

**UNIVERSITY OF ROEHAMPTON
INTELLECTUAL PROPERTY POLICY**

Originated by Enterprise Committee:	2008
Revised by Curriculum Strategy Committee:	24 July 2015
Recommended by Senate:	30 July 2015
Approved by Council:	[October 2015]
Review Date:	July 2018

UNIVERSITY OF ROEHAMPTON
INTELLECTUAL PROPERTY POLICY

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INTELLECTUAL PROPERTY POLICY

1. Objectives of the Policy

The objectives of this Intellectual Property Policy are to ensure that:

- 1.1 innovation, entrepreneurship and development of new ideas by anyone associated with the University of Roehampton (hereafter the "University") is encouraged and supported;
- 1.2 ownership of Intellectual Property (IP) within the University is clearly established;
- 1.3 the University's capacity for generating IP is recognised and realised;
- 1.4 all employees of the University and Students who have made a significant contribution to the creation of an item of IP receive a fair share of the benefits that may arise from it; and
- 1.5 discoveries, innovations and other significant items of IP arising from research and other contractual activity within the University are made widely available, particularly through UK companies and for the wider public benefit.

2. Definitions

For the purposes of this Policy the following words/terms shall have the following meanings:

"Head of Department" means the Head of Department responsible for an academic department or a Director responsible for an administrative office within the University.

"Commissioned Work" means work which the University has specifically employed or requested a person to produce, whether for a payment or not.

"Department" means an academic department or administrative office recognised by the University as part of its governance and management structures.

"More Than Incidental Use of University Resources" means more than infrequent or insignificant use of University funds, University employees; facilities, equipment, supplies or resources (including use of the University's name in the promotion of the work). The use of the following would not generally fall within this definition: routinely available equipment such as desktop computers and other personal office equipment; the library and reference materials generally available outside of the University.

"Intellectual Property" or "IP" means all intellectual and industrial property including, without limitation, patents, rights in know-how (including by way of example, knowledge, information, experience, and data, such as descriptions of manufacturing processes, formulae, designs or drawings), trade marks, registered designs, models, unregistered design rights, unregistered trade marks and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world.

"Originator" means the inventor, author, creator or other generator of IP who is also a University employee, engaged under a contract for services with the University, or a student of the University at the time the relevant IP arises.

"Performances" means any musical or dramatic performances, readings or recitations of literary works, performances or variety acts or other similar presentations given during, as

part of, or for the purposes of, a University course or assessment by the University, or in open lectures held at the University. Performances include a performance given during lectures, tutorials, seminars, and one to one teaching sessions.

“Scholarly Output” means academic research or other scholarly work produced by staff or students and includes without limitation, articles, theses, dissertations, plays, lyrics and scores.

“Student” means a person registered as an undergraduate or postgraduate student of the University and subject to the rules and regulations of the University.

“Third Party Collaboration” means any collaboration with an individual or body external to the University. Any spin-out company in which the University has less than 50% shareholding will be regarded as a third party.

3. Ownership of Intellectual Property

3.1 Unless the University has otherwise agreed in writing, it owns all Intellectual Property specified in this Policy which is developed, made, or created by:

- (i) any person employed by the University in the course of their employment;
- (ii) any person engaged by the University under a contract for services during the course of or incidentally to that engagement; and
- (iii) any person engaged in study or research at the University where the IP arises from the use of the University’s facilities, equipment or resources except for Students who are dealt with under paragraph 3.2.

3.2 The University wants to encourage innovation, entrepreneurship and development of new ideas in its Students and therefore does not assert ownership over IP which is developed, made or created by Students in the course of their study or research at the University, except where they:

- (i) hold a sponsored studentship under which the sponsor has a claim on the arising IP;¹
- (ii) are employed by the University and the IP is developed, made or created in the course of their employment (in which case they will be treated as employees and the University Staff provisions of this Policy shall apply to them);
- (iii) participate in a research programme under the terms of which arising IP is committed to the research sponsor;² or
- (iv) generate IP which builds upon the existing IP of an employee of the University, which is generated jointly with such employee, or which is generated in collaboration with such employee (other than just being supervised).

¹ To enable the University to contract with the sponsor, the Student must agree that such IP will initially belong to the University and assign such IP to the University. Ownership of the IP will then be determined in accordance with the terms of the agreement with the sponsor and the University may transfer the IP to the sponsor in return for the sponsorship or support.

² The Student must agree that such IP will initially belong to the University and assign such IP to the University. Ownership will then be determined in accordance with the terms of the agreement with the research sponsor.

If a Student develops, makes or creates IP outside the scope of his/her course of study or research at the University with More Than Incidental Use of University Resources, the Student will be required to transfer such IP to the University by way of assignment and the University or its subsidiary will manage any commercialisation in the same way as if the Student were an employee of the University.

Any Originator in doubt as to what constitutes More Than Incidental Use of University Resources should discuss this matter with his/her Head of Department who will review the issue.

- 3.3 In the circumstances described at paragraphs 3.2 (i) – (iv) above, the Student will assign their IP to the University or a party designated by the University and the provisions of paragraph 6 will apply to such IP in the same way as if the Student were an employee. Where a Student fails to assign his/her IP the University may take such actions as withdrawing the Student from the sponsored studentship, scheme, project or research programme.
- 3.4 Where a Student writes a thesis which is generated by research performed wholly or in part using facilities or equipment provided to the University under conditions that impose copyright restrictions, such as software licences, then, as a result of such use, the Student agrees that the ownership of copyright in the thesis shall be determined in accordance with such restrictions. Questions relating to any such restrictions may be addressed in the first instance to the Student's academic supervisor and then to the relevant Head of School.
- 3.5 Any thesis or dissertation submitted to the University for the award of a degree may be placed by the University in its repository in electronic or other format.
- 3.6 The Student grants the University on his/her enrolment a non-exclusive, perpetual, world-wide, royalty free licence to use IP created by the Student in the course of his/her studies or research with the University, for administrative, promotional, educational and teaching purposes of the University and the right to sub-licence.
- 3.7 The University may, by written agreement between itself and any individual specified in the paragraph 3.1 and 3.2 above, waive or modify its rights to the ownership of IP.
- 3.8 The Intellectual Property of which the University claims ownership includes:
 - (i) films, videos, multimedia works and other works developed or created with the aid of University facilities;
 - (ii) patentable and non-patentable inventions;
 - (iii) works generated by computer hardware or software which is owned or operated by the University;
 - (iv) registered and unregistered designs and plant varieties and topographies;
 - (v) any commissioned work which does not fall within subsections 3.5 (i) – 3.5(iv).
- 3.9 The University will not claim ownership of academic publications and other non-commercial outputs such as artistic works, books, and Scholarly Outputs – except where they are specifically commissioned by an internal or external sponsor, and assigns this to its employees.

- 3.10 It is the responsibility of each individual who is subject to this Policy to ensure that their arrangements with third parties do not conflict with their obligations to the University, including the University's rights of IP ownership under this Policy. Such arrangements include consultancy agreements, research agreements, sub-contracting arrangements and publisher arrangements.

Where a Student is being sponsored through their course by an external body (including spin-out companies), it is likely that such body will also need to be party to the arrangements in this paragraph 3 of this Policy relating to the transfer of IP.

4. Reporting of IP Creation or Contribution

- 4.1 Where employees make or contribute to IP capable of commercial exploitation in the course of their employment, or where individuals engaged under a contract for services make or contribute to IP capable of commercial exploitation during the course of, or incidental to such engagement, they shall bring this to the attention of the Head of Department. They shall report details in full and deliver up all relevant material and information.
- 4.2 Where Students make, develop, create or contribute to IP captured in paragraphs 3.1(i) - (v) capable of commercial exploitation, they shall bring this to the attention of their tutor or supervisor as soon as practicable. They shall report details in full and deliver up relevant material and information.
- 4.3 Where other people engaged in study or research at the University make, develop, create or contribute to IP captured in paragraph 3.1 (iii) capable of commercial exploitation during the course of or incidental to their engagement of study or research at the University, they shall bring this to the attention of their tutor or supervisor. They shall report details in full and deliver up relevant material and information.
- 4.4 The University recognizes the importance of innovation, entrepreneurship, and development of new ideas and where possible, wants to help University Staff, Students and other people engaged in study or research at the University to create, develop, manage and protect their IP. There is therefore a benefit in the abovementioned creators reporting the creation or development of, or contribution to any IP not captured by paragraphs 3.1 or 3.2 to their Head of Department, tutor or supervisor, as appropriate, so that discussions can be had about its viability, development and protection.
- 4.5 Where a supervisor or tutor is informed of the creation of IP or contribution to the creation of IP in the instances outlined at paragraphs 4.2 and 4.3 above, he or she should bring this to the immediate attention of the Head of Department.
- 4.6 The University will claim rights to IP where any individual specified in 3.1 is found to be commercially exploiting IP originally developed at the University, after they have left the University.

5. Performances

- 5.1 Students consent to the University recording their Performances or broadcasts of their Performances, broadcasting their Performances, copying recordings of their Performances, and showing, playing or communicating recordings of their Performances in public solely for non-commercial teaching purposes.
- 5.2 The University will respect the moral rights held by Students in the Performances specified in paragraph 5.1 above.

6. Revenue Sharing

- 6.1 Where revenue is generated by the exploitation of IP, any net income received by the University (after deduction of the full economic costs incurred in the production, commercial development, marketing, exploitation, application for and maintenance of IP protection) will be shared between the Originator(s) of that IP, their Department, and the University on the following terms (which shall be reviewed from time-to-time and may be revised):

Revenue Sharing:

Net income	Originator(s)	Department	University
First £50,000	70%	15%	15%
£50,001-£100,000	50%	25%	25%
Over £100,000	34%	33%	33%

- 6.2 The University will make no claim to University Staff or Student IP arising from wholly private consultancy work. If, however, University resources are involved, then the ownership and exploitation of any IP arising from such work is a matter to be settled between the University, the member of University Staff or Student, and the body for whom the work is being done.
- 6.3 Each member of University Staff and each Student, who may be entitled to payments under paragraph 6.1 as an Originator and who is no longer employed by the University or registered as a Student at the University, must ensure that the University is notified in writing at all times of his or her current address to where any revenue payments due to him or her may be sent. If the University is not given such current address details then they will be a missing Originator and all unclaimed revenue payments for such missing Originator may be invested in a deposit account until such revenue payments are claimed. The University will not be a trustee of any such unclaimed revenue payments.
- 6.4 Any revenue payments remaining unclaimed for 5 years from the date the revenue is received by the University will, after that date, be forfeited and will revert to the University, which will distribute such unclaimed revenue payments as between any other Originators of the IP, the University and the Department of the Originators plus any net interest actually earned (such distribution to be pro rata the entitlements set out at paragraph 6.1 in the event that there are other Originators who are not missing Originators and will be in equal shares as between the University and the Department in the event that all Originators are missing Originators).
- 6.5 All payments to be made to Originator(s) by the University whilst such Originator(s) are employees of the University will be subject to deduction of income tax and national insurance at source.

7. Third Party Collaboration

- 7.1 Where the University is involved in a Third Party Collaboration, it will ensure that before releasing any share of funding, a legally binding agreement is in place to ensure that the IP arising from the collaboration can be managed effectively. Such agreement shall cover at a minimum:
- (i) Arrangements for the treatment of IP;
 - (ii) Reporting and publication arrangements, access to results and confidentiality provisions; and
 - (iii) Consequences of termination or default and ways of handling disputes.
- 7.2 Where revenue is generated by the exploitation of IP, any net income received by the University (after deduction of the full economic costs incurred in production, commercial development, marketing, exploitation, application for and maintenance of IP protection) will be shared between the Originator(s), their Department, the University and the contracted collaborative partners. Unless agreed otherwise, the revenue sharing table at 3.3 (i) above will apply to the proportion of net income due to the Originator(s), their Department and the University.
- 7.3 All University contracts shall establish the ownership of IP produced by consultants, contractors or fee earners.

8. Procedures for identification and protection of IP

- 8.1 Following disclosure under paragraphs 4.1 – 4.4, the Head of Department request that the Assessment Panel make a decision regarding the ownership and exploitation of the IP, including whether to apply for or maintain registered protection of the IP.

[The terms of reference, composition and procedures of the panel are contained in Annex A.]

- 8.2 In the case of IP owned solely by the University and where the University does not want to continue ownership or apply for or maintain registered protection, the University will, on the written request of University staff or Student, at their expense, arrange for assignment of IP to them within 90 days. The staff member or Student will then be free to protect, exploit and exclusively benefit from the IP in any way that they see fit subject to the interests of third parties.

9. Confidentiality

- 9.1 All University employees, Students, and other persons engaged in study, research or other activity in the University shall keep secret all confidential information of the University and shall:
- (i) Only use such confidential information for the proper purposes of their employment, agreed activities of engagement or course of study;
 - (ii) Ensure that confidentiality agreements are in effect before disclosing any valuable or potentially valuable information to others who are not University employees.
 - (iii) Treat all information and discussions covered by secrecy agreements and understandings or non-disclosure agreements in confidence and act in accordance with the terms of such agreements and understandings.

- (iv) Notify the Legal Office if they have reason to believe that outside bodies or individuals which or who receive University information through a confidentiality disclosure agreement may be about to break, or appear to have broken that agreement or understanding.

10. Exclusions

- 10.1 This policy shall not apply to the publication of books and the revenues generated by such publications.

11. Communication of Policy to Students

- 11.1 Students, as part of their registration process, will be advised of the content of the University's Policy on Intellectual Property and will be required to sign a document indicating that they are aware of and agree to abide by its provisions.

12. Dispute Resolution

- 12.1 Any question of interpretation or claim arising out of or relating to this Policy, or a dispute as to the ownership of rights to Intellectual Property under this Policy shall be settled by the following procedure:
 - (i) The matter will be submitted in the first instance to the Head of the Department of the party. The aggrieved party or parties must submit a letter setting out the grievance or issue to be resolved. The Head of the Department will review the matter and advise the parties of their decision within 60 days of submission of the letter(s).
 - (ii) If the parties to the dispute are not satisfied with the decision or the Head of the Department, the matter will be referred to an Appeal Panel established in accordance with the terms of reference, composition and procedures as set out in Annex A of this Policy.

13. Information, accountability and review

- 13.1 The University will ensure that this Policy is disseminated to its employees, Students and any others engaged in study or research at the University.
- 13.2 Each Head of Department shall submit an annual report to the External Engagement & Internationalisation Committee regarding all IP arising from work within their respective areas.
- 13.3 This Policy will be reviewed on an annual basis. It is a living document and may be subject to change by the University. Changes will be posted to the University's relevant policies page. Questions on the interpretation or the current status of this Policy may be addressed to the University Secretariat for the attention of the Legal Officer.

Amended: 31 March and 26 October 2006; May and October 2007; May 2010; July 2015

ANNEX A

THE IP ASSESSMENT AND APPEAL PANELS

TERMS OF REFERENCE AND MEMBERSHIPS

1. IP Assessment Panel

The role of the Assessment Panel is to consider and decide applications regarding the exploitation and ownership of IP under this Policy.

The Assessment Panel shall be composed of:

- (i) the Deputy Provost for Research;
- (ii) the Deputy Director of Finance and
- (iii) the relevant Head of Department.

The Legal Officer shall serve as Secretary to the Assessment Panel.

2. IP Appeal Panel

The role of the Appeal Panel is to:

- Hear and decide appeals from the decisions of the IP Assessment Panel.
- Hear and decide appeals under paragraph 12 of this Policy.
- Receive and consider evidence in respect of disputes arising under this Policy.
- Make recommendations to the External Engagement & Internationalisation Committee regarding policies relating to IP.

The Appeal Panel shall be composed of:

- (i) the Deputy Vice-Chancellor;
- (ii) the Pro Vice-Chancellor & Director of Finance; and
- (iii) the Deputy Provost for Academic Innovation, International & Recruitment

The Legal Officer shall serve as Secretary to the Appeal Panel.

ANNEX B

INTELLECTUAL PROPERTY RESPONSIBILITIES AT ROEHAMPTON UNIVERSITY

A number of individuals and bodies within the University are involved in IP Matters:

The **Head of Department** in the Department is the first point of contact for all matters relating to IP and will redirect queries as appropriate.

The **University Secretary** is the senior member of staff with responsibility for ensuring that IP matters within the University are considered and processed according to University procedures.

The **External Engagement & Internationalisation Committee** is the body within the University with responsibility for interpretations of, and amendments to, the IP Policy.

Deputy Provosts and Heads of Departments are responsible for the implementation of the IP Policy within their Departments and for bringing the Policy to the attention of their staff. Deputy Provosts and Heads of Department must be aware of IP capable of generating revenue within a Department, or, if negotiations are to occur with external bodies, activities that will use or generate IP.

The **University Librarian & Director of Library Services** is the University's Copyright Officer and The Digitisation & Document Delivery Coordinator is the principal contact point for copyright matters.

The **Director of Human Resources** is responsible for ensuring that all employees receive a copy of this Policy with their terms and conditions of employment.

The **Academic Registrar** is responsible for ensuring that this Policy is published on the University's website and accessible on that site to Students and prospective students.