

---

## Intellectual Property Policy

---



Responsible Office	Research Support Office
Responsible Officer	Dr Louise Maythorne
Approval authority	Research Knowledge Exchange and Consultancy Committee (RKECC)
Date of approval	05/06/2017
Amended (if applicable)	
Related Procedures	Intellectual Property policy
Related University Policies	
Effective Date	05/06/2017
Supersedes	
Next review due	2019/20 academic year

## **1 Purpose**

1.1 Bath Spa University (BSU), as a centre of research, learning and teaching, recognises its duty to manage the creation of new knowledge (intellectual property) in order to support staff and students and maximise the potential of their ideas. This policy identifies ownership of intellectual property with a view to:

- incentivising staff and students to create intellectual property;
- provide transparency with regard to management of intellectual property;
- provide fairness in any cases of sharing commercial returns.

1.2 This policy applies to all full and part time employees of BSU and contains a statement relating to ownership of intellectual property created by students.

## **2. Intellectual Property Rights (IPR): Remit**

### **2.1 Staff**

2.2.1 BSU recognises the rights of its staff to ownership of copyright and other forms of intellectual property rights (IPR) in research publications, books and other similar publications or creative outputs in all formats derived from work undertaken during the course of their employment.

2.2.2 BSU waives its employers' rights to IPR created by staff in the course of their employment in all situations save for the following:

- any work created with exceptional (i.e. beyond those which would normally be routinely available to staff) or unauthorised use of BSU resources or materials by the employee;
- institutional materials commissioned by BSU e.g. syllabuses, course descriptions or designs, curricula and other reports
- any software programme generated in the course of employment;
- any work that is subject to a separate agreement with provision for ownership of IPR.

2.2.3 In the case of any output falling within one of these exceptions, IPR will vest in BSU. BSU reserves the right to require staff to waive his or her moral rights in such works. In those cases where BSU is claiming IPR staff must place the following notice on the front page of all such works "Copyright © 20[xx] Bath Spa University. All rights reserved." (where [xx] is the year of creation of the relevant work).

2.2.4 In the case of any work created by staff outside the course of their employment with BSU, all IPR and copyright is owned by the member of staff.

### **2.2 Students**

2.2.1 IPR created by students will remain vested in students unless the relevant work is subject to a separate agreement with provision for ownership of IPR; and where BSU staff have co-authored the relevant work. In such circumstances, students shall assign the IPR to BSU in

exchange for a share in future revenue in accordance with the income sharing arrangement of this policy.

- 2.3 Visiting scholars/fellows will be treated in the same way as students in relation to ownership of IPR.

### 3. **IPR Definition**

- 3.1 In this policy, the phrase “intellectual property rights” means all legal rights arising in relation to inventive or creative products of the human mind. It includes patents, inventions, copyright, trademarks, designs, databases, goodwill and all similar rights arising anywhere in the world amongst others.

### 4. **Identifying and Declaring IPR**

- 4.1 All BSU staff are expected to keep appropriate records relating to the creation of IPR. Examples of appropriate records include the date of creation; the names of the individuals involved in the creation; the country in which the work was created and any source materials from which it was created.
- 4.2 BSU staff must liaise with their relevant Dean or head of service (as appropriate) whenever they consider that it is likely that IPR vested in BSU will be created and which appears to be capable of commercial exploitation. BSU will determine whether it wishes to become involved in the exploitation process and, if it does, it shall make the necessary arrangements for the same and for sharing of any profit in accordance with this policy. In the event that BSU does not wish to become involved in the exploitation process, it may assign IPR to the relevant member of staff, subject to agreement of appropriate terms and to any third party rights.
- 4.3 BSU staff will provide reasonable assistance to BSU in exploiting the relevant work including providing information, attending meetings and advising on development.

### 5. **Licensing**

- 5.1 Members of staff grant BSU an irrevocable, unconditional, perpetual, royalty-free, non-exclusive, worldwide licence to use for all purposes any academic and teaching materials<sup>2</sup> in any format where the relevant IPR vest in the member of staff and not in BSU. Where such materials are used for commercial purposes (over and above the generation of tuition fee income), BSU will endeavour to apply the income sharing arrangements set out in this policy so far as possible.

### 6. **Sponsored Works**

- 6.1 BSU staff must liaise with the Knowledge Exchange Hub before reaching any agreement or understanding with any external sponsor. Sponsors may wish to exploit IPR directly and may therefore require such rights to be assigned. This can be negotiated on a case by case basis by the Knowledge Exchange Hub which will also consider arrangements to secure confidentiality and any other legal protections that may be available such as registration of a patent or the formation of a spin-out company.

6.2 Academic and teaching materials mean materials created primarily by staff members for the purposes of fulfilling teaching obligations. It is not intended to capture works created primarily for another purpose but also used for academic purposes. For example, a novel would not be considered to be included. By contrast, a note on a particular theme in the novel created for academic purposes that may include a quotation from the novel, may be considered to be an academic or teaching material.

## 7. Income Sharing

7.1 Where ownership of IPR vests in BSU pursuant to this policy and the relevant work is exploited, licensed or assigned to a third party or dealt with in any other way so as to generate an income, BSU will apply this policy as follows:

7.1.1 Costs incurred by BSU in developing, protecting an exploiting the associated IPR will be deducted from the gross income and retained by BSU

7.1.2 The net income will be distributed as follows:

Net Income	Staff Member	Academic School	BSU
Up to and including £10,000	100%	0%	0%
Over £10,000 and up to and including £20,000	50%	25%	25%
Over £20,000	33.3%	33.3%	33.3%

7.2 In the event that BSU considers it appropriate to exploit any IPR through a spin-out company, it shall endeavour to replicate these income sharing arrangements so far as possible. This may be achieved for example by sharing ownership of the equity in the company according to these formulae. BSU will seek to meet with staff to discuss the particulars of each particular piece of work or project and the proposed income sharing arrangements.

7.3 The Chief Operating Officer, Head of Finance and Vice Provost (Research and Enterprise) are authorised to sign documentation relating to exploitation of IPR. This authority may be delegated.

## 8. Leaving Bath Spa University

BSU will usually seek to continue any income sharing arrangements with former employees after they have left their employment at BSU. Further documentation would be required to give effect to this and would be considered on a case by case basis.

**9. Confidentiality**

- 9.1 Staff should consider the possibility that their work may have a commercial value at an early stage and discuss this with their Dean or head of service in accordance with this policy and, in any event, before making any public disclosure. Public disclosure may include a post on a website, publication in a journal or an approach to prospective sponsors.
- 9.2 In the event that BSU considers it necessary to obtain legal protection of any associated IPR, prior public disclosure may restrict or in some cases prohibit protection and result in a loss of all or part of the commercial value in the work. BSU considers that it is good practice to require third parties (i.e. any other company, organisation or body other than BSU and any private individual not employed by BSU) to sign a confidentiality agreement (also known as a non-disclosure agreement) with BSU before any disclosures are made.

**10. Appeals**

- 10.1 In the event of any dispute or disagreement over the interpretation of any part of this policy or the vesting of IPR in a particular piece or work, the matter shall be referred to the Vice-Chancellor for determination.
- 10.2 In the event that the parties fail to accept the Vice-Chancellor's ruling, the matter shall be referred to an independent expert for determination. The parties shall endeavour to agree the appointment but in the absence of agreement within 14 days of either of them to do so, the President for the time being of the Law Society of England and Wales shall appoint.
- 10.3 Both parties shall have the opportunity to make written representations to the expert and to make one written reply to the other's representations. The decision of the expert shall be binding upon both parties.