

Approved by:	Effective date:	Next review:
Research, Enterprise and Integrity Committee	1 st August 2025	Next review date: 1 st August 2028

Policy

This policy defines the University's expectations of its Employees in relation to the creation, ownership, protection and commercialisation of Intellectual Property (IP) created, made or developed by them.

Who needs to know about the Policy?

- All University staff (including consultants, honoraries, visiting staff and secondees)
- External consultants
- Those with responsibilities for hiring or engaging with the above

Purpose of the Policy

IP is a general term describing the output of creative endeavour that is new, innovative and can be protected under legislation. It also refers to 'know how' and is defined fully in the Definitions section of this policy.

This policy provides a framework for the identification, ownership, protection and commercialisation of IP created, made or developed by Employees. It is intended to help relevant stakeholders identify and make the best use of creative or novel work arising from their employment at or their engagement with the University.

Contacts

The University's Department of Enterprise and Engagement is responsible for:

- Providing advice, support and assistance on queries relating to this policy
- Guidance and templates
- Accessing training

The Department can be contacted by emailing: B2B@canterbury.ac.uk

Intellectual Property Policy – Staff, External Consultants and Visitors

Contents

1. PURPOSE AND PRINCIPLES.....	2
2. SCOPE.....	2
3. DEFINITIONS	3
4. OWNERSHIP OF IP (GENERAL) AND THE UNIVERSITY’S RIGHTS IN RELATION TO IP	5
5. SCHOLARLY MATERIALS AND TEACHING MATERIALS.....	6
6. COMMERCIALISING IP: IDENTIFYING AND ASSIGNMENT OF IP RIGHTS.....	9
7. STUDENT INTELLECTUAL PROPERTY OWNERSHIP	9
8. EXTERNAL CONSULTANTS, COLLABORATORS AND PROFESSORS.....	10
9. DIGITAL LEARNING CAPTURE	10
10. CONFIDENTIAL INFORMATION	10
11 LICENSING	11
12 REVENUE SHARING AND OWNERSHIP AGREEMENTS	11
13 TRANSFER OF RIGHTS TO INTELLECTUAL PROPERTY.....	13
14 OTHER IP AGREEMENTS.....	13
15 OPEN LICENSING	14
16 IP OF OTHER CREATORS.....	14
17 SOCIAL RESPONSIBILITY	15
18 DISPUTE RESOLUTION.....	15
19 BREACH OF THE IP POLICY	16
20 OTHER GENERAL PROVISIONS APPLICABLE TO ALL CREATORS OF IP.....	16
ANNEXES	17
ANNEX A : COMMERCIALISATION OF IP PROCEDURE.....	17
RESPONSIBILITY FOR COST.....	18
COMMERCIALISATION OF A PROMISING IDEA.....	19
YOUR IDEA/PROPOSAL.....	20

Intellectual Property Policy – Staff, External Consultants and Visitors

INTELLECTUAL PROPERTY POLICY – STAFF, EXTERNAL CONSULTANTS AND VISITORS

1. PURPOSE AND PRINCIPLES

- 1.1. The University is committed to education, research, innovation and wishes to create an environment where the development of ideas is actively encouraged. The University recognises the benefits to Employees of being able to develop their creativity within a work setting.
- 1.2. The University respects and expects its Employees to respect, and avoid infringing, IP rights belonging to others.
- 1.3. This policy:
 - 1.3.1. confirms the University's position of the ownership of the IP created by Employees during their employment at or engagement with the University;
 - 1.3.2. sets out the University's expectations of its Employees in relation to the generation, protection and use of IP;
 - 1.3.3. provides Employees with practical guidance and documentation aimed at supporting them throughout their IP journey; whether that be developing, subsequently protecting or commercialising their creative output.
- 1.4. In maintaining this policy, the University seeks to:
 - 1.4.1. ensure fair treatment of the University and its Employees;
 - 1.4.2. make all reasonable endeavours to consider the development and protection of IP generated by Employees, in which the University has an interest, subject to adequate resources; and
 - 1.4.3. maintain fairness and adequate incentives in the distribution of residual income arising from the commercialisation of its IP.

2. SCOPE

- 2.1. This policy applies to all University Employees. 'Employees' include:
 - 2.1.1. all University staff regardless of whether they are permanent, temporary, paid or unpaid;

Intellectual Property Policy – Staff, External Consultants and Visitors

2.1.2. consultants, individuals contracted under a contract for services, honoraries, visiting staff, secondees and students who are also working for the University.

2.2. This policy also applies to any person who was (when the relevant IP was created, made and/or developed), but is not currently, an Employee.

2.3 For the purposes of this policy, all work created, made and/or developed by Employees is considered as potentially generating IP.

3. DEFINITIONS

‘Confidential Information’ means any information, regardless of whether it is marked ‘confidential’, that:

- is not publicly available; and/or
- a reasonable person would consider to be confidential; and/or
- the disclosure of which may prevent or invalidate the ability of the University to properly protect and/ or commercialise an invention or idea which may result from the information; and/or
- that has (or may have) commercial value because of its confidential nature and for which the owner has made reasonable efforts to keep confidential, including information that has been received from a party external to the University, where the person who has received the information has been made aware that the information is to be treated as confidential; and/or
- the disclosure of which would be a disadvantage to the commercial interests or business affairs of the University.

including but not limited to: know-how; research results; trade secrets; technical or operational performance and business data; marketing and business plans; target customer and sales lists.

‘Digital Learning Capture’ means the use of instructor and student-created audio and/or video content for the purposes of enhancing learning and teaching practices, and developing blended and online pedagogies. This includes, but is not limited to, recordings of lectures or other formal teaching sessions, recordings made for the purpose of reflection, assessment, and feedback.

‘Employee’ – any staff member of the University (whether permanent, temporary, paid or unpaid), whether engaged as an employee, worker, agent or otherwise, which shall include (1) any person with a professional or honorary appointment to the University (2) any visiting emeritus member of staff of another higher education institution who is engaged in research or in any other capacity at the University (3) any secondee from a third party or (4) any individual who has signed a contract for services or consultancy agreement with the University where services are to be provided personally.

Intellectual Property Policy – Staff, External Consultants and Visitors

‘External Consultant’ means any person providing consultancy services to the University, whether through a third party agency or through an umbrella or service company, where that person is not a member of University staff or a student that is registered or employed by the University.

‘External Collaborator’ means any person or undertaking that is working in partnership with the University. This may include visiting academics.

‘Intellectual Property’ (or ‘IP’) means the results of any creative work or endeavour where human intellect is used, and for which it may be possible to obtain registered and/ or unregistered protection. IP includes, but is not limited to, patents, trademarks (registered and unregistered), designs (registered and unregistered), copyright, database rights, know how, trade secrets and plant variety rights.

‘Intellectual Property Assignment Agreement’ means a legal contract in which the creator(s) of Intellectual Property (such as patents, copyrights, trademarks, or trade secrets) transfers or assigns their ownership rights to another party, in this case, the University.

‘Invention Enquiries Form (IEF)’ - means the first notification of an invention, or commercial idea from an inventor or creator which has been created. It establishes the core principles of the idea or invention, its level of uniqueness and is used to explain how the invention is created and can be reproduced.

‘Inventor or Creator’ - means the individual or collective who created, developed, discovered, or invented the IP.

‘Licence’ - means the permission granted by the owner of the IP that allows another party (The Licensee) to use either some or all of the IP. This is usually granted by a written legal document (The License) and may be combined with a Non-Disclosure Agreement.

‘Non Disclosure Agreement’ (NDA) or a ‘Confidentiality Agreement’ means a legal contract typically part of a larger group of engagement contracts between at least 2 parties that outline confidential material, knowledge, or information that all parties wish to share with one another that would otherwise be restricted. These are often used to protect early forms of IP, to keep trade secrets or simply to limit information from being readily available to the general public.

‘Patent’ – means a form of IP, protection giving the owner the right to stop others from making, using, or selling their invention. Patents can last for up to 20 years from the application date and are ‘territorial’ meaning they require multiple applications for different national offices.

‘Scholarly Materials’ means scholarly works (and preparatory materials related to such works) created, made and/or developed by Employees in the course of their research or study in furtherance of their academic career at the University including: textbooks; e-books; academic articles, conference papers and related presentations; research papers and other written works intended principally for peer review and/or scholarly publication; papers summarising the results of research; theses, dissertations and essays; works of non-fiction; works of fiction, novels and poems; works of art; video or film material; sound recordings; and personal notes created solely for private use by the Employee.

Intellectual Property Policy – Staff, External Consultants and Visitors

‘Teaching Materials’ means any materials (in any format, including those using Digital Learning Capture) created for the purpose of teaching, that are primarily intended to be used or accessed by students at any level for the purpose of any course of study including:

- course guides, handouts, on-line materials (including annotated scores and manuscripts);
- course or presentation materials (including lecture notes, slides, animations, graphics or interactive software, teaching and study guides, lecture or lesson scripts and plans, sound recordings and other audio-visual materials);
- instruction manuals;
- artefacts (including models and apparatus for practical demonstration and experimental work); and
- assessment and examination questions.

‘Visitor’ means any party that is visiting the University from another university or organisation and who is using the University facilities, including but not limited to visiting professors, visiting researchers, post-doctoral fellows, research partners from other institutions, industry research collaborators, faculty members of other institutions, and IT consultants.

4. OWNERSHIP OF IP (GENERAL) AND THE UNIVERSITY’S RIGHTS IN RELATION TO IP

Ownership of IP (General)

- 4.1. The [UK Patents Act 1977](#) and the [Copyright, Designs and Patents Act 1988](#) state that employers own IP created by their employees in the course of their employment.
- 4.2. Subject to section 5 of this policy, all IP that is created by a University Employee in the course of their employment at or engagement with the University shall be the property of the University.
- 4.3. Subject to any written agreement to the contrary, any IP that is created by an External Consultant as part of their work with the University shall be assigned to the University.
- 4.4. Any IP that is jointly developed with one or more External Collaborators will be subject to the terms of any collaboration agreement. If no such agreement is in place an IP Agreement will be prepared to set out the provisions relating to the ownership of the IP and how (if at all) the IP is to be commercialised.
- 4.5. University Employees creating IP in the course of their employment at or their engagement with the University must make every effort to ensure that any IP they create, make or develop which has (or may have) commercial and/or development potential is identified and disclosed to the University (in any format the University requires) in a timely manner.

Intellectual Property Policy – Staff, External Consultants and Visitors

The University's Right to Use IP

- 4.6. Where IP belongs to the University (including where a creator has assigned to the University IP which they created, made and/or developed), the University:
- 4.6.1. may control the use, management and/or commercialisation of, or perform any other action(s) consistent with ownership of, such IP (subject to any wider legal constraints); and
 - 4.6.2. grants to the creator(s) of such IP, a non-exclusive, worldwide, royalty-free licence to retain, use, copy, modify, broadcast and make available (whether in hard copy or electronically) such IP for the purpose, and during the course of their employment at the University only, but not for any commercial purpose (unless with the University's prior written consent).
- 4.7. In the event IP belongs to a creator (including where the University has assigned IP to a creator), the University may perform any act consistent with the licence granted by the creator under section 5.4 of this policy.
- 4.8. If an Employee is unsure about the ownership of any IP they can contact the Department of Enterprise and Engagement for advice.

5. SCHOLARLY MATERIALS AND TEACHING MATERIALS

- 5.1 There is a long-standing and widely accepted academic practice in the Higher Education sector regarding the general position set out in section 4, relating to the ownership of copyright in Scholarly Materials and Teaching Materials. Except where the materials fall within any of the specific categories at section 5.2 below the University agrees that copyright in Scholarly Materials and Teaching Materials shall belong to the Employee(s) who is the author/originator of such materials. Nevertheless, before taking any action in relation to copyright in Scholarly Materials or Teaching Materials, the creator must ensure that the relevant Scholarly Materials do not include any other IP which belongs to the University. Copyright owners may be required to assign their copyright to funders or to publishers in order to achieve publication. The University waives its right on the basis that it retains a licence to use Scholarly Materials and Teaching Materials as set out in section 5.4.
- 5.2 The University's waiver in relation to copyright in Scholarly Materials and Teaching Materials referred to in section 5.1 shall not apply to:
- 5.2.1 institutional materials, meaning works created by Employees for University administrative and/or operational purposes which include but are not limited to reports, syllabuses, curricula, timetables, regulations, examination papers and all other materials specifically prepared in connection with student assessment (rather than for teaching purposes generally), handbooks,

Intellectual Property Policy – Staff, External Consultants and Visitors

promotional and marketing materials, artistic works relating to the University brand or other brands/logos used in connection with University activity;

5.2.2 computer programs, which includes but is not limited to any software, source code, object code, preparatory design materials and any supporting documents created by University staff in the course of duties;

5.2.3 technical specifications, technical designs or other works created by University staff in the course of duties which may be of assistance to the University in protecting or supporting the commercialisation of rights in patentable inventions, trade secrets, know-how, commercially exploitable products or other innovations;

5.2.4 works created in the course of sponsored/funded research or work commissioned by a third party, where the terms of such third party arrangement require the University to assign (or to own and licence) copyright in such works to a third party;

5.2.5 teaching materials which are specifically produced or commissioned by the University or a third party, for example for the purposes of inclusion in a teaching programme developed for a third party, an executive education programme or other education venture, or any online programme delivery;

5.2.6 databases created by University staff in the course of duties;

5.2.7 sound recordings, films and broadcasts created for their purpose of teaching, where the University has made the necessary arrangements for the making of the sound recording, film or broadcast (as the case may be).

5.3 The University asserts ownership of all other IP rights contained within Scholarly Materials and Teaching Materials.

5.4 In return for the University waiving its right to assert ownership of the copyright in Scholarly Materials and Teaching Materials in favour of the author(s), and unless a funder or publisher requires otherwise, the author(s) agree to grant the University and its subsidiaries a non-exclusive, royalty free, worldwide, perpetual, and irrevocable licence (including the right to sub-licence) to use, copy, modify, broadcast and make available (including in hard copy or electronically, including on the University's virtual learning environment) the IP for academic, research, teaching, commercial (in respect of Teaching Materials only) purposes and any other purpose relating to the University's charitable activities.

5.5 In the event that Scholarly Materials are created in the performance of third-party sponsored research, then the contractual terms relating to IP ownership will take precedence. The originator of such materials agrees to grant to the University and its subsidiaries a non-exclusive perpetual, royalty free, worldwide, perpetual and irrevocable licence (including the right to sub-licence) to use, copy, modify, broadcast and make available (including in hard copy or electronically, including on the University's

Intellectual Property Policy – Staff, External Consultants and Visitors

virtual learning environment) the IP for administrative, promotional, teaching, research and commercial purposes. In the event of the University's commercial usage of the materials there will be prior consultation with the originators who will be rewarded in accordance with the provisions of this policy.

- 5.6 The originator of Scholarly Materials and Teaching Materials will ensure that in the event they have been produced in collaboration with individuals who are not Employees, the collaborators will also provide a licence to the University in the same way as set out at section 5.4.
- 5.7 The University does not assert any ownership of copyright in Teaching Materials produced by staff in any previous employment. However, staff must have obtained the appropriate permissions from the former employer to continue to use any copyright material during the employee's employment with the University. If such permissions have not been obtained, then such material must not be used.
- 5.8 The University shall respect the rights of University staff to ownership of copyright in Teaching Materials as set out in this policy.
- 5.9 In the event the University utilises (or sub-licenses) Teaching Materials under the licence granted to it in section 5.4, the University will typically acknowledge the contribution of the original author who created such materials (where it is reasonably practicable and appropriate to do so). However given the range of potential circumstances, for policy purposes the University retains an absolute discretion as to whether or not to acknowledge such contribution. The University shall have the right to modify or adapt any Teaching Materials without restriction or recourse to the creator.
- 5.10 As a general rule, moral rights do not apply in the case of employee-generated works. To the extent that any University staff member does hold any moral rights in any teaching materials under English law, they shall be deemed to have unconditionally and irrevocably waived such rights in favour of the University, its licensees and assignees (to the extent legally possible).
- 5.11 To the extent permissible by law, the University shall own IP created by University Employees **outside the course of their duties** where more than incidental use of University resources or equipment contributed to the development of such IP. More than incidental use of University resources means support from the University which is more than incidental and which is over and above that normally provided to University staff for activities outside the course of their duties, and could include (but is not limited to): provision of funding; use of University IT resources; use of University premises, facilities, equipment and/or capabilities; and/or use of University IP, including use of University name and/or branding. For the avoidance of doubt, in the event Scholarly Materials are created with more than incidental use of University resources or equipment, the University shall own the IP in such materials. If any creator is in any doubt as to what constitutes 'more than incidental use' in relation to this section 5.11, they should seek clarification from the Director of Enterprise & Engagement.
- 5.12 Upon leaving their employment at the University former Employees will still be bound by this policy and shall not be entitled to use any materials in which the University owns IP rights, unless the written

Intellectual Property Policy – Staff, External Consultants and Visitors

permission of the University has first been obtained. All such enquires should in the first instance be directed to the Head of School/Department or the relevant line manager.

6. COMMERCIALISING IP: IDENTIFYING AND ASSIGNMENT OF IP RIGHTS

- 6.1 Employees wishing to commercialise IP which has been created, made or developed in the course of their employment at or engagement with the University must explore the possibility of commercialising that IP with the University, in accordance with this policy and by following the Commercialisation of IP Procedure at Annex A.
- 6.1 Although the interests of Employees creating such IP and the University will often coincide, creators of IP are advised to seek independent advice, which unless otherwise agreed, will be at their own cost.

7. STUDENT INTELLECTUAL PROPERTY OWNERSHIP

- 7.1. The University's [Intellectual Property Policy relating to Students](#) sets out the University's position in relation to generation of IP by the University's registered students.
- 7.2. Ownership of IP created by a student, who is not also a University Employee, normally rests with the student. However, the University may assert a proprietary interest in such IP rights if:
- 7.2.1. development of the IP has involved substantial use of University resources and/or services, beyond those needed to meet the student's course requirements, subject to the arrangements set out in section 7.6;
 - 7.2.2. development of the IP has resulted from the use of University-owned IP;
 - 7.2.3. the IP forms part of the IP generated by a team of University Employees which the student is directly or indirectly a member outside their course;
 - 7.2.4. the student is involved in a project funded by the University outside their course;
 - 7.2.5. the student is involved in a project/competition sponsored by a third party who has contracted with the University to own all resulting IP rights. Here, the student's IP rights need to be assigned by the student to the University, so that it can be assigned to the third-party sponsor.
- 7.3. Students who are also Employees, including Research Assistants and Knowledge Transfer Partnership Associates, are treated as Employees for the purposes of this policy and the University's [Intellectual Property Policy relating to Students](#).
- 7.4. The employer of students employed by an organisation sponsoring their studies will be the first owner of any arising IP, according to the nature of the work being undertaken. IP ownership arrangements will otherwise be dealt with in accordance with the terms of the sponsorship agreement between the employer and the University.

Intellectual Property Policy – Staff, External Consultants and Visitors

- 7.5. Students grant to the University (and its subsidiaries) a nonexclusive, perpetual, world-wide, royalty free license to use IP created by a student as part of their course with the University for administrative, promotional, teaching and research purposes, with rights to sub-license.
- 7.6 In the event a student creates IP outside the scope of University studies, with significant use of University resources, an agreement will be drawn up regarding ownership of IP. Investment in, or support of, commercial development of such materials created by a student will be approved by the University only when an Intellectual Property Assignment Agreement is in place which transfers ownership to the University.

8. EXTERNAL CONSULTANTS, COLLABORATORS AND PROFESSORS

- 8.1. A contract containing terms in relation to IP, for example, terms requiring the assignment of IP must be prepared and signed by all parties prior to the start date of Visitors, External Collaborators, and External Consultants at the University. Subject to negotiation, such contracts will set-out that any IP rights created during this visit or engagement, by the visiting party will belong to the University.

9. DIGITAL LEARNING CAPTURE

- 9.1. [The University's Digital Learning Capture \(DLC\) policy](#) applies to University Employees creating or using Teaching Materials that are otherwise known as Digital Learning Capture. The Digital Learning Capture policy sets out the University's requirements in relation to this activity.
- 9.2. The University's position regarding the ownership of the IP in and the use of Teaching Materials is set out at section 5 of this policy. In the event of a conflict between the DLC Policy and this IP policy in terms of IP ownership, this policy shall apply.

10. CONFIDENTIAL INFORMATION

- 10.1 Employees are under an obligation relating to Confidential Information:
- 10.1.1 to ensure and maintain the confidentiality of Confidential Information;
 - 10.1.2 not to publish or disclose Confidential Information;
 - 10.1.3 not to use, copy or reproduce Confidential Information or any part of it in any manner or form, other than is expressly permitted by the University;
 - 10.1.4 to return Confidential Information to the University at any time required by the University except where permission has been obtained from the University or where the information has already been published, and where the information is required in the performance of the duties of the Employee.

Intellectual Property Policy – Staff, External Consultants and Visitors

- 10.2 Any University Employee in a supervisory role must ensure that all Employees, (including External Collaborators, Visitors and External Consultants) are aware of the above confidentiality requirements.
- 10.3 Any information that is thought to be confidential should be marked as confidential and maintained in a secure manner, if possible, separately from other non-confidential information.
- 10.4 Where the conduct of sponsored or funded research work results in Employees gaining access to Confidential Information belonging to the sponsor or funder, the head of the project, supervisor or *principal investigator* shall ensure that all Employees engaged in such work are provided with a copy of the contract and requested to sign supplemental confidentiality agreements where the relevant contract so requires. Such Employees shall familiarise themselves with terms of such agreements and adhere strictly to them. In particular, the head of the project, supervisor or principal investigator shall be responsible for ensuring that the handling and storing of Confidential Information is in accordance with the terms of the contract. Employees shall not disclose any third party and Confidential Information, for example; through giving a lecture, presenting or publishing a paper or holding discussions, unless authorised by the relevant party in writing.

11 LICENSING

- 11.1 A licence agreement is a contract granting rights from one party (“the licensor”) to another (“the licensee”). A licence agreement commonly permits the licensee to use (for example, copying, manufacture, sale etc) IP (e.g. a patent, design right, copyright material etc) owned by the licensor. It can be the most effective way of controlling IP and setting up a mechanism for the generation of royalty income, in favour of the licensor, from the use of the IP, for example, by industry. Licence agreements entered into by the University require considerable care in drafting and will require the approval of the University Solicitor and the relevant SMT member.

12 REVENUE SHARING AND OWNERSHIP AGREEMENTS

- 12.1 The University operates a revenue sharing scheme for the purposes of sharing any revenues arising from the successful commercialisation of its IP in accordance with this policy, and in particular section 6.
- 12.2 Subject to the Commercialisation of IP Procedure and the appetite of the University to proceed, the basis of commercialising IP is that the University and the employee(s) involved will collaborate and will jointly explore the commercialisation potential of the IP. The gross amount apportioned to the inventor will be subject to deductions for employee National Insurance and Income Tax and employer NI.
- 12.3 Revenue sharing agreements will be entered into on a case by case basis.
- 12.3.1 Normally, an agreement with regard to the apportionment of net income arising from the commercialisation of IP invented by an Employee will be on the scale set out below. However, this is only guidance and the University reserves the right to vary this with the Employee’s explicit agreement when entering the revenue sharing agreement.

Intellectual Property Policy – Staff, External Consultants and Visitors

For the first £10,000 of the total net income (following the University’s deductions – see worked example at 12.3.3) :

Net Income	Employee	Department/School	University
First £0 - £10,000	100%	0%	0%

For the remainder after deducting the first £10,000:

Net Income	Employee	Department/School	University
Next £10,001 - £20,000	50%	25%	25%
Over £20,001+	33.3%	33.3%	33.3%

12.3.1 This means the first £10,000 of net revenue will be paid entirely to the employee. The net revenue sharing arrangement above applies to schemes raising £10,001 or more.

12.3.2 The University will be entitled to deduct from the gross revenue from such commercialisation of its IP all expenses incurred by the University and any University subsidiary in connection with the registration, marketing and commercialisation of the relevant IP (including all fees of patent agents and lawyers and costs of regulatory approvals) or any taxes or charges that the University is required to deduct by law. Net income will be determined by the Financial Accountant assigned to the department in question.

12.3.3 Worked example: If the total net revenue (i.e. after the University’s investment costs have been recovered) is £30,000.00, the employee(s) will be entitled to the first £10,000.

The remaining £20,000 (the portion over the first £10,000 which goes entirely to the Employee) is divided as follows:

50% of £20,000 (£10,000) – to the Employee

25% of £20,000 (£5,000) – to the academic department/school

25% of £20,000 (£5,000) to the University.

Intellectual Property Policy – Staff, External Consultants and Visitors

This means that the employee receives a cumulative amount of £20,000 of the total net revenue (i.e, after deducting the University's costs, patent, legal and agent fees, taxes and charges from the gross revenue)

12.3.4 In the event more than one IP generator is involved, the distribution of their share of the income between themselves shall be for them to determine. Should an IP generator subsequently leave the service of the University there shall be no consequential change to any royalties due to the inventor. In the event of the IP generator's death, entitlement to royalties shall transfer to the IP generator's estate, provided that the total revenue to all such parties shall not exceed 1/3 of the total net revenue.

12.3.5 Until the Employee has provided satisfactory evidence to the University, prior to any IP developmental work taking place, that all persons who created the IP have agreed ownership and shares of the potential outputs of the IP and the royalty distribution, or have waived any rights in the same, the University is under no obligation to pay any revenue share of the net income.

12.3.6 The University will be entitled to pay the share of the net revenue to any party it deems in its sole discretion as appropriate. Any interest earned on the net revenue will be kept by the University.

13 TRANSFER OF RIGHTS TO IP

- 13.1 The rights in University IP may not be transferred to third parties by assignment, license, sale or otherwise, without the advice and written approval of (1) the University Solicitor and (2) the relevant SMT member, after consultation with inventor(s) and author(s), if relevant.

14 OTHER IP AGREEMENTS

- 14.1 No Employee is empowered to sign any documents relating to IP without first referring the matter to the relevant SMT member and following the advice of the Governance and Legal Services team or the Department of Research Development (in the case of research agreements). Such agreements may include confidentiality agreements, licence agreements, IP assignments, research agreements or joint venture agreements.
- 14.2 Employees, including External Collaborators, Visitors and External Consultants who have already signed or are required to sign an agreement from outside the University relating to IP or Confidential Information must inform the Department for Enterprise and Engagement of such agreement at the earliest possible opportunity.
- 14.3 The University shall only be bound by agreements relating to IP that are signed by an authorised signatory of the SMT and on the basis of the University Solicitor's advice.

Intellectual Property Policy – Staff, External Consultants and Visitors

15 OPEN LICENSING

- 15.1 The University recognises that protection or commercialisation of IP may not always be appropriate and that in some circumstances it is normal academic practice to openly licence IP. In general, the University encourages the use of open licensing models to facilitate the wide dissemination of knowledge and maximise societal impact, where broader access aligns with the University's mission of knowledge sharing and public benefit.
- 15.2 If, having regard to all the circumstances (including their obligations under section 4.5 of this policy) if a creator considers that any copyright work which they have created, made or developed in furtherance of academic research (and excluding Teaching Materials) should be openly licensed, the creator may openly licence that copyright work using a recognised open licensing resource (eg. Creative Commons). The University (through the Enterprises and Engagement team) will provide guidance to staff on selecting appropriate licences.
- 15.3 The University reserves the right to designate certain works for open licensing where appropriate including for example, pursuant to publicly funded projects or to align with grant requirements.
- 15.4 If in any doubt about the ownership or potential value to any IP being considered under section 15.2, creators should refer to section 4.8 of this policy.

16 IP OF OTHER CREATORS

- 16.1 The University is committed to respecting the IP rights of external creators. Employees are required to uphold these rights in all academic, research, and administrative activities.
- 16.2 Employees must ensure lawful use of third-party IP. This includes obtaining necessary permissions or licenses (e.g. obtaining the written permission of the relevant rights holder to the intended use, either through a formal license or otherwise)
- 16.3 Proper attribution must be given to external creators in accordance with applicable licenses or legal requirements. Misuse or misrepresentation of third-party IP is strictly prohibited.
- 16.4 The University recognises and supports the fair use of copyrighted work for academic and research purposes, in accordance with relevant copyright laws¹. Employees are encouraged to consult with the Governance and Legal Services department on the interpretation of fair use when uncertain.

¹ Further guidance is available from <https://www.gov.uk/guidance/exceptions-to-copyright>

Intellectual Property Policy – Staff, External Consultants and Visitors

17 SOCIAL RESPONSIBILITY

- 17.1 In line with the University's vision 2030, the University is committed to fostering socially responsible innovation and ensuring the outcomes of its IP creation benefit society, particularly in areas of research, sustainability and innovation.
- 17.2 In creating and commercialising IP, creators should consider the ethical implication, including environmental, social, and economic impacts. The University reserves the right to limit the commercialisation of IP where significant ethical concerns are identified.
- 17.3 The University will not promote, support or commercialise any IP related project that it determines:
 - 17.3.1 could compromise its commitment to social and environmental responsibility; and/or
 - 17.3.2 may negatively impact the University's reputation.

18 DISPUTE RESOLUTION

- 18.1 In the event of an IP dispute involving the University's Employee(s), the University provides a structured and fair dispute resolution process to ensure an equitable outcome.
- 18.2 Informal Mediation
 - 18.2.1 Parties are encouraged to seek resolution through informal discussions and internal mediation coordinated by the Department for Enterprise and Engagement.
 - 18.2.2 the Director of the Department for Enterprise and Engagement shall act as an informal mediator to attempt to resolve the dispute.
- 18.3 Formal Grievance Process
 - 18.3.1 If informal mediation fails, a formal grievance process may be initiated by University Employees using the [University's grievance procedures](#).
 - 18.3.2 If a party is not a University Employee, the dispute shall be reviewed by a committee of impartial members appointed by the Vice-Chancellor. The Committee will gather relevant information, hold hearings as necessary, and provide a recommendation for resolution.
 - 18.3.3 In the event a dispute between the parties cannot be resolved, the matter shall be referred to the Vice-Chancellor (or his/her designate) for final determination.

Intellectual Property Policy – Staff, External Consultants and Visitors

19 BREACH OF THE IP POLICY

- 19.1 The University considers any violation of this policy as a serious misconduct and will deal with such cases in line with the appropriate University regulation, policy or procedure.
- 19.2 If a breach by Employees results in financial loss for the University, the University reserves the right to seek reimbursement for that loss from the responsible party. This may include, but is not limited to, the recovery of legal fees, settlement costs, or loss of revenue directly attributable to the policy breach.
- 19.3 If the Employee receives any University royalties or benefits from their work, the University may reduce or withhold such payments as compensation for the financial impact of the breach.

20 OTHER GENERAL PROVISIONS APPLICABLE TO ALL CREATORS OF IP

- 20.1 Creators of IP must keep accurate records in relation to any IP they create, make or develop.
- 20.2 Creators should ensure that all copy and original works are dated, sufficiently detailed to identify the work and kept in a safe location.
- 20.3 Disclosure of Confidential Information may harm the commercial position of its owner(s) in securing appropriate IP protection (see section 10 of this policy). Therefore, the University and all Employees who create IP must keep confidential any Confidential Information to which they have or may have access, and only use it for the purpose for which it was supplied. Any breach of this section may result in serious consequences including action being taken by the University under the appropriate disciplinary procedures.
- 20.4 Each creator must provide all reasonable assistance to the University in the identification, protection and commercialisation of IP and shall collaborate with all other relevant parties.
- 20.5 Any actual or potential conflict of interest that concerns any person involved with an invention or any IP in which the University has any interest must be notified to the relevant SMT lead as soon as possible.

Intellectual Property Policy – Staff, External Consultants and Visitors

ANNEXES

ANNEX A : COMMERCIALISATION OF IP PROCEDURE

1. Premature disclosure to others of the output of new ideas and materials generated by Employees can prevent the ability to protect any associated IP rights that may emanate from such materials. Except for as outlined below, Employees should therefore take all reasonable steps to keep information confidential until it is protected or released into the public domain with the approval of the Head of Department/School.
2. Before seeking to take any action to protect or commercialise the IP and in order for the University to take appropriate action to protect the University's IP rights, Employees are encouraged to promptly report work with anticipated potential for commercialisation to their Head of Department/School or relevant Line Manager for assessment by the Department of Enterprise and Engagement.
3. Separate guidance is available setting out the assessment framework the University will use for the assessment of commercial potential ([The Enterprise Escalator](#)).
4. An Invention Enquiries Form (IEF) should be completed on the creation of any subject matter that may be capable of IP protection and returned to the University Commercialisation Board (UCB) at the earliest possible opportunity. An example IEF and guidance on the circumstances in which an IEF should be completed is at Appendix 1.
5. The completion and return of the IEF to the University's Department for Enterprise and Engagement must be done in a timely manner. Information where IP protection may be obtained must not be published until the Senior Pro Vice-Chancellor (Research, Enterprise and Business Development), under recommendation from the Department for Enterprise and Engagement decides whether to pursue the filing, protection and registration of IP Rights.
6. In the event the UCB decides that IP protection is to be pursued, the inventors/ creators shall provide assistance as required in relation to the pursuit of an IP right relating to their work. This assistance shall include the disclosure of all information relating to their idea and/ or invention as is required to prepare, file, prosecute and obtain grant of said IP protection in the name of the University. All inventors/ creators shall also do all such acts that are required relating to the assignment, licensing and/ or registration of the IP, including signing and returning the documents.
7. Following the initial assessment, the UCB will decide whether to pursue commercialisation of the IP and the filing of a patent, trademark, and/ or design application to protect any IP.
8. If an initial assessment by the Department of Enterprise and Engagement leads to a recommendation to develop, protect or exploit the work, the University may make arrangements with a patent agent, lawyer or

Intellectual Property Policy – Staff, External Consultants and Visitors

other professional adviser as to the most appropriate method to specify and protect the IP. Initial protection provides a period of time in which the statement of claim can be refined, development and commercialisation possibilities explored. The Department of Enterprise and Engagement's decision shall be final and there shall be no right to appeal that decision within the University.

9. Employees are required to co-operate as required to fully maximise the potential commercial revenue that can be obtained from any IP rights. Employees must not do anything to jeopardise this.
10. If the University decides to proceed to commercialise any IP, the UCB will confirm the plan to commercialise the IP with the inventor/ creator. The University Commercialisation Board shall progress any patent, trademark, and/ or design applications in relation to the IP in question. The UCB will review the progress of the commercialisation of the project within one year of the date of any patent application being filed with a view to deciding whether to continue with the patent application and the process of commercialisation
11. In cases where the commercialisation of Employee generated IP arises from work supported or funded by external bodies, the terms of the grant or contract will prescribe the arrangements to be followed. However, the grant or contract holder is still required to take the action described above so that the University can comply with the contract and/ or arrange for any formal negotiations as may be required.
12. In cases where work to commercialise Employee generated IP is to be supported by external bodies, the terms of the grant or contract will normally prescribe terms as to ownership and commercialisation of any IP arising from the work being undertaken and arrangements for commercialisation and revenue sharing.
13. Employees are responsible for ensuring the provision of support and advice on the appropriate contractual arrangements. Any queries should be submitted to the Department for Enterprise and Engagement who will engage with the University Governance and Legal Services as appropriate.

Responsibility for Costs

14. If the Department of Enterprise and Engagement approves the protection or development of an invention, design or trademark through a decision of the Enterprise Escalator process, the University will usually, in the first instance, manage the process and meet the costs of obtaining IP protection and the subsequent exploitation of the IP unless there is a separate agreement to the contrary.
15. In the event that the University does not wish to proceed with protection of the IP and/ or relinquishes ownership of that IP, the University will no longer be responsible for any costs incurred in obtaining and/ or maintaining protection.

Intellectual Property Policy – Staff, External Consultants and Visitors

16. If ownership of the IP passes to a new owner(s), and protection, development, or exploitation is then pursued by a new owner(s), the responsibilities for further costs associated with the IP will pass to the new owner(s) of the IP.
17. In the event the Department of Enterprise and Engagement confirms in writing that the University wishes to relinquish ownership of any IP right it will give the inventor(s)/ creator(s) of the IP the option to obtain ownership of the IP right. Any transfer of rights in the IP must be referred to the University Solicitor in accordance with this policy and be recorded in writing.

18. Spin Out Companies

The University may decide in its sole discretion if a new ‘spin out’ company should be formed to commercialise and exploit IP.

APPENDIX 1

Example initial Enquiry Form (IEF):

Commercialisation of a promising idea

An initial enquiry form for developing commercial opportunities and ideas.

This form is designed to allow you to describe your idea for a commercial offering or idea, and act as a guide to the supplementary steps you will need to take to move this forward. Your idea may already be well developed, you may have already undertaken some research into the potential market for your proposal or even have thoughts about how you can deliver.

Please send once completed, to B2B@canterbury.ac.uk and a member of the Department of Enterprise & Engagement will contact you to arrange an informal follow-up discussion.

Department	
Name & Job Title	
Email Address	
CPD, Commercial Opportunity, IP etc (if known)	
Project Title or Working Title (if you have one)	

Intellectual Property Policy – Staff, External Consultants and Visitors

--	--

Caution you will require the support of your Head of School/Line Manager for this project to progress, as well as engagement with the finance team to consider potential costs of the proposal.

- 1) Have you received HOS/LM Approval?
- 2) Have you engaged with your faculty's finance/budget holder?

Approvals required	Name
Head of School or Line Manager	
School / Department Finance Officer	

Your Idea/Proposal

<p>1) Please provide a brief overview of your idea/proposal</p>	<ul style="list-style-type: none"> - <i>Is it a product, service, or process?</i> - <i>Does it involve applied research, consultancy, event/conferencing, facilities hire, training or other?</i>
<p>2) The Market/Customer</p>	<ul style="list-style-type: none"> - <i>Who is your key market? What market research have you conducted so far?</i> - <i>Who do you think might benefit/pay for your idea/offering?</i> - <i>Are you aiming at specific or general sectors, groups or individuals?</i>
<p>3) Delivery Method</p>	<ul style="list-style-type: none"> - <i>Is your idea at a stage of readiness? Has it been launched already/ already delivered etc or still concept?</i> - <i>How do you envisage your process/product/service being delivered? What is the format? i.e. in person, online, on campus etc.</i> - <i>Do you have a timeframe in mind, for when you want the concept to be deliverable?</i>

Intellectual Property Policy – Staff, External Consultants and Visitors

4) CCCU Alignment & Vision 2030	- Does the proposal align with CCCU or Departmental Aims? Consider Vision 2030?
5) Quick wins/challenges?	- Are there any immediate or 'quick wins' you can envision? - Are there any immediate push backs or challenges you anticipate coming up against?
6) Other	- If you feel there are any other applicable notes to make or areas you have considered that aren't listed above then please note them here.

Document Information	Description of Document Information
Document Title	Intellectual Property Policy for Staff External Consultants and Visitors
Department Owner	Department for Enterprise and Engagement
Document Category	<p>Documents need assigning to one or more of the agreed categories.</p> <p>State the broad area of activity covered by the Document to guide the reader of its scope. It is possible to use more than one category (for examples Academic, Students)</p> <p>Choose the relevant category name(s) from list below – description is for information</p> <p>Academic Administrative Practice - Documents of an administrative or operational nature Facilities, Equipment and Property</p>
Document Owner	Department for Enterprise and Engagement.
Document Manager	Lauren Rabbatts

Intellectual Property Policy – Staff, External Consultants and Visitors

Document Information	Description of Document Information
Related University Policies	Digital Learning Capture Policy IP Policy - Students
Related University Procedures	Guide to Commercialisation, Enterprise Escalator Guidance
Approved by	Research, Enterprise and Integrity Committee
Date Approved	22 nd May 2025
Date of Commencement	1 st August 2025
Review Date	1 st August 2028
Version	Version 1.0
History of revisions of the Document	None
Web Address	The web location of the document; include the URL to help find the document.