the treatment of Intellectual Policy, consistent and fair.

Step 2: Assessing the Impact

Please use the drop-down feature to detail any positive or negative impacts of this document /policy on patients in the drop-down box below. If there is no impact, please select “not applicable”:

Protected Characteristic	Positive Impact(s)	Negative Impact(s)	Not applicable	Action to address negative impact: <i>(e.g. adjustment to the policy)</i>
Sex			x	
Gender reassignment			x	
Disability			x	
Age			x	
Sexual Orientation			x	
Pregnancy and maternity			x	
Marriage and civil partnership			x	
Religion or belief			x	
Race			x	

If you answer yes to any of the following, you MUST complete the evidence column explaining what information you have considered which has led you to reach this decision.

Assessment Questions	Yes / No	Please document evidence / any mitigations

In consideration of your document development, did you consult with others, for example, external organisations, service users, carers or other voluntary sector groups?)	Yes	Internal Corporate Teams. The Policy relates to all staff, who may in the course of their work within the Trust, develop Intellectual Property.
Have you taken into consideration any regulations, professional standards?	Yes	Yes – Department of Health (2002) The NHS as an Innovative Organisation. A Framework and Guidance on the Management of Intellectual Property in the NHS. Accessed from: http://www.nic.nhs.uk/Pages/NHSIPGuidance.aspx

Step 3: Review, Risk and Action Plans

How would you rate the overall level of impact / risk to the organisation if no action taken?	Low	Medium	High
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
What action needs to be taken to reduce or eliminate the negative impact?	N/A		
Who will be responsible for monitoring and regular review of the document / policy?	Debbie James – Associate Director of Commercial.		

Step 4: Authorisation and sign off

I am satisfied that all available evidence has been accurately assessed for any potential impact on patients and groups with protected characteristics in the scope of this project / change / policy / procedure / practice / activity. Mitigation, where appropriate has been identified and dealt with accordingly.

Equality Assessor:	Jane Warren – Head of Commercial Planning and Strategy	Date:	28 th September 2021
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Additional guidance

Protected characteristic	Who to Consider	Example issues to consider	Further guidance
1. Disability	A person has a disability if they have a physical or mental impairment which has a substantial and long term effect on that person's ability to carry out normal day today activities. Includes mobility, sight, speech and language, mental health, HIV, multiple sclerosis, cancer	<ul style="list-style-type: none"> • Accessibility • Communication formats (visual & auditory) • Reasonable adjustments. • Vulnerable to harassment and hate crime. 	Further guidance can be sought from: Solent Disability Resource Group
2. Sex	A man or woman	<ul style="list-style-type: none"> • Caring responsibilities • Domestic Violence • Equal pay • Under (over) representation 	Further guidance can be sought from: Solent HR Team
3 Race	Refers to an individual or group of people defined by their race, colour, and nationality (including citizenship) ethnic or national origins.	<ul style="list-style-type: none"> • Communication • Language • Cultural traditions • Customs • Harassment and hate crime • "Romany Gypsies and Irish Travellers", are protected from discrimination under the 'Race' protected characteristic 	Further guidance can be sought from: BAME Resource Group
4 Age	Refers to a person belonging to a particular age range of ages (eg, 18-30 year olds) Equality Act legislation defines age as 18 years and above	<ul style="list-style-type: none"> • Assumptions based on the age range • Capabilities & experience • Access to services technology skills/knowledge 	Further guidance can be sought from: Solent HR Team
5 Gender Reassignment	" The expression of gender characteristics that are not stereotypically associated with ones sex at birth" World Professional Association Transgender Health 2011	<ul style="list-style-type: none"> • Tran's people should be accommodated according to their presentation, the way they dress, the name or pronouns that they currently use. 	Further guidance can be sought from: Solent LGBT+ Resource Group
6 Sexual Orientation	Whether a person's attraction is towards their own sex, the opposite sex or both sexes.	<ul style="list-style-type: none"> • Lifestyle • Family • Partners • Vulnerable to harassment and hate crime 	Further guidance can be sought from: Solent LGBT+ Resource Group
7 Religion and/or belief	Religion has the meaning usually given to it but belief includes religious and philosophical beliefs, including lack of belief (e.g Atheism). Generally, a belief should affect your life choices or the way you live for it to be included in the definition. (Excludes political beliefs)	<ul style="list-style-type: none"> • Disrespect and lack of awareness • Religious significance dates/events • Space for worship or reflection 	Further guidance can be sought from: Solent Multi-Faith Resource Group Solent Chaplain
8 Marriage	Marriage has the same effect in relation to same sex couples as it has in relation to opposite sex couples under English law.	<ul style="list-style-type: none"> • Pensions • Childcare • Flexible working • Adoption leave 	Further guidance can be sought from: Solent HR Team
9 Pregnancy and Maternity	Pregnancy is the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth and is linked to maternity leave in the employment context. In non-work context, protection against maternity discrimination is for 26 weeks after giving birth.	<ul style="list-style-type: none"> • Employment rights during pregnancy and post pregnancy • Treating a woman unfavourably because she is breastfeeding • Childcare responsibilities • Flexibility 	Further guidance can be sought from: Solent HR team