

# Intellectual Property Policy

## Executive Summary

This document describes Leeds Beckett University's policy in respect of:

- The ownership, use and management of Intellectual Property Rights IP created by its employees, its students and by associated staff
- The protection and commercial exploitation of Intellectual Property owned by the University

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A PDF copy of the final approved version should be forwarded to [governance@leedsbeckett.ac.uk](mailto:governance@leedsbeckett.ac.uk) for inclusion in the policy register and consideration to the Publication Scheme. The original master copy should be retained on file by the policy owner.

# Intellectual Property Policy

## Introduction & Policy Statement

1. Leeds Beckett University (the “**University**”) is a registered charity whose main purpose is to create and disseminate knowledge through research, scholarship, and learning and teaching. The University must use its assets, including intellectual property, for public benefit in pursuit of its educational objectives. The University receives funding for research and knowledge exchange (“**KE**”) activity from a range of funders in the private, and public sectors, including the government via UK Research and Innovation (UKRI) funding. We will always seek to maximise return on investment, by ensuring that our research and KE impact and benefit the wider society, and where appropriate for the University and those involved in its creation.
2. We quantify and report on our research and KE activity to government in annual returns such as the knowledge exchange framework (KEF) and the Higher Education Business and Community Interaction Survey (HEBCI).
3. This policy sets out the University’s ownership, use and management of intellectual property, including the process for assessing the viability of commercial exploitation of intellectual property and revenue sharing arrangements.

## Definition of Intellectual Property Rights

4. Intellectual property rights (“**IP**”) 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 (registered and unregistered)
  - Duties of confidentiality
  - Passing off
5. Examples of 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 (as defined below);
  - 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.

### **Creators of IP**

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, consultants, contractors, individuals seconded to the University, honorary and visiting academics of the University, interns, volunteers, casual workers, agency workers and other individuals contracted to work for the University (“**Staff**”); and
  - Undergraduate students, postgraduate taught students and postgraduate research students of the University, including students on postgraduate masters by research (MRes, MPhil) and professional doctorates (“**Students**”).
7. Subject to the paragraphs below on specific categories of IP, the rights of these creators are as follows.

#### **Staff**

8. Subject to any written agreement to the contrary, ownership of IP created and/or developed by Staff in the course of the normal duties of their employment/engagement or where undertaking duties that have been specifically assigned to them by the University will belong to the University. The University will also own IP created by Staff outside their normal duties of their employment but where significant use 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.
9. Where appropriate, the University will grant a royalty-free, perpetual and non-exclusive licence to the Staff, on such terms as the University shall determine in its sole discretion to enable the Staff to use the IP. For the avoidance of doubt, where a member of Staff 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.
10. The University will not assert ownership in IP created by Staff where the IP is not directly or indirectly connected with the regular or other assigned work of the particular Staff 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 Staff's research or practice). In this situation, Staff 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 Staff who has generated the IP to prove that they did so outside of their employment relationship and without the use of University Resources.

11. For the purposes of this policy, honorary staff are treated in the same manner as Staff.

### **Students**

12. Generally, Students will own any IP they create in the course of their studies. This is subject to the following exceptions, where the University will own the IP, or the IP will be transferred by the Student to the University or the relevant third party:

- They are also Staff;
- They are fully or partially funded for their studies by the University;
- Their course of study is fully or partially funded by a third party where the funding is conditional on the Student and the University assigning IP to the 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.

13. Where one or more of these exceptions applies, the Student will execute all documents required to assign their IP to the University or third party.

14. Where appropriate, the University will grant a royalty-free, perpetual and non-exclusive licence to the Student, on such terms as the University shall determine in its sole discretion to enable the Student to use the IP during the course of their studies.

15. Where a third party owns the IP created by the Student, the agreement with the third party will set out whether the Student has a licence to use the IP, including but not limited to rights to academic publication.

### **Specific categories of IP**

#### **Teaching Materials**

16. Ownership of IP in teaching materials that are used or accessed by students at the University for the purposes of any course of study created and/or developed by Staff (including Staff who are also Students) will belong to the University.

17. The University will not assert ownership in the copyright in any material produced by Staff for their personal use and reference as an aid to teaching, but the creator will grant the University a perpetual, irrevocable, non-exclusive, royalty free licence to use such materials.

#### **Publications, Open Access and Rights Retention**

18. The University encourages the promotion, recognition, protection and exploitation of innovative or novel work or ideas, products of studies and research, inventive ideas and IP which could give rise to patentable or commercially viable innovations. Staff are therefore normally expected to publish the results of their work and the University fully supports this freedom. However, where there is potential for commercial exploitation, Staff must follow the process set out in Appendix A prior to any publication.
19. The University will not assert ownership in the copyright or claim any income in relation to scholarly works created by Staff or Students (other than that commissioned by the University, where they were produced with significant use of University Resources, or externally 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 creator's professional career.
20. In return for the University waiving ownership of copyright, the creator(s) will grant to the University a non-exclusive, irrevocable, royalty-free licence to publish their scholarly work, including the right to sub-license to third parties. The licence will enable the University to use and modify the material for teaching, administrative and other reasonable purposes, including depositing accepted manuscripts of journal articles in the institutional repository to support the University's aims for immediate open access and/or depositing other materials of a scholarly nature where required for compliance with external funding bodies. Deposited materials will typically be made publicly available under a Creative Commons licence. The University will consider requests to terminate or modify licenses on a case-by-case basis. To enable this, creators must upload a copy of their scholarly work to the Institutional Repository (via Symplectic Elements) in line with the University Open Research Policy, on acceptance for publication.
21. When submitting scholarly works to a journal, the creator should alert the publisher to the above position by adding a rights retention statement in the funding acknowledgment section of the publication or in the cover letter.

### **Theses**

22. Notwithstanding ownership of the IP in a thesis, Research Students shall lodge an electronic copy of their thesis or similar with University's Institutional Repository, Symplectic Elements, where in accordance with the University's eThesis Policy, the work will be made Open Access and published on the British Library's EThOS service.
23. Pursuant to the Academic Regulations of the University, where Research Students or the University wish a thesis to remain confidential for a period of time after completion of the work, they shall make an application for confidentiality 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.

### **Funded Research**

24. 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 IP 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 IP created.
25. Where IP is created by Staff or Students pursuant to research funded by the University, research grants or by external industrial collaborators or commissioners of research, IP created shall be owned by the University. However, it may be a condition of external sponsorship or funding support that the IP is assigned to the third party, in which case the advice of the Legal Services and/or Research & Enterprise Service team must be obtained to ensure that appropriate licences to use the IP for research, academic purposes and publications are obtained. Public funders will usually require public dissemination of research and hence will provide licences to use IP and publish, but private funders may be much more resistant to this.
26. Where necessary, Staff and Students will sign and execute all such documents and do all such acts as are required to transfer ownership of IP to the University or third parties, and to protect and enforce IP.
27. 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 Knowledge Exchange Services. 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 Knowledge Exchange Services. 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.

28. 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.

### **Commercial exploitation of IP**

29. While the University will generally own IP created by Staff, the University recognises the need to balance its own interests in IP with the interests of the creators of the material, and in particular to recognise and reward individuals where IP has commercial value.

30. 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 through the IP protection and commercialisation process described in Appendix B.

31. 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.

32. 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).

33. Staff will execute all documents and do all acts as may be necessary to register, protect and enforce IP, both during and after their employment or other relevant connection to the University.

34. 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.

35. The University's approach to revenue sharing where IP is commercialised is set out in Appendix A.

### **Infringement and breach of this Policy**

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

37. Any person bound by this policy must alert the University's Research and Enterprise team and the Legal Services team immediately on suspecting, or becoming aware of, an infringement of IP 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.
38. Any person bound by this policy who does not comply with this policy will be subject to staff/student disciplinary action. Where Staff act in breach of this Policy, they 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 IP of a third party or whose actions in relation to IP may bring the University into disrepute. In no circumstances should work be undertaken or published that may damage the reputation of the University or bring the University name into disrepute.
39. 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 IP is minimised.
40. The University will ensure it has insurance to cover actions and claims against the University for infringement of IP. The University will, where appropriate, take all necessary action to defend any allegations that it or its Staff have breached IP and take legal action to defend its proprietary rights.

### **Conflicts of Interests**

41. Conflicts of interest, or perceived conflicts of interest, can lead to decisions that are not in the best interests of the University and may be invalid, open to challenge and/or damage the University's reputation. It is therefore important that conflicts of interest are identified, disclosed, recorded and where appropriate action taken to ensure that any potential effect of the conflict is actively managed or eliminated from decision making.
42. All Staff must comply with the University's Conflicts of Interest Policy. Where Staff are also a director of a trading subsidiaries of the University, they are required to comply with the statutory duty to avoid conflicts of interest set out in The Companies Act 2006. All charity trustees also have a legal duty to act only in the best interests of the charity.
43. To avoid conflicts of interest, Staff who have created IP that has the potential to be commercially exploited must 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 reported

in writing to the Responsible Officer (as set out in the [Conflicts of Interest Policy](#)) as soon as practical and, where relevant, this will be noted in the University's Register of Interests and/or managed by the Responsible Officer. For guidance and further information, contact [Governance Services](#).

### **Dissemination**

44. This policy will be communicated to colleagues and published on the University website.

### **Monitoring and Compliance**

45. Staff and Students have the right to appeal against any decision made by the University pursuant to this policy to the Pro Vice Chancellor, Research and Innovation.

46. The only grounds for appeal are where there is i) new information that was not available/disclosed when the original decision/judgement was made and that is material, and/or ii) new evidence of mitigating circumstances. Under such conditions, Staff and Students shall submit in writing, such evidence and send to the office of the Pro Vice Chancellor, Research and Innovation, who shall review the evidence and provide a decision to the appeal within ten working days. The Pro Vice Chancellor, Research and Innovation, retains the right to appoint a special panel and or expert advisor to resolve any dispute(s).

### **Policy Review**

47. The Registrar and Secretary's Office will formally review this Policy every 2 years.

48. Any material proposed changes to the policy will be referred to Research and Enterprise Committee for approval.

## **Appendix A - Commercial Assessment Process**

### **Introduction**

The commercial assessment process (“CAP”), allows a mechanism by which could the University can rapidly and effectively assess the commercial viability of IP coming from our research and KE activity, and to ensure that these are both protected and given an appropriate level of business developmental support.

The process will be managed by Research & Enterprise team, with responsibility to oversee the operation of the process; engage with all stakeholders and work on individual projects as required.

### **CAP Panel**

A CAP Panel will meet as required, to assess commercial opportunities and progress those deemed viable for further development. The CAP Panel will comprise of the following members:

- Chair (Director of Research and Knowledge Exchange Services or Associate Director of Knowledge Exchange)
- Dean/Director of Research from the relevant School
- Representatives from Legal, Finance, Governance (as required)
- Representative from the Business Engagement team

The panel will adhere to the normal University guidelines for the operation of such as provided in the University Committee Guidance and Templates resource ([Committee templates \(leedsbeckett.ac.uk\)](https://www.leedsbeckett.ac.uk/committees/templates)).

The University Research & Enterprise Committee will receive biannual updates on the project pipeline of commercial opportunities and CAP Panel outcomes.

### **CAP Process**

1. The applicant completes a Disclosure and Evaluation Form [Commercialisation and IP \(leedsbeckett.ac.uk\)](https://www.leedsbeckett.ac.uk/commercialisation-and-ip).
2. The Research & Enterprise Business Development Manager/equivalent has initial discussions with the applicant to clarify the nature of the opportunity, the urgency and the most appropriate initial steps. This will involve a mandatory discussion with their Dean/Director of Research to establish the level of support and to identify any existing or potentially planned departmental investment/expectations for the opportunity.
3. The Disclosure and Evaluation Form and other supporting data will be submitted by applicants to [Commercial@Leedsbeckett.ac.uk](mailto:Commercial@Leedsbeckett.ac.uk).

4. The application will be reviewed by the CAP Panel, who will consider the initial scope and value of internal investment of time and resources for development of the opportunity and its viability. Opportunity outcomes will be:
  - a. **Go** - recommend for immediate protection
  - b. **Review** – to conduct further IP and protection work, initiate business development work or escalate to the higher level University committee for further decisions on funding or investment.
  - c. **Do not progress at this time** - don't pursue in current form.
  - d. **Need more information** before making a decision.

The CAP Panel decision will be relayed back to the academic and their respective Director of Research/Dean for further comment and feedback.

### **Audit and Data Storage**

All information and correspondence will to be stored under existing University data guidelines and any material extracted and stored subsequently will be saved to University hosted secure directories within the Enterprise Service server. Information will be accessible for internal audit by authorised personnel in accordance with existing University audit requirements (<https://www.leedsbeckett.ac.uk/our-university/governance>). Applicants and interested parties can view the principles of the operation the process of decision making and the opportunity disclosure form on R&E web resource pages (<https://www.leedsbeckett.ac.uk/staffsite/services/research-and-enterprise/commercialisation-and-ip/>).

### **Appealing a Decision**

Applicants will be provided with information on submitting an appeal within 2 weeks of the CAP Panel decision. Appeals will be considered by the Pro Vice Chancellor Research and Innovation. Opportunities which are not recommended for further work or support will be eligible for resubmission at any time for future assessment panels following discussion with the relevant Dean of School.

## **Appendix B – Revenue Sharing**

49. 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.
50. 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.
51. 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).

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

52. 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.
53. 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.