



UNIVERSITY OF
LINCOLN

ACADEMIC POLICY FRONT COVER SHEET

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| Name of Policy: | Intellectual Property (IP) Policy |
| Scope of Policy: | The Policy updates and combines previous separate policies for staff and students into one document. It sets out the University's policy on the ownership of intellectual property created by staff and students. For students enrolled prior to September 2018 the earlier policy incorporated in Annex A applies |
| Author: | The policy is owned by the Deputy Vice Chancellor (Research and Innovation) and was drafted by Charles Mycroft, Contracts and IP Officer, Research and Enterprise |
| Applicable to: | Students and Staff of the University |
| Consultation Process: | The policy was developed in consultation with College Senior Leadership Teams, College Research Committees and the University's Enterprise Committee |
| Approval Body: | Academic Board |
| Date of Approval: | 20 June 2018 |
| Date of Implementation (if different from date of approval): | |
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UNIVERSITY OF LINCOLN

INTELLECTUAL PROPERTY POLICIES FOR STUDENTS & EMPLOYEES

JUNE 2018

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UNIVERSITY OF LINCOLN

INTELLECTUAL PROPERTY POLICY
FOR
UNIVERSITY STUDENTS

INTELLECTUAL PROPERTY POLICY FOR UNIVERSITY STUDENTS

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1. INTRODUCTION

- 1.1. This document sets out the policy of the University of Lincoln (or the “University”) regarding the ownership of Intellectual Property (or “IP”) created by its students (or “you” or “your”).
- 1.2. The University is committed to encouraging innovation and entrepreneurship amongst its students, as such the basic principle of this policy is that students will own the intellectual property they create during the course of their studies at the University and are therefore free to exploit such intellectual property. However, there are a limited number of specific exceptions where sometimes it is necessary and reasonable for the University to own the IP created by students, and the work to which it relates, because of the circumstances in which the IP was created. These exceptions are detailed in this policy and could apply to you.
- 1.3. This policy aims to be consistent with UK law and regulations including the Competition and Markets Authority and Consumer Rights Act 2015.
- 1.4. This policy **does not** apply to students enrolled on any of the University’s postgraduate research programmes, for example, those leading to an MPhil, MA/MSc by Research or a PhD. See section 4 of this document for further details.

2. WHAT IS INTELLECTUAL PROPERTY?

- 2.1. Intellectual Property concerns creations of the mind, such as,



An Invention



A literary or artistic work



A name, symbol or image used in business



A design

- 2.2. IP can be protected by patents, trademarks, design and copyright (also known as “Intellectual Property rights” or “IPR”) which are designed to give IP creators a range of exclusive rights (for a period of time) which enables them to benefit, both reputationally and financially, from their work. Without IPR such works would lack protection and could be used by others without the creator’s permission which could limit their value.
- 2.3. All students are encouraged to complete the free training which is provided by the UK’s Intellectual Property Office and available via the following link ([IP Tutor](#)).

3. WHO DOES THIS POLICY APPLY TO?

- 3.1. Subject to those described in section 4 below, this policy applies all those who enrolled on a programme of study with the University on or after 1st September 2018 (whether on a full-time, part-time, distance learning, undergraduate or post-graduate basis).
- 3.2. Those who enrolled on a programme of study before 1st September 2018 will continue to be governed by the previous policy named “Student Created Intellectual Property”, a copy of which is included in Annex A.

4. WHO DOES THIS POLICY NOT APPLY TO?

- 4.1. This policy **does not** apply to students enrolled on any of the University’s postgraduate research programmes, for example, those leading to an MPhil, MA/MSc by Research or a PhD. IP will be governed as per the offer letter received by the student. Further information can be found in the separate guidance document for Post Graduate Researchers & Degree Apprentices.

4.2. Where the University commercialises IP you have created through a postgraduate research program then you will be entitled to a share of any revenue generated through the commercialisation activity on the same terms as University employees via the revenue sharing scheme. Details of this revenue sharing scheme can be found in section 9 of the 'Intellectual Property Policy for University Employees'.

5. WHEN MIGHT THIS POLICY APPLY?

5.1. The policy will apply when, for example,

- a) You create coursework or other work, including but not limited to, presentation slides, handouts, posters, data, paintings, sculptures, pottery, photography, videos, websites, designs, drawings, plans models or prototypes.
- b) You give a performance, including but not limited to, dance and mime, musical performances, a reading or recitation of a literary work, or a performance of a variety act or any similar presentation.
- c) You write your examination scripts, dissertations or theses.
- d) You create or contribute to software, web pages, databases, digital art portfolios, computer games or post to an online course discussion forum.
- e) You assist a University employee with research or drafting of papers for publication.
- f) You develop research proposals or ideas for research or collaborations.
- g) You conduct research or collaborations with other organisations.
- h) You do a work-based placement which is arranged by the University (e.g. Internship)
- i) You create work for a University or industry sponsor lead competition.

6. WHO OWNS THE IP YOU CREATE?

6.1. Subject to the exceptions set out below in section 7, you will own any intellectual property you create during your time at the University.

7. WHAT ARE THE EXCEPTIONS TO THE OWNERSHIP OF IP YOU CREATE?

7.1. Sometimes it is necessary, and reasonable, for the University to own the IP you create because of the circumstances in which it was created. As such, the University will own any IP you create in the following situations.

- 7.1.1. **UNIVERSITY RESEARCH PROJECTS** – Where you perform any work that relates to one of the University's research development projects or other projects (whether new or ongoing).
- 7.1.2. **DEVELOPMENT OF IP ALREADY OWNED BY THE UNIVERSITY** – Where the purpose of work you perform is to research or develop either IP already owned by the University or IP licenced to the University by a third party.
- 7.1.3. **OUTSIDE YOUR PROGRAMME OF STUDY** – Where you create IP through activities that are set by a University employee (e.g. your tutor or supervisor) for a purpose that does not directly relate to your programme of study.
- 7.1.4. **RESEARCH COLLABORATIONS** – Where you create IP through activities which are attributed to an existing/planned research agreement, collaboration agreement or any other agreement between the University and a third party (e.g. Industrial Partner, Research Institution, Funding Body) and in which it is agreed that the University will (i) own the IP; (ii) assign ownership of IP to a third party; or (iii) licence the IP to a third party.
- 7.1.5. **PROJECTS FUNDED BY UKRI** – Where you create IP through activities which are attributed to projects/programmes which are funded (in part or in whole) by UK Research and Innovation (UKRI), formerly Research Councils UK. The University has responsibilities under UKRI's funding conditions and must adhere to the UKRI's general guidance to universities on the handling of IP arising from sponsored research (e.g. to deliver the most benefit to society and the economy).
- 7.1.6. **WORK BASED PLACEMENTS** – Where you are involved in a work based placement either directly with the University or with a third party (e.g. an internship with a business).
- 7.1.7. **BY PRIOR AGREEMENT** – If both you and the University agree, in writing, that the IP you create, or have created, will be owned by the University.

7.1.8. **JOINTLY CREATED IP** - where you create IP jointly with a University employee in the circumstances set out in sections 7.1.1 to 7.1.7.

7.1.9. **EMPLOYER/SPONSOR FUNDING** – If your employer or another sponsor has partly or fully funded your studies (e.g. via a Studentship or Degree Apprenticeship), then the ownership of any IP created by yourself may be governed by your contract of employment or sponsorship agreement. It is likely that such IP will be owned by your employer or sponsor. If it is owned by your employer or sponsor, their ownership may still be subject to the exceptions listed above or any other arrangement the University has with them. It is your responsibility to confirm whether they will own the IP you create and notify the University accordingly before you enrol on your programme of study.

8. HOW IS OWNERSHIP OF YOUR IP ASSIGNED TO THE UNIVERSITY?

8.1. Where the IP you create falls within the Exceptions described in section 7, you hereby assign (by way of present, or, if appropriate, future assignment) to the University your right, title and interest in and to the IP you create, along with all work and material embodying such IP.

8.2. To the extent that such IP does not automatically vest in the University, you hereby grant the University a permanent, irrevocable, exclusive, world-wide, royalty-free licence (with the right to sub-licence) to use, copy, reproduce, distribute, assign or exploit the IP, work and material subject for any purpose.

8.3. To enable this, you also agree to;

- a) Sign, at the University's expense, any document, and perform any acts, that are required to execute the University's ownership of the IP.
- b) Provide to the University (at the University's request and expense) any records, notebooks, computer coding, papers, documents, files, information and other work and material in your possession or control relating to the IP.

8.4. If we require you to sign a separate assignment to confirm or perfect our ownership of the IP you have assigned to the University or if you have any questions regarding this process, please contact the University's Research and Industrial Partnerships team via the following email address, ipcontracts@lincoln.ac.uk.

9. CAN YOU REQUEST AN ASSIGNMENT OF IP YOU HAVE CREATED?

9.1. You can ask the University to assign back to you any IP that you have created but which the University owns. Such assignment will be completely at the University's discretion, however this will typically be agreed if the University still owns the IP, it is no longer required or there is no interest from the University in exploiting it, either now or in the future.

9.2. Requests should, in the first instance be directed to the University's 'Head of Research' via the following email address, ipcontracts@lincoln.ac.uk.

10. WHAT ARE YOUR OBLIGATIONS IN TERMS OF DISCLOSURE AND CONFIDENTIALITY?

10.1. If you create any IP which falls within the exceptions described in section 6, then you must notify your tutor or supervisor as soon as possible. It is vital that you do not discuss the IP you create with anyone else until you have disclosed it to the University and the opportunity contained in your disclosure has been evaluated. This is necessary so the University can assess how best to protect the IP.

10.2. Even after disclosure, you must not disclose the IP you have created to anyone else without the consent of your tutor, supervisor or the University. Such secrecy is particularly important in relation to any new invention you create because patents are not available for inventions that have already entered the public domain. Therefore, discussing your invention with a third party without having a confidentiality agreement in place will mean it cannot be protected by patent. This will significantly impede the value of the invention.

11. WHAT ARE THIRD PARTY RIGHTS?

- 11.1. If your work falls within the exceptions detailed in section 6 and it is to be owned by the University, you must tell the University of the inclusion of third party material, and confirm that you have permission to use the third party material.
- 11.2. If you include material in anything you create that is owned by a third party, such as a video clip, a photograph or data, you must ensure that the use of their material is permitted by law or you have the owner's permission for the inclusion or use of their material. If you are unsure whether you need third party consent, please speak to your tutor or supervisor for help in the first instance.
- 11.3. Students must respect the intellectual property rights of others. This means that students must not knowingly claim rights in work created by others, whether academics, students or third parties, or copy such work without the owner's permission.

12. LICENCING YOUR OWN IP TO THE UNIVERSITY?

- 12.1. In respect of IP which is owned by you, (and does not fall within the exceptions set out in section 6) you hereby grant the University a non-exclusive, worldwide, royalty-free licence (with the right to sub-licence) to use, copy, store, reproduce and distribute (in hardcopy and digital form) such IP for:
 - 12.1.1. the purposes of supervising, assessing, marking and moderating your work during your programme of study; and
 - 12.1.2. the University's administrative purposes, including assessing and maintaining academic quality, plagiarism assessment and meeting the University's legal obligations.
- 12.2. This licence will last for the longer of:
 - 12.2.1. 3 years after your graduation or earlier withdrawal from your programme of study; and
 - 12.2.2. the expiry of all obligations on the University to keep such material for the purposes set out above.
- 12.3. While you will own the copyright in any examination scripts, dissertations or theses you also hereby grant to the University a permanent, irrevocable, nonexclusive, worldwide, royalty-free licence to:
 - 12.3.1. store and copy your examination script (in hardcopy and digital form) for archival purposes; and
 - 12.3.2. deposit (in hardcopy and digital form) any dissertations and theses you write in the University repository and copy, publish and distribute them at the University's discretion.
- 12.4. The University may require publication of your dissertations, theses or other work to be delayed or restricted (usually for up to a maximum of 3 years but maybe longer) if:
 - 12.4.1. it contains reference to inventions or other IP owned by, or is to be owned by, the University in order to register protection for the invention or other IP concerned or otherwise protect the IP; or
 - 12.4.2. it contains information that: (i) is regarded by the University as confidential and is required to be kept secret; or (ii) is regarded as confidential under any agreement with a third party (for example, a research or collaboration agreement).

13. HOW WILL THE UNIVERSITY USE THE IP YOU CREATE?

- 13.1. The University may use the IP you create in a number of ways. Such as;
 - 13.1.1. to supervise, assess, mark and moderate your work during your programme of study (such as your coursework, examination scripts, dissertations and theses); or
 - 13.1.2. for academic quality control, plagiarism assessment and other educational, teaching and research purposes; and
 - 13.1.3. with your consent (providing you own the IP concerned):

- a) to promote your programme of study and the University;
- b) to incorporate it into teaching materials;
- c) to display your work (by way of example, artwork or sculptures) on campus or at exhibitions in order to promote it;
- d) to assist University employees with their research projects and to help them publish papers;
- e) to complete research projects or collaborations with other organisations; and
- f) to commercially exploit or licence a third party to do so.

13.2. When the University uses the IP you create, the University will always try to ensure that your moral rights to any literary, dramatic, musical or artistic works are respected. As such, the University will try to ensure your authorship is acknowledged, your work is not the object of derogatory treatment and you are not falsely attributed as the author of other work.

13.3. Should you have any concerns or questions relating to the use of your IP by the University, please contact the University's 'Head of Research' via the following email address, ipcontracts@lincoln.ac.uk.

14. HOW CAN THE UNIVERSITY HELP TO COMMERCIALISE YOUR OWN IP?

14.1. Protecting and commercialising IP can be very expensive and time consuming, as such the University may be able to protect and commercialise any IP you believe has the potential for commercial exploitation on your behalf for our mutual benefit.

14.2. In the first instance you should contact the Research & Enterprise Department (ipcontracts@lincoln.ac.uk) who will be able to assess your IP and decide whether the University is in a position to help you take it forward.

14.3. Where the University is able to help commercialise your IP then you may be asked to assign or licence your IP to the University on terms that are mutually agreed, after which you will be entitled to a share of any revenue generated through the commercialisation activity on the same terms as University employees via a revenue sharing scheme. Details of this revenue sharing scheme can be found in section 9 of the 'Intellectual Property Policy for University Employees'.

14.4. Remember that, unless agreed otherwise, it is your sole responsibility to protect, manage and exploit IP that you own and the University always recommends that you seek independent advice.

15. WHAT IF YOU ARE BOTH A STUDENT AND A UNIVERSITY EMPLOYEE?

15.1. For Students who are also employees;

15.1.1. IP created in the course of their employment activities will be owned by the University as governed by the University's Intellectual Property Policy for University Employees.

15.1.2. Any IP you create during your programme of study will be governed by this Student IP Policy.

15.1.3. It is recommended that you keep accurate records detailing how and when you create IP to help resolve any uncertainty. Given the unique nature of the employer and employee relationship, any uncertainty or ambiguity in which capacity your IP was created will be resolved in favour of it having been created in the course of your duties as a University employee.

16. WHO CAN YOU TALK TO ABOUT THIS POLICY?

16.1. If you would like to discuss any elements of this policy, please contact the University's 'Head of Research' via the following email address, ipcontracts@lincoln.ac.uk.

17. WHAT SHOULD YOU DO IF YOU HAVE A COMPLAINT?

- 17.1. If you wish to complain about any aspect of your treatment under this policy then this must be done through the University's Student Complaints Procedure which is available via the following link (<http://secretariat.blogs.lincoln.ac.uk/student-contention/student-complaints/>)

18. ARE THERE ANY OTHER RELEVANT POLICIES AND PROCEDURES?

- 18.1. This policy should be considered alongside other University policies, such as,
- a) The Student Charter
 - b) [The Students Complaints Procedure](#)
 - c) [Student Admission Terms and Conditions](#)
 - d) Intellectual Property Policy for University Employees



SECRETARIAT & LEGAL SERVICES
ACADEMIC POLICY SUMMARY SHEET

| | |
|---|--|
| NAME OF ACADEMIC POLICY: | Student Created Intellectual Property Policy |
| PURPOSE OF POLICY AND WHOM IT APPLIES TO: | <p>The policy acknowledges that University students own the IP in materials that they create in the course of their studies unless there is a written agreement to the contrary. Students enrolled with the University may be required to assign their IP to the University in a number of circumstances which will require them to complete and sign a Student Intellectual Property Rights Agreement.</p> <p>The policy applies to all students.</p> |
| RESPONSIBLE BOARD/ COMMITTEE WITH ROUTE OF APPROVAL: | Academic Board approved the policy on 18 March 2009. |
| LEAD STAFF MEMBER RESPONSIBLE FOR ITS UPDATE: | Dean of Research |
| PERSONS CONSULTED IN DEVELOPING POLICY: | The new policy was considered by members of Academic Board and, the Academic Affairs Committee |
| POLICY FINALLY APPROVED BY: | Academic Board on 18 March 2009 |
| DATE OF IMPLEMENTATION: | Immediate effect |
| DETAIL OF DISSEMINATION: | The new policy was circulated to relevant staff in July 2009 and is available on the Secretariat's portal site |
| PROPOSED DATE OF REVIEW | To be confirmed. |
| SECRETARIAT OFFICER – MAIN CONTACT: | Officer to Academic Affairs Committee |
| DATE: | 26 June 2009 |

UNIVERSITY OF LINCOLN

POLICY ON STUDENT CREATED INTELLECTUAL PROPERTY

This policy should be read in conjunction with the University of Lincoln's overarching Policy on Intellectual Property Rights. This says:

Para 3.5 Students of the University are covered by this policy to the extent that any part of this policy is incorporated into regulations applying to their programme of study.

Principles governing the treatment of student generated Intellectual Property (IP)

The term "student" shall include all students registered/enrolled on University of Lincoln degree programmes or other course programmes.

The University of Lincoln acknowledges that its students own the IP in materials that they create in the course of their studies with the University unless there is a written agreement to the contrary. Students enrolled with the University may be required to assign their IP to the University in circumstances described below.

IP created during research

Research projects form a part of many degree programmes at both undergraduate and postgraduate level. Such projects are often proposed by members of academic staff and will usually be connected in some way to that academic's on-going research interests. In such cases, students may draw upon the academic's expertise or join a team to investigate one particular aspect of a much larger research programme, thereby drawing on the considerable expertise, reputation and infrastructure of the group.

In some cases the research programme may be conducted under the terms of agreements with, or research grants from, outside parties, including both commercial and non-commercial funding bodies. These terms may require that IP generated in the research programme be owned by the outside body or the University, or be licensed to the outside body.

Assignment of student generated IP to the University

In circumstances where the University determines that IP may be generated in the course of a student's participation in a research project and that it may require use or control of that IP for teaching, research or commercialisation purposes it will require such students to assign their IP to the University and to complete and sign a Student Intellectual Property Rights Agreement to give effect to such an assignment. In exchange, the University undertakes to treat students in the same way as members of staff for the purposes of the commercial exploitation of that IP. This is done by applying the University's Policy on Intellectual Property Rights and associated procedures as if students are employees.

Circumstances where the University will require a student to sign a Student Intellectual Property Rights Agreement:

(i) Postgraduate Research Students

Postgraduate Research Students will be required to complete and sign a Student Intellectual Property Rights Agreement to assign any IP they create in the course of their research to the University. Normally, and to achieve best practice they should sign such an agreement before they complete enrolment. In the case of existing students who have enrolled without assigning their IP they should be requested to sign a Student Intellectual Property Rights Agreement as soon as possible.

(ii) Undergraduate and taught postgraduate students

Undergraduate and taught postgraduate students will not be required to assign their IP to the University before they complete enrolment. However prior to them embarking on research projects which the University considers to have the potential to generate commercially exploitable IP they will be required to sign a Student Intellectual Property Rights Agreement. The faculty in which the student is enrolled will act for the University in determining whether and when a student should sign a Student Intellectual Property Rights Agreement. Advice on this matter will be available to faculties from Enterprise@Lincoln.

Commercialisation of IP owned by a student

Students may at any time approach the University with a view to seeking support for the commercialisation of IP belonging to them. This will generally involve the Student assigning ownership and exploitation rights in the IP to the University. In consideration for this assignment, the Student will benefit under the University's Policy on Intellectual Property Rights and associated procedures as if s/he is a member of Staff.

Students should consult with their supervisor or tutor in the first instance on any matter relating to this Policy.

Enterprise@Lincoln can advise on general principles of commercialisation of IP and give more specific assistance once assignment of student IP to the University has taken place.

Regulations, handbooks, offers and induction

The University of Lincoln will update all relevant regulations, handbooks, offers and induction programmes to incorporate reference to this policy.

The parties shall do everything reasonably required to give full effect to the rights given and the transactions covered by the policy.

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POST GRADUATE RESEARCHERS

For students enrolled on any of the University's postgraduate research programmes, for example, those leading to an MPhil, MA/MSc by Research or a PhD, any IP created will be governed as per the offer letter received by the student unless a different position has been agreed, in writing, with the University.

The wording in the post graduate offer letter is as follows,

"The copyright and all other intellectual property rights which may exist in the results of research undertaken by the Student and all other materials created by the Student in the course of their studies with the University (the "Student IP) shall be the property of the University and to the extent not deemed to be the property of the University are hereby assigned by the Student to the University, except where specifically agreed otherwise by the University in writing."

The University may require you to sign an IP Assignment document or Intellectual Property Rights Agreement to confirm the above, particularly where IP protection is being sought by the University.

Where the University commercialises IP you have created through a postgraduate research program then you will be entitled to a share of any revenue generated through the commercialisation activity on the same terms as University employees via the revenue sharing scheme. Details of this revenue sharing scheme can be found in section 9 of the 'Intellectual Property Policy for University Employees'.

DEGREE APPRENTICES

For students enrolled through a degree apprenticeship programme, where you have been recruited through an external organisation the ownership of IP you create shall be governed by the arrangements you have in place with your employer (e.g. your contract of employment).

It is likely that your employer will own the IP you created and it is your responsibility to confirm with your employer the arrangements that are in place.

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UNIVERSITY OF LINCOLN

INTELLECTUAL PROPERTY POLICY
FOR
UNIVERSITY EMPLOYEES

INTELLECTUAL PROPERTY POLICY FOR UNIVERSITY EMPLOYEES

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TERMS

The following terms are used throughout this policy.

1. The term '**Intellectual Property**' or '**IP**' means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights to good will or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.
2. An '**intellectual property right**' (sometimes referred to as an '**IPR**') is a legal right which may be owned and asserted for an intellectual creation. Some intellectual property rights must be obtained via registration and others come into existence automatically, for example,

Patents: provide time-limited monopolies over commercial exploitation of inventions or innovations that have acceptable degrees of novelty, usefulness and appropriateness. These require strict formal registration procedures, and engender costs that can not only be quite high but also outside the core funding activities of government agencies. Particular care must be taken with respect to prior use or public disclosure of the invention or innovation.

Design: protects the appearance of products, has both registered and un-registered rights. Registration has associated costs.

Trademarks: something that is used to distinguish goods and services of one trader from those of another. Must be registered and has associated costs.

Copyright: protects the original expression of ideas (not the ideas themselves). This includes written works, internet and multimedia presentations, computer software, business management systems, etc. It is automatic, whether explicitly claimed or not, and is free of charge.

Trade secrets: proprietary knowledge (know-how) and other confidential information. Is non-registrable and has no direct cost but is of limited application.

3. The term '**member**' includes; a) Full or Part time employees of the University; b) Student employees of the University and c) Staff with honorary University contracts.
4. The term '**inventor**' specifically refers to those members who have disclosed a new idea which may have intellectual property attached. Inventors can be current or past employees of the University.

1. INTRODUCTION

- 1.1. This document sets out the Policy of the University of Lincoln regarding the ownership, protection, use and exploitation of intellectual property created by its members, together with any related intellectual property rights comprised in or relating to such intellectual property. This policy should be read by all members of the University.
- 1.2. This policy also extends to situations where intellectual property was generated by a member outside of normal working hours and/or away from their place of work, but where it relates to their area of employment within the University, or where a member has a special obligation to further the interests of the University as more specifically outlined in Section 39 of the Patents Act 1977 (as amended), the Copyright, Designs and Patents Act 1988 (as amended), the Registered Designs Act 1949 and the Copyright and Rights in Databases Regulations 1997 (SI 1997/3032).
- 1.3. The Policy is designed to meet the increasing requirement for Higher Education Institutions (HEI's) to apply the results of their intellectual endeavours to wider economic and social benefit. There are well established legal rules, as well as principles and obligations established through custom and practice which govern how Intellectual property is owned, protected and used in the UK higher education sector. This policy ensures that the University's position on the management of intellectual property is up to date and takes account of such principles and obligations to ensure a modern and consistent approach to such matters and compliance with its contractual obligations to the public and private bodies who fund research.
- 1.4. In keeping with the increased focus by HEI's on protecting and commercialising the results of research, the University encourages its members, through this policy, to disclose materials and inventions of potential commercial value and/or wider benefit to society. As such, this policy goes further than simply setting out a framework to govern the ownership, protection and use of intellectual property in materials and inventions created by the University's members. It also seeks to provide clear guidance on the process for dealing with inventions and materials which may have some element of commercial significance or value and sets out a mechanism to ensure that individuals and departments involved in the creation and disclosure of intellectual property are entitled to a share of the benefits received by the University as a result of commercialisation activity.
- 1.5. The University respects the fact that members are normally expected to publish the results of their research and scholarly activity and the University does not wish to restrict this freedom but there does exist a balancing requirement to ensure that appropriate action is taken to evaluate and protect intellectual property contained in research outputs.
- 1.6. The University does not seek to infringe the rights of members who own and control their own Intellectual Property.

2. POLICY PRINCIPLES

- 2.1. This policy aims to ensure that;
 - 2.1.1. it is consistent with UK law;
 - 2.1.2. the work undertaken and results arising, which has benefited directly or indirectly from University resources should be owned by and benefit the University and its community;
 - 2.1.3. the University is able to meet its contractual obligations to third parties particularly in the area of IP management; and
 - 2.1.4. the University can identify and duly reward members/departments who create IP which benefits the University and generates commercial value.

3. POLICY REGULATIONS

- 3.1. The Research and Enterprise Department is responsible for the implementation, monitoring and review of the policy.
- 3.2. The policy, as set out here, will be subject to periodic review and may be changed from time to time. Any queries or questions regarding the policy should be referred to the Research and Enterprise Department.

4. OWNERSHIP OF INTELLECTUAL PROPERTY

Employees

- 4.1. Legislation in the UK generally provides that IP created by employees in the course of their employment is owned by their employer. For example, Section 39 of the Patents Act 1977 (as amended), the Copyright, Designs and Patents Act 1988 (as amended), the Registered Designs Act 1949 and the Copyright and Rights in Databases Regulations 1997 (SI 1997/3032) give an employer automatic ownership of, respectively, patents, copyright, database rights, unregistered designs and registered designs in works created by its employees.
- 4.2. Subject to the exceptions set out in clauses 4.11.1, 4.11.2, 4.11.3 and 7.1 all IP created by University employees either,
- In the course of their employment with the University, including in carrying out any duties within or on behalf of the University; or
 - In the course of carrying out specific additional tasks or projects commissioned by the University; or
 - by utilising any equipment, hardware, software, facilities or services of the University,

shall be owned by and be the property of the University and each member acknowledges that all IP shall be automatically owned by the University in its entirety.

Honorary Contracts

- 4.3. Individuals who have an honorary contract or association with the University but are not employees or students (e.g. visiting academics and emeritus professors) are required to assign to the University any IP they generate in the course of their honorary activities, unless otherwise agreed in writing. In return for this assignment, such honorary individuals will be rewarded under the revenue sharing scheme (see section 9) on the same terms as a University employee.
- 4.4. Prior to the commencement of honorary activities an individual will be required to sign an IP Assignment document acknowledging and agreeing to the terms of this policy. Help and support is available from the Research and Enterprise Department in the preparation and execution of IP assignment documents.

Students

- 4.5. Ownership and management of intellectual property developed by Students enrolled at the University is governed by a separate policy (Intellectual Property Policy for University Students).
- 4.6. For the purposes of this policy, students who are also employees (such as graduate teaching assistants or students employed part time via schemes such as 'Campus Jobs') are deemed to be employees and any IP created in the course of their employment activities will be owned by the University.
- 4.7. It is acknowledged that students who are not employees may generate IP from their studies with the University, particularly at post graduate level. Furthermore, the University may have legal obligations to third parties regarding arising IP from such programmes of study, or may wish to commercialise IP generated by a student which is related to a larger IP portfolio. In order to allow the University to fulfil such obligations or otherwise exploit IP, a student shall, if requested, sign an IP Assignment or other similar document confirming ownership and use of IP, which may include an assignment of IP to the University or a third party. Such agreements are available via the Research and Enterprise Department, who shall be responsible for their preparation and execution.
- 4.8. In return for such assignments, students assigning IP which is subsequently commercialised will be entitled to participate in the University's revenue sharing scheme for IP commercialisation (see section 9). For the avoidance of doubt, despite such assignment of IP to the University, the Student will keep ownership of the copyright in their written thesis, unless otherwise agreed in writing.

All University Employees

- 4.9. All University employees (including student employees as described in paragraph 4.6) irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which they have or will have in existing or future materials or inventions created in the circumstances set out in paragraph 4.2.

- 4.10. All University employees (including student employees) shall execute such documents and perform such acts as may be required for the purpose of giving full effect to this policy and to implement the rights granted in favour of the University by this policy.

Ownership Exceptions

- 4.11. The following are exceptions to the University's ownership of intellectual property,
 - 4.11.1. Where the University agrees, in writing, to waive its rights to IP generated by employees. For example, the University does not make any claim on the rights of employees, or income earned by employees, from academic publications or other creative works, unless commissioned by the University.
 - 4.11.2. Where the employee has undertaken 'Independent' consulting work (as more expressly described in the University's Consultancy Policy) in which no University resources have been used. Employees are encouraged to refer to the Consultancy Policy for further details.
 - 4.11.3. Where IP arises out of research funded by research council grants or by external industrial collaborators or commissioners of research with whom a written contract is in place dealing with matters of ownership of IP. Ownership will first be determined by the conditions under which the funding of the research is granted and the terms of the contractual agreement which has been executed.

5. CAPTURE, DISCLOSURE & IDENTIFICATION OF IP

- 5.1. Members of the University are expected to apply reasonable judgement as to whether any potentially useful IP has been created by themselves or their team, and should disclose such IP to the Research and Enterprise department. This enables the University to meet its obligations to the Higher Education Funding Council for England (HEFCE) to record and report such IP.
- 5.2. All members involved in work that may lead to the creation of potentially exploitable IP should keep appropriate records, including;
 - 5.2.1. Dates of when the work was carried out; and
 - 5.2.2. Details of those involved in the creation of the work; and
 - 5.2.3. Source materials, if any, employed in the creation of the work.
- 5.3. Disclosure of such IP should be submitted to the Research and Enterprise Department via the 'IP Disclosure Form' (see Annex 2). Submission of the IP Disclosure Form should be undertaken as early as possible, and in the case of any invention which are potentially patentable, at least six weeks prior to any planned or proposed disclosure to a third party. This will enable steps to be taken to assess and arrange appropriate protection if deemed necessary.
- 5.4. Members should endeavour to mark materials created by them with appropriate notices, taking into account the following guidelines,
 - 5.4.1. Materials in which copyright subsists should include (on each page if the document is unbound) a copyright claim in an appropriate form. At the very least, displayed clearly on all key documents should be the symbol ©, the name of the owner and the year of creation, for example "© University of Lincoln 2017"
 - 5.4.2. Material which is confidential or commercially sensitive should be marked as such. Recipients of such information shall keep it confidential and not divulge to any third parties without first putting in place an appropriate confidentiality agreement. See section 12.
 - 5.4.3. Trade marks belonging to the University should only be used in the correct format and where registered should carry the ® symbol. All references to unregistered trademarks prior to grant, should include the ™ symbol. Please note that it is a criminal offence to use the registered trade mark symbol ® if such rights have not been obtained.

- 5.4.4. All material in which unregistered design right is claimed should be marked “Design Right University of Lincoln [first year of marketing]” For registered design rights, products should be marked with a reference to the registered design or application number.

6. PROTECTION AND COMMERCIALISATION

- 6.1. In consultation with those creating the IP, the Research and Enterprise Department will consider how to take the relevant IP forward, weighing up the technical merit and commercial value along with the resources available from the University for the Protection and exploitation of the IP.
- 6.2. If the University does not wish to pursue the protection or exploitation of the IP, but the inventor wishes to do so, the inventor can request the assignment of the IP in return for the University being entitled to receive an appropriate share (to be negotiated in good faith and agreed prior to such assignment) of any income obtained by the inventor through the exploitation of the IP. The decision to assign IP is entirely at the University’s discretion and the terms of any assignment must be agreed and the agreement executed within 3 months of the inventor being informed by the University that it does not wish to continue with the protection or commercialisation of the IP.
- 6.3. The University recognises that the commercialisation of IP is not always the most appropriate route to maximise the benefits of knowledge transfer, and as such if the inventor and University agree that knowledge transfer is best facilitated by disclosing IP to the public then prior to any public disclosure of the IP, the University must be satisfied that there are no obligations to third parties to keep such IP confidential.
- 6.4. If the University decides to protect and/or commercialise the IP then the inventor shall co-operate fully with the University and its agents (for example, patent attorneys or lawyers) and support further development and commercialisation of the IP.
- 6.5. Any IP with the potential to be commercially exploited must not be disclosed to those outside the inventor’s immediate working group, except to the Research and Enterprise Department. Disclosure includes presentations, papers or posters at conferences, abstracts, chapters in books and any other written or verbal communication. In the case of patents, it is not possible to obtain protection if a prior disclosure has been made. If there is any uncertainty in this regard, members should seek advice from the Research and Enterprise Department.
- 6.6. Members have a duty to ensure that the University does not infringe any third-party IP rights. If there is any uncertainty in this regard, members should seek advice from the Research and Enterprise Department.
- 6.7. If research is conducted by a member in collaboration with another organisation, institute or any other external party, formal arrangements must be put in place (before the research commences) regarding the ownership of any arising IP and revenue sharing should the IP be commercialised. Members should seek help and advice from the Research and Enterprise Department in the drafting, negotiation and execution of such formal arrangements.

7. TEACHING MATERIALS

- 7.1. The University hereby waives its rights to any intellectual property contained in any audio or visual aids to the giving of lectures, these will remain the property of the member creating them.

8. COPYRIGHT

- 8.1. Copyright is a form of IP protection which provides legal protection for an author or creator which restricts the copying of an original work. It is governed by the legislation referenced in paragraph 1.2. All members are required to abide by the UK Copyright legislation (see Annex 1 for more information).
- 8.2. Subject to Section 7 (Teaching Materials), all IP, including copyright and performance rights, in teaching materials, and in any media originated by a member during the course of their employment, belongs to the University.
- 8.3. The University hereby waives its rights to any copyright contained in books, textbooks, articles, artefacts, dramatic, musical or artistic works and other scholarly work produced in furtherance of the members professional career (except where such works are commissioned by the University) allowing members to exploit such works to their own benefit at their own cost.

9. REVENUE SHARING

Revenue Sharing Scheme

- 9.1. The University encourages members to come forward with IP which they believe may have commercial value, in return the University seeks to properly reward its members for their inventive and creative contributions where the IP is successfully commercialised. The principal to which the University adheres is the sharing of revenues from IP commercialisation after the deduction of all applicable costs (net revenues). It should be noted that despite significant effort it is often the case that many forms of IP do not return revenues above their costs.
- 9.2. For the purpose of this revenue share scheme, net revenue is defined as any revenue received by the University, including royalties, licence fee, lump sum, capital or any other such income from third parties arising as a result of the commercialisation of IP, less the following:
- 9.2.1. any costs incurred by the University relating to the protection of the relevant IP; and
 - 9.2.2. any value added (or alike) sales tax payable by the University in respect of such commercialisation; and
 - 9.2.3. any expenses, including professional fees, incurred by the University in connection with the commercialisation of the IP; and
 - 9.2.4. any internal University costs attributed directly to the commercialisation of the IP.
- 9.3. Where the University takes forward the commercialisation of IP and such commercialisation results in net revenues being received by the University, then such net revenues shall be distributed as follows.

| Cumulative Income | Member(s) | Members College | University (Central) |
|-------------------|-----------|-----------------|----------------------|
| Up to £5k | 100% | 0% | 0% |
| Next £15k | 75% | 15% | 10% |
| Next £30k | 50% | 25% | 25% |
| Over £50K | 30% | 30% | 40% |

- 9.4. Where multiple members are involved, the distribution of their share of the revenue shall be shared in proportion to their respective contributions to the creation of the IP, unless otherwise agreed between themselves. In the event of any dispute between the members regarding the share of the revenue, arbitration by the Director or Research and Enterprise will be offered. Any further external arbitration shall be at the sole cost of the members.
- 9.5. The University's share shall be paid into the University's general funds.
- 9.6. The colleges share shall be paid against the College's income generation target and distributed by the college as it sees fit.
- 9.7. In the event that a member's contract of employment is terminated, for whatever reason, the inventor shall still be entitled to revenue payments as if they were still employed.

Duties of Inventors

- 9.8. Inventors are required to support commercialisation activity and action all reasonable documents where requested.
- 9.9. Any inventor who is entitled to payments under the revenue share scheme, but who are no longer a member of the University, shall keep the Research and Enterprise Department informed of up to date contact details to which any revenue payments should be sent. This should also include details of appointments made under a power of attorney.
- 9.10. If an inventor does not supply these details and the University receives a payment which is due to the inventor, the University shall retain such monies for a period of three years. Any payments which are unclaimed after the three year period will be forfeited by the inventor and the University shall distribute at its sole discretion. No interest will be paid to inventors in respect of late payments.

9.11. Where revenue created through IP commercialisation forms part of an inventor's legacy, it will form part of their estate and passed to their executors, unless the inventor has arranged otherwise. Where the relevant information regarding the inventor's legacy has not been provided, the University will make reasonable efforts to pay monies due to the estate.

Payment of Revenue

9.12. Inventors, who are still members of the University may opt to have any revenue payments paid directly through pay roll or into their University research budget (or equivalent). Payments made through payroll will incur tax and national insurance and any other deductions as appropriate.

9.13. If an inventor is no longer employed by the University, payments will be paid by cheque or BACS without deductions. These inventors are solely responsible for any tax, national insurance or other charges due in respect of such payments.

10. LEAVING EMPLOYMENT

10.1. If a member has generated IP or made an invention in the course of his/her employment at the University, he/she shall have an obligation to leave any physical embodiments of the IP, including data, notebooks, prototypes and equipment in the safe custody of the University. For the avoidance of doubt, ownership of IP shall remain with the University.

10.2. He/she shall be required not to enter into any agreement with any third party (including a new employer) to exploit IP generated while a University employee and not previously disclosed in accordance with this Policy. The member shall have the obligation to liaise with the Research and Enterprise Department and seek advice on how to use or exploit the IP. The University will exert its full powers of assignment in the event of any attempts by a University Employee to conceal the existence or worth of IP generated in order to evade his/her obligations to the University.

11. BREACH OF POLICY

11.1. Any breach of this IP Policy shall be treated as a disciplinary matter and will be dealt with under the relevant disciplinary procedure.

11.2. At its sole discretion, the University may pursue all options available to it in dealing with a breach of this Policy, including legal action.

11.3. Any person bound by this Policy must alert the Research and Enterprise department immediately on suspecting or becoming aware of any infringement of Intellectual Property owned by the University or where there is an infringement of the intellectual property rights of a third party (in order to minimise the impact of such infringement and reduce risk for the University)

12. CONFLICT OF INTEREST

12.1. In order to understand and manage the risks associated with a conflict of interest, members are requested to inform the University if they are connected with any company or commercial organisation. For the avoidance of doubt, "connected with" includes where a University employee has a significant shareholding in, or is a director of a company, or intends establishing any commercial body whether or not related to his/her work with the University.

12.2. Potential conflicts must be disclosed so that they may be evaluated and, when necessary, eliminated, managed, or reduced as appropriate. Information regarding the existence and nature of the conflict should be passed to the Research & Enterprise Department as soon as practical and will be noted in the University's Register of Interests.

12.3. A conflict of interest should be initially recorded on the 'Conflict of Interest Disclosure Form', a copy of which is available in Annex 3 or via the Intellectual Property Portal Page ([Link](#)), and submitted to the Research and Enterprise via email (ipcontracts@lincoln.ac.uk).

13. MATERIAL TRANSFER AGREEMENTS

- 13.1. The external release of materials owned by the University is an essential part of modern research practice but also presents a number of IP management issues. Therefore, if a member of the University wishes to transfer materials from the University to a third party, the member must request that an MTA be drafted, negotiated and authorised by the Research and Enterprise Department.
- 13.2. Such MTAs shall ensure the material transferred is used in accordance with all relevant legislation and regulations (e.g. The Human Tissue Act, The Animals (Scientific Procedures) Act etc.) MTAs shall also limit the University's liabilities and risk exposure in the transfer of such materials.
- 13.3. The transfer of materials between organisations is a cornerstone of research and teaching activities within the University. As such the University seeks to facilitate the efficient movement of material into and out of the University in order to promote its research and teaching activities.
- 13.4. MTAs are legal documents and as such can only be signed by an appropriately authorised member of the Research and Enterprise Department.
- 13.5. If a member receives an MTA from a third party with the aim of transferring materials into the University, then prior to authorisation, the terms and conditions of the MTA shall be reviewed by the Research and Enterprise Department in order to ensure that:
- 13.6. The legally binding terms and conditions are acceptable and do not place onerous obligations on the University;
- 13.7. Terms and conditions of the MTA are compatible with the terms and conditions of the sponsor funding the research project in which the materials are to be used.
- 13.8. The University has appropriate licences in place in order to use the materials
- 13.9. The University reserves the right to refuse to sign an MTA if terms and conditions are not acceptable to the University, if they clash with the terms and conditions of any funding body, or if licenses are required to use the material. If the University refuses to sign an MTA, it will liaise with the member requesting the MTA to identify whether alternative sources of materials exist.
- 13.10. Academic institutions shall normally receive the material under an MTA free of charge, subject to transportation costs, for non-commercial purposes only, including research and teaching. The University reserves the right to charge a fee for providing such materials in appropriate circumstances.
- 13.11. If an academic institution or commercial organisation requests materials from the University for commercial purposes, the University will require payment. The Research and Enterprise Department will support members in the negotiation of such payment.
- 13.12. The University reserves the right to refuse to grant any third party access to materials owned or held by the University.

14. CONFIDENTIALITY AGREEMENTS

- 14.1. A confidentiality agreement is a legally binding document which records the conditions under which a party/person may disclose information or ideas in confidence to another party/person(s).
- 14.2. Prior to any discussions with third parties concerning intellectual property all members must ensure that an appropriate confidentiality agreement has been put in place between the party/person(s) concerned.
- 14.3. Help and support is available from the Research and Enterprise Department in the drafting, negotiation and execution of confidentiality agreements. Confidentiality agreements can only be signed by an appropriately authorised member of the Research and Enterprise Department.
- 14.4. In the event that employees are requested to sign third party confidentiality agreements, these must be referred to the Research and Enterprise Department for review and signing.

15. LICENCING AGREEMENTS

- 15.1. A licence agreement is a legally binding document under which the holder of intellectual property (licensor) grants permission for the use of its intellectual property to another person (licensee), within the limits set by the provisions of the agreement. Without such an agreement, the use of the intellectual property would be an infringement. A licence agreement is one method by which intellectual property can be shared/exploited/commercialised.
- 15.2. Help and support is available from the Research and Enterprise Department in the drafting, negotiation and execution of licence agreements. Licence Agreements can only be signed by an appropriately authorised member of the Research and Enterprise Department.
- 15.3. In the event that employees are requested to sign third party licence agreements, these must be referred to the Research and Enterprise Department for review and execution.

16. SPIN OUTS

- 16.1. A spin out is a company in which the University possesses an equity stake, which has been created by the University or its members to enable the commercial exploration of IP arising, for example from academic research. It is therefore an alternative exploitation option to the licencing of IP. The University is keen to support spin out activity where this is an appropriate route for exploitation.
- 16.2. Where it is agreed that forming a spin out company is the best method of exploiting the IP, then the IP will be licensed to the spin out company in return for an equity share and/or a sale income royalty.
- 16.3. The shareholdings for the inventors and the University will be negotiated on a case by case basis. For example, there may be direct financial investment by the University or funding support for the development of a prototype or there may be participation by collaborating universities or investment from third parties. The agreed future arrangements regarding the ownership of the company's shares will be formalised in a shareholders agreement for the spin out company.
- 16.4. Both the University and the founder(s) of the spin out company will be represented on the company's board of directors (subject to the requirements of any third party investor or collaborator) for so long as they hold shares in the company.
- 16.5. Incorporation documents and any binding ancillary agreements (e.g. agreements for paid services, loan agreements) will be drawn up by the relevant University offices and the University's appointed legal agents, as appropriate. As a minimum the Company must ensure that Articles of Association and a Shareholders Agreement are put in place upon incorporation. The inventors shall be responsible for their own legal expenses incurred in relation to these agreements.
- 16.6. The arrangements above will also apply to joint ventures where a number of parties other than the University and the founders may be involved.
- 16.7. The University's standard revenue-sharing scheme shall not apply to inventors who hold shares in a spin out company into which their IP has been licensed or assigned.
- 16.8. The spin out company will pay a consultancy fee to the University for members time spent on company business. Consultancy time is limited to 30 days per annum. If this limit is to be exceeded, the University's Director of Finance and the Head of School will be required to approve the excess time spent on consultancy and decide whether or not the arrangement is appropriate. These arrangements apply once the spin out company has been set up and has arranged seed funding. The time spent on setting up the company and getting investment will be considered part of the University's contribution to the spin out company.
- 16.9. After a period of time agreed with the University, the member shareholder will have to decide whether to become an employee of the spin out company and no longer be employed by the University, or if they will remain as an employee of the University with minimal involvement in the spin out company.
- 16.10. It is expected that where the spin out company requires contract research to be carried out on its behalf it shall use reasonable commercial endeavours to place such work with the University at standard commercial rates if the University has all the necessary resources to perform such research.

16.11. The books and accounts of the spin out company together with supporting documentation will be subject to annual external audit in accordance with the Companies Acts.

17. CONSULTANCY

17.1. This Policy applies to all Members who provide a service to external organisations in the form of consultancy work and to individuals and organisations providing a service to the University unless specific contractual terms relating to their engagement state otherwise.

18. RELATED DOCUMENTS & POLICIES

This policy should be considered alongside other University policies, such as,

- a) [University Consultancy Policy](#)
- b) [Research Code of Practice](#)
- c) [Records Management Policy](#)
- d) [Research Data Management Policy](#)
- e) Human Tissue Quality Manual

The following documents/templates are referenced in this policy

- a) Honorary Contracts – IP Assignment Document (Available via Research & Enterprise Department)
- b) Student – IP Assignment Document (Available via Research & Enterprise Department)
- c) Confidentiality Agreements (Available via Research & Enterprise Department)
- d) Materials Transfer Agreements (Available via Research & Enterprise Department)
- e) Human Tissue Transfer Agreement (HTTA)
- f) Licence Agreements (Available via Research & Enterprise Department)
- g) Copyright Fact Sheet (See Annex 1)
- h) IP Disclosure Form (See Annex 2)
- i) Conflict of Interest Disclosure Form (See Annex 3)

19. CONTACT DETAILS

19.1. All queries regarding this policy should in the first instance be directed to the Research and Enterprise Department via the following email address, ipcontracts@lincoln.ac.uk.

19.2. Up to date contact details can be found on the Research and Enterprise Departments portal page. ([Link](#))

UK Copyright Law

This fact sheet outlines the laws covering copyright in the United Kingdom and the work to which it applies.

1. Introduction

Copyright law and copyright originated in the UK from a concept of common law; the Statute of Anne 1709.

It became statutory with the passing of the Copyright Act 1911. The current act is the Copyright, Designs and Patents Act 1988.

2. Types of work to which copyright applies

i. Literary

Song lyrics, manuscripts, manuals, computer programs, commercial documents, leaflets, newsletters and articles etc. Computer programs regulations in 1992 also extended the copyright of literary works to include computer programs.

ii. Dramatic

Plays, dance, etc.

iii. Musical

Recordings and score.

iv. Artistic

Photography, painting, sculptures, architecture, technical drawings/diagrams, maps, logos, etc.

v. Typographical arrangement of published editions

Magazines, periodicals, etc.

vi. Sound recording

May be recordings of other copyright works, e.g. musical and literary.

vii. Films

viii. Broadcasts and cable programs

3. When copyright occurs

Copyright arises whenever an individual or company creates a work: A work is subject to copyright if it is regarded as original, and must exhibit a degree of labour, skill or judgement.

Interpretation is related to the independent creation rather than the idea behind the creation. For example, your idea for a book would not itself be protected, but the actual content of a book you write would be.

Names, titles, short phrases and colours are not generally considered unique or substantial enough to be covered, but a creation, such as a logo, that combines these elements may be.

4. Who owns the copyright on a piece of work

Normally the individual or collective who authored the work will exclusively own the work and is referred to as the 'first owner of copyright' under the 1988 Copyright, Designs and Patents Act. However, if a work is produced as part of employment then the first owner will normally be the company that is the employer of the individual who created the work.

Freelance or commissioned work will usually belong to the author of the work, unless there is an agreement to the contrary, (i.e. in a contract for service).

Just like any other asset, copyright may be transferred or sold by the copyright owner to another party.

Copyright does not subsist in any part of a work which is a copy taken from a previous work. For example, in a piece of music featuring samples from a previous work, the copyright of the samples would still remain with the original author.

Only the owner, or his exclusive licensee can bring proceedings in the courts.

5. Duration of copyright

The 1988 Copyright, Designs and Patents Act states the duration of copyright as:

i. For literary, dramatic, musical or artistic works

70 years from the end of the calendar year in which the last remaining author of the work dies.

If the author is unknown, copyright will last for 70 years from end of the calendar year in which the work was created, although if it is made available to the public during that time, (by publication, authorised performance, broadcast, exhibition, etc.), copyright will run for 70 years from the end of the year that the work was first made available.

ii. Sound Recordings

50 years from the end of the calendar year in which the work was created, or, If the work is published, or otherwise made available to the public by the rights owner within that time, 70 years from the end of the calendar year that the work was first published or made available.

iii. Films

70 years from the end of the calendar year in which the last principal director, author or composer dies.

If the work is of unknown authorship: 70 years from end of the calendar year of creation, or if made available to the public in that time, 70 years from the end of the year the film was first made available

iv. Typographical arrangement of published editions

25 years from the end of the calendar year in which the work was first published.

v. Broadcasts and cable programmes

50 years from the end of the calendar year in which the broadcast was made.

vi. Crown Copyright

Crown copyright will exist in works made by an officer of the Crown, this includes items such as legislation and documents and reports produced by government bodies.

Crown copyright will last for a period of 125 years from the end of the calendar year in which the work was made.

If the work was commercially published within 75 years of the end of the calendar year in which it was made, Crown copyright will last for 50 years from the end of the calendar year in which it was published.

vii. Parliamentary Copyright

Parliamentary copyright will apply to work that is made by or under the direction or control of the House of Commons or the House of Lords and will last until 50 years from the end of the calendar year in which the work was made.

6. Acts restricted by copyright

It is an offence to perform any of the following acts without the consent of the copyright owner:

- i. Copy the work.
- ii. Rent, lend or issue copies of the work to the public.
- iii. Perform, broadcast or show the work in public.
- iv. Adapt the work.

The author of a work, or a director of a copyright film may also have certain moral rights:

- v. The right to be identified as the author.
- vi. Right to object to derogatory treatment.

7. Acts that do not infringe copyright

"Fair dealing" is a term used to describe acts which are permitted to a certain degree (normally copies of parts of a work) without infringing copyright, these acts are:

- i. Private and research study purposes.
- ii. Performance, copies or lending for educational purposes.
- iii. Criticism and news reporting.
- iv. Incidental inclusion.
- v. Copies and lending by librarians.
- vi. Format shifting or back up of a work you own for personal use.
- vii. Caricature, parody or pastiche
- viii. Acts for the purposes of Royal Commissions, statutory enquiries, judicial proceedings and parliamentary purposes.
- ix. Recording of broadcasts for the purposes of listening to, or viewing, at a more convenient time. This is known as "time shifting".
- x. Producing a back up copy for personal use of a computer program.

8. Useful addresses

IPO
Concept House
Cardiff Road
Newport
South Wales
NP10 8QQ
Tel: 0300 300 2000
Web site: <http://www.ipo.gov.uk/>

PRS for Music
29-33 Berners Street
London
W1P 4AA
Tel: 02075 805 544
<http://www.prsformusic.com>

Copyright Licensing Agency
Saffron House
6-10 Kirby Street
London
EC1N 8TS
Tel: 020 7400 3100
www.cla.co.uk

This fact sheet is Copyright © UK Copyright Service /Copyright Witness Ltd and protected under UK and international law.

This fact sheet should be considered only as an introduction to the ideas of copyright. It should not be treated as a definitive guide, nor should it be considered to cover every area of concern, or be regarded as legal advice.

This fact sheet may be reproduced for the purpose of instruction, reference or examination under the following conditions:

- You may not use this work for any commercial purposes, nor may it be used as supporting content for any commercial product or service.
- You may not alter, transform, or build upon this work.
- All copies of this work must clearly display the original copyright notice and website address.
- Any on-line reproduction must also provide a link to the UKCS website www.copyrightservice.co.uk.

9. Common questions**Can I copyright an idea?**

No. Copyright may protect a work, drawing or plan that outlines the idea, but copyright cannot prevent the idea itself from being used elsewhere. Dependent on what the idea is, i.e. an invention, it may be possible to apply for a patent.

Are names protected by copyright?

No. There is no copyright in a name, title, slogan or phrase. These may however be eligible for registration as a trade mark. For more information contact the Patent Office.

What about work published on the Internet?

It makes no difference how the work is stored or published, copyright law still applies.

What about music which is made up of sample and loops of other songs?

Although the work for the main part may be original, and copyright apply will apply to the specific arrangement, the parts which were copied from another track would retain the original copyright. You should seek permission from the author of the samples before you consider publishing or broadcasting such a work.

What about computer programs and material stored in computers?

Under the Copyright Designs And Patents Act, computer programs are now protected as literary works.

Databases may receive copyright protection for the selection and arrangement of the contents. Also database right may exist in the data itself. This is an automatic right and protects databases against the unauthorised extraction and re-utilisation of the contents of the database. Database right lasts for 15 years from the making but, if published during this time, then the term is 15 years from publication.

What constitutes a copyright work?

Any literary, dramatic, design, musical or artistic work. So long as the work, "exhibits a degree of skill, labour or judgement".

Can Copyrights be inherited?

Yes. The person who inherits the work will become the new copyright owner.

Does format or quality of the work matter?

Copyright exist in works regardless of format, i.e. electronic images or photographs, computer files or paper documents, and regardless of the quality of the work.

What happens when a copyright expires?

The work will fall into the public domain, making it available to all. This is why so many companies can publish works by William Shakespeare, classical composers etc.

Where can a copyright licence or permission for use be obtained from?

The Copyright Licensing Agency licenses users to copy extracts from books, journals and periodicals. They collect fees from licensed users and pay authors and publishers their shares of the copying fees. For other works you should contact the publisher of the work, as they will certainly know how to obtain permission or a licence to use the work.

Is a licence needed for the public performance of music?

Yes, to obtain a performance licence contact PRS for Music.

How does copyright apply in works which contains extracts, quotes etc.?

Any extracts or quotes would retain the original authors copyright, and permission should be sought before using them.

How does copyright differ from a patent?

A patent protects the concept, idea or invention itself whereas copyright would protect the written description of the idea. A breach of copyright would occur if the written description was copied, whilst a patent would protect the idea being put into use.

For more information on patents, contact the Patent Office.

CONFIDENTIAL – INNOVATION DISCLOSURE



INNOVATION DISCLOSURE FORM

This form is to assist UOL researchers/staff engaged in active research or associated projects which have innovation or commercial potential to help them to disclose their activities in order to:

- Seek appropriate advice on innovation protection and development
- Receive prioritised access to available support and funding
- Obtain authorisation for innovation exploitation
- Meet the University’s innovation reporting requirements

Completed forms should initially be submitted to the Research & Enterprise Department (<mailto:ipcontracts@lincoln.ac.uk>)

The following questions should be answered by electronically inserting text into the answer space provided (the space will expand to accommodate the text). Alternatively, a written submission is acceptable provided that it seeks to answer all of the questions below. You are strongly advised to print out and use this form as a template to support any written submission.

| | |
|------------------------|--|
| 1. YOUR DETAILS | |
| Date: (dd/mm/yyyy) | |
| Name: | |
| Job Title: | |
| Faculty/ Department: | |
| Direct Telephone: | |
| Email: | |

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| 2. PROJECT DESCRIPTION |
| Please provide a short title and description of the research, project or activity that is associated with the innovation and the potential IP. |
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|--|--------------------------|-------------------------|--------------------------|
| 3. APPLICABLE IP | | | |
| Please indicate the type or types of IP you believe will apply to and help protect the innovation. (See Appendix 1 for definitions of IP rights) Please put in "X" or tick(s) in the corresponding box or boxes below.) | | | |
| Patents | <input type="checkbox"/> | Copyright | <input type="checkbox"/> |
| Design Registration | <input type="checkbox"/> | Know-how / Trade Secret | <input type="checkbox"/> |
| Trademark Registration | <input type="checkbox"/> | Don't know | <input type="checkbox"/> |



NOTE: **Question 4** should be answered if you believe at this stage that there is potential for patentable IP, otherwise proceed to **Question 5**.

4. PATENT PROTECTION

4a) Have confidential recording and reporting procedures been followed in the course of the development of the IP? *(e.g. use of non-disclosure agreements, the IP has not been published or exhibited etc.)*

4b) If the IP has been disclosed in any form not subject to confidentiality please provide details of to whom and when. *(e.g. marketing, publications, exhibitions, demonstrations, conference presentations, discussions with any third parties.)*

4c) For IP with patent potential, have you conducted a patent search using relevant databases?

European Patent Office
<http://gb.espacenet.com>

World Intellectual Property Organisation database
www.wipo.org

The United States patent and trade mark database
www.uspto.gov

If yes, please provide details of any competing patent IP you have found.

4d) Is a patent application for the IP already in progress? *If yes, please provide details, including fees already paid or due to be paid.*

4e) Is the IP a development of existing University patents (granted or otherwise), or is the IP based on any existing background IP? *If yes, please provide details.*



5. IP OWNERSHIP

5a) Has the IP been wholly developed by you and by the University? *If not, please give details of any persons who contributed to the creation of the IP, their organisational affiliations and outline the nature of their involvement.*

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5b) Did the IP result from a specific funding arrangement (e.g. contract for services, research grant, industry collaboration, etc)? *If yes, please provide details of the funding body and details on any funding arrangement including details/copies where possible of any legal contracts in place.*

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5c) Please highlight any University facilities or resources which have been used to create the IP. *(e.g. laboratory resource, computing resource, bought out staff etc.)*

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5d) Are you aware of any pre-existing IP used in creating the new IP? *Do not complete if you have answered question 4e). Otherwise, if yes, please provide details. If no, has this to your knowledge been appropriately investigated?*

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6. DEVELOPMENT FUNDING/FINANCE CONSIDERATIONS

6a) Please provide a rough estimate of the total development costs of the IP up to the present? *(e.g. include salaries, materials, consultant fees, infrastructure costs, in-kind support, or patent fees.)*

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6b) Does the IP require further development before it is a marketable or exploitable commodity? *If yes, an estimate of costs and additional activities required to take the IP forward would be beneficial.*

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6c) Has any potential sources of funding been investigated or identified to support further development of the IP if required? *If yes, please provide details.*

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7. EXPLOITATION AND COMMERCIAL DEMAND

7a) What were the reasons for developing the IP in the first instance? *(e.g. serendipity, via programme research, filling an unmet need, or more cost-effective than from competitors?)*

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7b) What are the benefits or advantages of the IP (e.g. technical, pricing, greater efficiency, cost saving etc) in relation to existing solutions, competing IP, or over any existing products and services? *Please identify any existing IP, products or services or relevance. Indicate, where possible, to whom the benefits would be of interest. (e.g. end users, supply chain participants, manufacturers in the case of process based innovation etc).*

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7c) Please highlight the general markets or industry sectors where the IP could be exploited, sold or commercialised?

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7d) Do you have any idea of the potential market size or commercial potential of the IP? *Please provide any details in relations to volumes, unit sales potential, nature and number of customers etc.*

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7e) Are you aware whether anyone else has developed a similar or related technical /product / service innovation? *If yes, please provide details.*

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7f) Do you have evidence of potential commercial interest of demand for the IP? *(e.g. market or commercial enquiries from interested parties, other agencies with similar requirements, interest from partners etc). Please detail.*

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7g) What is the projected life of the IP (technology/product / service) as a commercial offering?

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8. RISKS/BENEFITS

8a) Can you identify any potential technical risks associated with the further development of the IP? *If yes, please provide details.*

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8b) Can you identify any additional risks associated with the further development of the IP *(e.g. financial, legal or political issues?) If yes, please provide details.*

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8c) Are there any additional benefits of relevance to the University, beyond the commercial, that could be attributed to developing the IP? *(e.g. research status, strategic R&D, research impact, societal benefits, environmental impacts etc.)*

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9. COMMERCIALISATION

9b) Do you have any initial thoughts and comments on how you envisage the IP being exploited for impact and commercialisation? *(e.g. licence agreement, outright sale, own manufacture, new company formation etc.)*

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9c) Do you have any existing formal business or exploitation plans for the IP? *If yes, please provide a copy. If no, what do you require to enable the development of a basic business plan or business case document?*

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Appendix 1

Main Types of Intellectual Property

Includes the following rights recognised by UK law:

1. Patents registered or registrable under the Patents Act 1977.
2. Designs registered under the Registered Designs Act 1949.
3. Trade marks registered or registrable under the Trade Marks Act 1994.
4. Copyright protected under the Copyright Act 1911.
5. Confidential information including secrets arising from an unpatented invention.
6. Other rights resulting from intellectual activity in the industrial, commercial, scientific, literary and artistic fields.

The most usual forms of protection that will generate IP are:

Patents: provide time-limited monopolies over commercial exploitation of inventions or innovations that have acceptable degrees of novelty, usefulness and appropriateness. These require strict formal registration procedures, and engender costs that can not only be quite high but also outside the core funding activities of government agencies. Particular care must be taken with respect to prior use or public disclosure of the invention or innovation.

Design: protects the appearance of products, has both registered and un-registered rights. Registration has associated costs.

Trademark: something that is used to distinguish goods and services of one trader from those of another. Must be registered and has associated costs.

Copyright: protects the original expression of ideas (not the ideas themselves). This includes written works, internet and multimedia presentations, computer software, business management systems, etc. It is automatic, whether explicitly claimed or not, and is free of charge.

Trade secret: proprietary knowledge (know-how) and other confidential information. Is non-registrable and has no direct cost but is of limited application.



UNIVERSITY OF
LINCOLN

DISCLOSURE OF A CONFLICT OF INTEREST FORM

A Conflict of Interest occurs when there is a conflict between a staff member's private interests and their obligation to the University. A Conflict of Interest may arise if a reasonable, disinterested person would think that the behavior could conflict. A Conflict of Interest can be financial or non-financial in nature or otherwise constitute a material benefit or advantage.

A Conflict of Interest includes not only a personal advantage to a staff member, but to a staff member's family, close relatives or business associates, or outside business interests or activities of the staff member.

The University's [Policy on Intellectual Property Rights](#) (Section 11) places an obligation on staff to declare any conflicts between their private interests and their University responsibilities.

This form is to be completed by any staff member who has an actual, potential or perceived Conflict of Interest in undertaking their University duties, responsibility and/or leadership role. A copy of the completed and signed form is to be stored on the University's Register of Interests.

Note:

Merely declaring a Conflict of Interest does not mean that the staff member can then continue to lead, perform duties or carry out responsibilities in relation to or associated with, the matter in question without taking further action. Once declared, the Conflict needs to be managed accordingly.

Research & Enterprise
University of Lincoln Brayford Pool Lincoln LN6 7TS United Kingdom

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UNIVERSITY OF
LINCOLN

STAFF MEMBERS DISCLOSURE:

Name:

Phone:

Email:

College/School/Department:

SITUATION OR CONFLICT OF INTEREST

Please provide a brief outline of the nature of the conflict (details may be included privately in a separate confidential envelope if appropriate):

BACKGROUND INFORMATION

Please attach copies of all relevant background material and provide further information:

CONFLICT OF INTEREST MANAGEMENT

Please detail the arrangements proposed to resolve/manage/the conflict (attach details separately if appropriate):

CONFIRMATION

In declaring a Conflict of Interest, I agree to:

- Update this disclosure during the entire period of my employment with the University or until such times as the conflict ceases to exist; and
- Cooperate in the development of Conflict of Interest management plans as required; and
- Comply with any conditions or restrictions imposed by the University to manage, reduce, or eliminate an actual, potential or perceived Conflict of Interest

Signed:

Date:

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Research & Enterprise
University of Lincoln Brayford Pool Lincoln LN6 7TS United Kingdom

1 INTRODUCTION

The University has just introduced a revised policy to govern the ownership and handling of Intellectual Property (IP) which is created by University students.

2 POST GRADUATE RESEARCH STUDENTS

For post graduate research students, such as those enrolled on an MPhil, MA/MSc by Research or a PhD course. As part of the enrolment process, the offer letter these students receive include an intellectual property clause which assigns all intellectual property they create in the course of their studies to the University, unless this been agreed otherwise, in writing with the Research and Enterprise department and in consultation with the student's tutors.

Where intellectual property is created by a student which the University later commercialises, the student will be entitled to a share of the revenue's generated as set out in section 9 of the Intellectual Property Policy for University Employees.

3 TAUGHT UNDERGRADUATE AND POSTGRADUATE STUDENTS

In the course of their studies with the University all taught undergraduate and postgraduate students will generally own the intellectual property they create, save for a limited number of exceptions which are listed below and in section 7 of the Intellectual Property Policy for University Students.

- **UNIVERSITY RESEARCH PROJECTS** – Where the student performs any work that relates to one of the University's research development projects or other projects (whether new or ongoing).
- **DEVELOPMENT OF IP ALREADY OWNED BY THE UNIVERSITY** – Where the purpose of the work the student performs is to research or develop either IP already owned by the University or IP licenced to the University by a third party.
- **OUTSIDE PROGRAMME OF STUDY** – Where a student creates IP through activities that are set by University employees (e.g. tutor or supervisor) for a purpose that does not directly relate to their programme of study.
- **RESEARCH COLLABORATIONS** – Where the student creates IP through activities which are attributed to an existing/planned research agreement, collaboration agreement or any other agreement between the University and a third party and in which it is agreed that the University will (i) own the IP; (ii) assign ownership of IP to a third party; or (iii) licence the IP to a third party.
- **PROJECTS FUNDED BY UKRI** – Where the student creates IP through activities which are attributed to projects/programmes which are funded (in part or in whole) by UK Research and Innovation (UKRI), formerly Research Councils UK.
- **WORK BASED PLACEMENTS** – Where the student is involved in a work based placement either directly with the University or with a third party (e.g. an internship with a business).
- **BY PRIOR AGREEMENT** – If it has been agreed between the University and the Student, in writing, that the IP they create, or have created, will be owned by the University.
- **JOINTLY CREATED IP** - where the student creates IP jointly with a University employee in the circumstances set out in the sections above.
- **EMPLOYER/SPONSOR FUNDING** – where the students studies are paid for by their employee or sponsor then, subject the exceptions above, the employee or sponsor may own the IP they create.

Where IP generated by a student falls within any of the above exceptions, **it is the responsibility of the relevant School/Department** to ensure that the student signs an ***IP Assignment Agreement*** to which a brief project description should be included to make clear what IP is assigned. In the case of employer/sponsor funding, it is important to understand any arrangements that are in place between the student and their employer (e.g. contract of employment) as this may affect the University's claim to IP that they create.

The Research and Enterprise department will assist in the drafting and execution of the IP assignment agreement. On behalf of the University, such agreements must only be signed by an appropriately authorised member of the Research and Enterprise Department.

The fully signed IP assignment agreement will be stored by the Research & Enterprise Department.

If students are unwilling to assign IP, then the School or Department may choose to provide a different project which does not lead to IP generation.

4 HELP AND SUPPORT

For help and advice relating to IP created by a Student or the Intellectual Property Policy for University Students, please either contact directly or if appropriate, refer the student to the Research and Enterprise department via the following email address (ipcontracts@lincoln.ac.uk).

Up to date contact details and the template IP Assignment Agreement can be found on the Research and Industrial Partnerships portal page which can be found via the following link ([Link](#))