



Intellectual Property Policy

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Intellectual Property Policy

1 Introduction

- 1.1 The University is committed to the development of research, education and innovation that enables our staff and students to create and share their knowledge. As part of this generation the University is committed to understanding the role of academic staff in relation to the publication of research, and also encouraging the identification, protection and application of intellectual property created by staff and students.
- 1.2 The University protects and exploits its intellectual property rights in furtherance of its charitable objectives of teaching and research. In addition, public and charitable research funders require the University to have an effective system of identifying, protecting, managing, and commercialising IP generated by our staff so that intellectual property is disseminated and used for the public benefit. Where appropriate (taking into consideration other models such as social enterprises, not-for-profit ventures, and open research practice), the University seeks to commercialise intellectual property rights for wide dissemination of research results and impact to society. Income obtained from such commercialisation activities is reinvested in the University.
- 1.3 This policy has been formulated to provide a framework for the successful accomplishment of technology transfer, the identification, protection and exploitation of potentially valuable research results and the exploitation of potentially profitable creative and scholastic work. By identifying possible routes of exploitation and providing financial incentives for individuals and departments, the policy is intended to encourage academic staff to identify and to develop commercial projects.
- 1.4 Reference to the existence of this policy shall be made in the conditions of employment of staff. Its existence shall also be drawn to the attention of students of the University (for whom additional guidance is given in the [Student IP Guidance documentation](#)).

2 Scope

- 2.1 The policy sets out the ownership, treatment and access rights of intellectual property rights, and applies to:
 - a. all University employees;
 - b. all students, whether undergraduate or postgraduate who have granted the University ownership of their intellectual property;
 - c. Visiting Researchers including academic visitors, individuals with honorary appointments in the University, emeritus staff and any other individuals who use University resources and who perform any research task at the University, or otherwise participate in any research project administered by the University, including those funded by external sponsors.
- 2.2 This policy applies to Intellectual Property (IP) created through or utilised in any University activity whether research, consultancy, academic, professional or other, and includes any IP created using University resources.

3 Definitions

- 3.1 The following defined terms have the meanings given below:
 - a. “Academic Licence” means a worldwide, non-exclusive, perpetual, irrevocable,

royalty-free licence for the purposes of teaching and non-commercial research which includes, without limitation, the right to use, copy, modify, distribute original and modified versions to third parties, perform in public, show in public, play in public, broadcast, and make adaptations and translations, all without attribution to any author.

- b. “Commercial IP” means Staff IP, Joint Staff-Student IP, or Joint Staff-Third Party IP that is to be exploited commercially.
- c. “create” and “created” means broadly authored, coded, collated, composed, created, designed, developed, devised, formulated, invented, made, produced, or written.
- d. “Creator(s)” means one or more members of staff and students that created the Commercial IP.
- e. “IP” and “Intellectual Property Rights” means all types of intellectual property rights throughout the world and includes, without limitation:
 - [i] patents and patentable inventions;
 - [ii] registered and unregistered design rights;
 - [iii] plant variety rights;
 - [iv] rights in semiconductor topographies;
 - [v] trademarks, goodwill, and domain names;
 - [vi] copyright and related rights, typographical arrangements, and computer software (source code and object code);
 - [vii] database rights; and
 - [viii] confidential information, trade secrets, and unpublished know-how.
- f. “Joint Staff-Student IP” means Intellectual Property Rights created jointly by one or more students in the course of their studies and one or more members of staff in the course of their employment.
- g. “Joint Staff-Third Party IP” means Intellectual Property Rights created jointly by one or more staff in the course of their employment and one or more third parties who are not students.
- h. “Staff IP” means Intellectual Property Rights created by one or more members of staff in the course of their employment.
- i. “Student IP” means Intellectual Property Rights created solely by one or more students in the course of their studies at the University.

4 Ownership of intellectual property rights

- 4.1 Overall responsibility for this policy and its implementation at the University lies with the Pro-Vice-Chancellor (Research and Enterprise), supported by the Executive Director - Research, Knowledge Exchange & Commercialisation Services and the Director of Knowledge Exchange.

A Intellectual property rights created by students

- 4.2 The default position is that students own the intellectual property rights they create while studying at the University. The University does not assert ownership in Student IP

except in the limited exceptions set out in this section.

4.3 Exceptions where the University takes assignment of Student created IP are:

- a. Intellectual Property created jointly with one or more members of staff. This will be treated as Joint Staff-Student IP (see section 5A).
- b. Participation in a staff-led project where there is already substantial University IP. This will be treated as Staff IP. In this situation the student will be told in advance about the IP arrangements on the project and be offered an alternative project where these restrictions do not apply.
- c. Contracts with third parties. This includes, for example, a studentship agreement where a third-party funder requires a different arrangement on ownership of intellectual property rights. In the case of a funded PhD studentship, the University would require of the funder that the student retains ownership in the copyright in his/her thesis to allow for publication.
- d. Where the student is employed by the University. In this case, the student would be treated as a member of staff under this Policy.
- e. Note that students in receipt of studentship funding are not normally employees of the University but point iii may apply to them.

B Intellectual property rights created by staff

4.4 The Patents Act 1977 and the Copyright, Designs and Patents Act 1988 make it clear that all forms of IP generated by an employee, made in the course of the employee's normal duties, belong to their employer. Except as stated below, the University shall own all Staff IP. Each member of staff shall do all further acts and execute any further documents reasonably required by the University to give effect to this section.

4.5 The University waives ownership of copyright in the following Staff IP unless specifically commissioned by the University:

- a. Books and articles (including journalism)
- b. Research data
- c. Lectures
- d. Teaching materials (except for online learning and distance learning courses)
- e. Artistic works
- f. Musical compositions
- g. Films created as part of professional practice

4.6 Unless otherwise agreed on a case-by-case basis, the University's waiver of copyright in favour of staff, as referred to in 4.5 does not apply to:

- a. Institutional materials. Meaning works created by University staff 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, promotional and marketing materials, artistic works relating to the University brand.
- b. Computer programmes, 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;
- c. Technical specifications, technical designs or other works created in the course of duties which may be assistance to the University in protecting or supporting the commercialisation of rights in patentable inventions, trade secrets, technical know-how, commercially exploitable products or other innovations.
 - d. Works created in the course of sponsored / funded research or work commissioned by a third party, where the terms of such an arrangement require the University to assign (or to own and licence) copyright in such works to the third party
 - e. Teaching materials which are specifically commissioned by the University or a third party,
 - f. Databases created by University staff in the course of duties
 - g. Sound recordings, films, and broadcasts created for the purpose of teaching, where the University has made the necessary arrangements for the making of the sound recording, film or broadcast.
- 4.7 Staff grant the University an automatic, free, unconditional and perpetual, irrevocable, non-exclusive licence to use and copy scholarly material assigned to them for academic, teaching, research and administrative purposes, and any other purpose relating to the University's charitable activities. The University will give due acknowledgement to the authorship of that material.
- 4.8 The University has a duty to take all reasonable measures to maximise returns on its assets, including IP and may at its discretion decide not to assign certain scholarly works to staff where retaining ownership is important for fulfilling the University's charitable activities.
- 4.9 In this section:
- a. "commissioned" means a situation where the University employs a member of staff specifically to create a copyrighted work under any of 4.5a to 4.5g; and
 - b. teaching materials for "online learning" means materials written to be used for online learning course (excluding lectures recorded as part of a classroom-based course), rather than a classroom-based course.
- 4.10 The University's rights in relation to Staff IP may be waived or modified by agreement in writing with the staff member concerned.
- C Intellectual property rights created jointly by a student and a member of staff**
- 4.11 The University shall solely own Joint Staff-Student IP.
- 4.12 Any student who contributed to the creation of Joint Staff-Student IP shall be treated as though they were a member of staff for the purposes of this Policy.
- D Intellectual property rights created jointly by visitors**
- 4.13 Visitors to the University will normally own the Intellectual Property Rights they create while accessing University resources unless there is an agreement in place to the contrary.
- E Intellectual property rights created jointly by a member of staff and third parties**
- 4.14 In the event of Joint Staff-Third Party IP, the University shall negotiate ownership arrangements with the third party concerned. Such arrangement shall cover the

respective ownership interests of the University and the third party, how the IP will be protected, who will pay the costs of protection, and who will be responsible for exploiting the IP.

5 Access to intellectual property rights

A Licence in student IP to the University

- 5.1 Each Student grants the University a non-exclusive, perpetual royalty-free licence to use its Student IP for the purposes of examination of that student. This includes sharing the Student IP with third parties, such as external examiners and providers of anti-plagiarism software.

B Licence in staff IP to the University

- 5.2 Each staff member grants the University an Academic Licence to any Staff IP not transferred to the University under the provisions of section 4B.
- 5.3 Each staff member grants the University an Academic Licence to their teaching materials and lectures, including the right to put those teaching materials and recordings of lectures on the University's virtual learning environment (VLE).
- 5.4 Each staff member grants the University a non-exclusive, irrevocable, worldwide, sub-licensable licence (not the Academic Licence) to make manuscripts of scholarly articles and conference papers publicly available under the terms of a Creative Commons Attribution licence CCBY (or under an alternative open licence if requested e.g. by third party funder).
- 5.5 Staff who leave the University will ensure that the University is furnished with a copy of any Staff IP, including teaching materials, not transferred to the University under the provisions of section 4B. The University's use of such materials shall be in accordance with the Academic Licence referred to in 5.2.

C Licence in staff IP to third parties

- 5.6 The University has a duty to take all reasonable measures to maximise returns on its assets, including IP and to maximise impact from its research. This includes through appropriate licensing of its IP.
- 5.7 Licensing of University IP to third parties for non-commercial purposes will be under a Creative Commons Attribution-NonCommercial BY-NC or equivalent research-only licence. Commercial rights to use University IP will be granted in accordance with a University-defined licence laying out the terms of use.
- 5.8 Staff should refer all third-party licensing requests for University IP to the Knowledge Exchange Directorate in writing (including by email to ip@hull.ac.uk).

D Intellectual property considerations in research contracts

- 5.9 The University will seek to retain ownership of new Intellectual Property Rights created by its staff in the performance of a research contract. As a matter of principle, the University will normally only transfer ownership of new IP to a third-party funder if that funder pays at least the full cost for the work. The University may also negotiate royalties or other financial payments for commercial use of the IP. If the University transfers ownership of IP to a third party, the University will normally require an Academic Licence to that IP.
- 5.10 The University will, as a general rule, seek to preserve the rights of Staff members to

publish material arising from research as they see fit. In commercially sensitive cases however the University will be prepared to agree to a delay on publication for a period of time to allow for filing of a patent application.

E Disclosure of new intellectual property rights

- 5.11 If a member of staff creates IP that might be Commercial IP, they shall promptly report the existence of the IP to the Knowledge Exchange Directorate in writing (including by email to ip@hull.ac.uk) prior to making any public disclosure.
- 5.12 Members of the Knowledge Exchange team shall consider whether the disclosed IP is Commercial IP and determine appropriate action to take. The University shall protect Commercial IP in its sole discretion, in accordance with prevailing best practice as determined by the Director of Knowledge Exchange.

6 Ownership of intellectual property rights

A Introduction

- 6.1 Where Commercial IP is created using external funding, the University may be required by contract to discuss commercialisation plans with the funder and negotiate a share of revenues with the funder.
- 6.2 The University will exploit Commercial IP either through licensing to an existing third party or through the creation of a spin-out company. Creation of a spin-out company will be in the University's sole discretion. Other routes to exploit Commercial IP such as through a sale (assignment) may be considered in specific circumstances.
- 6.3 At the request of any Creator, the University will consider whether the Commercial IP should be made freely available, such as through an open-source software licence or Creative Commons license of a copyrighted work.

B Royalties from licensing commercial IP

- 6.4 Any royalties received by the University from licensing Commercial IP will (after any required distributions to third parties, such as funders or joint owners of the Commercial IP) be distributed as follows:
- a. The first £1000 to the Creators.
 - b. Reimbursement of all direct external costs, including patent costs.
 - c. Reimbursement of all internal costs, including any costs expended by the University or the Creators' department(s). Note, internal costs do not include University staff costs unless where these costs have been funded through pump priming, for example translational HEIF funding.
- 6.5 The remainder is then distributed between the Creators and the central University.
- 6.6 The following table sets out the cumulative distribution of royalties:

| Gross Revenue | Creators | University core | Faculty |
|----------------------|-----------------|------------------------|----------------|
| First £1000 | 100% | 0% | 0% |
| Next £24,000* | 80% | 10% | 10% |
| Next £75,000* | 50% | 25% | 25% |
| Thereafter* | 33.3% | 33.3% | 33.3% |

* Revenue received after reimbursement of internal and external costs

C Spinout companies

- 6.7 This Policy shall apply to spin-out companies incorporated after the date of this Policy.
- 6.8 The University and the Creators may agree that the Commercial IP is not suitable for licensing to an existing third party and instead should be commercialised through a spin-out company.
- 6.9 Any spin-out company shall be incorporated by the University upon authorisation of an appropriate University committee. The default split of equity in the spin-out company between the University and the Creators is: 25% University and 75% Creators. This share split does not include shares to a joint owner or funder, in which case both the University and Creators' respective shares will be reduced proportionately. The University will discuss the reduction in the University equity where there has been less University investment (e.g. for software that involves the use of widely accessible equipment), and similarly where there has been a large University support the 25% can be increased.
- 6.10 The University's default shareholding is in consideration of making available the Commercial IP to the spin-out company through an exclusive, royalty-free licence or through an outright assignment. In either case, the University shall reserve an Academic Licence to the Commercial IP.
- 6.11 The University and Creator may agree to a larger initial University shareholding in the spin-out company if the University has supported patent costs, provided business development support, provided use of University buildings and facilities, or provided internal pump priming funding. This policy should be read in conjunction with the University's [Policy on Spin-outs](#).
- 6.12 In the event of the issuance of further shares in the spin-out company, the University and the Creators will be both be diluted proportionately.
- 6.13 The Creators shall not be entitled to any financial benefit received by the University from the University's shares in the spin-out company and in particular section 6.4 shall not apply, but the Creators may receive financial benefit from their own shareholdings in the spin-out company.
- 6.14 If the Creators do not want the University to take an ownership interest in the spin-out company, prior to any investment by the University, they may instead form their own company and license the Commercial IP from the University on an arms-length, royalty-bearing basis. In this event, no royalties shall be payable under section 6B of this Policy to the Creators who have an ownership interest in the company.
- 6.15 For the purposes of this document it is essential that the Creators adopt amongst themselves proportionate equity distribution that both recognizes the contributions to originating IP and continued intellectual support, but also the need to reward and incentivise those individuals who will commit considerable effort in taking the company forward. The University will ascertain at an early stage all individuals who have been involved in the creation pathway to ensure informed conversations about equity split.

7 **Assignments of rights to creator(s)**

- 7.1 If the University declines to protect and commercialise Commercial IP, the University shall (subject to any rights of third parties) offer the Creators an opportunity to take assignment of the Commercial IP. In this event:
 - a. the Creators shall be solely responsible for all costs in protecting and exploiting the

Commercial IP;

- b. the Creators shall reimburse the University for any external patent costs to date;
- c. the University shall not share in any profit from the exploitation of the Commercial IP; and
- d. the University shall retain an Academic Licence to the Commercial IP.

8 Dispute resolution

A Informal mediation

- 8.1 In the case of a dispute between Creators, or between the Creator and the University in relation to a matter under this Policy, the Executive Director - Research, Knowledge Exchange & Commercialisation Services shall act as an informal mediator to attempt to resolve the dispute.

B Final determination

- 8.2 In the event a dispute between the Creators cannot be resolved, the matter shall be referred to the Vice-Chancellor (or their designate) for final determination.
- 8.3 In the event a dispute between the Creator and the University cannot be resolved informally:
- a. if the Creator is a current employee of the University, redress may be sought via the University's Grievance Procedures;
 - b. if the Creator is a current student of the University, redress may be sought via the University's Student Complaints Procedures;
 - c. if the Creator is not a current employee (or student) of the University or if the Creator is an employee/student but the matter was not resolved under (a or b) above, the matter shall be referred for final determination by an independent umpire to be agreed by the Creator and the University. The independent umpire's costs would be shared equally by the Creator and the University. In making a decision the umpire shall act as an expert and not as an arbitrator. Before making a decision the umpire shall give the parties the opportunity to make representations in writing including, once, on the representations of the other party and the determination shall be reasoned and in writing.

9 Version control

| Version | Author | Date approved | Relevant sections |
|---------|--------------------------------|---------------|-------------------|
| 1-00 | | 01/01/2005 | |
| 2-00 | Director of Knowledge Exchange | 21/02/2024 | Full revision |
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