

Intellectual Property Rights Policy – Leeds Beckett University

General approach

1. The University's values include knowledge creation, scholarship, learning, stimulating innovation, imagination and discovery, generating challenging and original ideas, being enterprising, identifying and maximising opportunities, using its resources wisely and building on its strengths.
2. Given the conditions of employment for academic and research staff of the University, they have a special obligation to further the interests of the University. Subject to the detailed provisions below, generally intellectual property created by staff during the course of their employment and by research students who are also staff or who are funded by the University will belong to the University and intellectual property created by taught students will belong to the taught students. However, the University recognises that academic staff and research students are normally expected to publish their results of the research and scholarship. Therefore, subject to the detailed provisions below, the University will not generally assert any copyright ownership rights in relation to scholarly works.
3. The University encourages the promotion, recognition, protection and exploitation of innovative or novel work or ideas, products of studies and research, inventive ideas and intellectual property which could give rise to patentable or commercially viable innovations. To enable an assessment to be made of the potential commercial or reputational benefits of intellectual property, its potential use for positive social and economic impact, and to ensure appropriate steps are taken to protect all rights prior to any publication of material, staff and research students must disclose intellectual property to the University prior to publication. While the University will generally own intellectual property created by staff and research students, the University recognises the need to balance its own interests in intellectual property with the interests of those who have created the material, and in particular to recognise and reward individuals where intellectual property has commercial value.
4. The University encourages staff to develop and strengthen links outside the University. External consultancy, research or other work for third parties (either through the University or in an individual capacity) should only be undertaken in compliance with this policy, the External Work Policy, contracts of employment and/or other legal terms. Generally, these documents require that any such external work is approved in advance by the University. The rights to intellectual property created pursuant to these arrangements will be determined by the relevant contracts with the third parties, but generally where the work is undertaken by staff on behalf of the University, the University will initially own any intellectual property rights created.
5. Infringement of this policy will be treated as a disciplinary matter. In no circumstances should work be undertaken or published that may damage the reputation of the University or bring the University name into disrepute.

Applicability

6. Unless otherwise agreed in writing by Leeds Beckett University (the "**University**"), this policy applies to:
 - Staff (including part-time staff) employed by the University ("**Employees**");
 - Postgraduate students of the University who are also Employees and/ or who are in receipt of financial support from the University ("**Funded Students**");

- Honorary and visiting academics or researchers of the University who are not Employees, Funded Students or Students (as defined below) (“**Honorary Academics and Researchers**”); (Employees, Funded Students and Honorary Academics and Researchers, together known as “**Staff**”); and
- Undergraduate and taught or self-funding research postgraduate students of the University who are not also Staff (“**Students**”).

Definition of Intellectual Property Rights and Intellectual Property

7. Intellectual property rights (“**IPRs**”) are the rights protecting the products, results and rewards of the exercise of human intellectual and commercial endeavour, including but not limited to:
- Copyright
 - Database rights
 - Design rights
 - Patents
 - Trade marks
 - Duties of confidentiality

Examples of intellectual property (“**IP**”) relevant to this policy include, but are not limited to:

- Literary works, including publications in respect of research results and associated materials
- Other original literary, dramatic, musical or artistic works, sound recordings, films, videos, broadcast and typographical arrangements, multimedia works, photographs, drawings and other works created with the aid of University resources or facilities;
- Teaching and learning materials;
- Databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware and related material, data, design, formula, model, plans, drawings, documentation, (including related preparatory and design materials) and works generated by computer hardware or software owned or operated by the University;
- Patentable and non-patentable technical information and materials;
- Designs including layout designs of integrated circuits, plans, varieties and topographies;
- Trade secrets, know-how and information and data associated with them; and
- Discovery, invention, process, procedure, development or improvement in process or procedure.

External work

8. The University recognises that Staff may engage in consultancy work for external organisations. This may be in a personal capacity, through a legal entity that the Staff is a shareholder, member, director or partner of, or on behalf of the University. **Except where that work is external examining, acting as an assessor or moderator or the production of scholarly work, the prior approval of the University is always required before Staff undertake such work. Reference should be made to the External Work Policy for more detailed information.**
9. Normally work by Staff for external agencies and organisations will be undertaken through and on behalf of the University. In such cases the agreement covering the provision of such services shall be negotiated and entered into by the University. All such agreements, including the sharing of any revenue arising therefrom, shall be governed by the University’s regulations and should be discussed with the Director of Research and Enterprise. All Staff involved in such consultancy work must refrain from making use of or disclosing IP owned by the University during the course of such consultancy work, unless such use or disclosure is expressly agreed by the Director of Research and Enterprise. The University will initially own all IP created in such work unless the University

expressly agrees otherwise and Staff involved must not convey a contrary impression to the external organisation concerned.

10. In cases where Staff undertake consultancy or external work in a personal capacity with the approval of the University pursuant to the External Work Policy, subject to any specific agreement to the contrary, the University will not assert any ownership rights in respect of IP. Under no circumstances may such work compete or conflict with the University's activities or use the University's name, reputation or facilities in any manner, nor damage the reputation of the University or bring its name into disrepute.
11. The University is willing to consider requests from Staff for a licence to use IP owned by the University. The terms of and decision to grant any such licence is wholly a matter for the University to decide upon.

Ownership of IP

Employees

12. Ownership of IP created and/or developed by an Employee will belong to the University where:
 - The IP is created in the course of the normal duties of their employment or where undertaking duties that have been specifically assigned to them by the University;
 - The IP is teaching materials created by Employees that are used or accessed by students of the University for the purposes of any course of study; and
 - The IP is created outside the normal duties of their employment but where significant use of of the University environment and/or support including facilities, financial and physical resources, expertise and intellectual assets ("**University Resources**") has been made in the creation of the IP.

Where appropriate, the University will grant a royalty-free, perpetual and non-exclusive licence to the Employee, on such terms as the University shall determine in its sole discretion to enable the Employee to use the IP. For the avoidance of doubt, where an Employee ceases to be an Employee, IP owned by the University will continue to be owned by the University, subject to any agreement to the contrary.

13. The University will not assert ownership in:
 - The copyright of scholarly works created by Employees (other than that commissioned by the University, where they were produced with significant use of University Resources, or sponsored research). For this purpose, scholarly works means the production of books, contributions to books, articles and conference papers, artefacts, dramatic, musical or artistic works and other scholarly work produced in furtherance of the Employee's professional career;
 - The copyright in any material produced by Employees for their personal use and reference including as an aid to teaching (but not course materials produced for the purposes of the curriculum of a course run by the University);
 - IP created by the Employee prior to becoming an Employee;
 - Where the University has expressly agreed in writing that they will not own the IP; and
 - Where the IP is not directly or indirectly connected with the regular or other assigned work of the particular Employee who generated the same and is not within the area or areas of their specific professional expertise (as evidenced by a specialised training or educational background, or the areas of the Employee's research or practice). In this situation Employees shall be free to deal with the IP at their own expense and as they see

fit within the requirements of this policy. The burden of proof is on the Employee who has generated the IP to prove that they did so outside of their employment relationship and without the use of University Resources.

14. Where IP is created by Employees pursuant to research funded by the University, IP created by the Employee shall be owned by the University. Where IP is created by Employees pursuant to research funded by research grants or by external industrial collaborators or commissioners of research, IP created by an Employee shall initially be owned by the University. It may be a condition of external sponsorship or funding support that the external body owns the IP, in which case University approval will be needed at the outset. Please approach the Research & Enterprise Service team for further advice.
15. Where necessary, Employees will sign and execute all such documents and do all such acts as are required to transfer ownership of IP to the University, and to protect and enforce IPRs.

Funded Students

16. For the purposes of this policy, Funded Students are treated in the same manner as Employees (see paragraphs 12 to 15 above) with regard to the ownership of IP created and/or developed by them. IP created by them within their academic programme or where significant use of University Resources has been made will therefore usually belong to the University.
17. Where IP is created jointly as a result of work which is a collaboration between a Funded Student and the University (acting through an Employee), the IP will belong to the University. In such circumstances however, the University will grant a royalty-free, perpetual and non-exclusive licence to the Funded Student, on such terms as the University shall determine in its absolute discretion to enable the Funded Student to use the IP.

Students

18. Ownership of IP created and/or developed by Students will belong to that student unless:
 - They are a sponsored student or otherwise specifically recruited on the basis that IP will be owned by a third party or sponsor, where the student agrees that IP created by the student will be assigned to the sponsor/third party;
 - The IP builds upon existing IP generated by Staff, the IP is jointly created with Staff or the student is specifically recruited on the basis that the IP will be owned by the University. In these circumstances, the IP will be assigned to the University by the Student, and the University will deal directly with any required assignment to a third party or sponsor.
 - IP is created in University teaching materials, in which case the University will own the IP.
19. Where IP created by Students is owned by the University pursuant to this policy:
 - The University will not claim any income in relation to scholarly works created by Students;
 - The Student will sign and execute all such documents and do all such acts as are required to transfer ownership of IP to the University, and to protect and enforce IPRs.

Honorary Academics and Researchers

20. For the purposes of this policy, Honorary Academics and Researchers are treated in the same manner as Employees (see paragraphs 12 to 15 above) with regard to the ownership of IP created and/or developed by them. They will be required to assign to the University any IP they create and/or develop in the course of their activities for the University or using University Resources.

Theses

21. Notwithstanding whether IP is owned by a Student or Funded Student or assigned to the University or a third party, prior to publication the Student/Funded Student shall lodge an electronic copy of their thesis or similar with the library department of the University. Subject to approval in accordance with the University's eThesis Policy, the work will be deposited in the University's Open Access Repository and published on the British Library's EThOS service.
22. Pursuant to the Academic Regulations of the University, where Funded Students, Students or the University wish a thesis to remain confidential for a period of time after completion of the work, application for approval is normally made to the University at the time of registration or as soon as the need for confidentiality emerges. Application must be made to the Graduate School on the appropriate form. The Research Degrees Sub-Committee of the University Research and Enterprise Committee normally only approves an application for confidentiality in order to enable a patent application to be lodged or to protect commercially sensitive material. The maximum period of confidentiality is normally two years, although in exceptional circumstances the Research Degrees Sub-Committee of the University Research and Enterprise Committee may approve a longer period.

Disclosure, confidentiality and exploitation of IP benefits

23. IP may be capable of being exploited for commercial benefit, for reputational benefit or may be used to create a positive social and economic impact.
24. Staff are normally expected to publish the results of their work and the University does not wish to restrict this freedom. However, the University needs to ensure that in all cases involving material with exploitation potential, appropriate action is taken to evaluate and protect the IP. It should also be borne in mind that the terms of some research contracts restrict communication to third parties. Publication, including conference contributions, which of necessity involve communications to third parties, and theses, raise important and complicated considerations. Prior to publication, advice should therefore be sought where appropriate, from the Director of Research & Enterprise. In addition, Staff should be mindful of the contribution that colleagues may have made and should not take any action that could prejudice their interests or rights.
25. Staff who have developed IP which may be capable of exploitation, including IP that may be patentable or subject to other protection, must disclose such IP to their Dean of School prior to publication, who shall consider the approach in confidence. The member of Staff and the Dean of School should then, if it is proposed to exploit the IP, disclose as fully as possible details of the IP to the Director of Research and Enterprise.
26. All information concerning IP shall be deemed confidential information and no publication, disclosure or transfer of IP shall be made other than as permitted pursuant to this policy. Further, no action shall be taken which may prejudice the right to apply for registered protection.
27. Disclosure of confidential information to professional advisers is permitted by the University where needed to protect IP or to further the commercial exploitation of the IP (e.g. patent attorneys or lawyers).
28. Staff will execute all documents and do all acts as may be necessary to register, protect and enforce IPRs, both during and after their employment or other relevant connection to the University.

29. Whichever form the exploitation of the IP takes, the University will ensure that the core mission of the University remains uncompromised. Wherever possible, assignment and licensing arrangements will be non-exclusive or at least reserve the University's right to use the results for non-commercial and academic purposes and will maintain its right to publish research results. Examples of exploitation of IP include:

- Consultancy
- Licensing or assignment of IPRs
- Creation of spin-off company
- Contract Research

30. Where the University commercially exploits IP created by Staff, the University wishes to ensure that the individual is appropriately and fairly rewarded for their contribution to the creation of such IP. As such, the University will grant to the member of Staff a share of any net benefit the University derives from such exploitation, on a fair and equitable basis.

31. Net benefit is defined as total receipt over the project lifetime less any amount deducted to cover costs the University has reasonably incurred in exploiting the IP prior to sharing the benefit with the member of Staff. Such costs may include cost of equipment and resource, official fees, development costs, legal fees and any other costs that have been reasonably necessary to successfully exploit the IP.

32. The table below demonstrates the baseline sharing levels which would be applicable to any net benefits. It should be noted that in each case, an income sharing agreement will be put in place based upon the structure detailed below. For the avoidance of doubt, the rates stated apply to net benefits within each band, so that for example the first £100,000 of net benefits will be at the band 1 rates and net benefits greater than £100,000 will be at the band 2 rates (as opposed to the whole net amount being at the band 2 rate).

| Band | Net Benefit | Inventor/creator | University |
|-------------|-----------------------|-------------------------|-------------------|
| 1 | £0 - £100,000 | 60% | 40% |
| 2 | Greater than £100,000 | 80% | 20% |

33. The above rates are subject to any different compensation required to be paid to inventors of patents of outstanding value pursuant to the Patents Act 1977.

34. In circumstances where the University does not choose to exploit IP created by Staff, the relevant Staff can apply to the University to exploit the IP in a personal capacity on terms to be agreed with the University in its sole discretion.

Infringement and breach of this Policy

35. Any person bound by this policy must not infringe IPRs owned by the University or other third parties and must alert the University immediately on suspecting, or becoming aware of, an infringement of IPRs owned by a third party by Staff or Students.

36. Any person bound by this policy must alert the University immediately on suspecting, or becoming aware of, an infringement of IPRs owned by the University or which are being commercially exploited pursuant to arrangements with the University, in order to minimise the impact and extent of infringement.

37. Any person bound by this policy who does not comply with this policy will be subject to staff/student disciplinary action (which may result in withdrawal from sponsorship or research programmes) and will indemnify the University in relation to any losses the University incurs from vicarious liability for Staff acting in breach of this policy, who infringe IPRs of a third party or whose actions in relation to IP may bring the University into disrepute.
38. Any person bound by this policy will be responsible for monitoring the content of licence agreements, confidentiality agreements and any other agreements and/or arrangements to ensure that they are aware of their obligations under the terms of such agreements and that the risk of the University infringing IPRs is minimised.
39. The University will ensure it has insurance to cover actions and claims against the University for infringement of IPRs. The University will, where appropriate, take all necessary action to defend any allegations that it or its Staff has breached IPRs and take legal action to defend its proprietary rights.

Conflicts of Interests

40. To avoid conflicts of interest, Staff who have created IP that has the potential to be commercially exploited are requested to inform the University if they are connected with any company or commercial organisation. For clarification, “connected with” includes situations where a member of Staff or immediate members of their family have a significant shareholding in, or are a director of a company, or intend establishing any commercial body whether or not related to his/her work with the University. Such information regarding the existence and nature of the link should be passed to the University Secretary as soon as practical and will be noted in the University’s Register of Interests.

Disputes and Right to Appeal

41. Staff and Students have the right to appeal against any decision made by the University pursuant to this policy to the Deputy Vice Chancellor, Research and Enterprise.