

# Intellectual Property and Commercialisation Policy

## Contents

1	INTRODUCTION .....	2
2	OWNERSHIP .....	2
3	OVERVIEW .....	3
4	WHAT IS INTELLECTUAL PROPERTY? .....	5
4.1	Copyright.....	5
4.2	Moral rights.....	5
4.3	Database Rights.....	6
4.4	Patents.....	6
4.5	Trade marks .....	7
4.6	Designs .....	8
4.7	Know-How and Confidential Information .....	8
5	OWNERSHIP OF IP – EMPLOYEES.....	9
6	OWNERSHIP OF IP – STUDENTS .....	11
7	OWNERSHIP OF IP - ASSOCIATES.....	13
8	IP RIGHTS REVERSION .....	14
9	COMMERCIALISATION.....	15
9.7	Spin Out Companies.....	16
9.8	Employee participation in spin out companies .....	17
9.9	Warranties and Liabilities .....	18
10	REVENUE SHARING OF PROCEEDS FROM EXPLOITATION OF INTELLECTUAL PROPERTY .....	18
11	RECORD KEEPING AND AUDIT .....	20

12	CONFIDENTIALITY.....	21
13	OTHER OBLIGATIONS.....	21
14	QUERIES OR DISPUTES.....	22
15	ASSOCIATED DOCUMENTS.....	22
16	GLOSSARY OF TERMS.....	23
17	VERSION CONTROL .....	25

## **1 INTRODUCTION**

The University of Northampton (the “University”) Intellectual Property (IP) Policy sets out the rights and responsibilities of its staff, research and taught students, and associates in relation to their intellectual and creative output. The University supports innovative research, and enterprising and entrepreneurial projects that have wide- ranging and significant impact on the lives of local, national, and international communities and aims to encourage and facilitate the development and protection, where appropriate, of any IP created.

Guidance on processes can be provided from the Knowledge Exchange and Enterprise team ([Knowledge.Exchange@northampton.ac.uk](mailto:Knowledge.Exchange@northampton.ac.uk)).

## **2 OWNERSHIP**

- 2.1 The Knowledge Exchange and Enterprise (KEE) team owns and manages this policy on behalf of the University.
- 2.2 This policy will be reviewed by the Research and Knowledge Exchange (RAKE) Committee on a 3-year basis or amended in response to changes in future legislation and/or case law.

### 3 OVERVIEW

- 3.1 For the purpose of this policy, intellectual property or “**IP**” includes patents, rights to inventions, copyright and related rights, including semiconductor topography rights, plant breeders and plant variety rights, database rights, rights in designs, trade marks, trade names and service marks, goodwill and the right to sue for passing off, domain names, confidential information (including know-how and trade secrets) and all other intellectual rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights which subsist or will subsist now or in the future in any part of the world, as described more particularly in paragraph 4.
- 3.2 This document sets out the policy of the University on ownership, use, dissemination, and commercialisation of IP in work created by the University's employees, students and people who are affiliated with the University but who are neither employees nor students, including, for example honorary, emeritus visiting status, readers, and researchers from other research institutions (“**Associates**”).
- 3.3 This policy is intended to reflect not only the provisions of relevant legislation but also academic custom and practice as it currently operates in the UK HE sector. The aim of the policy is to provide clear guidance and to encourage the development, use, dissemination, and commercialisation of IP.
- 3.4 This policy forms part of, and takes precedence over, the contract of employment for all University employees, and the admission, enrolment, education, research, secondment or hosting contracts with students or Associates of the University.
- 3.5 This policy should be interpreted in a manner consistent with all other University policies, including Visiting Professors and Fellows Policy.
- 3.6 Nothing contained in this policy will:

3.6.1 limit any statutory or common law right of a University employee, student, or Associate in relation to IP; or

3.6.2 create any right or entitlement for any University employees, students or Associates in relation to IP where the exercise of such right or entitlement might cause the University or its employees, students or Associates to breach or be unable to comply with any legal obligations or ethical requirements, for example in relation to the obtaining of consent from research participants or the proper processing of personal information as noted in the Research Ethics Code and Procedures;

3.6.3 override any obligations of confidentiality that University employees, students or Associates have in relation to any IP as more particularly described in paragraph 12; or

3.6.4 unless otherwise agreed between the relevant parties, override agreements that University employees, students or Associates have entered into with third parties, on behalf of and with the knowledge of the University, as a condition of sponsorship or research funding.

3.7 If any University employee, student or Associate has generated or may be expected to generate IP that they believe can be registered or protected they should:

3.7.1 Contact the University's Knowledge Exchange and Enterprise (KEE) team and complete a copy of the Invention Disclosure Form;

3.7.2 Keep the IP and material confidential (through proper use of confidentiality agreements) until the fact and manner of disclosure is assessed by the KEE team to discuss next steps, protection methods and/or application processes.

## **4 WHAT IS INTELLECTUAL PROPERTY?**

### **4.1 Copyright**

- 4.1.1 Copyright protects a wide variety of “original” works which are the product of a person’s own skill, labour, or intellectual creation, including original literary, dramatic, musical and artistic works, software, film recordings, sound recordings and broadcasts. It is a right which arises automatically as soon as the work is “recorded” e.g. recorded in writing or recorded via a digital recording. It lasts, in many cases, for the life of the author plus 70 years.
- 4.1.2 Copyright allows you to prohibit others from carrying out certain acts with your work or a substantial part of it, for example copying, distributing, performing or adapting it, but does not provide a monopoly right. For example, if a similar or identical work to your copyright work is produced by an author independently and without copying, it will not infringe your copyright.
- 4.1.3 Examples of copyright include course notes, written results and reports, presentation slides, databases and computer software.

### **4.2 Moral rights**

- 4.2.1 Moral rights are the “reputational” rights of an author that exist in a copyright work. These include the right to be recognised as author of your work, the right to object to false attribution of a work and the right to object to derogatory treatment of your work. These cannot be sold or transferred like other IP rights; they can only be waived in writing.

## **4.3 Database Rights**

4.3.1 Database rights protect the arrangement of databases and the effort that has been put into gathering information for them. For this right to exist there must be a database which is a “collection of independent works, data or other materials arranged in a systematic or methodical way” whether held electronically or in paper form and there has to have been “substantial investment” in obtaining, verifying or presenting the contents of the database. For example, simply listing information in alphabetical order will not constitute “substantial investment”.

4.3.2 Database rights arise automatically as soon as recorded and last, in many cases, for 15 years from the end of the year the database was completed. They allow you to prohibit others from extracting or utilising a substantial part of the contents of your database. Note that databases can be protected by both copyright and database rights.

4.3.3 Examples of databases might include arrangements of results, mailing lists and lists of customers.

## **4.4 Patents**

4.4.1 Patents protect technical inventions, such as products or processes which are new and are not an obvious development of what has gone before. They protect against unauthorised use, production, import or other exploitation of an invention and can be a valuable intellectual property right in the context of commercialisation of university research.

4.4.2 To be eligible for registration as a patent at most patent offices an invention must be “new” i.e. must not have been disclosed to anyone before the patent is applied for except under confidentiality obligations. Even disclosure to a friend or colleague in passing will mean your invention is no longer “new” and will invalidate any patent application. Patents last for

20 years from the filing date, provided annual renewal fees are paid (and potentially for a longer period of time for specific types of patents).

4.4.3 Examples might include a new chemical formula for treating leather, a new mechanism for improving lift safety, a novel insert to improve shoe comfort.

## **4.5 Trade marks**

4.5.1 A trade mark is a sign or symbol used by a company/organisation to distinguish its products or services from those of other traders. A trade mark can be a brand name (e.g. University of Northampton), a logo, a strapline, a trading style, a shape, colours and even in some circumstances, packaging, smells, sounds and holograms.

4.5.2 When you register trade marks you register them in relation to chosen goods and/or services and these registrations last for 10 years but are renewable for further 10-year periods indefinitely. Registered trade marks allow you to prohibit others from using your or a similar mark in the course of trade in relation to the same or similar goods and/or services for which your mark is registered (subject to meeting certain conditions).

4.5.3 Trade marks which are unregistered may be enforced by way of an action for passing off in the UK or by way of unfair competition in other jurisdictions. This requires proof of goodwill and reputation in the mark, a misrepresentation that could mislead the public and proof of damage caused, for example financial loss or damage to goodwill. Such actions can often be more difficult to prove and more expensive than enforcing registered trade marks

## **4.6 Designs**

4.6.1 Design rights protect what a product “looks like” i.e. the visual appearance of the whole or part of a product. They can be registered or unregistered: registered rights confer a monopoly right whereas unregistered rights give lesser protection.

4.6.2 A registered design protects the appearance, surface decoration, physical shape and configuration of design features including both 2D surface pattern/image and 3D articles. To be registerable a design must be new and be of individual character i.e. give a different overall impression from previous designs to an “informed user”. Protection lasts a maximum of 25 years, with registrations renewed every 5 years. A registered design gives you the exclusive right to make articles incorporating your design and to prohibit others from doing so even if the design is not “copied”. Examples of registered designs might include designs for shoes, furniture or electronic equipment such as smart phones.

4.6.3 An unregistered design right is available in the UK and EU, but only protects the appearance of purely functional products and does not cover surface decoration and only allows you to prohibit others from using your design if you can actually prove your design has been “copied”. Depending on where your protection arises this right can last for 3 or 10 years from first marketing. Examples of unregistered designs might include agricultural tools.

## **4.7 Know-How and Confidential Information**

4.7.1 These are key business processes, methods, techniques and information which are not already in the public domain. It is crucial to keep know-how and confidential information secret by protecting them under confidentiality obligations in a contract.



4.7.2 Examples might include know-how necessary to operate a patent and key technical business processes.

## **5 OWNERSHIP OF IP – EMPLOYEES**

- 5.1 All University employees acknowledge that, because of the nature of their duties and the particular responsibilities arising from the nature of those duties, they have, and shall have at all times while employed by the University, a special obligation to further the University's interests.
- 5.2 The University shall own all IP in work produced by University employees in the "course of their employment" unless otherwise agreed in writing and all University employees acknowledge that all such IP subsisting (or which may in the future subsist) shall automatically, on creation, vest in the University absolutely. Such ownership is subject to the provisions relating to employee inventions in the Patents Act 1977.
- 5.3 Material produced "in the course of employment" means [any materials or work produced by an employee a) during the course of their normal duties at the University; b) outside their normal duties at the University but specifically assigned to them by the University; c) to further the interests of the University; d) using the creative or financial input of the University and e) using equipment and/or facilities owned, used, lent, rented, leased or otherwise provided to the University whether during contracted working hours or not and whether using University resources or equipment or not] and, for the avoidance of doubt, the following IP produced by employees belongs to the University:

5.3.1 work in any media generated by the use of University equipment or facilities;

- 5.3.2 material produced for the purposes of the design, content and delivery of a University course or exam, whether used at the University's premises or used in relation to a distance learning and/or e-learning project;
  - 5.3.3 material for projects specifically commissioned by the University;
  - 5.3.4 material produced in connection with externally funded research; and
  - 5.3.5 material produced in the support and service capacity of University employees (including, for example software, finance or policy records and administration reports, results and data).
- 5.4 Material generated outside of employment which the Employee can demonstrate to the University's satisfaction (1) was created outside the course of the Employee's employment; (2) does not result from activity which is prohibited by the Employee's terms of employment with the University; (3) did not make more than incidental use of University resources and (4) does not build upon existing University IP (e.g. by way of extension, improvement, enhancement or modification), shall be owned by the Employee. To assert that any IP falls within this exception, the Employee must raise this in the first instance with the University's Commercialisation and IP Manager.
- 5.5 To the extent that IP in work produced by University employees does not automatically vest in the University in accordance with paragraph 5.1, University employees will hold such IP on trust for the University.
- 5.6 University employees hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which they have or will have in any existing or future IP.
- 5.7 Employees are required to notify the Commercialisation and IP Manager of any IP they have generated which they believe or should have reason to believe has the potential for protection, registration or commercial exploitation.

- 5.8 The University supports the principle of academic freedom and encourages employees to advance their academic development by the publication of articles, conference papers and books. The University will therefore usually agree to assign to an employee the copyright in such works upon request by that employee (provided that the works do not form part of a course or teaching materials). In such circumstances, however, the University reserves the right to attach conditions to assignment in order to protect the University's interests.
- 5.9 In the case of an activity sponsored by a third party, the ownership of Employee Generated IP will be determined according to the terms of the agreement with that third party. In the absence of any such agreement, or provision for ownership of IP within such agreement, Employee Generated IP will be owned by the University.
- 5.10 It may be agreed from time to time that an employee will undertake work for a third party on a temporary or ad hoc basis. Before that work is undertaken, an agreement must be put in place between the University, the Employee and the third-party governing ownership and exploitation of IP which the Employee creates. In the absence of any such agreement, or provision for ownership of IP within such agreement, Employee Generated IP will be owned by the University.

## **6 OWNERSHIP OF IP – STUDENTS**

- 6.1 If a student enrolled on a course of study or research at the University generates IP pursuant to his/her studies or research, the student will own such IP, unless the student:
- 6.1.1 has agreed otherwise in writing with the University and/or any third-party sponsor of any relevant work it is carrying out where there is a claim on the IP arising as part of the terms of the sponsorship;

- 6.1.2 generates IP which builds upon existing IP owned by the University or generates IP jointly with University employees or Associates (in which case the student will be required to assign such IP to the University and will be entitled to apportioned income in accordance with paragraph 10 below in respect of revenue generated by that IP);
  - 6.1.3 generates IP using University facilities and/or resources and is required to assign IP as a condition of use; or
  - 6.1.4 is also an employee of the University (in which case the student is treated as a University employee for the purposes of this policy).
- 6.2 Students hereby grant to the University an irrevocable, non-exclusive, royalty-free licence to copy and use any student-owned IP for those purposes required for the functioning of the University. These purposes shall include, but are not limited to, the following: inspection of material by internal or external examiners, disciplinary or grievance procedures, legal, statutory, audit or regulatory requirements and quality control purposes such as monitoring academic misconduct or breaches of University policies.
- 6.3 In the case of paragraph 6.1.2 or where the student has agreed to assign any IP it has created to the University, the student hereby:
- 6.3.1 assigns to the University absolutely with full title guarantee all its right, title and interest in such IP in each case for the whole term of protection including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued; and
  - 6.3.2 irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which it has or will have in any existing or future IP.

- 6.4 As protecting and commercialising IP can be very expensive and time-consuming, the University may be willing to take on or contribute to the costs associated with protecting and exploiting any student-owned IP, provided the University believes the IP has sufficient commercial potential and the student assigns to the University such IP (and the student will be entitled to apportioned income in accordance with paragraph 10 below).
- 6.5 If any student has created any IP that it believes can be registered, protected or commercialised they are encouraged to notify the Commercialisation and IP Manager of any such IP.
- 6.6 In cases where assignment of student IP to the University is appropriate according to this policy, the document Student IP Assignment (see associated documents) must be completed.

## **7 OWNERSHIP OF IP - ASSOCIATES**

- 7.1 Subject to any written agreement to the contrary, Associates will assign to the University any IP they generate in the course of any activities carried out at the University (in which case the Associate will be entitled to apportioned income in accordance with paragraph 10 below).
- 7.2 Pursuant to paragraph 7.1, Associates hereby:
- 7.2.1 assign to the University absolutely with full title guarantee all their right, title and interest in any IP they generate in the course of any activities carried out at the University, in each case for the whole term of protection including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued; and
  - 7.2.2 irrevocably waive all their moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which it has or will have in any such IP work.

7.3 The University recognises that in certain cases (including, for example where an Associate remains an employee of another organisation), special arrangements may need to be negotiated regarding the ownership and use of IP which the relevant Associate may generate at the University.

7.4 If any Associate has created any IP that can be registered, protected or commercialised they must notify the Commercialisation and IP Manager.

## **8 IP RIGHTS REVERSION**

8.1 If having received full disclosure from all employees, students and Associates involved in the creation of a specific item of IP the University decides not to protect or exploit that IP then subject to paragraph 8.3 below, the University will normally, upon written request, agree to assign its rights to the person who created the IP in question.

8.2 In the event any rights assigned pursuant to paragraph 8.1 are commercially exploited, the University may require the person who created the IP to pay any reasonable costs incurred by the University in relation to those rights and any assignment under paragraph 8.1 may contain an obligation on the IP creator to that effect.

8.3 In certain circumstances the University may not be free to assign its rights, for example if a public sector body has funded work, that body may have the right to acquire the rights where the University does not exploit them.

8.4 In any event the University is under no obligation to assign any IP rights back to the person who created the IP in question.

## **9 COMMERCIALISATION**

- 9.1 The University views the development and exploitation of its IP as a key part of its Strategy which brings economic and social impact, financial and reputational benefits. The route for commercialisation of the University's IP is through the University's KEE Team. Employees and Students are encouraged to submit opportunities for IP development and commercialisation by submitting a completed Invention Disclosure Form (see Related Documents) to the University's KEE Team.
- 9.2 The decision to develop, protect and exploit any particular University IP is at the sole discretion of the University and will be made according to the normal University regulations and processes operative at the University at the time of disclosure of the IP.
- 9.3 In the event the University decides not to commercialise its IP, the Originator(s) (Student(s) or Employee(s)) who generated the IP have the right to request that the University transfers ownership of the IP to them or provides a clarification letter confirming IP ownership. Such transfer will be at the expense of the Originator(s) and will be subject to any rights of third parties to such IP. The University will consider, and not unreasonably refuse, each such request to transfer IP. Any transfer of ownership to an Originator will be conditional upon the University obtaining: (1) a royalty-free, irrevocable and non-exclusive licence to the IP for so long as it subsists for the promotional, research, academic publication, teaching and educational purposes of the University; (2) a share (to be agreed on a case by case basis by the University with the Originator(s)) of any future revenues accrued to reflect the nature and extent of the University's contribution and; (3) in the case of Employees or Students who are multiple Originators, agreement as to the share of ownership between them, particularly in the case where one or more of them are not to be involved in the onward development of the IP.

- 9.4 Any decision to register IP which is owned by the University is at the sole discretion of the University and will be made according to the normal University regulations and processes operative at the University at the time of disclosure of the IP.
- 9.5 In the event that a decision is taken to formally register IP, the Originator(s) will be required to enter into a Confirmatory Assignment. This document is to provide formal tangible evidence of the agreement around ownership of IP to confirm the legal position described in section 5.0, 6.0 and 7.0 which is an essential basis of the later successful commercialisation of the IP.
- 9.6 Employees and Students must not put any information connected with the University's IP in the public domain anywhere in the world where to do so will or may prevent or hinder the University obtaining registration of such IP.

## **9.7 Spin Out Companies**

- 9.7.1 Commercialisation may involve the creation of a spin-out company (i.e. a limited company formed by the University) or a start-up company (a limited company created by a third party in which the University is invited to participate) each and all referred to as "Company". Creation of or participation in any such Company will be on a case-by-case basis and will always be subject to the sole discretion of the University and will be made according to the University's Financial Regulations and other regulations and processes operative at the University at the time. The University's KEE Team provides guidance on the process for formation of a spin-out company.
- 9.7.2 IP will normally need to be licensed by the person(s) who owns it (as determined by this policy) to the Company via a license agreement, the terms of which will be negotiated on a case-by-case basis.
- 9.7.3 Founding equity shares in the Company will be determined on a case-by-case basis. In alignment with the University Spinout Investment Terms



(USIT) guide, the University will typically receive 5-25% of the shares in the Company. The equity share will take into consideration factors such as the level of support required from the University and the nature of the IP licensed to the Company. For example, in the case of a 20% University equity share, the inventors would receive 70%, with the remaining 10% allocated to an options pool. The purpose of the options pool is to incentivise any external key personnel who may be brought into the Company, for example as CEO. Allocation of the options pool shares will usually be determined by the board of directors of the Company and/or remuneration committee according to the articles of association of the Company. Usually there will be a single class of founding shares with equal rights for all founder shareholders. For clarification, this share allocation is for founding shares and any investment into the Company will be treated separately e.g., if the University and/or any other founder invests in the Company. Early-stage investment in the company may be via equity or a convertible loan agreement, the terms of which to be negotiated on a case-by-case basis. Founders are advised to take independent legal guidance regarding contracts entered into with the University and the Company.

## **9.8 Employee participation in spin out companies**

- 9.8.1 Employees may continue to actively participate in the development of a Company, principally to provide strategic technical support for the development of IP. Any such role will, at all times, be subject to the normal University rules and regulations surrounding Employees undertaking outside work.
- 9.8.2 Employees who are requested by the Company to undertake formal company director roles in a Company should note that the role of company director makes them subject to the duties and responsibilities enshrined within company law of England and Wales active at the time of

their appointment and they should ensure they fully understand the legal responsibilities and potential personal liabilities involved in such a role.

9.8.3 Employees must ensure they do not create any conflict of interests with their University role when accepting any position within a Company. Please refer to the UON Conflicts of Interest Policy and Procedure document. Guidance on this matter should be sought, in the first instance, from the Employee's Line Manager and Dean. The KEE team can provide additional guidance or clarification where required.

## **9.9 Warranties and Liabilities**

9.9.1 In the instance of a Company securing external investment, it is likely that the external investors will seek warranties around the creation of the IP. It is expected that a proportion of the liabilities associated with such warranties will fall to the Originators mirroring the potential rewards available to them from successful commercialisation. Hence, Originators may be required to give warranties and accept certain liabilities which will affect them on a personal basis independent of their employment at the University. As such, the University cannot offer legal advice to Originators obtaining share capital in a Company and strongly advises that Originators obtain independent legal advice before providing any such warranties or accepting any commensurate liability to a Company and/or investor in the Company.

## **10 REVENUE SHARING OF PROCEEDS FROM EXPLOITATION OF INTELLECTUAL PROPERTY**

10.1 Whilst the University will endeavour to act in good faith to maximise the commercial value of University-owned IP, the University will exploit IP at its sole discretion and makes no promise as to the extent of any financial returns that may arise from the exploitation of such IP.

10.2 Where the University receives royalty or other income from University-owned IP, the individual who created the IP will be entitled to an apportionment of the relevant royalty income after deduction of the University's relevant costs and expenses as set out in 10.5.

10.3 In the event of successful commercialisation of Employee Generated IP which is owned by the University through one or more licence agreements, or of Collaborative IP (in each case "Exploited IP"), the University agrees to share a proportion of net revenues attributable to the Exploited IP with the Originator(s) and (if applicable) their academic Faculty/Institute /Department on the terms set out below.

10.4 All revenue generated from the commercialisation of Exploited IP belongs in the first instance to the University. From the gross revenue received, the University will first seek to recover the costs associated with protecting, managing and developing the Exploited IP.

10.5 Net Licence Revenue (as defined below) will be shared between the Originator(s), their Faculty/Institute/Department and the University in accordance with the below scale. For the avoidance of doubt, this table does not apply when Exploited IP is commercialised through a Spin Out Company.

<b>Net Revenue</b>	<b>Inventor(s)</b>	<b>Faculty/Institute /Department</b>	<b>University</b>
£0 - £15,000	70%	15%	15%
£15,001 - £75,000	50%	25%	25%
£75,001 +	33.3%	33.3%	33.3%

10.6 Net Licence Revenue means total gross revenue received by the University in connection with the Exploited IP less (1) professional fees, expenses and other outgoings incurred or to be incurred by the University in managing, developing and protecting the Exploited IP and making arrangements for its exploitation; (2) any and all other amounts payable by the University to external organisations under funding or other agreements which facilitated the creation of the Exploited

IP; and (3) any and all taxes, charges and levies payable by the University on such gross revenue.

10.7 Where there is more than one Originator, it will be for the Originators to decide the proportions in which they will bear the share to which they are entitled, in default of which the share will be divided equally.

10.8 The proportion of Net Licence Revenue to which Employees are entitled will be calculated after deduction of applicable tax and National Insurance contributions and paid through payroll. Payments of Net Licence Revenue will not form part of an Employee's pensionable income.

10.9 Payments of Net Licence Revenue to Students and individuals who were, but have ceased to be, Employees will be deemed to be inclusive of any and all tax which may be chargeable on such payments and it is the sole responsibility of Students and such individuals to pay such tax.

## **11 RECORD KEEPING AND AUDIT**

11.1 All University employees, students and Associates who may generate IP solely or jointly as part of their work or research at, or dealings with, the University must keep clear, written, dated records of their research and/or development and/or other activities and of all IP and results generated and shall promptly, on request from the University, provide copies of such records and comprehensive details of such IP and results and their creation (and any additional information relating to such requested by the University) to the University.

11.2 All University employees, students and Associates engaged in research activities at the University are required to comply with all applicable research policies and regulations, including records management and information compliance.

11.3 All University employees, students and Associates shall, at the University's request and expense, promptly do all such acts and execute all such documents which may

be necessary or desirable to give effect to the terms of this policy and to vest in the University all rights, title and interest in the relevant IP.

## **12 CONFIDENTIALITY**

- 12.1 Whilst the University acknowledges the need of, and encourages, its employees, students and Associates to participate in academic debate and attend conferences, individuals are reminded that premature publication or other disclosure of results (including for example by presenting papers or posters at conferences, talks, lectures, seminars, writing abstracts or chapters in books) arising from any University project or work will make it impossible to obtain IP protection for any invention and/or designs and may have other adverse effects on IP.
- 12.2 University employees, students and Associates must not publish or otherwise disclose through any means (including for example by presenting papers or posters at conferences, talks, lectures, seminars, writing abstracts or chapters in books) results or IP arising from any University project or work a) in contravention of any confidentiality obligations relating to such results or IP; and b) until advice has been obtained from the Commercialisation and IP Manager on protection and any safeguards required (e.g. confidentiality agreements) and permission for such disclosure has been given by the Dean of Research and Knowledge Exchange. .

## **13 OTHER OBLIGATIONS**

- 13.1 University employees, students and Associates agree that they will not attempt to register any results or IP that are stated to be owned by, or assigned to, the University under this policy, unless requested to do so by the University.
- 13.2 In relation to the IP each party has assigned or agreed to assign under this policy, the University employees, students and Associates agree to give all necessary assistance to the University to enable it to enforce its IP against third parties,

defend claims for infringement of third-party IP and to apply for registration of IP, where appropriate throughout the world, and for the full term of those rights.

## **14     QUERIES OR DISPUTES**

In the event that any University employee, student or Associate has an issue or concern they wish to raise in connection with this policy, the individual should raise their concern in the first instance with their Line Manager and Dean. The KEE team can provide additional guidance or clarification where required.

## **15     ASSOCIATED DOCUMENTS**

- Commercial Opportunity Evaluation Form
- Commercialisation Process Flow Chart
- Confirmatory Assignment
- Conflicts of Interest Policy and Procedure
- Consultancy Policy
- Directorate of Research and KE Strategic and Operational Plan 2023 – 28
- Equality Diversity and Inclusion policy
- Invention Disclosure Form
- Student IP Assignment
- Research Ethics Code and Procedures
- University Strategy 2023 – 27
- Visiting Professors and Fellows Policy

## 16 GLOSSARY OF TERMS

Arising Intellectual Property (IP)	All of the Intellectual Property (IP) generated during the course of a research project is called Arising IP and may also be known as 'Foreground IP'.
Background Intellectual Property (IP)	All the Intellectual Property in existence prior to the commencement of the research project. The definition of Background IP may also include IP created after the commencement of the research project which is generated outside of the research project. This IP may also be defined as 'Sideground IP'.
Business Development Planning	Success must be planned. Licensing and company start-ups need a key business team able to identify and establish the most appropriate business strategy to exploit and generate value from your product or technology; provide and manage the resources needed to grow your business; manage your patents and provide an in licensing and out licensing strategy.
Commercial Pathway	This relates to identification of the most profitable and achievable take-to-market route. This includes an analysis of the steps required to gain product launch and sales in the most commercially viable territory.

Due Diligence	IP Due Diligence is a business process that carries out background analysis and that tests the robustness of Intellectual Property. This normally includes a review of prior art, direct competition, indirect competition, product alternatives, costs to take your technology /product to market, time frames, regulatory needs, future income/profitability and potential patent variation on a country-by-country basis. This research facilitates a risk analysis and helps form the judgement of commercial viability.
Foreground Intellectual Property (IP)	All the Intellectual Property (IP) generated during the course of a research project. Also known as 'Arising IP'.
Intellectual Property (IP)	This refers to a collective name for the bundle of rights that protect intellectual assets at law. They include patents, trademarks, copyrights, and rights in performances, registered and unregistered designs.
Joint Venture	A joint venture (JV) is when two or more companies set up a new company which is jointly owned by the parent companies. A JV may be set up to exploit a specific product or technology based on IP licensed into the JV by the parent companies. The parent companies exercise control over the new company and share revenues, expenses and assets.



## 17 VERSION CONTROL

Version Control	2.4	Approval record	
Author:	Commercialisation and Intellectual Property Manager	Approval:	RAKE 20.02.25 Senate 25.03.25
Date written:	April 2021	Updates:	N/A
Current status:	FINAL	Approval of revision	N/A

### Record of Amendments

Date	Version number	Details of Change	Approval
March 2025	2.4	<p>Ownership and reporting updated to KEE Team and Commercialisation and IP Manager.</p> <p>Updates to incorporate Spinout Review recommendations on equity. Substantive addition 9.7.3 to clarify the equity position for spin-out companies. This reflects the range of University equity share suggested in the University Spin-out Investment Term (USIT) Guide and the USIT for Software Guide.</p> <p>Additional Spinout Review recommendations incorporated. Reference to Conflicts of Interest Policy and Procedure added.</p>	Senate 25.03.25

		<p>Examples and clarification of breaches of confidentiality added.</p> <p>Addition of 6.6 to include Student IP Assignment document.</p> <p>Student IP Assignment added to associated documents.</p>	
--	--	---	--