

## Intellectual Property (“IP”) Policy

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### 1. Introduction

#### IP

- 1.1. IP is an umbrella term for a wide range of creative works, such as literary and artistic works, inventions, designs and symbols, and names and images used in commerce and by charities.
- 1.2. IP is protected in law (for example, by copyright, patents, registered designs and/or trade marks). These rights enable people to control, receive recognition and/or financial benefit from, and prevent unauthorised use of, IP, usually for a certain period of time.
- 1.3. Whilst some IP rights arise automatically upon creation of a work (e.g. copyright and unregistered designs), others require registration (e.g. patents). The type of right available, scope, duration and cost vary according to the type of IP.
- 1.4. Like any form of property, both IP and any associated rights (such as technical know-how) may have commercial value and may be retained, sold or otherwise transferred to others.

#### Who owns IP?

- 1.5. It is likely that Students and Employees will create IP during the course of their programme of study, employment and/or appointment at the University (as appropriate).
- 1.6. As a general rule, a Creator is usually the first owner of any IP rights in their work, unless:
  - 1.6.1. the IP was created by an Employee During the Course of their Employment;
  - 1.6.2. there is an agreement to the contrary; or
  - 1.6.3. any other exception applies (as set out at paragraphs 2.1 to 2.3).
- 1.7. IP rights are distinct from any property rights in the creative work itself. For example, one party may be entitled to physical possession of a book, but the rights associated with the manuscript may have been sold or licensed to another party for a particular use.
- 1.8. The University, Students and Employees must respect, and avoid infringing, IP rights belonging to others.
- 1.9. Any subsequent reference to IP in this Policy means IP and any rights therein (unless otherwise specified).

#### Purpose

- 1.10. This Policy sets out the University’s position regarding the ownership, protection and commercialisation of IP created by Students and/or Employees.

## Aims

- 1.11. The University aims to:
  - 1.11.1. foster an environment where IP may be developed and commercialised;
  - 1.11.2. observe good practice in relation to IP;
  - 1.11.3. recognise Employees and Students who are Creators and share with them the rewards derived from its successful commercialisation of IP; and
  - 1.11.4. strike a balance between the often competing interests of Creator(s), the University and the wider public.

## Scope

- 1.12. This Policy applies to all Students and Employees, and any person who was (when the relevant IP was created), but is not currently, a Student and/or an Employee.
- 1.13. For the purposes of this Policy, all work created by Students and/or Employees is considered as potentially generating IP.
- 1.14. This policy is effective from 1 April 2025 and supersedes all previous versions.

## Appendices

- 1.15. A Glossary of terms appears at the Appendix to this Policy.
- 1.16. 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

- 1.17. 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 in the first instance.
- 1.18. Further support is also available from:
  - 1.18.1. [Innovation Factory](#);
  - 1.18.2. [the University's Directorate of Research and Business Engagement](#);
  - 1.18.3. [The Masood Entrepreneurship Centre](#);
  - 1.18.4. [Innovation Academy](#);
  - 1.18.5. [Unit M](#); and
  - 1.18.6. 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.

- 1.19. The following supporting documents are also available:
  - 1.19.1. [Notes to the Policy](#), including revenue sharing guidance; and
  - 1.19.2. ["Intellectual Property & Confidentiality: A Researcher's Guide"](#).

- 1.20. Where there is any conflict between the terms of this Policy and those of any supporting document, related policy, procedure and/or guidance, the terms of this Policy will prevail.

## 2. Ownership of IP

### IP created by Students

- 2.1. Any IP created 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>
2.1.1.	Where IP is created 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 choose whether or not it exercises its rights associated with that IP (as detailed at section 3)
2.1.2.	Where the Student assigns IP to the University.	
2.1.3.	Where a Student creates IP outside their programme of study with more than incidental use of the University's resources (as detailed at paragraph 2.4).	
2.1.4.	Where a Student creates IP in the course of, or pursuant to, a sponsored studentship, research contract, project, placement or secondment with a Third Party.	IP ownership will be determined in accordance with the terms of any relevant agreement.
2.1.5.	Where there is any other relevant agreement which has been made with the University's consent.	IP ownership will be determined in accordance with the terms of that agreement.
2.1.6.	Where any IP created 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.

- 2.2. Students who are also Employees will be treated for the purposes of this Policy as Employees in connection with any IP which they create During the Course of their Employment.

### IP created by Employees During the Course of their Employment

- 2.3. Any IP created by an Employee During the Course of their Employment will normally belong to the University<sup>1</sup>, subject to the exceptions set out in the table below:

<u>Description</u>		<u>Ownership of IP</u>
2.3.1.	Where an Employee creates IP outside the course of their employment and does not make more than incidental use of the University's resources (as detailed at paragraph 2.4).	The IP will belong to the Employee.
2.3.2.	Where an Employee creates IP in the course of, or pursuant to, a sponsored research or other agreement.	IP ownership will be determined in accordance

<sup>1</sup> This reflects the default position in law, which is also often reiterated in employment contracts.

2.3.3. Where there is any other relevant agreement which has been made with the University's consent.	with the terms of that agreement.
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#### More than incidental use of the University's resources

- 2.4. Where a Creator creates 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 will belong to the University.
- 2.5. IP will not generally be considered to have been created with more than incidental use of the University's resources within the meaning of paragraphs 2.1.3, 2.3.1 and 3.4 where:
- 2.5.1. only an insignificant amount of University funds has been used;
  - 2.5.2. only an insignificant amount of Employee time has been used;
  - 2.5.3. only insignificant University resources have been used (e.g. office space, library and other general information sources, standard office computer equipment and/or other office equipment);
  - 2.5.4. the IP was created before the Creator started their employment with the University;
  - 2.5.5. the IP was created during the personal, unpaid time of the Creator; and/or
  - 2.5.6. the Creator created IP in a different field from the scope of their normal role.
- 2.6. If any Creator is in any doubt as to what constitutes "*incidental use*" or "*insignificant*" within the meaning of paragraph 2.4, they should seek clarification from their Academic Advisor or Authoriser (as appropriate), who may in turn seek guidance from the University officer with responsibility for IP (or their nominee) as required.

#### Uncertainty about the ownership or potential value of IP

- 2.7. 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).
- 2.8. 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.
- 2.9. If the Creator(s) disagree(s) with the relevant Dean's decision under paragraph 2.8, the Creator(s) may refer the matter in accordance with the Dispute Resolution procedure set out at section 16.

### **3. Rights in relation to IP**

#### The Creator's right to use IP

- 3.1. Where IP belongs to a Creator (including where the University has assigned IP to a Creator), the Creator:
- 3.1.1. 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
  - 3.1.2. 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, educational, publicity, charitable and/or

administrative purposes, such IP and any associated materials created by them during the course of their programme of study or employment (as appropriate), with effect from the date of creation.

- 3.2. Where IP belongs to the University (including where a Creator has assigned to the University IP which they created), the Creator may perform any act consistent with the licence granted by the University under paragraph 3.3.2.

### The University's right to use IP

- 3.3. Where IP belongs to the University (including where a Creator has assigned to the University IP which they created), the University:
- 3.3.1. 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
  - 3.3.2. 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).
- 3.4. 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 3.1.2.

### Rights in Teaching Materials and/or Programme Materials

- 3.5. IP in Teaching Materials and/or Programme Materials created by an Employee During the Course of their Employment will belong to the University, in accordance with the normal rule set out at paragraph 2.3 and the rights set out at paragraphs 3.2 and 3.3 will continue to apply.
- 3.6. Unless any of the exceptions set out at paragraph 2.3 apply, the University may grant the Creator(s) a share of the NET IP Revenue arising from the commercialisation of Teaching Materials and/or Programme Materials on a case-by-case basis, in accordance with section 8.

### Rights in Scholarly Materials

- 3.7. The University recognises and encourages the right of Students and/or Employees to publish their Scholarly Materials.
- 3.8. Ownership of Scholarly Materials created by a Student and/or an Employee will be determined in accordance with the normal rules set out at paragraphs 2.1 and 2.3 respectively and the rights set out at section 3 will continue to apply.
- 3.9. For the reason set out at paragraph 3.7, the University will not assert its right under paragraph 3.3.1 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.
- 3.10. 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 2.7 to 2.9.
- 3.11. To be clear, the University has not waived any rights in Scholarly Materials which belong to the University.

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

#### Moral rights

- 3.13. 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.
- 3.14. The University will acknowledge the author of a work where the law requires or otherwise, where reasonably practicable.

#### Performers' rights

- 3.15. 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.
- 3.16. 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.
- 3.17. 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).

### **4. General provisions which apply to all Creators**

#### General

- 4.1. Creators must take all reasonable steps to ensure that any IP which they create 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

- 4.2. Creators must keep clear and accurate records in relation to any IP which they create (including where they have used an AI tool to do so (as explained further at section 13)).
- 4.3. Creators should (as far as practicable) therefore ensure that all (copy and original) works, notes, reports, drawings, lab books, etc. are:
- 4.3.1. dated;
  - 4.3.2. sufficiently detailed to identify the work and how it operates (where applicable); and
  - 4.3.3. kept in a safe location.

#### Confidentiality

- 4.4. 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.
- 4.5. All parties must always therefore:
- 4.5.1. keep confidential any Confidential Information to which they have (and/or have had) access;
  - 4.5.2. only use Confidential Information for the purpose(s) for which it was supplied; and

- 4.5.3. ensure that they do not (whether accidentally or otherwise) disclose Confidential Information to any other party.
- 4.6. Any breach of paragraph 4.5, may result in serious consequences, including action being taken by the University under the relevant disciplinary procedures.

#### Conflicts of Interest

- 4.7. 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).
- 4.8. The Academic Advisor or Authoriser (as appropriate) will determine, normally within 5 working days of any report under paragraph 4.7, whether any actual or potential Conflict of Interest should be referred to the University officer with responsibility for IP (or their nominee), whose decision in this regard will be final.
- 4.9. Any failure to inform the University of any actual or potential Conflict of Interest in accordance with paragraph 4.7 may result in action being taken under the relevant University disciplinary procedure.

#### Working with the University

- 4.10. Each Creator must:
  - 4.10.1. provide all reasonable assistance to the University in the identification, protection and/or commercialisation of IP; and
  - 4.10.2. collaborate with all other relevant parties.
- 4.11. Each Creator must complete any document which the University reasonably requests, for example, to:
  - 4.11.1. disclose to the University any IP which they created;
  - 4.11.2. confirm IP creatorship and/or ownership;
  - 4.11.3. properly transfer (i.e. assign) to the University any right, title and/or interest they may have in any IP; or
  - 4.11.4. make the University aware of any Third Party contribution (whether financial, intellectual, resources or otherwise) to the relevant IP.
- 4.12. If any Student and/or Employee fails to complete any document which the University reasonably requests pursuant to paragraph 4.10.1, the University may take action against them under the relevant disciplinary procedure.
- 4.13. 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 (as appropriate).

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

- 4.14. Any licence granted by the University to any Creator(s) to use IP which belongs to the University pursuant to paragraph 3.3.2 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. The University will not unreasonably refuse a request from a Creator to extend such a licence.
- 4.15. On request, and in any event, before leaving their programme of study and/or employment at the University (as appropriate), each Creator must deposit with their Head of Department any IP (or, if

not possible, associated documents, such as drawings, diagrams, records (e.g. laboratory notebooks and Tangible Research Materials)) created by them which belongs to the University.

- 4.16. Former Students and 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).

## 5. Additional provisions for Students

Where IP created by a Student is assigned to the University, the revenue sharing provisions set out at section 8 will apply to the Student as if they were an Employee.

## 6. Additional provisions for Employees

### New Employees

- 6.1. Neither Employees nor the University automatically own IP in any works (including Teaching Materials) created by an Employee during their previous employment.
- 6.2. Employees must not use any IP During the Course of their Employment which may potentially infringe the rights of any other party (including a previous employer) unless they have first obtained in writing all relevant consents.

### Leaving Employees

- 6.3. Once their employment with the University ends (for whatever reason), Employees will not be automatically entitled to use any IP which they created and/or used at the University During the Course of their Employment, unless they have first obtained in writing all relevant consents.
- 6.4. Notwithstanding paragraph 6.3, an Employee may make and retain a single print copy of any Teaching Materials created 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. To be clear, Employees must not use any such Teaching Materials during any subsequent employment, unless they have first obtained in writing all relevant consents.
- 6.5. Subject to any contrary agreement, cessation of employment with the University will not normally affect an individual's right to receive a share of income in accordance with section 8.

### Professional or honorary appointments to the University

- 6.6. 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.

## 7. Commercialising IP

- 7.1. If the Creator(s) wish(es) to commercialise IP which they created, they must explore the possibility with the University (through Innovation Factory), in accordance with Innovation Factory's prevailing processes.
- 7.2. Normally, the University will commercialise IP by:
- 7.2.1. licensing or selling IP; or
  - 7.2.2. setting-up a Spin-out Company,

via Innovation Factory, tailored for each case and agreed with the Creator(s).



- 7.3. From time to time, there may be cases where the University considers that the commercialisation routes at paragraph 7.2 are not appropriate in the circumstances. In such cases, the University may enter a more bespoke arrangement, to be determined on a case-by-case basis.
- 7.4. 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.

## 8. Revenue sharing

- 8.1. This section 8 applies in relation to the commercialisation of IP, except in relation to Spin-Out Companies, which are addressed at section 9.

### General

- 8.2. Any income generated by the commercialisation of IP via Innovation Factory will belong to the University, except where otherwise agreed in writing.
- 8.3. Notwithstanding paragraph 8.2, in the interests of encouraging the creation of IP, the University will consider offering incentives to Creator(s) as appropriate.
- 8.4. 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 8.

### Distribution of NET IP Revenue

- 8.5. The University will normally allocate NET IP Revenue on the basis set out in the table below, subject to the exceptions detailed at paragraph 8.6:

		<u>Percentage of NET IP Revenue</u>
8.5.1.	Creator's Revenue Share	40%
8.5.2.	University Revenue Share	60%

- 8.6. Paragraph 8.5 will not normally apply in the case of:
- 8.6.1. any Spin-Out Company (see section 9);
- 8.6.2. Professional Appointments, save as in exceptional circumstances, in which case the University will determine the allocation of NET IP Revenue on a case-by-case basis;
- 8.6.3. Teaching Materials and/or Programme Materials, save as where the University grants the Creator(s) a share of the NET IP Revenue arising from their commercialisation under paragraph 3.5;
- 8.6.4. the Creator's Revenue Share of any Tangible Research Materials, which will normally be distributed to a research account for the School that produced the Tangible Research Material, subject to any prior written agreement. Any distribution to Creators and/or Contributors is at the discretion of the relevant Dean, based on a recommendation from Innovation Factory.
- 8.7. The University will normally only seek to retain a higher University Revenue Share than that set out at paragraph 8.5.2 where the University has provided Cash Investment and/or a convertible loan.

### Third Parties

- 8.8. 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 8 will be subject to any relevant

agreement with, or obligation owed to, a Third Party (i.e. a Third Party's revenue share will be paid out prior to any revenue distribution to Creators and/or Contributors).

#### No University or Innovation Factory liability

- 8.9. 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

- 8.10. 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 will be entitled to an equal proportion of the Creator's Revenue Share.
- 8.11. Any dispute between Creators regarding the distribution of the Creator's Revenue Share will be referred for consideration under the dispute resolution procedure set out at section 16. No payments will be made pending the outcome of that procedure.
- 8.12. 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 the Creators (which must be notified in writing to Innovation Factory).
- 8.13. Any payments in respect of the Creator's Revenue Share will be made in accordance with Innovation Factory's commercialisation procedure, subject to paragraph 8.11.

#### Distribution of the University Revenue Share

- 8.14. The University will determine the internal distribution of the University Revenue Share, having regard to all the circumstances (including the aims set out at paragraph 1.11).

### **9. Spin-Out Companies**

#### Grant of licence to Spin-Out Company

- 9.1. Where the Creator(s) set-up a Spin Out Company, the University will license the relevant IP to the Spin-Out Company in exchange for the division of equity and other payments set out at paragraphs 9.2 to 9.4.

#### Division of equity

- 9.2. Prior to any investment, the default division of equity in a Spin-Out Company at the date of IP transfer will be as follows:

	<u>Software Spin-Out Company</u>	<u>All other Spin-Out Companies</u>
9.2.1. Creator's Equity Share	90%	80%
9.2.2. University Equity Share	10%	20%

Other payments

- 9.3. In addition to the University Equity Share, the University will receive a payment on Net IP Revenue at a rate of 1% to 5%, depending on the IP's maturity and status at the date of transfer, to be determined on a case-by-case basis by Innovation Factory.
- 9.4. Any payment due to the University under paragraph 9.3 will not be subject to the revenue-sharing provisions at paragraph 8.5.

Third Parties

- 9.5. Where a Spin-Out Company is set up for the purpose of commercialising IP that is owned (either in full or in part) and/or funded by a Third Party, the division of equity and other payments provisions set out at paragraphs 9.2 to 9.4 will be subject to any relevant agreement with, or obligation owed to, a Third Party (i.e. a Third Party's revenue share will be paid out prior to any revenue distribution to Creators and/or Contributors).

Further provisions in relation to equity in a Spin-Out Company

- 9.6. Subject to any contrary written agreement between all Creators (which must be notified in writing to Innovation Factory), where there is more than one Creator, the default position is that each Creator will be entitled to an equal proportion of the Creator's Equity Share.
- 9.7. Any dispute between Creators regarding the distribution of the Creator's Equity Share will be referred for consideration under the dispute resolution procedure set out at section 16. No allotment will be made pending the outcome of that procedure.
- 9.8. Contributors are not normally entitled to any equity share in a Spin-Out Company. However, the Creator(s) may, at their discretion, allocate some of the Creator's Equity Share to one or more Contributor(s), subject to the agreement of all Creators (which must be notified in writing to Innovation Factory).
- 9.9. Prior to any allotment of shares in a Spin-Out Company to a Creator or a Contributor, the Creator or Contributor (as appropriate) must provide to the University any documents reasonably requested by Innovation Factory.
- 9.10. 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.
- 9.11. Any Spin-Out Team Share Options Pool will be set by the Creator(s) and allocated from the Creator(s) Equity Share.

**10. Recovery of costs by the University and/or Innovation Factory**

All IP Expenses incurred by the University and/or Innovation Factory in relation to the commercialisation of IP will be recoverable from Gross IP Revenue at Innovation Factory's sole discretion.

**11. Open Licensing**

- 11.1. 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.
- 11.2. If, having regard to all the circumstances (including their obligations under paragraph 4.1), a Creator considers that it is appropriate to do so, the Creator may Openly License any copyright work which they have created in furtherance of academic research (excluding Teaching Materials), providing that the Creator:
- 11.2.1. uses a recognised Open Licence (e.g. Creative Commons); and
  - 11.2.2. selects the appropriate permissible use(s).

- 11.3. If in any doubt about the ownership or potential value of any IP being considered under paragraph 11.2, the Creator should refer to paragraphs 2.7 to 2.9.

## 12. Respecting the rights of others

### General

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

### Using IP which belongs to any other party

- 12.2. Where a Student and/or an Employee intends to use (in any way) IP which belongs to any other party (including the University), prior to any such use, they must ensure that (as appropriate):
- 12.2.1. 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);
  - 12.2.2. the intended use falls within one of the statutory exceptions to copyright;<sup>2</sup> or
  - 12.2.3. they obtain the written permission of the relevant rights-holder to the intended use (either in a formal licence or otherwise).
- 12.3. Where Students and/or Employees determine that paragraph 12.2 or 12.2.2 applies, they should:
- 12.3.1. document their assessment and the reasons for it; and
  - 12.3.2. comply with the requirements of that licence and/or statutory exception (as appropriate).
- 12.4. Students and/or Employees must not use any IP which belongs to any other party, unless paragraph 12.2, 12.2.2 or 12.2.3 applies. Any failure to comply with this paragraph 12.4 may constitute IP infringement.

### Requests to use IP which belongs to the University

- 12.5. Any request pursuant to paragraph 12.2.3 to use:
- 12.5.1. 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](mailto:uml.copyright@manchester.ac.uk); and
  - 12.5.2. any other IP which belongs, or is licensed, to the University must be sent to the University officer with responsibility for IP (or their nominee).
- 12.6. Any request to use the University's name and/or logo for any purpose must be dealt with in accordance with the [Policy for Advertising and Sponsorship on University Web Pages](#).

### Action required in event of potential or actual infringement of rights

<u>Person</u>	<u>Action required</u>
12.7. <u>Employees and/or Students</u>	- If any Student 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 immediately notify the University officer with responsibility for IP (or their nominee), providing full details of the infringement and giving all further assistance as reasonably required.

<sup>2</sup> Further guidance is available from <https://www.gov.uk/guidance/exceptions-to-copyright> and the [Library's Copyright Guidance Service](#).

12.8. <u>Any other person</u>	- 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 <a href="#">University's Takedown procedures</a> . <sup>3</sup>
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### 13. Use of AI

- 13.1. The University's position is that when used appropriately, AI has the potential to enhance teaching and learning and can support inclusivity and accessibility.
- 13.2. Where Employees and/or Students use AI when creating works, they must:
- 13.2.1. ensure that their use of any IP which belongs to any other party is permitted (in accordance with paragraph 12.2);
  - 13.2.2. ensure that all appropriate measures are in place to protect data which belongs to any other party;
  - 13.2.3. keep detailed records of all data, materials, and/or instructions used. As a minimum, such notes should include relevant dates, the origin of such materials and/or data, the legal basis for using (i.e. licence, statutory exception or written permission (as set out at paragraph 12.2)) and the creative process, including the extent of any expressive contributions;
  - 13.2.4. consider any relevant terms and conditions (e.g. those of the AI tool); and
  - 13.2.5. label any works created using AI (in any way), to make it clear that AI has been used.

### 14. Confidentiality, data protection and information sharing

- 14.1. 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.
- 14.2. For the purpose 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.
- 14.3. 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.

### 15. Social responsibility

- 15.1. The University will not promote, support or commercialise any IP-related project which it considers:
- 15.1.1. is not in accordance with the University's values; and/or
  - 15.1.2. may adversely affect its reputation.
- 15.2. 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.

<sup>3</sup> The University's Takedown procedures is available at <https://documents.manchester.ac.uk/display.aspx?DocID=32640>.

## 16. Dispute Resolution

### Initial referral

- 16.1. Any dispute in relation to a matter arising under, or the interpretation of, this Policy will initially be referred to the Academic Advisor or Authoriser (as appropriate) of the Creator(s) raising the dispute.
- 16.2. 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

- 16.3. If the Academic Advisor or Authoriser (as appropriate), or the individual to whom they refer the dispute under paragraph 16.2 (where applicable), is unable to reach a decision within 6 weeks of the matter being referred for their consideration, the matter will be referred to the University officer with responsibility for IP (or their nominee) for consideration.
- 16.4. The University officer with responsibility for IP (or their nominee) may at their sole discretion refer the matter to an IP Panel for determination (as appropriate).

### The IP Panel

- 16.5. The IP Panel will consist of an odd number of members and will not include any member who has had any prior involvement with the matter.
- 16.6. The parties to a dispute will be given at least 10 working days' notice of the meeting of the IP Panel to consider the issue(s) raised and will, not less than 5 working days prior to the IP Panel meeting, provide to the IP Panel a copy of any written statement or evidence upon which they wish to rely in support of their position.
- 16.7. The parties to a dispute will be given an opportunity to make a statement during the relevant IP Panel meeting, explaining their position.
- 16.8. Where a party to a dispute is a Student, they may be accompanied during any relevant IP Panel 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 must not make any statement or ask or answer any question on behalf of the Student.
- 16.9. The IP Panel will consider the issue(s) raised and the weight of any supporting evidence and will make a decision (normally on the day of the IP Panel meeting), based on the balance of probabilities (i.e. it is more likely than not). If the IP Panel is unable to reach a majority decision, the IP Panel chair will have the casting vote.
- 16.10. The IP Panel will notify the relevant parties of its decision as soon as reasonably practicable.

### Appeal

- 16.11. If a party disagrees with any IP Panel decision, they may apply to appeal the decision on one or more of the following grounds:
  - 16.11.1. procedural irregularity of such a nature as to cause reasonable doubt as to whether the decision might have been different had the irregularity not occurred;
  - 16.11.2. availability of new evidence which could not reasonably have been expected to be presented to the IP Panel; and/or
  - 16.11.3. the disproportionate nature of the outcome,

providing that the party complies with the provisions of paragraph 16.12.

- 16.12. Any application to appeal a decision of the IP Panel must be submitted in writing to the Deputy President and Deputy Vice-Chancellor (or their nominee) within 10 working days of the written notification of the IP Panel's decision being issued and must detail which of the grounds of appeal (as set out at paragraph 16.11) the application is made upon and include any supporting evidence.
- 16.13. On receipt of an application to appeal, the Deputy President and Deputy Vice-Chancellor (or their nominee) will consider whether that application has been made in accordance with the relevant requirements (as set out at paragraphs 16.11 and 16.12). If the Deputy President and Deputy Vice-Chancellor (or their nominee) considers that the:
- 16.13.1. application was submitted after the deadline specified at paragraph 16.12, they will normally reject the application;
  - 16.13.2. application was submitted within the deadline specified at paragraph 16.12, but the circumstances detailed in the application do not constitute grounds of appeal under paragraph 16.11, they must reject the application and notify the applicant in writing of their decision and the reasons for it. There will be no opportunity for the applicant to appeal that decision; and
  - 16.13.3. application was submitted within the deadline specified at paragraph 16.12 and the circumstances detailed in the application do constitute grounds of appeal (under paragraph 16.11), an Appeal Panel will be arranged.
- 16.14. The Appeal Panel will consist of an odd number of members and will not include any member who has had any prior involvement with the matter.
- 16.15. The Appeal Panel will not rehear a case, but will instead determine by simple majority whether, on the basis of the appeal documents alone, the grounds for appeal (set out at paragraph 16.11) are made out on the balance of probabilities (i.e. it is more likely than not). If the Appeal Panel is unable to reach a majority decision, the Appeal Panel chair will have the casting vote.
- 16.16. The Appeal Panel will notify the applicant of its decision and the reasons for it. The decision of the Appeal Panel will be final and the applicant will have no further right to appeal.

### General

- 16.17. Where external advice is required in relation to a dispute under this section 16, the University may treat the costs of obtaining such advice as an IP Expense.

## **17. Breach of this Policy**

If 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.

## **18. General**

### Interpretation

- 18.1. Any reference in this Policy to the terms "*include*", "*including*", "*in particular*", "*for example*" or any similar expression will be construed as illustrative only and shall not be construed as restrictive.
- 18.2. Any question regarding the interpretation or status of this Policy will be referred to the University officer with responsibility for IP (or their nominee).

No waiver of University's rights

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

Compliance with laws

- 18.5. All parties agree that they will comply with all applicable laws, statutes and regulations from time to time in force, including, but not limited to obligations arising under the [National Security and Investment Act 2021](#) and any other export control legislation from time to time in force.

Amendments

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



**APPENDIX - GLOSSARY OF TERMS**

The following terms are used in this Policy:

- Academic Advisor** - means a Student's academic advisor;
- AI (Artificial Intelligence)** - means technology that enables machines to perform tasks that are typically associated with human intelligence and problem-solving;
- Appeal** - means an appeal of a decision, as described at paragraphs 16.11 to 16.16;
- Appeal Panel** - means the panel which considers any Appeal;
- Authoriser** - means the relevant authoriser in accordance with the table below:

<b>Position</b>	<b>Authoriser</b>
- 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
- Head of School; - Head of Department or Head of Division; 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 or Head of Faculty or School (or equivalent) as appropriate
- Those who are line-managed by the Institute Director	- Institute Director
- Those who are line-managed within the relevant administrative division	- Head of Directorate or Head of Faculty or School (or equivalent) as appropriate
- Students (who are not also Employees)	- Academic Supervisor

- Cash Investment** - means the investing of money by the University into a project or Spin-out Company in exchange for the promise of it receiving additional shares and/or increased royalties;
- 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*” will 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 considered 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 and materially develops IP in some way (i.e. a Contributor supports the development of IP and does significantly more than merely follow instructions or standard processes and/or act as a facilitator, but does not do so in a way that is creative, original and/or gives rise to IP);
- Contributor’s Equity Share** - means any equity in a Spin-Out Company allocated to a Contributor (as appropriate), as set out at paragraph 9.8;
- Contributor’s Revenue Share** - means the Contributor’s share of NET IP Revenue, as set out at paragraph 8.12;
- Creator** - means a person who (either individually or jointly with others) creates 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;
  - (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 allocated to the Creator(s), as set out at paragraph 9.2.1;
- Creator's Revenue Share** - means 40% of NET IP Revenue, as set out at paragraph 8.5.1;
- During the Course of their Employment** - means in performance of an Employee's role, duties arising under their contract of employment and/or job description or as assigned to them by their employer from time to time;
- Employee** - means any employee of the University (whether paid or unpaid) and also includes for the purpose 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 or any other organisation who is engaged in research or study at the University and/or has physical access to the University's facilities or remote access to IT systems on a temporary basis;
  - (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. This would include, for example, post-doctorate researchers and interns with employment contracts;
- 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 work in which rights may arise (whether automatically or upon successful application). IP includes, for example:
- (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; and
  - (i) trade secrets;
- 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 and includes, for example:
- (a) any payments reasonably made by the University to any Third Party in relation to commercialising, securing, maintaining and enforcing the protection of IP (e.g. patent and/or legal 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 University officer with responsibility for IP (or their nominee) to review any matters arising under, or in connection with, this Policy and assist as necessary;
- 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 11.2. “*Openly License*”, “*Openly Licensing*” and “*Openly Licensed*” will 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;
- Programme Materials** - means the materials developed for teaching a programme, including curricula, intended learning outcomes (ILOs), aims and objectives, tutor instructions, lecture templates and guidance, teaching and assessment methods, marking schedules, frameworks for student progression, explanatory materials, handbooks and resource lists;
- Scholarly Materials** - means all copyright works created 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 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;

<b>Software Spin-out Company</b>	- means an independent legal entity formed (or, if dormant, made active) to develop and/or commercialise only software copyright generated at the University;
<b>Spin-Out Company</b>	- means an independent legal entity formed (or, if dormant, made active) to develop and/or commercialise IP generated at the University;
<b>Spin-Out Team Share Options Pool</b>	- means a percentage of equity in the Spin-Out Company set aside, so that it may be issued to people in the future (e.g. in share option schemes);
<b>Student</b>	- 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), including those who have interrupted their studies or who have taken an intercalated programme. It also includes any student of another higher education institution who is engaged in research or study at the University;
<b>Tangible Research Materials</b>	- 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;
<b>Teaching Materials</b>	- means any materials (in any format) that are primarily intended to be used or accessed for the purpose of teaching students on any programme of study at any level including: <ul style="list-style-type: none"> <li>(a) course guides, handouts and on-line materials (including annotated scores and manuscripts);</li> <li>(b) presentation materials (including lecture notes, slides, animations, graphics, interactive software and other audio-visual materials);</li> <li>(c) instruction manuals; and</li> <li>(d) artefacts (including models and apparatus for practical demonstration and experimental work); and</li> <li>(e) assessment and examination questions;</li> </ul>
<b>Third Party</b>	- means any person (whether natural or otherwise) who is not a Student, an Employee or the University;
<b>University</b>	- means The University of Manchester;

- University Equity Share** - means the equity in a Spin-Out Company allocated to the University, as set out at paragraph 9.2.2;
- University Revenue Share** - means 60% of NET IP Revenue as set out at paragraph 8.5.2; 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 <sup>3</sup> Guides
1.3	September 2020	Review
1.4	18 August 2021	Review
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