

UNIVERSITY<sub>OF</sub>  
WINCHESTER

## **Intellectual Property Policy & Regulations**

<b>Document Title:</b>	Intellectual Property Policy & Regulations
<b>Responsible Role and Department and author</b> <i>(if different)</i>	Director of Research and Innovation
<b>Approving Body:</b>	ULT
<b>Date of Approval:</b>	07/05/2024
<b>Date Effective From:</b>	07/05/2024
<b>Review Date:</b>	07/05/2028
<b>Indicate whether the document is for public access or internal access only.</b>  <b>Indicate whether the document applies to collaborative provision?</b>  <i>(Strikethrough text, as appropriate)</i>	<b>Public Access</b>  <b>Internal Access Only</b>  <del><b>Applies to Collaborative Provision</b></del>
<b>Summary:</b>  The University of Winchester regards the creation of Intellectual Property as an essential aspect of both its teaching and its research and knowledge exchange strategy. Intellectual Property is an asset that may have commercial value. The University has a responsibility to ensure that it is managed effectively and for the good of the University.  The product of work carried out for the benefit of the University environment (which includes facilities, resources, expertise and intellectual assets) whether by Staff, Students or Visitors constitutes intellectual property that should be owned, protected and used by the University for the general good of the whole University community and these are clearly outlined in this Intellectual Property Policy which shall be reflected in the employment contract, student registration or appointment as applicable.	

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# INTELLECTUAL PROPERTY POLICY & REGULATIONS

## 1. Introduction

The University of Winchester has an intellectual Property (IP) policy to inform academics, staff, students, and visitors of how the university manages IP. This IP policy is designed to be transparent and to encourage the development and protection of IP, whether that be for commercial exploitation or to maximise the impact of research outputs.

*What do we mean by IP?*

There are many different types of IP, and these are grouped into Intellectual Property Rights (IPRs). The main IPRs your research and entrepreneurial activity are likely to involve are:

IPR	Description of what they protect	Examples
Copyright	Protects original creative works, including: <ul style="list-style-type: none"><li>• original literary, dramatic, musical and artistic work, including illustration and photography</li><li>• original non-literary written work, such as software, web content and databases</li><li>• sound and music recordings</li><li>• film and television recordings</li><li>• broadcasts</li><li>• the layout of published editions of written, dramatic and musical works</li></ul>	Software code; PhD thesis; blog posts; journal papers
Know-How	Knowledge, acquired through experience, of how to do something	Using a new technology that you have developed; control of multiple parameters to optimise a desired outcome
Patents	Inventions that are, novel, inventive and have a utility	An element of a product that solves a particular problem e.g. an improved catalytic converter; a method for reducing noise in digital photography
Trade Mark	A sign used to distinguish a product or service	Unique image e.g. logo, a word, phrase or combination of letters and numbers, drawings, symbols three dimensional designs used as distinguishing features (usually in a particular context (e.g. for packaging, or for a particular type of product /service))

Registered / unregistered designs	Non-commonplace designs	Protecting the way things look rather than their functionality, e.g. the shape of a soft drinks bottle.
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More information on IPRs can be found at the UK's intellectual property office website <sup>1</sup>

### ***How will the University support me in getting my research outputs into society?***

The Universities Research and Innovation Office (R&I) supports all academics, students and employees who wish to commercialise their research outputs. The process of getting research outputs into society is detailed in the commercialisation guide, with specific activities and timings determined by each project's needs. An overview of how the Research and Innovation office will support you provided in the IP Flow Chart, in Appendix B. You are encouraged to contact the Research and Innovation office at the earliest possible time, if you are interested or wish to discuss commercial opportunities.

The IP policy is accompanied by a commercialisation guide that describes how the university supports employees and students who want to protect and commercialise their research outputs. The guide covers the main routes to market e.g. consulting, licensing and new ventures (Spinouts, start-ups and joint ventures). The guide also describes how the university shares any financial returns between the IP creators and the University.

If you have any questions about the intellectual property you have developed, please contact the Research & Innovation Office at: [KE@winchester.ac.uk](mailto:KE@winchester.ac.uk)

## **2. Policy**

- 2.1 This policy deals with the ownership, use and management of IP created across the University. It seeks to demonstrate the value the University places on its Staff, Students and Visitors by providing a framework for the management of IP issues. It recognises the principles of Student ownership of IP created during their studies, and Staff ownership of copyright in Scholarly Works and teaching materials.
- 2.2 The University has no specific rules as to the payment of fees to Staff or research Students, in respect of IP generated, but it is expected that Deans will make such payments to staff in Faculties, subject to the approval of the most appropriate Pro Vice-Chancellor. Persons offered a reward under this system shall execute a formal agreement to enshrine the terms of the reward and their obligations. For details of the University's *Revenue Sharing Arrangements*, see Appendix A.
- 2.3 The Director of Research & Innovation is responsible for the development and implementation of the University's IP Policy and for ensuring that the IP Policy is known and followed throughout the University.
- 2.4 The University's contract of employment shall include a provision requiring Staff of the University to comply with this Policy. Students participating in a research project will be required to sign an agreement before commencing the research project to the effect they have read and will comply with the relevant provisions of this Policy. Visiting professors, teachers, researchers and scholars will be required to sign an Appointment agreement with the University, before commencing any activity, confirming they have read and will comply with this Policy. Rights and obligations under this Policy will be binding on Staff, Students and Visitors and will survive any termination of employment,

student enrolment, research project or Appointment to the University.

- 2.5 This Policy will be available on the University's intranet. Any contract with a third party that may involve the use of University IP or creation of IP for the University should make reference to this Policy and require any third party to comply with relevant provisions.

## 3. Regulations

### 3.1 Scope

- 3.1.1 This Policy covers Intellectual Property (IP) in all material arising from any of the University's activities including but not limited to teaching, research, consultancy, academic, professional or other, including IP created using University facilities and resources; (b) This Policy covers all persons who are:

- (i) Bound by the University's regulations in general by virtue of their employment, or
- (ii) Under a contract (such as a contract for services or a student contract and any other service providers that create IP under contract for the University) binding the signatories to abide by this Policy or is a Visitor bound by an Appointment agreement, or
- (iii) Otherwise agreeing to abide by this Policy specifically (which agreement may be by written contract or by conduct or by verbal indication); (c) The University owns IP if:
  - (i) The IP was created by a person then employed by the University at the time of its creation.
  - (ii) the IP is created by another party for the University and the contract provides the IP will be vested in the University on creation,
  - (iii) The IP owner has in writing assigned their rights to the University,
  - (iv) the IP was created by a Visitor in the course and scope of their Appointment at the University unless otherwise agreed in writing between the University and the Visitor's home institution,
  - (v) the IP arises in the course of a research project and is created by a Student as part of a University research project, save where the research contract provides otherwise.

- 3.1.2 Any Background IP that Staff, Students and/or Visitors wish to use in the course of their employment/studies/Appointment must be declared to the Research & Innovation team in the form set out in Appendix C to this IP Policy if they wish to exclude such Background IP from the application of this IP Policy due to its creation prior to their employment, enrolment or Appointment (as applicable). Where any Background IP is used to create any new University-owned IP, the Staff/Student/Visitor shall grant a licence to the University to use the Background IP on such terms as agreed between the University and the Staff/Student/Visitor.

- 3.1.3 For arising IP, Staff, Students and Visitors shall complete the disclosure form as set out in Appendix C prior to the IP being used published/disclosed/commercialised.

### **3.2 University Ownership of IP**

3.2.1 Unless otherwise agreed in writing between Staff, Students and Visitors and the University, the University owns the following forms of IP:

- a) Course Materials for teaching and learning/e-learning material made for the University programmes;
- b) The outcomes from research specifically funded and/or supported by the University;
- c) Films, videos, sound recordings, broadcasts, typographical arrangements, photographs, drawings and multi-media productions made within the course of employment, studies or an Appointment or otherwise created with the aid of the University's resources or facilities;
- d) Literary works, including publications in respect of research results, and associated materials, including but not limited to drafts, data sets, databases or compilations, laboratory notebooks;
- e) Other original literary, dramatic, musical or artistic work made in the course of employment, studying or an Appointment and not brought into existence as a Scholarly Work produced in the furtherance of professional careers;
- f) Patentable and non-patentable inventions or technical information, arising from University-based work or research, if the latter may reasonably be considered to possess commercial potential;
- g) Works generated by computer hardware or software owned or operated by the University;
- h) Computer software, firmware and related material, only if it may reasonably be considered to possess commercial potential;
- i) Trade secrets
- j) Registered and unregistered designs, arising from University-based work or research;
- k) Trademarks arising from university-based work or research; Copyright arising from University-based work or research;
- l) Know-how, information and data associated with the above;
- m) IP created using university resources and/or facilities
- n) any other University commissioned works not included in the above.

3.2.2 These rules are subject to any contractual agreements with third parties like funders or collaborators that may dictate other ownership terms.

### **3.3 Copyright and Designs**

3.3.1 Subject to the following provisions, the copyright of any work created in the course of any employment, studies or Appointment shall belong to the University and Staff, Students and Visitors acknowledge the provisions of sections 11 and 16 that relate to first ownership of copyright and restricted acts of the Copyright, Designs and Patents Act 1988. Section 11 provides that where a literary, dramatic, musical or artistic work or a film, is made by an employee in the course of their employment, their employer is the first owner of any copyright in the work subject to any agreement to the contrary. This Policy also provides that ownership of any copyright created by a Student or Visitor in the course of their studies/Appointment will hereby be assigned to the University (including all present and future rights in the copyright) subject to any other provisions of this Policy or otherwise agreed in writing with the University.

- 3.3.2 All records, documents and other papers (including copies and summaries thereof) which pertain to the finance and administration of the University and which are made or acquired by Staff, Students and Visitors in the course of their employment, studies or Appointment shall be the property of the University. All IP rights (including copyright and design) in all such original records, documents and papers shall at all times belong to the University;
- 3.3.3 The copyright and any design of any material produced by Staff, Students and/or Visitors for their personal use and reference, including as an aid to teaching, shall belong to that Staff, Student and/or Visitor;
- 3.3.4 However, the copyright and any design in Course Materials produced by Staff, Students and/or Visitors in the course of their employment, studying or Appointment for the purposes of the curriculum of a course run by the University and produced, used or disseminated by the University, shall belong to the University, as well as the outcomes from research specifically funded and/or supported by the University;
- 3.3.5 The author of a computer-generated work is the person by whom the arrangements necessary for the creation of the work are undertaken, therefore where the University IT systems or assets have been used in the creation of the work or the University has otherwise directed the use of the University IT systems/assets or instructed the work to be undertaken, the University shall automatically be the owner of any IP in any computer-generated work and otherwise such IP shall be assigned to the University in accordance with paragraph 2.4(a).
- 3.3.6 The above sub-clauses 2.4(a)–(e) shall apply except where agreement to the contrary is reached by the relevant Staff, Students and/or Visitors and the University. Where a case arises, or it is thought a case may arise, where such agreement to the contrary may be necessary, or where it may be expedient to reach a specific agreement as to the application of the above sub-clauses to the particular facts of the case, the matter should be taken up between the relevant Staff, Students and/or Visitors and the Dean of Faculty. By way of example, this sub-clause would apply where any question of assignment of copyright or of joint copyright may arise.
- 3.3.7 In order to assert the University's copyright claim for all relevant works owned by the University, as set out in these regulations, shall be marked by the relevant Staff, Students or Visitors with 'Copyright (year of creation) University of Winchester'.

### **3.4 Copyright of Scholarly Work and Course Materials**

- 3.4.1 Unless otherwise agreed in writing, Scholarly Works produced solely in the furtherance of an academic career, being articles in journals, papers for conferences, study notes not used to deliver teaching and books not commissioned by the University (including textbooks), as well as performances, musical scores and creative writing produced for the furtherance of an academic career are not subject to the default position outlined at paragraph 2.2 above and shall be owned by the Staff, Student or Visitor who creates such IP.
- 3.4.2 Staff, Students and Visitors shall grant to the University a non-exclusive, royalty-free licence to use the Scholarly Works for the University's administration, promotional, research and teaching purposes.



- 3.4.3 The University will own the IP in Course Materials created by Staff, Students or Visitors, with the exclusion of Course Material that is created from or for Open Educational Resources, in accordance with paragraph 4.2.
- 3.4.4 The University grants the creators of Course Materials a perpetual, royalty-free, non-exclusive licence to use the Course Materials created by them for teaching and research purposes at the University.

### **3.5 Patents**

- 3.5.1 The provisions of sections 39, 40, 41, 42 and 43 of the Patents Act 1977 relating to the ownership of employees' inventions and the compensation of employees for certain inventions apply;
- 3.5.2 Any matter or thing capable of being patented under the Patents Act 1977, made, developed or discovered by Staff, Students and/or Visitors either alone or in concert, whilst in the performance of their normal duties/studies/Appointment, or duties specifically assigned to them, shall forthwith be disclosed to the University (using the disclosure form set out in Appendix C of this Policy) and, subject to the provision of the Patents Act 1977 in respect of Staff, shall belong to and be the absolute property of the University;
- 3.5.3 Staff, Students and Visitors shall (notwithstanding the termination of their employment/study/Appointment (as applicable)) sign and execute all such documents and do all such acts as the University may reasonably require;
- 3.5.4 To apply for and obtain in the sole name of the University (unless it otherwise directs) patent, registered design or other protection of any nature whatsoever in respect of the inventions in any country through the world and, when so obtained and vested, to renew and maintain the same;
- 3.5.5 To resist any objection or opposition to obtaining, and any petitions or applications for revocation of, any such patent, registered design or other protection; and
- 3.5.6 To bring any proceedings for infringement of any such patent, registered design or other protection.
- 3.5.7 The University hereby undertakes to indemnify the relevant Staff, Students and/or Visitors in respect of all costs, claims and damages, howsoever and wheresoever incurred, in connection with the discharge by the relevant Staff, Students and/or Visitors of any and all such requests under 3.5(c)(i), (ii), (iii) subject to the relevant Staff, Students and/or Visitors providing such evidence of the costs incurred.
- 3.5.8 The University acknowledges the provisions of sections 7 and 42 of the Patents Act 1977. In respect of any invention that belongs to the University by virtue of Section 39 of the Patents Act 1977, it shall be for the University in the first instance to decide whether to apply for patent or other protection;
- 3.5.9 In the event that the University decides not to apply for patent or other legal protection, the relevant Staff, Students and/or Visitors have the right to be notified of that decision as soon as is reasonably practicable thereafter;

- 3.5.10 If, following such a decision, the relevant Staff, Students and/or Visitors wish to apply for patent either by themselves or with another, the relevant Staff, Students and/or Visitors must first inform the University of their intention to do so. Within a reasonable period of time following such notification the University must tell the relevant Staff/Student and/or Visitor whether it would object to the proposed application. The sole ground for such objection is that the patenting of the invention will involve or result in the disclosure to third parties of trade secrets or other confidential information belonging to the University and that such disclosure may damage the interests of the University;
- 3.5.11 Where the University objects under 3.5(g) the relevant Staff, Students and/or Visitors hereby undertake in consideration of the payment of compensation to be determined under 3.5(i) below, not to proceed to apply for patent of the invention concerned nor to assist any other person to do so;
- 3.5.12 The calculation of compensation referred to above shall have regard to those factors set out in section 41 of the Patents Act 1977. In the event that the University cannot agree the amount of compensation, it shall be competent for either the relevant Staff, Students and/or Visitors or the University to apply to the President of the Law Society of England and Wales to appoint an arbitrator or mediator under the terms of the Arbitration Act 1996 or the Intellectual Property Office's mediation service.

### **3.6 External Work by Academic Staff**

- 3.6.1 External work that is supportive of academic professional responsibilities is encouraged by the University. Such work may be subject to this Intellectual Property Policy. Before entering into an obligation to undertake any external work, including consultancy, Staff must inform the University through their Dean of Faculty or Academic Director and act in accordance with paragraphs 5.2 or 5.3 (as applicable) of this IP Policy.
- 3.6.2 However, by way of exception, this requirement does not apply to the following:
- External Examining
  - Acting as an academic assessor or moderator
  - The production of Scholarly Works such as books, articles, papers and 'practice as research'
  - Any other activity specified in the Staff Handbook as not coming within this requirement.
- 3.6.3 It is the responsibility of each Staff member that holds an honorary or other academic or research appointment at another institution (Host Institution) to bring to the attention of the Host Institution, including his/her obligations in terms of this Policy, prior to the tenure at the Host Institution. To the extent that the Host Institution's IP Policy makes a claim on IP created by the Staff member pursuant to such appointment, the Staff member shall ensure that the Host Institution negotiates a suitable IP arrangement with the University.

### **3.7 Acquisition of IP and/or Copyright by the University**

- 3.7.1 The term “artistic work” has the meaning set out in section 4 of the Copyright, Designs and Patents Act 1988 (as may be amended from time to time). Copyright in all artistic works produced by Staff or Students shall belong to the Staff or Student who created the artistic works in the course of their employment or studies.
- 3.7.2 The University shall be entitled without payment of any fee or royalty to reproduce the artistic work for educational and promotional purposes, including without limitation reproduction in academic publications, promotional materials and web-sites, and to exhibit the artistic work to the public during the course of the Student’s studies or the Staff’s employment at the University.
- 3.7.3 If the University wishes to reproduce the artistic work for any commercial purpose, the University shall have a right to acquire ownership of, on fair and reasonable terms, the physical work of any artistic works produced by Staff or Students, including without limitation paintings, photographs, sculptures, fabric patterns and multimedia works, but excluding musical scores.
- 3.7.4 At the time of registration Students may sign any necessary documents in order to give effect to the revenue sharing arrangements made by the University in Appendix A. In exchange Students will, unless otherwise stated, be entitled to be treated in the same way as Staff for the purposes of revenue sharing under this IP Policy.

### **3.8 Undergraduate and Postgraduate Students, and Intellectual Property Regulations**

- 3.8.1 IP rights subsisting in works created by Undergraduate Students will be owned by such Students, subject to the terms of this IP Policy and/or specific agreement to the contrary;
- 3.8.2 Postgraduate research Students must keep secure and confidential all information and property relating to or acquired through their project; and identify to their supervisor any intellectual property that they introduce to the project and which is not owned by the Student;
- 3.8.3 The IP ownership of the results of pre-defined research projects remains with the University unless otherwise agreed at the outset of the research. Postgraduate Students on such projects will be able to apply for a share of any net commercialisation benefits that might accrue to the University from products of the project if these are commercialised.
- 3.8.4 Literary copyright in Postgraduate submitted theses and other Scholarly Works remains the property of the creator, while all other IP passes to the University. The Student shall grant a perpetual, nonexclusive, royalty-free licence to the University to reproduce the thesis or dissertation and to distribute copies thereof to the public;
- 3.8.5 The same may also apply to projects involving the external sponsorship of a postgraduate studentship or research programme. Where this is the case, the institution and/or the funding body/sponsor and the University shall agree in writing

whether or not the Student retains ownership of IP at the beginning of the research candidature. Para 3.8 (b) & (c) apply to postgraduate research students.

### **3.9 Responsibility to Identify and Protect IP (including Duty of Confidentiality)**

3.9.1 When undertaking University work from which IP may be expected to arise all persons bound by this Policy must:

- Keep a record of the creation of the IP (e.g. PURE record, or a completed intellectual property disclosure form – See Appendix C).
- Keep the nature of and matters relating to IP confidential until the fact and manner of any disclosure are agreed with the University's Research & Innovation team;
- Assist in protecting the University's rights to the IP by keeping suitable records of creation.

3.9.2 When IP is expected to arise from undertaken University work it will be the responsibility of the member of staff to discuss this at the earliest opportunity with their line manager (Head of Department or Dean for academic staff). Any work undertaken with potential IP must be considered within a member of staffs workload and not seen to detriment core activities (such as teaching).

3.9.3 Premature public disclosure may result in the loss of IP protection rights, therefore all Staff, Students and Visitors must make all reasonable efforts to identify any protectable IP as early as possible, and shall consult with University's Research & Innovation team before making any public disclosure of potential University IP.

3.9.4 The University may designate certain confidential information as commercially sensitive or a trade secret, owned by the University. In that event, all Staff, Students and Visitors will be obligated to maintain secrecy of the commercially sensitive information and any trade secret and to follow the direction for management of the commercially sensitive information or trade secret by University's Research & Innovation team.

3.9.5 The commercial viability of any disclosed IP will be assessed by the University's Research & Innovation team. This viability review will determine the most appropriate method of exploiting the IP and will also inform it's protection and how the commercialisation of the IP is funded.

3.9.6 All Staff, Students and Visitors shall observe the University's approval processes by obtaining, with suitable notice, the University's written consent prior to engaging in any promotional activity, making public statements, or issuing public releases. This permission will be sought by emailing [KE@winchester.ac.uk](mailto:KE@winchester.ac.uk).

### **3.10 Moral Rights**

3.10.1 The University undertakes to respect and protect the moral rights which copyright law confers on author/creator of copyright works. Moral rights vest in the author of copyright works irrespective of the copyright ownership thereof and include:

- the right of attribution of authorship in respect of the copyright works;
- the right not to have authorship of the copyright works falsely attributed; and
- the right of integrity of authorship in respect of the copyright works.

3.10.2 The University will not require Staff, Students or Visitors to waive their moral rights as a condition of employment or enrolment or Appointment.

3.10.3 Where the University engages an external third party to create any IP for the University, the contract may require the third party to waive its moral rights in any such IP in favour of the University.

## **4 Publication and Public Domain**

4.1 The University may publish any theses or dissertations in accordance with paragraph 3.8(d).

4.2 University IP forms part of the Public Domain in the following circumstances:

- if a Research Contract provides that the research results be placed into the Public Domain; or
- if Staff, Students or Visitors made use of OERs or resources licensed through Open Source or Creative Commons License's and the licensing conditions require release of derivatives into the Public Domain.

4.3 The University will release IP into the Public Domain in the following circumstances:

- where it is deemed to be in the public interest;
- if the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
- if deemed necessary by the University.

4.4 The University recognises and endorses the rights of Staff, Students and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible University IP shall first be cleared in writing by the University after having an opportunity to protect such University IP.

## **5. External Third-Party Arrangements (collaboration/Research Contracts, consultancy/services delivered by or for the University)**

5.1 Where the University is engaging a third party to deliver services to the University, the University's IP rights shall be protected, and the University takes the following position:

5.1.1 There shall be a written contract in place between the University and third party protecting the University's IP rights.

5.1.2 Where the third party is to be given access to or use of any pre-existing University IP, the contract shall contain a clause stipulating the University retains full ownership of its pre-existing IP and upon the expiry or termination of the third party contract any licence granted to the third party shall automatically terminate.

- 5.1.3 Where the third party is creating any IP for the University, the contract shall require the ownership of the IP be vested in the University upon creation. Where the third party wishes to have any licence to such IP this will require the prior approval of the Research and Innovation office. Whether any IP licenses are exclusive or non-exclusive will be a matter for each individual contract.
- 5.1.4 Where the third party uses any of its pre-existing IP or requires ownership of any newly created IP, this must be agreed in advance with the Research and Innovation office and the contract shall provide for the third party to grant to the University a perpetual, irrevocable, royalty free licence to use the IP for its own business and academic purposes.
- 5.1.5 The contract shall provide for the retention or waiver of any moral rights of the author of the IP (as applicable).
- 5.1.6 The contract with the third party may require the third party to comply with this policy.
- 5.2 Where the University is collaborating with other parties (e.g. other Universities, public sector bodies or private organisations) for a particular project (e.g. research and development):
  - 5.2.1 The Staff or Student must not commence any work with another party without first obtaining permission from Research and Innovation and ensuring there is a written agreement in place between the University and the other party(ies).
  - 5.2.2 The agreement should ensure the University obtains rights to any IP that is created during such collaboration, the University should seek to obtain at least joint ownership of any such IP and rights to commercialise where applicable. The University should be entitled to a share of any commercial revenue generated from the IP, either in equal shares with the other joint owner(s) or commensurate to its contribution to the collaboration.
  - 5.2.3 Where the other party is to be given access to or use of any pre-existing University IP, the agreement shall contain a clause stipulating the University retains full ownership of its pre-existing IP and upon the expiry or termination of the agreement any licence granted to the third party shall automatically terminate.
  - 5.2.4 The costs for protecting and maintaining any IP jointly created with another party should be shared either equally or in accordance with the percentage of contributions of the parties (or where more than 2 parties in accordance with the percentage share of IP ownership). Where the collaboration is with other academic or research organisations the University will agree with the other parties who will take the lead on protecting the joint IP and any commercialisation.
  - 5.2.5 The agreement should provide rights to the University to publish any of its findings and/or those of the collaborating parties as a whole (providing it may need to acknowledge the other contributing parties).
- 5.3 Where the University is delivering services to an external third party, the contract should contain as a minimum the following:

- 5.3.1 Where the University will be using any of its own pre-existing or background IP in the delivery of the services, the contract shall provide that the University retains full ownership of its own IP. Where the third party wishes to have any licence to such University IP this will require the prior approval of Research and Innovation.
- 5.3.2 If the University is creating new IP for the third party either the University will own the IP on creation and will grant a licence to the third party or if the third party is to own the IP the contract should contain a licence from the third party to the University to be able to use the IP (preferably a perpetual, irrevocable, royalty free licence to use the IP for its own business and academic purposes). Where applicable, the University should retain its moral rights. Whether any IP licenses are exclusive or nonexclusive will be a matter for each individual contract.
- 5.4 Where any IP is created by any staff, student or visitor to the University and the University elects not to protect or commercialise the IP, the University may assign the IP to the creator/author however this may be subject to the creator/author of the IP to granting to the University a non-exclusive, royalty-free licence to use the IP for its own research and/or teaching purposes and if the IP is commercialised, for the University to be compensated for any expenditure it may have incurred in connection with the creation, or assistance in the protection and/or commercialisation of such IP.

## 6. Logo

- 6.1. All Staff, Students and Visitors shall use the University's logo on all publicity materials and shall do so in accordance with the University's branding guidelines. The Staff, Student or Visitor shall only be granted a non-assignable, non-exclusive licence to use the logo for the purposes set out in the branding guidelines. In no circumstances shall the Staff, Student or Visitor grant a sub-licence for the use of the logo and no rights in respect of the logo shall be acquired by the Staff, Student or Visitor. The Staff, Student or Visitor shall not incorporate the University's logo into any other logo or advertising and shall not create a new logo except with the written consent of the University's Marketing team. The branding guidelines can be found [here](#).

## 7. Variations

- 7.1. This Policy may be subject to amendments by the University in the future, for example to reflect developments in relevant legislation or related policy/operational changes within the University.
- 7.2. Any changes or updates which have a material impact on Staff and Students will be notified to such Staff and Students in advance.

## 8. Disputes

- 8.1. In the event of a disagreement concerning any of the matters contained in this Policy which cannot be resolved by discussion at faculty level, the dispute may be referred to a member of the Executive Leadership Team (ELT) for determination.
- 8.2. The ELT shall have the right to appoint a special panel or to appoint experts to assist with the resolution of any dispute if deemed appropriate.

## **9. Website**

- 9.1. All aspects of the University website and intranet design, text, graphics and all software compilations, underlying source code, software (including applets) and all other material on the University website and intranet are copyright of the University and its affiliates, or their content and technology providers.
- 9.2. Copyright in all material on the University website and intranet (unless otherwise indicated) is held by the University. The express permission of the University must be obtained for any use of this material other than for purposes permitted by law.

## **10. Governing Law and Jurisdiction**

- 10.1. This Policy and any dispute or claim arising out of or in connection with it or its subject matter shall be governed and construed in accordance with the laws of England and Wales. It is agreed that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this Policy or its subject matter.



## **Definitions**

Without prejudice to any applicable laws the definitions set out below shall apply to this Policy:

**Appointment.** A formal agreement for a Visitor at the University, which is a prerequisite to participate in or conduct Research, scholarship, creative work, or teaching at the University.

**Arising IP:** Any IP created after the execution of an agreement or after a creator becomes subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract in the case of Staff, or registration in the case of a Student.

**Background IP.** Any pre-existing IP created before the execution of any agreement, or prior to a creator becoming subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract in the case of Staff, or registration in the case of a Student.

**Course Materials.** All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, assessments, practicum and other teaching activities conducted by the University and all IP in such materials.

**Developed IPR:** Intellectual Property Rights which are created or arise directly pursuant to the Services (including all Deliverables).

**Intellectual Property (IP).** Intellectual Property (IP) is something that is created using a persons knowledge, for example, a story, an invention, an artistic work or a symbol. It is something that has a value beyond the creation itself

**Intellectual Property Rights (IPRs).** The proprietary rights that may be granted for an invention, mark, design, or other type of IP, should the statutory requirements for protection be met to result in a patent, trademark, registered design right, respectively.

**Open Educational Resources (OER).** Teaching, learning and research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.

**Public Domain.** The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

**Research Contract.** Any type of agreement between the University and an external party or research sponsor, concerning research, which could result in IP being created at the University. This shall include, but is not limited to, all sponsorships, donorships and collaborations with the external party or research sponsor.

**Scholarly Works.** All copyright works which are the outputs of academic Staff Members, Students or Visitors, including Research, creative and other outputs in area(s) of his/her expertise. Scholarly Works do not include Course Materials.

**Staff.** Any person who is under a contract of employment with the University including academic, research, technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.

**Student.** Any student registered for an approved course at the University.

**Visitor.** Any person who is neither Staff nor a Student of the University who engages in work at the University, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with the University.

## Appendix A – Revenue Share Arrangements

### Net Benefits

Subject to any agreements with external collaborators, net benefits are the remainder of all licence fees, royalties and any other monies received by the University from exploitation of the IP after deduction of the following:

- tax
- costs of travel outside the United Kingdom on business connected with the IP
- costs of raw materials and production
- costs of development
- the University's expenses of applying for and obtaining protection of the IP
- costs associated with securing, renewing and maintaining such protection
- costs of resisting any petitions or applications for revocation of such protection and bringing proceedings for infringement of such protection including fees paid and payable in respect of such matters and legal fees
- costs of external lawyers used to set up agreements with external collaborators

### Payments

The University shall pay to the creator of the IP at least twice a year a proportion of the Net Benefits on the following scale:

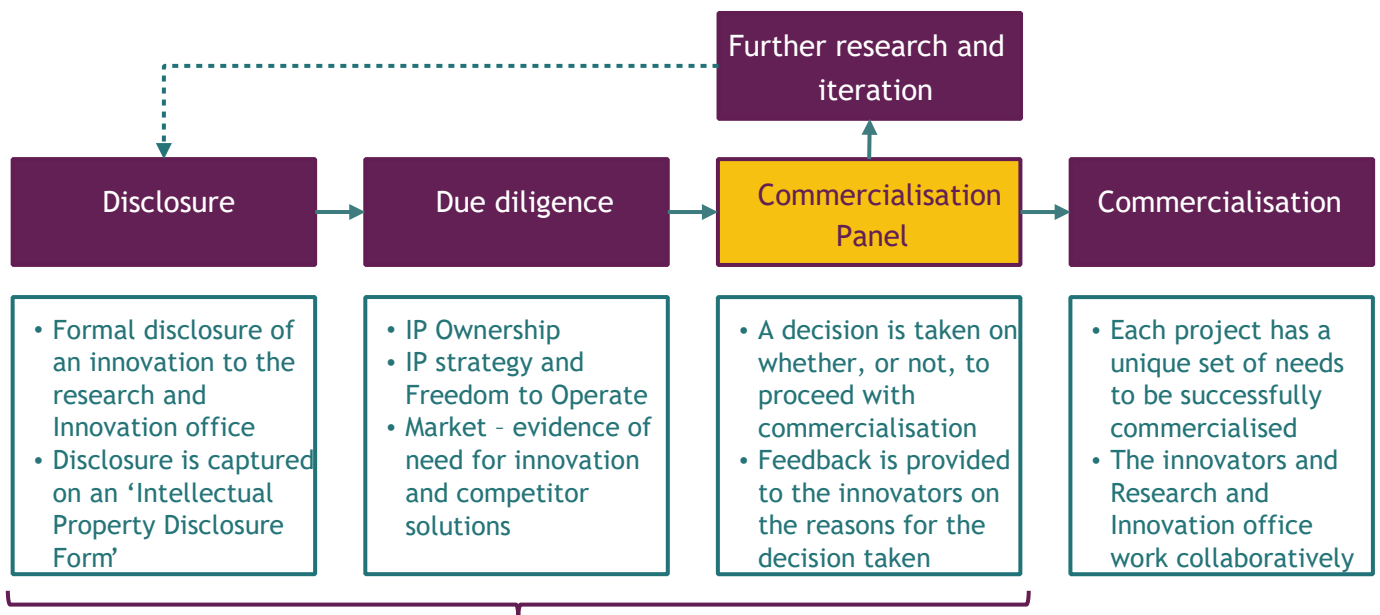
Net Benefit	Creator's Share	University's share
£1 to £10,000	90%	10%
£10,001 to £150,000	70%	30%
£150,001 to £250,000	50%	50%
Over £250,001	33.34%	66.66%

Net Benefit is all revenues collected from commercialisation activity (typically licensing) after project-specific costs (e.g. project-specific IP fees) have been paid.

The share of the Net Benefit to the member of staff is on a sliding scale, so that the creators benefit preferentially early on in the lifetime of the invention.

All payments will be made via the University's payroll systems. All payments will therefore have Tax, National Insurance and pension contribution deductions made at source.

## Appendix B – IP Flow Chart



The decision on commercialisation will be taken within 30 days of a disclosure being recorded and submitted to the Research and Innovation office.

## Appendix C – Intellectual Property Disclosure Form

### CONFIDENTIAL

IP Disclosure Form Name:	Date Received (R&I Stamp)
Title of the Project:	Ref No:

In order to protect the rights of all members of Staff, Students and Visitors involved it is important for the University fully to determine the facts relating to the Intellectual Property of any invention, design or production of copyrightable material (including software). This Intellectual Property Disclosure Form is intended to record the Intellectual Property and should be lodged with the University's Research & Innovation team as soon as possible.

The information provided in this form will be treated as confidential and will be used for the sole purpose of assessing and seeking protection of the disclosed invention.

<b>POSSIBLE IPR</b>  Please tick relevant box  Patents <input type="checkbox"/>  Trademarks <input type="checkbox"/>  Designs <input type="checkbox"/>  Copyrights <input type="checkbox"/>  Confidential Information <input type="checkbox"/>	
--	--

### CONTRIBUTOR

1	Name	Post
Faculty		
Home Address		
		Nationality

## KEY DATES

First recorded date of the IP		
Date your employment/education/Appointment commenced with the University of Winchester		
<b>OTHER STAFF INVOLVED</b>		
Please list all individuals whom you consider to have made an active contribution to the creation of the intellectual property. (Each contributor will be asked to complete this form individually.)		
Names:		
1		
2		
Home address(es)	1	2
Nationality		
Other students involved		
1		
2		
Home address(es)	1	2
Nationality		
Faculty		

**EXTERNAL FUNDING** Please give a detailed account of ALL external funding which will be and/or has been used in connection with this or related work, including grants, contracts, studentships:

Cost code(s)  (If available)	
------------------------------------	--

## CONFIDENTIALITY

Please provide details of Confidentiality / Non-disclosure Agreements entered into with reference numbers / dates (please supply copies if available):

## DESCRIPTION

Brief description of IP (circa 150 words):

## PRIOR ART

Please give details of any earlier work of the same kind of which you know (Prior Art)  
(Please include details of and/or attach copies of relevant publications with publication dates)

--

## PUBLICATIONS / DISCLOSURE

Please provide details of any publications relating to the IP that you have or intend to make, or any other forms of disclosure (including verbal) with dates and form of disclosure:

--

## THE INVENTIVE STEP

Please give details of the inventive step taken in the IP  
Please attach a maximum of 3 typed A4 pages giving a full description of the IP with full technical description if appropriate.

In which markets do you believe the IP will find most success?

--

List the three key commercial benefits of the IP:
1.
2.
3.

Do you know of any companies that may be interested in the IP? (You and other named creators should declare any conflicts of interest that may arise if the University of Winchester were to enter into a commercial agreement with any of these companies).

The information which is provided on this form will be used by the University to assess the ownership of the intellectual property rights, potential third-party claims to those rights, and obligations to external sponsors. Incorrect or incomplete details could lead to litigation, the reduction or loss of exploitation revenues, or the invalidation of patent applications.

I confirm that I and the parties named are the original creators of this Intellectual Property and that the above information is, to the best of my knowledge and belief true and correct. I agree to cooperate with the University of Winchester in seeking appropriate IP protection in the name of the University of Winchester and in the exploitation of this IP, in accordance with the University's Intellectual Property Policy and Regulations and revenue sharing policies.

Signed by	Dated
Signature of the Dean of Faculty	

Upon completion, please forward this form to the Research and Innovation Team. If you have any queries regarding the completion of this form, please contact the Director of Research and Innovation.

## Appendix D – Useful Websites and Sample Contracts

**Further information about IP** <http://www.ipo.gov.uk/> **Sample contracts and agreements** <https://www.gov.uk/guidance/university-and-business-collaboration-agreements-lambert-toolkit>

World Intellectual Property Organisation Intellectual Property Policy Template for Universities and Research Institutions: <https://www.wipo.int/technology-transfer/en/ip-policies.html>