

CANTERBURY CHRIST CHURCH UNIVERSITY

INTELLECTUAL PROPERTY POLICY - STAFF

This policy applies to all Canterbury Christ Church University ("University") academic and professional services staff, including visiting and temporary/casual staff and research assistants.

It also applies to consultants and secondees from third party organisations unless specified differently in the contract governing their appointment. A separate policy is available for students.

1. Background

1.1 This policy for managing Intellectual Property embodies the University's approach on Intellectual Property as it relates to members of staff. It is in a form intended to help staff identify and make the best use of creative work arising from their employment at the University.

1.2 In maintaining this Policy the University seeks to:

- Ensure fair treatment for all parties
- Use all reasonable endeavours to develop and protect intellectual property generated by staff, in which the University has an interest, subject to adequate resources
- Maintain fairness and adequate incentives in the distribution of residual income
- Ensure that students of the University have access to all teaching materials that are relevant to their programme of study.

2. Definitions

2.1 Intellectual Property (IP) is a general term and describes the outputs of creative endeavour in literary, artistic, industrial and scientific fields that are new, innovative and can be protected under legislation. It also refers to know how.

2.2 Further information regarding Intellectual Property rights can be found in the supporting guidance documents. (See Section 11: Ancillary Documentation)

3. Use of IP and Confidential Information

Staff and Students may wish to use IP and/or proprietary information which is not owned by the University. In such circumstances, the following directives shall apply:

3.1 Photocopying & Copyright Clearance

These items are regulated by licence from the Copyright Licensing Agency Limited. The name and contact number of the Licensing Co-ordinator for the University is posted on the CLA Copying User Guidelines at all photocopying machines. Further information is obtainable from the Library at <http://www.canterbury.ac.uk/library/information-for/staff/scanning-service.asp>

In cases where the item to be photocopied or scanned is not covered by the CLA License then Staff and Students must obtain permission from the copyright owner.

The way copyright applies in practice always depends on the particular work and what you want to do with it. All photocopying has to be carried out according to copyright law and within the terms of

licences we have from organisations such as the Copyright Licensing Agency.
<http://www.canterbury.ac.uk/library/regulations/copyright/copyright.asp>

3.2 Copying of Computer Programs

The University is bound by a number of National and European regulations and additionally provides guidelines and procedures that are intended to confirm and support these regulations.

All users of the CCCU Computing and Information Services are required to make themselves familiar with these regulations and policies, and to check from time to time as policies may change without notice, although we will endeavour to inform users of all significant changes as appropriate.

<http://www.canterbury.ac.uk/support/computing-services/Policies-Procedures/new-policies-and-procedures.asp>

3.3 Recording of Radio and Television Broadcasts

The University uses BoB (Box of Broadcasts). Staff and students can use this service to record programmes, watch programmes from the archive, create clips and search for programmes coming up in the next seven days. <http://bobnational.net/content.php?view=what>

3.4 Trade Marks

Prior to any use of any name, acronym or logo proposed for a product or service to be produced or provided by the University, such name, acronym or logo shall be cleared with the Marketing Department against any potential infringement of third party rights.

3.5 Confidential Information

Where the conduct of sponsored research work results in Staff and/or Students gaining access to confidential information belonging to the sponsor, the head of the project, supervisor or principal investigator shall ensure that all Staff and/or Students 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 Staff and/or Students shall familiarise themselves with the 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. Staff and/or Students shall not disclose to any third party any confidential information, for example through giving a lecture, presenting or publishing a paper or holding discussions, unless authorised in writing.

4. IP Generated by Staff

4.1 Intellectual Property is in principle like any other form of property. It is a valuable asset that underpins the basis of innovation. As a result appropriate steps should be included for its protection.

4.2 Subject to Clause 5 below, and to the Patents Act 1977 and unless otherwise agreed in writing between staff and/or students concerned and the University, the University owns the forms of IP indicated in 4.3. It likewise asserts its right to ownership and use of Intellectual Property generated by staff outside the course of their employment where substantial University resources have been used. These conditions are designed to reflect the current position under the law. However, the University is committed to sharing with staff the rewards derived from successful commercial exploitation of Intellectual Property which they have generated. This is consistent with the Intellectual Property policies of other UK Higher Education Institutions.

4.3 Intellectual Property may arise as a result of employees carrying out their day to day activities. Although this list is not exhaustive, examples may include:

- a) works generated by computer hardware or software owned or operated by the university
- b) films, videos, performance works, multimedia works, notebooks and other presentations
- c) patentable and non-patentable inventions;
- d) trademarks;
- e) registered and unregistered designs;
- f) books, articles or other material to be published in an individual capacity;
- g) know-how and information associated with the above;
- h) university commissioned work not within a) – c) above;
- i) databases, computer software, firmware, courseware and related material not within a) – f) above;
- j) learning and teaching materials including lecture notes, course/module hand-outs, audio or visual recordings and other learning materials or works published, electronically or otherwise, by the University or made available through University facilities.

4.4 Teaching Materials (i.e. any materials created within the University, or on its behalf, which are primarily intended to be used (by University staff or others) or accessed by Students at any level, for the purposes of any course of study of those Students) will remain the property of the University. Producers of Teaching Materials are required to obtain all necessary written permissions from the owners of copyright owned by third parties before they can be incorporated into materials intended for University use.

4.5 The University acknowledges that ownership of Performers' Rights in any Teaching Materials, including video or other recordings of a University Employee's own lectures or presentations, are owned by the Employee. All Employees grant to the University and its subsidiaries a non-exclusive, perpetual, world-wide, royalty free licence to use such materials for administrative, promotional, teaching, research and commercial purposes, with rights to sub-license. In the event of commercial usage of the materials the revenue sharing will be in accordance with the provision of this Policy.

4.6 The University does not assert any possible ownership of copyright in teaching materials produced by employees in any previous employment. However, staff must have obtained the appropriate permissions from former employers 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.

4.7 Upon leaving the employment at the University, former employees will not be entitled to use any materials in which the University owns Intellectual Property rights, unless the written permission of the University has first been obtained. All such enquiries should in the first instance be directed to The Head of Department or the relevant Line Manager.

4.8 Where work is supported by external bodies, the terms of the grant or contract will normally prescribe terms as to ownership and commercialisation of any Intellectual Property arising from the work being undertaken and arrangements for commercialisation and revenue sharing. Employees are responsible for ensuring that the University's rights in relation to Intellectual Property are preserved. The University will ensure the provision of support and advice on appropriate contractual arrangements. In this regard any queries should be submitted to the Director of the Research and Enterprise Development Centre who will engage with the University Solicitor's Office, as appropriate.

5. Scholarly Materials

5.1 Scholarly Materials will be exempt from the University's assertion of rights of ownership. This exemption will not apply where Scholarly Materials are created in the performance of third-party-sponsored research where the contractual terms will take precedence. The originator of such materials agrees to grant to the University and its subsidiaries a non-exclusive, perpetual, world-wide, royalty free licence to use such materials for administrative, promotional, teaching, research and commercial purposes, with rights to sub-license. In the event of commercial usage of the materials there will be prior consultation with the originators who will be rewarded in accordance with the provisions herein.

5.2 Examples of Scholarly Materials are given below:

- Textbooks (unless the textbooks were developed using Teaching Materials or University-administered funds paid explicitly to support the textbook's development)
- Articles intended for publication in academic journals
- Conference papers and presentations
- Theses and dissertations
- Popular non-fiction, novels and poetry
- Works of fine art made without significant use of University facilities, resources, funding directly by the University or as a consequence of the University's eligibility for funding by outside bodies
- Personal notes created solely for private use by the Employee.

5.3 Where there has been more than incidental use of University resources or equipment such materials will be classed as University-owned IP.

5.4 The originator of Scholarly Materials will ensure that where they have been produced in collaboration with non-University Employees the collaborators will also license the University in the same way.

6. Identifying and Evaluating Intellectual Property

6.1 In order to take appropriate action to protect Intellectual Property Rights, employees must promptly report work with anticipated potential for commercialisation. The steps to be taken to ensure work is safeguarded and commercial potential is assessed are:

- The employee is required to promptly report any work that could be exploited to the Head of Department or relevant Line Manager
- An Assessment of Commercial Potential form must be completed (see Section 11: Ancillary Documentation)

6.2 Premature disclosure of new ideas and materials generated by staff can prevent the ability to protect the associated Intellectual Property Rights in those ideas and materials. Members of staff should therefore take all steps reasonably necessary to keep key information confidential until it is protected or released into the public domain with the approval of the Head of Department.

6.3 Separate guidance is available that sets out the assessment framework the University will use for the assessment of commercial potential. If the initial assessment leads to a recommendation to protect and exploit the work, the University may make arrangements with a Patent Agent or other professional adviser as to the most appropriate method to specify and protect the Intellectual Property. Initial protection provides a period of time in which the statement of claim can be refined and commercialisation possibilities explored. Employees are required to co-operate as required to fully

maximise the potential commercial revenue that can be obtained from any Intellectual Property rights. Employees must not do anything to jeopardise this.

6.4 In cases where the commercialisation potential arises from work supported 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 arrange for any formal negotiations as may be required.

7. Commercialisation of Intellectual Property Rights

7.1 Intellectual Property can be commercialised in a variety of ways, some of which are identified in paragraphs 7.2 – 7.4.

7.2 A collaboration agreement with an existing company that can take the idea or product to market. This is where employees work jointly with a company to pursue a commercial development objective that is mutually beneficial and jointly managed under a collaborative agreement. This kind of arrangement can provide the basis of an on-going relationship between the University and a company and may also be eligible for support from one of a number of funding schemes designed to facilitate collaboration between companies and higher education institutions (eg Knowledge Transfer Partnerships). Collaboration agreements require considerable care in drafting and will require the approval of the University Solicitor's office.

7.3 Setting up a new company to develop and exploit Intellectual Property. This direct method of commercialisation requires more resources than licensing but if successful, can bring substantial rewards. It is unlikely that the University will wish to set up a company to market a new product unless a well-researched business plan shows that it is capable of making a reasonable profit annually within the medium term. Spin-out companies require the approval of the Senior Management Team and the Governing Body.

7.4 A licensing agreement involving the granting of rights from one party ("the licensor") to another ("the licensee"). A licensing agreement commonly controls the use (for copying, manufacture, sale etc) of an Intellectual Property right (eg a patent, design right, copyright material etc). It can be the most effective way of controlling Intellectual Property and generating royalty income from its use by industry. Licensing agreements require considerable care in drafting and will require the approval of the University Solicitor. A Licensing Agreement Template is available from the Research and Enterprise Development Centre (RED).

7.5 Where intellectual property generated by staff or jointly by students and staff is capable of protection by registration, the University will decide whether it wishes to pursue commercial exploitation of the IP. Where the University receives revenue from the commercial exploitation of intellectual property that is owned by the University, the University's revenue sharing scheme will operate.

8. Revenue Sharing

8.1 The University operates a revenue sharing scheme for the purposes of sharing any revenues arising from the successful commercialisation of Intellectual Property.

8.2 The basis of exploiting any form of Intellectual Property is that the University and the employee(s) involved will act in partnership and will jointly seek to pursue the commercialisation potential of the Intellectual Property. The gross amount apportioned to the inventor will be subject to deductions for employee National Insurance and Income Tax and employer NI.

8.3 Normally agreements with regard to the apportionment of net income arising from commercialisation will be on the scale set out below. However, this is only guidance and the University reserves the right to vary this.

Total Net Revenue ("TNR")	Employee	Department/ Centre	University
100.00%	1/3 of TNR	1/3 of TNR	1/3 of TNR

The first £5,000 of net revenue will be paid entirely to the employee. The net revenue sharing arrangement above applies to schemes raising £5,001 or more.

The University will be entitled to deduct from the gross revenue from commercialisation all expenses incurred by the University and any University subsidiary in connection with the registration, marketing and commercialisation of the relevant Intellectual Property (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.

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 £5,000 with the remaining £25,000 divided as follows: £8,333 to the employee(s), £8,333 to the academic subject area and £8,333 to the University.

Where 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 the royalties which the inventor receives. 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.

Until the employee has provided satisfactory evidence to the University, prior to any developmental work taking place, that all persons who created the intellectual property have agreed ownership and shares of the potential outputs of the Intellectual Property and the royalty distribution, or have waived any rights in the same, the University is under no obligation to pay any revenue.

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

9. Transfer of rights to Intellectual Property

9.1 University IP may not be transferred to third parties by assignment, licence, sale or otherwise, without the advice and written approval of the University after consultation with inventor(s) and author(s).

10. Dispute Resolution.

10.1 Any unresolved disputes where staff disagree with any determination made by the University under this policy, shall, in the first instance, be referred to the Vice-Chancellor or nominated deputy.

10.2 In the event of disputes between the University and staff which remain unresolved, they shall be settled by an independent third party arbitrator, mutually agreeable to both University and staff. If not so agreed within 30 days of a written request by any party to do so, then the matter shall be referred for determination by an arbitrator to be appointed at the request of any party by the Chartered Institute of Arbitrators. In making a determination, the arbitrator shall have the right to require the parties to provide relevant documents and to present oral evidence but shall not be bound by the rules of evidence and shall seek to resolve the dispute in an expeditious and informal manner. The arbitrator shall agree that any information made available, and conclusions reached, shall be kept confidential. The determination of such third party arbitrator shall be final and binding upon both the University and the member of staff. The costs and expenses of the arbitrator shall be apportioned between the parties in such proportion as the arbitrator shall consider appropriate, the arbitrator's allocation of the costs shall be binding. In all other respects, the arbitration should be subject to the provisions of the Arbitration Act 1950 to 1996 or any re-enactment or modification of them for the time being in force.

11. Ancillary Documentation

This Policy document should be read in conjunction with the relevant supporting guidance documents and related templates listed below.

Guidance Documents

[Intellectual Property Rights: What they are and some practical tips](#)

[Consultancy Policy](#) (currently under review)

Forms and Templates

Intellectual Property - Assessing Commercial Potential

Confidentiality Disclosure Agreement

Licence Agreement

Forms & templates available from: Research and Enterprise Development Centre (RED)

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August 2014