

Intellectual Property (“IP”) Policy

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1. Introduction

What is IP?

- 1.1. IP is something that you create using your mind (e.g. a story, an invention, an artistic work or a symbol).¹
- 1.2. IPRs are legal rights which enable the owners of IP to control and benefit from the use of their IP, usually for a prescribed period of time. The type of IPR depends upon the form of IP. Whilst some IPRs arise automatically upon creation of a work (e.g. copyright), others are only granted following successful registration (e.g. a patent). Any subsequent reference to IP in this Policy means IP and any IPRs therein.
- 1.3. During the course of their programme of study, employment and/or appointment at the University, it is likely that Students and Employees will create, make and/or develop IP.
- 1.4. As a general rule, a Creator usually owns any IP in their work, unless:
 - 1.4.1. the IP was made during the course of their employment;
 - 1.4.2. there is an agreement to the contrary; or
 - 1.4.3. any other exception applies (as set out at paragraphs 3.1 to 3.3).
- 1.5. Like any form of property, IP may have commercial value and can be traded. The IP owner could, for example, authorise (i.e. license) another party to use their IP for a particular purpose, sell or otherwise transfer (i.e. assign) IP to another party.
- 1.6. The University, Students and Employees must respect, and avoid infringing, IP rights belonging to others.

Purpose

- 1.7. This Policy provides a framework for the identification, ownership, protection and commercialisation of IP created, made and/or developed by Students and/or Employees.

Aims

- 1.8. The University aims to:
 - 1.8.1. foster an IP-aware and enterprising culture;
 - 1.8.2. identify, protect and commercialise IP in a timely manner (where appropriate);
 - 1.8.3. recognise Creators and share with them the rewards derived from the successful commercialisation of IP; and
 - 1.8.4. strike a balance between the often competing interests of Creator(s), the University and the wider public.

¹ Intellectual Property Office, ‘*Intellectual property: an overview*’, <https://www.gov.uk/intellectual-property-an-overview>.

Scope

- 1.9. This Policy applies to all Students and Employees, including any person who was (when the relevant IP was created, made and/or developed), but is not currently, a Student and/or an Employee.
- 1.10. For the purposes of this Policy, all work created, made and/or developed by Students and/or Employees is considered as potentially generating IP.
- 1.11. This policy is effective from 1 August 2021.

Appendices

- 1.12. The following are set out as appendices to this Policy:
 - 1.12.1. Appendix A Commercialisation procedure;
 - 1.12.2. Appendix B Creator-led commercialisation procedure; and
 - 1.12.3. Appendix C Glossary of terms.
- 1.13. Any reference to a paragraph or section is to a paragraph or section within the main body of this Policy, unless otherwise specified.

Available support

- 1.14. In the first instance, any Student or Employee who requires support and/or assistance in relation to any issue that may arise under this Policy is encouraged to speak with their Academic Advisor or Authoriser (as appropriate) and/or the Associate Dean (Business Engagement) for their Faculty.
- 1.15. Further support is also available from:
 - 1.15.1. [Innovation Factory](#);
 - 1.15.2. [the University's Directorate of Research and Business Engagement](#);
 - 1.15.3. [The Masood Enterprise Centre](#); and
 - 1.15.4. in relation to copyright, the [Library's Copyright Guidance Service](#).

A full description of each of their activities, how they operate and contact details are available on their respective websites.

- 1.16. The following guidance is also available:
 - 1.16.1. ["Intellectual Property & Confidentiality: A Researcher's Guide"](#); and
 - 1.16.2. [channel table showing revenue-sharing](#).

2. Confidentiality, data protection and information sharing

- 2.1. The University will implement this Policy in accordance with its obligations in relation to confidentiality and data protection and consistently with the relevant University privacy notices.
- 2.2. For the purposes of implementing this Policy, the University may be required to process personal data, and, in some cases, may need to disclose it externally (including, for example, to its wholly-owned subsidiaries). The University will ensure that all personal data is processed and disclosed in accordance with individuals' data protection rights in compliance with UK data protection law.
- 2.3. The University is a public authority for the purposes of the Freedom of Information Act 2000 ("FOIA"). It is therefore under an obligation to make recorded information available to the general public wherever possible and may be required to disclose certain information relevant to this Policy. Where the University receives a written FOIA request for information, the University will consult as appropriate and apply exemptions from disclosure where applicable.

3. Ownership of IP

IP created, made and/or developed by Students

- 3.1. Any IP created, made and/or developed by a Student as part of, or in connection with, their programme of study (including any thesis or dissertation) will belong to the Student, subject to the exceptions set out in the table below:

<u>Description</u>	<u>Ownership of IP</u>
3.1.1. Where IP is created, made, developed and/or otherwise arises from a project funded by the University (including where the University has received a grant for any such project).	The IP will belong to the University. However, the University may elect whether or not it exercises its rights associated with that IP (as detailed at section 4)
3.1.2. Where the Student assigns IP to the University.	
3.1.3. Where a Student creates, makes and/or develops IP outside their programme of study with more than incidental use of the University's resources (as detailed at paragraph 3.4).	
3.1.4. Where a Student creates, makes and/or develops IP in the course of, or pursuant to, a sponsored studentship, research contract, project, placement or secondment with a Third Party.	Ownership will be determined in accordance with the terms of any relevant underlying agreement.
3.1.5. Where there is any other relevant agreement which has been made with the University's consent.	Ownership will be determined in accordance with the terms of that agreement.
3.1.6. Where any IP created, made and/or developed by a Student includes content belonging to another party (including the University or a Third Party).	The content which belongs to another party will continue to belong to that party.

- 3.2. Students who are also Employees shall be treated for the purposes of this Policy as Employees in connection with any IP which they create, make and/or develop during the course of their employment.

IP created, made and/or developed by Employees during the course of their employment

- 3.3. Any IP created, made and/or developed by an Employee during the course of their employment will belong to the University, subject to the exceptions set out in the table below:

<u>Description</u>	<u>Ownership of IP</u>
3.3.1. Where an Employee creates, makes and/or develops IP outside the course of their employment and does not make more than incidental use of the University's resources (as detailed at paragraph 3.5).	The IP will belong to the Employee.
3.3.2. Where an Employee creates, makes and/or develops IP in the course of, or pursuant to, a sponsored research or other agreement.	Ownership will be determined in accordance with the terms of that agreement.

3.3.3. Where there is any other relevant agreement which has been made with the University's consent.	Ownership will be determined in accordance with the terms of that agreement.
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More than incidental use of the University's resources

- 3.4. Where a Creator creates, makes and/or develops IP outside the course of their programme of study or employment (as appropriate), but makes more than incidental use of the University's resources, the IP shall belong to the University.
- 3.5. IP will not generally be considered to have been created, made and/or developed with more than incidental use of the University's resources within the meaning of paragraphs 3.1.3, 3.3.1 and 3.4 where:
- 3.5.1. only an insignificant amount of University funds has been used;
 - 3.5.2. only an insignificant amount of Employee time has been used;
 - 3.5.3. only insignificant University resources have been used (e.g. office space, library and other general information sources, computers and/or office equipment); and
 - 3.5.4. the IP was created, made and/or developed during the personal, unpaid time of the Creator.
- 3.6. If any Creator is in any doubt as to what constitutes "*incidental use*" or "*insignificant*" within the meaning of paragraph 3.5, they should seek clarification from their Academic Advisor or Authoriser (as appropriate), who may in turn seek guidance from the Associate Vice-President with responsibility for IP (or their nominee) as required.

Uncertainty about the ownership or potential value of IP

- 3.7. In the event that there is any doubt or uncertainty about the ownership or potential value of any IP, the Creator(s) should in the first instance discuss the matter with their Academic Advisor or Authoriser (as appropriate).
- 3.8. If the Creator(s) and the Academic Advisor or Authoriser (as appropriate) cannot agree regarding the ownership or potential value of IP, the matter shall be referred to the relevant Dean, who may consult Innovation Factory as they consider appropriate.
- 3.9. If the Creator(s) disagree(s) with the relevant Dean's decision under paragraph 3.8, the Creator(s) may refer the matter in accordance with the Dispute Resolution procedure set out at section 17.

4. Rights in relation to IP

The Creator's right to use IP

- 4.1. Where IP belongs to a Creator (including where the University has assigned IP to a Creator), the Creator:
- 4.1.1. may control the use, management and/or commercialisation of, or perform any other action(s) consistent with ownership of, such IP (subject to any wider legal constraints); and
 - 4.1.2. grants to the University an irrevocable, non-exclusive, worldwide, royalty-free licence (with a right to sub-license) to retain, use, copy, modify, broadcast and make available (whether in hard copy or electronically, including on any University virtual learning environment) for academic, research, teaching, publicity, charitable and/or administrative purposes, such IP and any associated materials created, made and/or developed by them during the course of their programme of study or employment (as appropriate), with effect from the date of creation.

- 4.2. Where IP belongs to the University (including where a Creator has assigned to the University IP which they created, made and/or developed), the Creator may perform any act consistent with the licence granted by the University under paragraph 4.3.2.

The University's right to use IP

- 4.3. Where IP belongs to the University (including where a Creator has assigned to the University IP which they created, made and/or developed), the University:
- 4.3.1. may control the use, management and/or commercialisation of, or perform any other action(s) consistent with ownership of, such IP (subject to any wider legal constraints); and
 - 4.3.2. grants to the Creator(s) of such IP, a non-exclusive, worldwide, royalty-free licence to retain, use, copy, modify, broadcast and make available (whether in hard copy or electronically) such IP for the purpose, and during the course, of their programme of study or employment at the University (as appropriate) only, but not for any commercial purpose (unless with the University's prior written consent).
- 4.4. Where IP belongs to a Creator (including where the University has assigned IP to a Creator), the University may perform any act consistent with the licence granted by the Creator under paragraph 4.1.2.

Moral rights

- 4.5. To the extent that any moral rights (e.g. the right to be identified as the author or director, the right to object to derogatory treatment and/or the right not to suffer false attribution) exist in any copyright work which belongs to the University, the University will not generally require the relevant Creator to waive any of their moral rights, unless set out in a separate agreement.
- 4.6. The University will acknowledge the author of a work where the law requires or otherwise, where reasonably practicable.

Performers' rights

- 4.7. Performers rights may arise, for example, where an Employee has delivered a taught session or a Student has delivered live a dramatic or musical performance, a reading or recitation of a literary work, or a performance of a variety act or any similar presentation.
- 4.8. To the extent that performers' rights or associated rights arise in relation to any IP, the relevant rights-holder consents to the making and use of the IP for the purposes set out in this Policy, with effect from the date of creation.
- 4.9. Employees who wish to assert their right to be identified as a performer must do so as part of the relevant IP (e.g. on an introductory slide).

5. Teaching Materials

Rights in Teaching Materials

- 5.1. IP in Teaching Materials created, made and/or developed by an Employee during the course of their employment shall belong to the University in accordance with the normal rule set out at paragraph 3.3 and the rights set out at paragraphs 4.2 and 4.3 shall continue to apply.

Return on IP

- 5.2. Unless any of the exceptions set out at paragraph 3.3 apply, the University will grant the Creator(s) a share of the Net IP Revenue arising from the commercialisation of Teaching Materials in accordance with section 11 where the NET IP Revenue derives (not from the content of the Teaching Materials, but) from communicating the Teaching Materials to Third Parties using non-traditional means. For example, where augmented reality devices, information technology platforms, interactive and multimedia systems, etc. have been used.

6. Scholarly Materials

General

- 6.1. The University recognises and encourages the right of Students and/or Employees to publish their Scholarly Materials.

Rights in Scholarly Materials

- 6.2. Ownership of Scholarly Materials created, made and/or developed by a Student and/or an Employee during the course of their programme of study or employment at the University (as appropriate) shall be determined in accordance with the normal rules set out at paragraphs 3.1 and 3.3 respectively and the rights set out at section 4 shall continue to apply.
- 6.3. For the reason set out at paragraph 6.1, the University will not assert its right under paragraph 4.3.1 to control the use, management and/or commercialisation of, or perform any other action(s) consistent with ownership in relation to, copyright in Scholarly Materials which belong to the University.
- 6.4. Nevertheless, before taking any action in relation to copyright in Scholarly Materials which belong to the University, the Creator must ensure that the relevant Scholarly Materials do not include any other IP which belongs to the University. If in any doubt, the Creator should refer to paragraphs 3.7 to 3.9.
- 6.5. For the avoidance of doubt, the University has not waived any other rights in Scholarly Materials which belong to the University.

Deposit of Scholarly Materials with the University's repository

- 6.6. Creators must within one month of the creation of any Scholarly Materials, archive a full text version in the University's repository.

7. General provisions which apply to all Creators

General

- 7.1. Creators must take all reasonable steps to ensure that any IP which they create, make and/or develop which has (or may have) commercial and/or development potential is properly identified and fully disclosed to the University (in any format that the University reasonably requires) in a timely manner.

Maintaining appropriate records

- 7.2. Creators must keep clear and accurate records in relation to any IP which they create, make and/or develop.
- 7.3. Creators should therefore ensure that all (copy and original) works, notes, reports, drawings, lab books, etc. are:
- 7.3.1. dated;
 - 7.3.2. sufficiently detailed to identify the work and how it operates (where applicable); and
 - 7.3.3. kept in a safe location.

Confidentiality

- 7.4. Maintaining confidentiality is essential, as any disclosure of Confidential Information may harm the commercial position of its owner(s) (whether that be the Creator, the University and/or a Third Party) and in certain circumstances, may prevent them from securing appropriate IP protection.
- 7.5. All parties must therefore at all times:

- 7.5.1. keep confidential any Confidential Information to which they have (and/or have had) access;
 - 7.5.2. only use Confidential Information for the purpose(s) for which it was supplied; and
 - 7.5.3. ensure that they do not (whether accidentally or otherwise) disclose Confidential Information to any other party.
- 7.6. Any breach of paragraph 7.5, may result in serious consequences, including action being taken by the University under the relevant disciplinary procedures.

Conflicts of Interest

- 7.7. Each Creator must, as soon as reasonably practicable, report any actual or potential Conflict of Interest regarding IP and any related activities to their Academic Advisor or Authoriser (as appropriate).
- 7.8. The Academic Advisor or Authoriser (as appropriate) will determine, normally within 5 working days of any report under paragraph 7.7, whether any actual or potential Conflict of Interest should be referred to the Associate Vice-President with responsibility for IP (or their nominee), whose decision in this regard shall be final.
- 7.9. Any failure to inform the University of any actual or potential Conflict of Interest in accordance with paragraph 7.7 may result in action being taken under the relevant University disciplinary procedure.

Working with the University

- 7.10. Each Creator shall provide all reasonable assistance to the University in the identification, protection and/or commercialisation of IP and shall collaborate with all other relevant parties.
- 7.11. Each Creator shall complete any document which the University reasonably requests, for example, in order to:
 - 7.11.1. disclose to the University any IP which they created, made and/or developed;
 - 7.11.2. confirm IP creatorship and/or ownership;
 - 7.11.3. properly transfer (i.e. assign) to the University any right, title and/or interest they may have in any IP; or
 - 7.11.4. make the University aware of any Third Party contribution (whether financial, intellectual, resources or otherwise) to the relevant IP.
- 7.12. If any Student and/or Employee fails to complete any document which the University reasonably requests pursuant to paragraph 7.10, the University may take action against them under the relevant disciplinary procedure.
- 7.13. The University will (normally via Innovation Factory) ensure that the Creator(s) are informed about the progress of, and are involved in, the commercialisation of any IP which they create, make and/or develop (as appropriate).

Expiry of licences upon leaving the University and other provisions affecting leavers

- 7.14. Any licence granted by the University to any Creator(s) to use IP which belongs to the University pursuant to paragraph 4.3.2 will terminate automatically with effect from the date upon which the Creator's programme of study or employment (as appropriate) at the University ends, subject to any contrary written agreement between the parties.
- 7.15. On request, and in any event, before ceasing to be a Student and/or an Employee (as applicable), each Creator must deposit with their Head of Department any IP (or, if not possible, associated documents such as drawings, diagrams, recorded know-how (e.g. laboratory notebooks and Tangible Research Materials)) created, made and/or developed by them which belongs to the University.

7.16. Former Students and former Employees will continue to be bound by this Policy in relation to IP which belongs to the University (including where a Creator has assigned to the University IP which they created, made and/or developed).

8. Additional provisions for Students

Where IP created, made and/or developed by a Student is assigned to the University, the revenue sharing provisions set out at section 11 will apply to the Student as if they were an Employee.

9. Additional provisions for Employees

New Employees

- 9.1. Neither Employees nor the University automatically own IP in any works (including Teaching Materials) created, made and/or developed by an Employee during their previous employment.
- 9.2. Employees must not use any IP during the course of their employment which may potentially infringe the rights of any other party (e.g. a previous employer) unless they have first obtained in writing all relevant consents.

Leaving Employees

- 9.3. Once their employment with the University ends (for whatever reason), Employees will not be automatically entitled to use any IP which they created, made, developed and/or used at the University, unless they have first obtained in writing all relevant consents.
- 9.4. Notwithstanding paragraph 9.3, an Employee may make and retain a single print copy of any Teaching Materials created, made and/or developed by them during the course of their employment with the University for their personal use and/or for non-commercial academic and research purposes only. For the avoidance of doubt, Employees must not use any such Teaching Materials during any subsequent employment, unless they have first obtained in writing all relevant consents.
- 9.5. Subject to any contrary agreement, cessation of employment with the University shall not normally affect an individual's right to receive a share of income in accordance with section 11.

Professional or honorary appointments to the University

- 9.6. Subject to any contrary agreement, where an individual has a professional or honorary appointment with the University, they must adhere to, and will be treated under, this Policy as if they were an Employee.

10. Commercialising IP

- 10.1. If the Creator(s) wishes to commercialise IP which they created, made and/or developed, they must:
 - 10.1.1. explore the possibility of commercialising that IP with the University (through Innovation Factory), in accordance with the procedure set out at Appendix A; and/or
 - 10.1.2. do so, in accordance with the procedure set out at Appendix B.
- 10.2. Although the interests of the University and Creators will often coincide, Creators are advised to seek independent advice, which will normally be at their own cost.

11. Revenue sharing

General

- 11.1. Any income generated by the commercialisation of IP pursuant to the procedure set out at Appendix A shall belong to the University.
- 11.2. However, in the interests of encouraging the creation, development and identification of IP, the University will give due consideration to offering incentives to Creator(s) as appropriate.

- 11.3. The University will normally grant Creator(s) a share of any NET IP Revenue generated by the commercialisation of IP, in accordance with this section 11.

Distribution of NET IP Revenue

- 11.4. Normally, the University will:
- 11.4.1. allocate 40% of the Net IP Revenue to the Creator(s) (the “Creator’s Revenue Share”); and
 - 11.4.2. retain 60% of the Net IP Revenue (the “University Revenue Share”), subject at all times to the exceptions detailed at paragraph 11.5.²
- 11.5. Paragraph 11.4 will not normally apply in the case of:
- 11.5.1. Professional Appointments;
 - 11.5.2. Teaching Materials, save as where paragraph 5.2 applies;
 - 11.5.3. any payment made by a Third Party for any Tangible Research Material (other than a payment in relation to IP comprised within the Tangible Research Material), in which case, the Creator’s Revenue Share will be distributed into a research account for the School which produced the Tangible Research Material, subject to any prior written agreement; or
 - 11.5.4. any Spin-Out Company or Student Start-Up Company, as set out at paragraphs 12.3 to 12.10.
- 11.6. The University will normally only seek to retain a higher University Revenue Share than that set out at paragraph 11.4.2 where the University has provided cash investment, a convertible loan and/or extended services.
- 11.7. Where IP commercialised by the University is owned (either in full or in part) and/or funded by a Third Party, the revenue sharing provisions set out at this section 11 shall be subject to any relevant agreement with, or obligation owed to, a Third Party.

No University or Innovation Factory liability

- 11.8. Neither the University nor Innovation Factory will accept any liability to any Creator(s) if the Creator(s) consider that the return achieved in relation to any commercialised IP is not the best financial return which could have been achieved.

Distribution of the Creator’s Revenue Share

- 11.9. Subject to any contrary written agreement between all of the Creators (which must be notified in writing to Innovation Factory), where there is more than one Creator, the default position is that each Creator shall be entitled to an equal proportion of the Creator’s Revenue Share set out at paragraph 11.4.1.
- 11.10. Any dispute between Creators regarding the distribution of the Creator’s Revenue Share shall be referred for consideration under the dispute resolution procedure set out at section 17. No payments shall be made pending the outcome of that procedure.
- 11.11. Contributors are not normally entitled to any direct share of NET IP Revenue. However, the Creator(s) may, at their discretion, allocate some of the Creator’s Revenue Share to one or more Contributor(s), subject to the agreement of all of the Creators (which must be notified in writing to Innovation Factory).

² Where the relevant IP was disclosed to the University between 1 August 2019 and 31 July 2021 (inclusive), normally, the Creator’s Revenue Share will be 70% and the University Revenue Share will be 30%.

11.12. Any payments in respect of the Creator's Revenue Share will be made in accordance with section 3 of Appendix A, subject to paragraph 11.10.

Distribution of the University Revenue Share

11.13. The University shall determine the internal distribution of the University Revenue Share, having regard to all the circumstances (including the aims set out at paragraph 1.8).

12. Spin-Out Companies and Student Start-Up Companies

General

12.1. The University recognises that allocating equity in a company may in some circumstances be an attractive alternative to revenue sharing (detailed at section 11).

12.2. The University may (at its discretion) give consideration to the allocation of equity in a Spin-Out Company or a Student Start-Up Company where revenue sharing may not be available or appropriate.

Division of equity

12.3. Following the deduction of any Third Party entitlement (where applicable), the default division of the remaining equity shall be as follows:³

	<u>Spin-Out Company</u>	<u>Student Start-Up Company</u>
12.3.1. Creator's Equity Share	50%	70%
12.3.2. University Equity Share	35%	15%
12.3.3. Performance-based share option pool	15%	15%

12.4. The University will normally only seek to retain a higher University Equity Share than that set out at paragraph 12.3.2 where the University has provided cash investment, a convertible loan and/or extended services.

12.5. Where IP commercialised by the University is owned (either in full or in part) and/or funded by a Third Party, the equity sharing provisions set out at paragraph 12.3 shall be subject to any relevant agreement with, or obligation owed to, a Third Party.

Further provisions in relation to equity in a Spin-Out Company or a Student Start-Up Company

12.6. Subject to any contrary written agreement between all of the Creators (which must be notified in writing to Innovation Factory), where there is more than one Creator, the default position is that each Creator shall be entitled to an equal proportion of the Creator's Equity Share set out at paragraph 12.3.1.

12.7. Any dispute between Creators regarding the distribution of the Creator's Equity Share shall be referred for consideration under the dispute resolution procedure set out at section 17. No allotment shall be made pending the outcome of that procedure.

12.8. Contributors are not normally entitled to any direct equity share in a Spin-Out Company or a Student Start-Up Company (as appropriate). However, the Creator(s) may, at their discretion, allocate some

³ Where the relevant IP was disclosed to the University between 1 August 2019 and 31 July 2021 (inclusive), normally, the division of equity in a Spin-Out Company will be 70% to the Creator(s) and 30% to the University only.

of the Creator's Equity Share to one or more Contributor(s), subject to the agreement of all of the Creators (which must be notified in writing to Innovation Factory).

- 12.9. Prior to any allotment of shares in a Spin-Out Company or Student Start-Up Company to a Creator or a Contributor, the Creator or Contributor (as appropriate) must provide to the University the items detailed at paragraphs 3.2.1 to 3.2.3 of Appendix A (as appropriate).
- 12.10. Each party is entitled to retain the share sale proceeds, dividends and/or any other financial benefit derived from their equity in a Spin-Out Company or Student Start-Up Company (as appropriate).
- 12.11. The form of the performance-based share option pool referred to at paragraph 12.3.3 will vary depending upon the circumstances and as agreed between the University, the Creator(s) and any Third Party.

13. Recovery of costs by the University

- 13.1. All expenditure incurred by the University and/or Innovation Factory in relation to the commercialisation of IP shall be recoverable from the relevant Creator(s), Spin-Out Company, Student Start-Up Company or licensee(s) (as appropriate), subject to the discretion of Innovation Factory, save that:
 - 13.1.1. the University shall not seek to recover any expenditure incurred in relation to "*Pathfinder*" (or comparable) awards;
 - 13.1.2. any assignment of IP to a Spin-Out Company or Student Start-Up Company shall be conditional on the assignee(s) having first paid to the University and/or Innovation Factory in full any patent expenses reasonably incurred by the University and/or Innovation Factory (as appropriate) as at the date of assignment; and
 - 13.1.3. any patent expenses reasonably incurred by the University and/or Innovation Factory (as appropriate) as at the date of grant of any commercial licence by the University shall be recoverable as a prior deduction from any Gross IP Revenue generated in relation to the relevant IP.

14. Open Licensing

- 14.1. The University recognises that protection and/or commercialisation of IP may not always be appropriate and that in some circumstances it is normal academic practice to Openly License IP.
- 14.2. If, having regard to all the circumstances (including their obligations under paragraph 7.1), a Creator considers that any copyright work which they have created, made and/or developed in furtherance of academic research (and excluding Teaching Materials) should be Openly Licensed, the Creator may Openly License that copyright work using a recognised Open Licensing resource (e.g. Creative Commons), selecting the appropriate permissible use(s).
- 14.3. If in any doubt about the ownership or potential value of any IP being considered under paragraph 14.2, the Creator should refer to paragraphs 3.7 to 3.9.

15. Respecting the IP of others

General

- 15.1. Students and Employees must respect, and must not knowingly or recklessly do any act which would infringe, IP which belongs to any other party.

Using IP which belongs to any other party

- 15.2. Where a Student and/or an Employee intends to use IP which belongs to any other party (including the University), prior to any such use, they must ensure that (where appropriate):
 - 15.2.1. the intended use is authorised by the terms of a collective (or blanket) copyright licence (e.g. a CLA (Copyright Licensing Agency) licence or ERA (Educational Recording Agency) licence);

- 15.2.2. the intended use falls within one of the statutory exceptions to copyright;⁴ or
 - 15.2.3. they obtain the written permission of the relevant rights-holder to the intended use (either in a formal licence or otherwise).
- 15.3. Where Students and/or Employees determine that paragraph 15.2.1 or 15.2.2 applies, they should:
- 15.3.1. document their assessment and the reasons for it; and
 - 15.3.2. comply with the requirements of that licence and/or statutory exception (as appropriate).
- 15.4. Students and/or Employees must not use any IP which belongs to any other party unless paragraph 15.2.1, 15.2.2 or 15.2.3 applies. Any failure to comply with this paragraph 15.4 may constitute IP infringement.

Requests to use IP which belongs to the University

- 15.5. Any request pursuant to paragraph 15.2.3 to use:
- 15.5.1. a copyright work which belongs, or is licensed, to the University must be sent to the [Library's Copyright Guidance Service](#) at uml.copyright@manchester.ac.uk; and
 - 15.5.2. any other IP which belongs, or is licensed, to the University must be sent to the Associate Vice-President with responsibility for IP (or their nominee).
- 15.6. For the avoidance of doubt, any request to use the University's name and/or logo for any purpose must be sent to the Associate Vice-President with responsibility for IP (or their nominee).

Infringement of rights

- 15.7. If any Student and/or Employee suspects, or becomes aware of, any potential or actual infringement of IP which belongs to the University by any other party (or vice versa), they must:
- 15.7.1. immediately notify the Associate Vice-President with responsibility for IP (or their nominee), providing full details of the nature of the infringement; and
 - 15.7.2. provide all further assistance as reasonably required.
- 15.8. Any person who is not a Student and/or Employee who suspects, or becomes aware, that any IP may potentially or actually infringe the rights of any other party (including rights related to the protection of IP, privacy and/or reputation) must contact the University's Copyright Guidance Service in accordance with the [University's Takedown procedures](#).⁵

16. Social responsibility

- 16.1. The University will not promote, support or commercialise any IP-related project which it considers:
- 16.1.1. would create difficulties for the University in relation to its status as a socially and environmentally responsible institution; and/or
 - 16.1.2. may adversely affect its reputation.
- 16.2. The University is committed to supporting fair access to medicines for those in low income countries and will, wherever possible, implement technology transfer strategies that promote the availability of essential medicines in such countries, whilst recognising any legitimate business concerns.

17. Dispute Resolution

Initial referral

⁴ Further guidance is available from <https://www.gov.uk/guidance/exceptions-to-copyright> and the [Library's Copyright Guidance Service](#).

⁵ The University's Takedown procedures is available at <https://documents.manchester.ac.uk/display.aspx?DocID=32640>.

- 17.1. Any dispute in relation to a matter arising under, or the interpretation of, this Policy shall initially be referred to the Academic Advisor or Authoriser (as appropriate) of the Creator(s) raising the dispute.
- 17.2. The Academic Advisor or Authoriser (as appropriate) may seek advice from, or refer the dispute to, any relevant person (e.g. the Chief Executive of Innovation Factory) as they consider appropriate.

Subsequent referral

- 17.3. If the individual set out at paragraph 17.1 is unable to reach a decision within 6 weeks of the matter being referred for their consideration, then the matter will be referred to the Associate Vice-President with responsibility for IP (or their nominee) for mediation.
- 17.4. The Associate Vice-President with responsibility for IP (or their nominee) may at their sole discretion refer the matter to an IP Panel for determination.

Appeal

- 17.5. If a party disagrees with any decision made pursuant to paragraph 17.4, they shall have a right to appeal to the Deputy President and Deputy Vice-Chancellor (or their nominee), whose decision shall be final. For the avoidance of doubt, there shall be no further right of appeal.
- 17.6. Where a party to a dispute is a Student, they may be accompanied during any appeal meeting by a fellow student, a representative from the University or its Students' Union or a member of staff of their choice, who may support and/or assist the Student, but shall not make any statement or ask or answer any question on behalf of the Student.

18. Breach of this Policy

In the event that any Student and/or Employee breaches any term of this Policy, the University may refer the matter for consideration and take any action it considers appropriate under the relevant University regulation, code, policy and/or procedure.

19. General

Interpretation

- 19.1. Any reference in this Policy to the terms "*include*", "*including*", "*in particular*", "*for example*" or any similar expression shall be construed as illustrative only and shall not be construed as restrictive.
- 19.2. This Policy should be read in conjunction with the University's Policy on the Recording of Lectures and other Teaching and Learning Activities.⁶
- 19.3. Any question regarding the interpretation or current status of this Policy shall be referred to the Associate Vice-President with responsibility for IP (or their nominee).

No waiver of University's rights

- 19.4. The University may waive or modify its rights in any IP by written agreement with the relevant parties.
- 19.5. No failure or delay by the University to exercise any right or remedy provided under this Policy or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

Amendments

- 19.6. This Policy may be amended from time to time.

⁶ The University's Policy on the Recording of Lectures and other Teaching and Learning Activities is available at <http://documents.manchester.ac.uk/display.aspx?DocID=16559>

APPENDIX A COMMERCIALISATION PROCEDURE

1. Disclosure and evaluation

Initial steps

- 1.1. The Creator must, if they wish to explore the possibility of commercialising IP, obtain from their Academic Advisor or Authoriser (as appropriate) written approval in principle.
- 1.2. Subject to having obtained relevant approval under paragraph 1.1 of this Appendix A, the Creator must complete a Disclosure and Evaluation Form and submit it to Innovation Factory.

Innovation Factory's decision

- 1.3. Innovation Factory shall as soon as reasonably practicable determine (at its sole discretion) whether and (where applicable) how to protect and/or commercialise the relevant IP, having regard to all the circumstances. Innovation Factory's decision shall be final and there shall be no right to appeal that decision within the University.
- 1.4. The University will inform the Creator(s) (normally via Innovation Factory) of its decision under paragraph 1.3 of this Appendix A, as soon as reasonably practicable.

Decision to commercialise IP

- 1.5. If Innovation Factory determines to commercialise the relevant IP (either in whole or in part), it shall, in a timely manner, take any steps it considers appropriate to protect and commercialise that IP, subject to having first properly consulted with the Creator(s).

Decision not to commercialise IP

- 1.6. If Innovation Factory determines not to commercialise the relevant IP at any stage (for any reason), the Creator(s) may submit a request to Innovation Factory that the University assigns to the Creator(s) its rights, title and interest in the relevant IP (as appropriate).
- 1.7. If Innovation Factory receives from the Creator(s) a request pursuant to paragraph 1.6 of this Appendix A, Innovation Factory will as soon as reasonably practicable:
 - 1.7.1. determine whether to grant any such request, having regard to all the circumstances; and
 - 1.7.2. respond to the request in writing, outlining its decision.
- 1.8. Where Innovation Factory determines to grant any request made under:
 - 1.8.1. paragraph 1.6 of this Appendix A, Innovation Factory shall arrange for the University to complete any relevant document(s); and
 - 1.8.2. paragraph 1.6 of this Appendix A, the revenue-sharing principles set out at section 11 shall apply.
- 1.9. In the event that Innovation Factory determines not to grant any request made under paragraph 1.6 of this Appendix A, the Creator(s) may refer the matter to the Associate Vice-President with responsibility for IP, whose decision shall be final.

2. Commercialisation

General

- 2.1. Innovation Factory shall, in a timely manner, take steps to protect and/or commercialise the relevant IP via the most appropriate mechanism having regard to all the circumstances (e.g. licensing or assigning the IP or creating a Spin-Out Company to which the IP is licensed and/or assigned).
- 2.2. Regardless of the mechanism adopted, the arrangement must be recorded in an agreement which:
 - 2.2.1. sets out the rights of the parties;

- 2.2.2. retains for the University an irrevocable, non-exclusive, worldwide, royalty-free licence (with a right to sub-license) to retain, use, copy, modify, broadcast and make available (whether in hard copy or electronically, including on any University virtual learning environment) for academic, research, teaching, publicity, charitable and/or administrative purposes, all relevant IP, together with any associated materials, with effect from the date of creation; and
- 2.2.3. to the extent possible, prohibits the “*shelving*” or “*mothballing*” of the IP or its use in any manner which is illegal, unethical or which may bring the University into disrepute; and
- 2.2.4. seeks to limit the University’s liability.

Timescale

- 2.3. Innovation Factory and the Creator(s) should set a reasonable initial timescale with regular review points. However, all parties must recognise that circumstances may change.
- 2.4. If the Creator(s) consider that Innovation Factory is not acting in a timely manner, they may bring the matter to the attention of the Chief Executive of Innovation Factory in the first instance and, if not resolved to their satisfaction, must follow the Dispute Resolution procedure set out at section 17.

3. **Payments**

General

- 3.1. Payments made pursuant to section 11 will be made by the University to Creator(s) and/or Contributor(s) (where applicable) on a periodic basis, in accordance with any agreement made between the parties. Payments to Creators and/or Contributors who were Employees at the time the relevant IP was created, made and/or developed will be made via payroll.
- 3.2. Prior to making any payment to a Creator pursuant to section 11, the Creator must provide to the University (as appropriate):
 - 3.2.1. written confirmation that the Creator will make a relevant declaration on all appropriate tax returns;
 - 3.2.2. an indemnity against all tax, national insurance, interest and penalties payable as a result (whether now or in the future); and
 - 3.2.3. any other relevant financial information reasonably requested by the University.
- 3.3. The University will make any applicable deductions prior to making any payment under section 11.
- 3.4. Creators and/or Contributors will be entitled to receive their Creator’s Revenue Share or Contributor’s Revenue Share respectively for as long as the University receives Gross IP Revenues in respect of the relevant IP. For the avoidance of doubt, any entitlement to receive a Creator’s Revenue Share or a Contributor’s Revenue Share shall survive termination (for whatever reason) of the Creator’s or Contributor’s employment, enrolment or other relationship with the University (as appropriate).
- 3.5. In the event of the death of a Creator or a Contributor, the Creator’s Revenue Share or the Contributor’s Revenue Share (as appropriate) and their right to it shall pass to their estate, subject to any contrary agreement made between the parties.

Contact and banking details

- 3.6. Each Creator and/or Contributor shall ensure that it provides the University with its current banking and contact details for the purpose of revenue sharing.
- 3.7. If the University pays any sum into an incorrect account as a result of information supplied to it by the Creator(s) or Contributor(s) being incorrect or outdated, the payment will be deemed to have

been duly and properly made and the University shall have no liability to the Creator or Contributor in connection with that payment.

Unclaimed payments

- 3.8. In the event that the University, having used reasonable efforts, is unable to locate a Creator and/or Contributor in order to effect any payment under section 11, any unclaimed payment will be held in reserve for a minimum of 3 years from the University's initial attempt to make the payment.
- 3.9. If any such payment remains unclaimed after the expiry of the period referred to at paragraph 3.8 of this Appendix A, the Creator's and/or Contributor's right to receive any such payments shall be forfeited and the sum will revert to the University, which may use any such sums, together with any interest thereon, to support the University's research and innovation activities.
- 3.10. The University will not act as a trustee in relation to any such unclaimed payments.

Disputes regarding revenue sharing

- 3.11. Any dispute regarding the distribution of NET IP Revenue shall be referred for consideration under the dispute resolution procedure set out at section 17. No payments shall be made pending the outcome of that procedure.

APPENDIX B CREATOR-LED COMMERCIALISATION PROCEDURE

1. Applications

- 1.1. If all Creator(s) of any IP determine not to commercialise that IP through Innovation Factory, they may submit an application to the Associate Vice-President with responsibility for IP (or their nominee) requesting that the relevant IP be assigned to the Creator(s) and setting out how they propose to commercialise the IP outside the University.
- 1.2. Any application under paragraph 1.1 of this Appendix B, must:
 - 1.2.1. specify the IP to which it applies;
 - 1.2.2. be signed by all of the Creator(s) of the IP;
 - 1.2.3. include a plan for the commercialisation; and
 - 1.2.4. be submitted within 12 months of the IP being disclosed to the University in accordance with paragraph 7.1.
- 1.3. Following receipt of a valid application in accordance with paragraph 1.2 of this Appendix B, the Associate Vice-President with responsibility for IP (or their nominee) will first discuss the matter with Innovation Factory and then will determine (at their sole discretion) whether to grant the application, having regard to all the circumstances.
- 1.4. If the Associate Vice-President with responsibility for IP (or their nominee) grants the Creators' application, the University will assign its rights, title and interest in such IP to the Creator(s), subject to the Creator(s) agreeing to:
 - 1.4.1. any relevant terms required by the University, including the standard revenue share or equity share set out at paragraphs 11.4 and 12.3.2 respectively; and
 - 1.4.2. reimburse the University and/or Innovation Factory (as appropriate) for any reasonable expenditure incurred in connection with the relevant IP (including any fees incurred in relation to patents).

APPENDIX C GLOSSARY OF TERMS

The following terms are used in this Policy:

Academic Advisor - means a Student's academic advisor;

Authoriser - means the relevant authoriser in accordance with the table below:

Position	Authoriser
- President and Vice-Chancellor	- Chair of the Board of Governors
- Registrar; - Secretary; - Chief Operating Officer; - Deans; - Vice-Presidents; - Director of Finance; - Deputy President and Deputy Vice-Chancellor	- President and Vice-Chancellor
- Heads of Department; or - Institute Directors	- Dean
- Heads of Directorate (except the Director of Finance)	- Registrar, Secretary and Chief Operating Officer
- Academic, academic-related, research or technical staff or others line-managed by the relevant Head of Department (or equivalent or their nominee)	- Head of Department
- Those who are line-managed by the Institute Director	- Institute Director
- Those who are line-managed within the relevant administrative division	- Head of Directorate

Commercialisation - means any utilisation or exploitation of IP intended to generate value of any kind (excepting the delivery of courses by the University). "*Commercialise*", "*commercialising*" and "*commercialised*" shall be construed accordingly;

Confidential Information - means information that is not publicly available, that has (or may have) commercial value because of its confidential nature and for which the owner has made reasonable efforts to keep confidential. It includes, for example:

- (a) know-how;
- (b) research results;
- (c) trade secrets;

- (d) technical/operational performance and business data;
 - (e) marketing and business plans; and
 - (f) target customer and sales lists;
- Conflict of Interest** - means any personal interest that may (or might reasonably be deemed to) compromise impartiality, conflict with duties as an Employee or result in private benefit. Further guidance on Conflicts of Interest is available in the University's "[Handy Guide to the University's Register of Interests](#)";
- Contributor** - means any Student and/or Employee who:
- (a) is not a relevant Creator; and
 - (b) works on IP;
- Contributor's Equity Share** - means any equity in a Spin-Out Company or a Student Start-Up Company allocated to a Contributor (as appropriate), as set out at paragraph 12.8;
- Contributor's Revenue Share** - means the Contributor's share of NET IP Revenue, as set out at paragraph 11.11;
- Creator** - means a person responsible (either individually or jointly with others) for the creation of IP, including (but not limited to) any:
- (a) inventor of an invention;
 - (b) creator of a copyright work or design which qualifies for registered or unregistered design rights (including topography rights);
 - (c) person who obtains, verifies or presents the contents of a database (or seeks to do so);
 - (d) breeder, discoverer and/or developer of a plant variety; and/or
 - (e) developer of know-how which is of standalone importance, separate from other IP (excluding copyright in works which describe such know-how),
- who is a Student or an Employee at the time of such creation;
- Creator's Equity Share** - means the equity in a Spin-Out Company or a Student Start-Up Company (as appropriate) allocated to the Creator(s), as set out at paragraph 12.3.1;
- Creator's Revenue Share** - means 40% of NET IP Revenue, as set out at paragraph 11.4.1;
- during the course of their employment** - any work performed in relation to an Employee's role, duties arising under their contract of employment and/or job description;
- Employee** - means any employee of the University (whether paid or unpaid) and includes for the purposes of this Policy:
- (a) any person with a professional or honorary appointment to the University;
 - (b) any visiting or emeritus member of staff of another higher education institution who is engaged in research or study at the University;

- (c) any secondee from a Third Party; and/or
 - (d) any individual who has signed a contract for services or consultancy agreement with the University;
- Gross IP Revenue** - means all revenue received by the University in relation to the commercialisation of particular IP (prior to any deductions for any IP Expenses) and includes any sums received pursuant to:
- (a) the sale of IP;
 - (b) option, upfront, milestone and/or royalty payments;
 - (c) licence fees;
 - (d) evaluation fees;
 - (e) commissions;
 - (f) direct sales of products and/or services; and/or
 - (g) any other consideration received in lieu of payment;
- Innovation Factory** - means University of Manchester Innovation Factory Limited (a wholly-owned subsidiary of the University);
- IP** - means any creative output in which IPRs may arise (whether automatically or upon successful application). IP includes:
- (a) literary works (including publications in respect of research results) and associated materials (such as drafts, data sets and laboratory notebooks);
 - (b) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, typographical arrangements, multimedia works, photographs and drawings;
 - (c) symbols, brand names and images;
 - (d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
 - (e) inventions;
 - (f) designs including layout designs (topographies) of integrated circuits;
 - (g) mask works;
 - (h) plant varieties and related information;
 - (i) trade secrets; and
 - (j) know how, information and data associated with the above;

- IP Expenses** - means all out-of-pocket expenses incurred by the University and/or Innovation Factory in the development, protection and/or commercialisation of particular IP but not part of Innovation Factory's service and includes, for example:
- (a) any payments reasonably made by the University to any Third Party for securing, maintaining and enforcing the protection of IP (e.g. patent and/or litigation expenses);
 - (b) any applicable tax (including VAT);
 - (c) any employment-related or other taxes due on payments to Creators and/or Contributors (where applicable);
 - (d) making, shipping or otherwise distributing products, processes or services that embody the particular IP;
 - (e) any payment due to a Third Party under the terms of an agreement with, or obligation owed to, a Third Party (e.g. revenue sharing); and/or
 - (f) any other expense reasonably incurred by the University;
- IP Panel** - means a panel of relevant University Employees formed and co-ordinated on a case by case basis by the Associate Vice-President with responsibility for IP (or their nominee) to review any matters arising under, or in connection with, this Policy and assist as necessary;
- IPR** - means any proprietary rights to any form of IP (whether registered or unregistered) and includes:
- (a) patents;
 - (b) trade marks;
 - (c) copyright;
 - (d) registered designs;
 - (e) plant breeders' rights; and
 - (f) utility models.
- NET IP Revenue** - means the Gross IP Revenue less the IP Expenses;
- Open Licence** - means a licence which grants relevant permission for any person to access, re-use and redistribute a copyright work in accordance with paragraph 14.2. "*Openly License*", "*Openly Licensing*" and "*Openly Licensed*" shall be construed accordingly;
- Policy** - means this policy;
- Professional Appointment** - means any Employee employed in a professional services role whose job description includes the creation of IP or who is (or becomes) engaged or involved in work relating to applied contract(s) or collaborative project(s)

between the University and external Third Parties and/or the University's own projects, whether or not such work has a commercially specific purpose;

- Scholarly Materials** - means all copyright works created, made and/or developed by Students and/or Employees in their area of expertise in the furtherance of an academic career and/or the dissemination of knowledge, but excluding Teaching Materials or computer software. Scholarly Materials include, for example:
- (a) books or e-books (including, contributions thereto);
 - (b) academic journal articles;
 - (c) research grant applications;
 - (d) conference papers and related presentations;
 - (e) notes created, made and/or developed for an Employee's personal use;
 - (f) theses and dissertations;
 - (g) non-fiction, novels and poems;
 - (h) video or film material; and
 - (i) works of fine art;
- Spin-Out Company** - means a company in which the University has, or has had, an interest which was established or (if it was dormant) made active with a view to commercialising its IP;
- Student** - means any person registered or studying on any programme of study at the University (whether undergraduate or postgraduate, whether on a full-time or part-time basis and irrespective of the mode of study), and includes those who have interrupted their studies or who have taken an intercalated programme;
- Student Start-Up Company** - means a Company set up in cases where the Student Creator(s) has, or have, elected to assign their IP to the University, in exchange for the commercialisation services provided by Innovation Factory;
- Tangible Research Materials** - means items produced in the course of research projects and includes biological materials, engineering drawings, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams, equipment and associated research data;
- Teaching Materials** - means any materials (in any format) that are primarily intended to be used or accessed by students at any level for the purpose of any course of study including:
- (a) course guides, handouts, on-line materials (including annotated scores and manuscripts);
 - (b) presentation materials (including lecture notes, slides, animations, graphics, interactive software and other audio-visual materials);
 - (c) instruction manuals;

- (d) artefacts (including models and apparatus for practical demonstration and experimental work); and
 - (e) assessment and examination questions;
- Third Party** - means any person (whether natural or otherwise) who is not a Student, an Employee or the University;
- University** - means The University of Manchester;
- University Equity Share** - means the equity in a Spin-Out Company or a Student Start-Up Company (as appropriate) allocated to the University, as set out at paragraph 12.3.2;
- University Revenue Share** - means 60% of NET IP Revenue as set out at paragraph 11.4.2; and
- use of the University's resources** - means use of any University resource, including:
- (a) funds, facilities and/or resources (including equipment and/or consumables) of the University and/or Innovation Factory;
 - (b) any Employee and/or an employee of Innovation Factory outside that individual's personal, unpaid time; and/or
 - (c) the University's name,
- for which the University has not been separately paid or fully reimbursed.

Version amendment history		
Version	Date	Reason for change
1.2	27 November 2017	Broken link fixed. App G Guidance – UMI ³ Guides
1.3	September 2020	Review

Document control box	
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Policy owner:	Associate Vice-President with responsibility for IP
Lead contact:	Clive Rowland, Honorary Associate Vice-President