

# Intellectual Property Policy

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# Intellectual Property Policy

## Related Policies/Procedures/Guidance

Version	Date	Reason	Person
	31/03/2023	<a href="http://www.ucem.ac.uk/policies">UCEM Governance: Policies [online]. Available at: www.ucem.ac.uk/policies</a>	Information and Governance Manager
	31/03/2023	<a href="http://www.ucem.ac.uk/terms-of-use">Takedown procedures [online]. Available at: www.ucem.ac.uk/terms-of-use [accessed 31 March 2023]</a>	Information and Governance Manager
v8.1	04/04/2023	<a href="#"><i><u>UCEM (2023) Copyright policy: Implications for UCEM</u></i></a>	Information and Governance Manager
v4.0	31/03/2022	<a href="#"><i><u>UCEM (2022) The Harvard System: The UCEM Guide to Referencing and Citation</u></i></a>	Information and Governance Manager
v1.00		<a href="#"><u>Data Management Policy</u></a>	Sharon Youngson-Baines and Angela Lee
v1.00	16/10/2023	<a href="#"><u>Research Misconduct Procedure</u></a>	Angela Lee / Helen Edwards

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# Intellectual Property Policy

## 1. Introduction

This document sets out the Intellectual Property Policy of the University College of Estate Management (UCEM). Unless otherwise stated capitalised terms used in this Policy have the meanings set out in Appendix A.

This Policy outlines the rights, responsibilities and procedures for UCEM and its Staff and Students in relation to their intellectual and creative output, to which UCEM may have contributed resources, including time, funds, facilities or expertise. For the purposes of Staff, this Policy is non-contractual but must be adhered to at all times.

UCEM recognises that Intellectual Property generated by research and other work undertaken by UCEM is an important asset and UCEM encourages Staff and Students to contribute towards this. However, UCEM also has the responsibility to identify, protect and manage its Intellectual Property effectively.

### Institutional Context

University College of Estate Management is an independent, charitable institution concerned with professional education and training for the Built Environment (property, surveying and construction professions), founded in 1919 and incorporated by Royal Charter in 1922.

UCEM provides opportunities for Staff and Students to contribute to the formulation and ongoing development of policy.

### 1.1 Purpose

This Policy provides a framework for the identification, ownership, protection and commercialisation of IP created, made and/or developed by Students and/or Staff.

Occasionally a person may be both a Student and Staff at the same time (i.e., Staff undertaking study), and in this case they will be treated in the category under which they created the IP.

### 1.2 Aims

UCEM aims to:

- foster an IP-aware and enterprising culture;
- identify, protect and commercialise IP in a timely manner (where appropriate);
- recognise Creators and share with them the rewards derived from the successful commercialisation of IP; and
- strike a balance between the often-competing interests of Creators, UCEM and the wider public.

### 1.3 Scope

This Policy applies to all Students and Staff, including any person who was (when the relevant IP was created, made and/or developed), but is not currently, a Student and/or Staff. For the purposes of this Policy, all work created, made and/or developed by Students and/or Staff is considered as potentially generating IP.

This Policy should be read in conjunction with UCEM's Policy on the Recording of Lectures and other Teaching and Learning Activities.

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## Guidance Process

Any Student or Staff who requires guidance, support and/or assistance in relation to any issue that may arise under this Policy is, in the first instance, encouraged to speak with the Dean and/or the Associate Dean (Research) as the first point of contact (to cover both teaching and research) or the Information Governance Manager as the point of contact (to cover copyright), and then the Deputy Principal/University College Secretary as the higher power.

Further support is also available from:

1. The School of the Built Environment and the [Research Office](#); 2. In relation to copyright, the [Copyright policy: Implications for UCEM](#) and the Library's Copyright Guidance Service.

## Appendices

This Policy is accompanied by the following Appendices:

- Appendix A - Glossary of terms used in this Policy.
- Appendix B - Draft Licence Agreement.
- Appendix C - Commercialisation Procedure.
- Appendix D - Creator-led Commercialisation procedure.
- Appendix E - Disclosure and Evaluation Form.

## Interpretation of this Policy

In this Policy:

- any reference to the terms “include”, “including”, “in particular”, “for example” or any similar expression shall be construed as illustrative only and shall not be construed as restrictive;
- any reference to a paragraph is to a paragraph within the main body of this Policy, unless otherwise specified; and
- unless the context otherwise requires, words in the singular shall include the plural and vice versa.

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## 2. What is Intellectual Property (IP)?

Intellectual Property or IP is something that you create using your mind (e.g., a story, an invention, an artistic work or a symbol).<sup>1</sup>

Intellectual Property Rights (referred to in this Policy as IP Rights) are legal rights which enable the owners of IP to control and benefit from the use of their IP, usually for a prescribed period of time. The type of rights depends upon the form of IP. Whilst some IP Rights arise automatically upon creation of a work (e.g., copyright), others are only granted following successful registration (e.g., a patent).

During the course of their programme of study, employment and/or appointment at UCEM, it is likely that Students and Staff will create, make and/or develop IP.

As a general rule, a Creator usually owns any IP in their work, unless:

- the IP was made during the course of their employment;
- there is an agreement to the contrary; or
- any other exception applies (as set out in paragraphs 4.1 to 4.3).

Like any form of property, IP and the IP Rights in it may have commercial value and can be traded. The owner of IP could, for example, authorise (i.e., license) another party to use their IP for a particular purpose, or the author could sell/transfer/assign the IP to another party. UCEM, Students and Staff must respect, and avoid infringing, IP Rights belonging to others.

## 3. Confidentiality, data protection and information sharing

UCEM will implement this Policy in accordance with its obligations in relation to confidentiality.

The implementation of this Policy may require UCEM to process personal data, including disclosing personal data (for example, to UCEM's wholly owned subsidiaries). UCEM will ensure that all personal data is processed and disclosed in accordance with UCEM will do so in accordance with data protection law and the relevant UCEM privacy notices.

UCEM is a charity for the purposes of the Freedom of Information Act (FOIA). It is therefore under an obligation to make recorded information available to the general public wherever possible and may be required to disclose certain information relevant to this Policy. Where UCEM receives a written FOIA request for information, UCEM will consult as appropriate and apply exemptions from disclosure where applicable.

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<sup>1</sup> Intellectual Property Office (no date) 'Intellectual property: an overview' [online]. Available at: [www.gov.uk/intellectual-property-an-overview](http://www.gov.uk/intellectual-property-an-overview) [accessed 22 June 2023].

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### 4. Ownership of IP

#### 4.1 IP created, made and/or developed by Students

Any IP created, made and/or developed by Students as part of, or in connection with, their programme of study (including any thesis, project or dissertation) will belong to the Student, subject to the exceptions set out in the table below:

Description	Ownership of IP
Where IP is created, made, developed and/or otherwise arises from a project or scholarship funded (including part funded) by UCEM (including where UCEM received a grant for any such project).	The IP will belong to UCEM. However, UCEM may elect whether or not it exercises its rights associated with that IP (as detailed at paragraph 4)
Where the Student assigns IP to UCEM.	
Where a Student creates, makes and/or develops IP outside their programme of study with more than incidental use of UCEM's resources.	
Where a Student undertaking an apprenticeship creates, makes and/or develops IP in the course of their apprenticeship.	Ownership of the IP will be determined in accordance with the apprenticeship contract between the Student and their employer
Where a Student creates, makes and/or develops IP in the course of, or pursuant to, a sponsored studentship, employer funded, research contract, project or secondment with a Third Party.	Ownership will be determined in accordance with the terms of any relevant underlying agreement
Where there is any other relevant agreement which has been made with UCEM's consent.	Ownership will be determined in accordance with the terms of that agreement
Where any IP created, made and/or developed by a Student includes content belonging to another party (including UCEM or a Third Party).	Unless any relevant agreement with the other party provides otherwise, the content which belongs to that other party will

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	continue to belong to them
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UCEM requires Students to accept and sign up to UCEM’s Terms and Conditions of Contract on an annual basis. These contain the following provisions:

- *Unless otherwise assigned and subject to clause 12.2, where new IPR is created by You (the Student) during the Contract, for example through a piece of assessment, the new IPR is retained by You (the Student).*
- *There are specific situations in which UCEM may wish to have rights in Your (the Students) IPR, as follows:*
  - *Where UCEM wishes to advance a collaborative arrangement, You (the Student) could be asked to sign an appropriate assignment agreement to protect Our legitimate interests as a party to the collaborative agreement.*
  - *Where Students agree for their work to be used as a research publication by UCEM.*

Students who are also Staff shall be treated for the purposes of this Policy as Staff in connection with any IP which they create, make and/or develop during the course of their employment.

Where a Student’s IP is commercialised by the University, the Student will receive a share of any income generated on the same basis as applies to the commercialisation of IP generated by Staff (please see paragraph 11).

If the University decides to not exploit any part of the IP, then upon request from the Student, any IP Rights which the Student has assigned or licensed to UCEM will be assigned or licensed back to the Student.

### **4.2 IP created, made and/or developed by Staff during the course of their employment**

Any IP created, made and/or developed by Staff during the course of their employment, will belong to UCEM, subject to the exceptions set out in the table below:

Description	Ownership of IP
Where a Staff member creates, makes and/or develops IP outside the course of their employment and do not make more than incidental use of UCEM’s resources	The IP will belong to the Staff member
Where a Staff member creates, makes and/or develops IP in the course of, or pursuant to, a sponsored research or other agreement	Ownership will be determined in accordance with the terms of that agreement
Where there is any other relevant agreement which deals with IP ownership, and which has been entered into with UCEM’s consent	Ownership will be determined in accordance with the terms of that agreement

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### 4.3 More than incidental use of UCEM's resources

Where a Creator creates, makes and/or develops IP outside the course of their programme of study or employment (as appropriate), but makes more than incidental use of UCEM's resources, the IP shall belong to UCEM.

IP will not generally be considered to have been created, made and/or developed with more than incidental use of UCEM's resources for the purposes of this paragraph 4 where:

- only an insignificant amount of UCEM funds has been used;
- only an insignificant amount of the time of the Creator in their capacity as Staff has been used;
- only insignificant UCEM resources have been used (e.g., office space, library and other general information sources, computers and/or office equipment); and
- the IP was created, made and/or developed during the personal, unpaid time of the Creator.

If any Creator is in any doubt as to what constitutes "*incidental use*" or "*insignificant*" within the meaning of paragraph 4.3, they should seek clarification in accordance with the Guidance Process.

### 4.4 Uncertainty about the ownership or potential value of IP

In the event that there is any doubt or uncertainty about the ownership or potential value of any IP, the Creator and UCEM should discuss the matter in accordance with the Guidance Process and then, if necessary, refer the matter in accordance with the dispute resolution procedure set out in paragraph 18.

## 5. Rights in relation to IP

### 5.1 The Creator's right to use IP

Where IP belongs to a Creator (including where UCEM has assigned IP to a Creator), the Creator:

- may control the use, management and/or commercialisation of, or perform any other actions consistent with ownership of, such IP (subject to any wider legal constraints); and
- grants to UCEM an irrevocable, non-exclusive, worldwide, royalty-free licence (with a right to sub-license) to retain, use, copy, modify, broadcast and make available (whether in hard copy or electronically, including on any UCEM learning environment) for academic, research, teaching, publicity, charitable and/or administrative purposes, such IP and any associated materials created, made and/or developed by them during the course of their programme of study or employment (as appropriate), with effect from the date of creation.

Where IP belongs to UCEM (including where a Creator has assigned to UCEM the IP they have created, made and/or developed), the Creator may perform any act consistent with any licence granted by UCEM to the Creator. Appendix B contains UCEM's template licence

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agreement upon which, unless otherwise agreed by the parties, the licence from UCEM to the Creator will be based.

### 5.2 UCEM's right to use IP

Where IP belongs to UCEM (including where a Creator has assigned to UCEM the IP they have created, made and/or developed), UCEM:

- may control the use, management and/or commercialisation of, or perform any other actions consistent with ownership of, such IP (subject to any wider legal constraints); and
- grants to the Creator, a non-exclusive, worldwide, royalty-free licence to retain, use, copy, modify, broadcast and make available (whether in hard copy or electronically) such IP for the purpose, and during the course, of their programme of study or employment at UCEM (as appropriate) only, but not for any commercial purpose (unless with UCEM's prior written consent).

Where IP belongs to a Creator (including where UCEM has assigned IP to a Creator), UCEM may perform any act consistent with the licence granted by the Creator under paragraph 5.1.

### 5.3 Moral Rights

To the extent that any moral rights (e.g., the right to be identified as the author or director, the right to object to derogatory treatment and/or the right not to suffer false attribution) exist in any copyright work which belongs to UCEM, UCEM generally require the relevant Creator to waive any of their moral rights, unless set out in a separate agreement.

UCEM will acknowledge the author of a work where the law requires or otherwise, where reasonably practicable.

## 6. Teaching Resources

### 6.1 Rights in Teaching Resources

IP in Teaching Resources created, made and/or developed by Staff during the course of their employment at UCEM shall belong to UCEM in accordance with paragraph 4.2 and provisions set out in paragraphs 5.2 and 5.3 shall apply to the IP in Teaching Resources.

## 7. Scholarly Materials

### 7.1 General

UCEM recognises and encourages Students and Staff to publish their Scholarly Materials.

### 7.2 Rights in Scholarly Materials

Ownership of Scholarly Materials created, made and/or developed by a Student or Staff during the course of their programme of study or employment at UCEM (as appropriate) shall be determined in accordance with paragraph 4.1 (in the case of Students) or paragraph 4.2 (in the case of Staff) and the provisions set out in paragraphs 5.2 and 5.3 shall apply to the IP in

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Scholarly Materials.

For the reason set out in paragraph 7.1, UCEM will not assert its right under paragraph 5.2 to control the use, management and/or commercialisation of, or perform any other actions consistent with ownership in relation to, copyright in Scholarly Materials which belong to UCEM.

Nevertheless, before taking any action in relation to copyright in Scholarly Materials which belong to UCEM, the Creator must ensure that the relevant Scholarly Materials do not include any other IP which belongs to UCEM and, if in doubt, the Creator should refer to paragraph 4.4.

For the avoidance of doubt, UCEM has not waived any other rights in Scholarly Materials which belong to UCEM.

## **7.3 Deposit of Scholarly Materials with UCEM's research repository**

Creators must, within one month of the creation of any published Scholarly Materials, archive a full version in UCEM's research repository.

# **8. General provision which applies to all Creators**

## **8.1 General**

Creators must take all reasonable steps to ensure that any IP which they create, make and/or develop which has (or may have) commercial and/or development potential is properly identified and fully disclosed to UCEM (in any format that UCEM requires) in a timely manner.

## **8.2 Maintaining appropriate records**

Creators must keep clear and accurate records in relation to any IP which they create, make and/or develop.

Creators should therefore ensure that all works, notes, reports, drawings, diagrams, laboratory notebooks, Tangible Research Materials, recorded know-how and other documents, whether originals or copies, are:

- dated;
- sufficiently detailed to identify the work and how it operates (where applicable); and
- kept in a safe and secure location (whether physical or electronic).

## **8.3 Confidentiality**

Maintaining confidentiality is essential, as any disclosure of Confidential Information may harm the commercial position of its owner (whether that be the Creator, UCEM and/or a Third Party) and in certain circumstances, may prevent the owner from securing appropriate IP protection.

All parties must therefore at all times:

- keep confidential any Confidential Information to which they have (and/or have

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had) access;

- only use Confidential Information for the purpose for which it was supplied; and
- ensure that they do not (whether accidentally or otherwise) disclose Confidential Information to any other party.

Any breach of this paragraph 8.3 may result in serious consequences, including action being taken by UCEM under the relevant disciplinary procedures.

## 8.4 Conflicts of interest

Each Creator must, as soon as reasonably practicable, report any actual or potential Conflict of Interest regarding IP and any related activities to the Dean and/or Associate Dean (Research) as the first point of contact (to cover both teaching and research) or Information Governance Manager as the point of contact (to cover copyright), and then Deputy Principal/University College Secretary as higher power.

Any failure to inform UCEM of any actual or potential Conflict of Interest in accordance with paragraph 8.4 may result in action being taken under the relevant UCEM conflicts of interest policy (currently Conflicts of Interest Policy, Version 3, Reading: UCEM, as the same may be updated by UCEM from time to time).

## 8.5 Working with UCEM

Each Creator shall provide all reasonable assistance to UCEM in the identification, protection and/or commercialisation of IP and shall collaborate with all other relevant parties.

Each Creator shall complete any document which UCEM reasonably requests, for example, in order to:

- disclose to UCEM any IP
- confirm IP creatorship and/or ownership;
- properly transfer (i.e., assign) to UCEM any right, title and/or interest they may have in any IP which they created, made and/or developed; or
- make UCEM aware of any Third Party contribution (whether financial, intellectual, resources or otherwise) to the relevant IP.

If any Student or Staff fails to complete any document which UCEM reasonably requests pursuant to this paragraph 8.5, UCEM may take action against them under the relevant disciplinary procedure.

UCEM will ensure that the Creators are informed about the progress of, and are involved in, the commercialisation of any IP which they create, make and/or develop (as appropriate).

## 8.6 Expiry of licences upon leaving UCEM and other provisions affecting leavers

Any licence granted by UCEM to any Creator to use IP which belongs to UCEM as outlined in paragraph 5.2 will terminate automatically with effect from the date upon which the Creator's programme of study or employment (as appropriate) at UCEM ends, subject to any contrary written agreement between the parties.

On request, and in any event before ceasing to be a Student or Staff (as applicable), each Creator must deposit with their Dean any IP and all notes, reports, drawings, diagrams,

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laboratory notebooks, Tangible Research Materials, recorded know-how and other documents (both originals and copies) which have been created, made and/or developed by them which belong to UCEM.

Former Students and Staff will continue to be bound by this Policy in relation to IP which belongs to UCEM (including where a Creator has assigned to UCEM the IP they created, made and/or developed) following the cessation of employment with UCEM.

## **9. Additional provisions for Students**

Where IP created, made and/or developed by a Student is assigned to UCEM, the revenue sharing provisions set out in paragraph 12 will apply to the Student as if they were Staff.

## **10. Additional provisions for Staff**

### **10.1 New Staff**

Neither Staff nor UCEM automatically own IP of any works created, made and/or developed by a Staff member during their previous employment.

Staff must not use any IP during the course of their employment which may potentially infringe the rights of any other party (e.g., a previous employer) unless they have first obtained in writing all relevant consents.

### **10.2 Leaving Staff**

Once their employment with UCEM ends (for whatever reason), Staff will not be automatically entitled to use any IP which they created, made, developed and/or used at UCEM until they have first obtained in writing all relevant consents.

Notwithstanding the previous paragraph, Staff members may make and retain a single print copy of any Teaching Resources created, made and/or developed by them during the course of their employment with UCEM for their personal use and/or for non-commercial academic and research purposes only. For the avoidance of doubt, Staff must not use any such Teaching Resources during any subsequent employment.

Subject to any contrary agreement, cessation of employment with UCEM shall not normally affect an individual's right to receive a share of income in accordance with paragraph 12.

### **10.3 Professional or honorary appointments at UCEM**

Subject to any contrary agreement, where an individual has a professional or honorary appointment with UCEM, they must adhere to, and will be treated under, this Policy as if they were Staff.

## **11. Commercialising IP**

If the Creators wish to commercialise IP which they created, made and/or developed, they must:

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- explore the possibility of commercialising that IP with UCEM, in accordance with the procedure set out in Appendix C; and
- if after consultation with UCEM, they determine not to commercialise the IP through UCEM, do so in accordance with the Creator-led procedure set out in Appendix D.

Although the interests of UCEM and Creators will often coincide, Creators are advised to seek independent advice, which will normally be at their own cost.

# 12. Revenue Sharing

## 12.1 General

Any income generated by the commercialisation of IP pursuant to the procedure set out in Appendix C shall belong to UCEM.

However, in the interests of encouraging the creation, development and identification of IP, UCEM will give due consideration to offering incentives to the Creator as appropriate.

UCEM will normally grant Creator a share of any Net IP Revenue generated by the commercialisation of IP, in accordance with this paragraph 12.

## 12.2 Distribution of Net IP Revenue

Normally, UCEM will:

- allocate 40% of the Net IP Revenue to the Creator (**'Creator's Revenue Share'**); and retain 60% of the Net IP Revenue to UCEM (**'UCEM Revenue Share'**), subject at all times to the exceptions detailed at paragraph 12.2.

This approach will not normally apply in the case of:

- Professional Appointments;
- any payment made by a Third Party for any Tangible Research Material (other than a payment in relation to the IP comprised within the Tangible Research Material), in which case, the Creator's Revenue Share will be paid to UCEM, or
- any Spin-Out Company or Student Start-Up Company, as set out in paragraph 13.

UCEM will normally only seek to retain a higher UCEM share than that set out in this paragraph 12.2 where UCEM has provided investment, a convertible loan and/or Commercialisation Services.

Where IP commercialised by UCEM is owned (either in full or in part) and/or funded by a Third Party, the revenue sharing provisions set out in this paragraph 12.2 shall be subject to any relevant agreement with, or obligation owed to, the Third Party.

## 12.3 No UCEM liability

UCEM will not accept any liability to any Creator if the Creator considers that the return achieved in relation to any commercialised IP is not the best financial return which could have been achieved.

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### 12.4 Distribution of the Creator's Revenue Share

Subject to any contrary written agreement between all of the Creators (which must be notified in writing to UCEM), where there is more than one Creator, the default position is that each Creator shall be entitled to an equal proportion of the Creator's Revenue Share as set out in paragraph 12.

Any dispute between Creators regarding the distribution of the Creator's Revenue Share shall be referred for consideration under the dispute resolution procedure set out in paragraph 18. No payments shall be made pending the outcome of that procedure.

Contributors are not normally entitled to any direct share of Net IP Revenue. However, the Creators may, at their discretion, allocate some of the Creator's Revenue Share to one or more Contributors, subject to the agreement of all of the Creators (which must be notified in writing to UCEM).

Any payments in respect of the Creator's Revenue Share pursuant to this paragraph 12 will be made in accordance with paragraph 3 of Appendix C.

#### 12.5 Distribution of UCEM Revenue Share

UCEM shall determine the internal distribution of UCEM's share, having regard to all the circumstances (including the aims set out in paragraph 1.2).

## 13. Spin-Out Companies and Student Start-Up Companies

### 13.1 General

UCEM recognises that allocating equity in a company may in some circumstances be an attractive alternative to revenue sharing (detailed at paragraph 12).

UCEM may (at its discretion) give consideration to the allocation of equity in a Spin-Out Company or a Student Start-Up Company where revenue sharing may not be available or appropriate.

### 13.2 Division of equity

Following the deduction of any Third-Party entitlement (where applicable), normally the remaining equity shall be divided as follows:

	<u>Spin-Out Company</u>	<u>Student Start-Up Company</u>
Creator's Equity Share	50%	70%
UCEM Equity Share	35%	15%
Performance-based share option pool	15%	15%

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UCEM will normally only seek to retain a higher UCEM share than that set out in paragraph 13.2 where UCEM has provided investment, a convertible loan and/or Commercialisation Services or other services.

Where IP commercialised by UCEM is owned (either in full or in part) and/or funded by a Third Party, the equity sharing provisions set out in this paragraph 13.2 shall be subject to any relevant agreement with, or obligation owed to, a Third Party.

### **13.3 Further provisions in relation to equity in a Spin-Out Company or a Student Start-Up Company**

Subject to any contrary written agreement between all of the Creators (which must be notified to UCEM in writing), where there is more than one Creator, the default position is that each Creator shall be entitled to an equal proportion of the Creator's Equity Share as set out in paragraph 13.2.

Any dispute between Creators regarding the distribution of the Creator's Equity Share shall be referred for consideration under the dispute resolution procedure set out in paragraph 18. No shares shall be issued pending the outcome of that procedure.

Contributors are not normally entitled to any direct equity share in a Spin-Out Company or a Student Start-Up Company (as appropriate). However, the Creators may, at their discretion, allocate some of the Creator's Equity Share to one or more Contributors, subject to the agreement of all of the Creators (which must be notified in writing to UCEM).

Prior to issuing any shares in a Spin-Out Company or Student Start-Up Company to a Creator or a Contributor, the Creator or Contributor (as appropriate) must provide to UCEM the items detailed in paragraph 4 of Appendix C.

Each party is entitled to retain the share sale proceeds, dividends and/or any other financial benefit derived from their equity in a Spin-Out Company or Student Start-Up Company (as appropriate).

The other terms applicable to the shareholdings in a Spin-Out Company or Student Start-Up Company will vary depending upon the circumstances and as agreed between UCEM, the Creators and any Third Party.

## **14. Recovery of costs by UCEM**

Unless otherwise agreed, all expenditure incurred by UCEM in relation to the commercialisation of IP shall be recoverable from the relevant Creators, Spin-Out Company, Student Start-Up Company or licensees (as appropriate).

UCEM shall not seek to recover any expenditure incurred in relation to external grant awards designed for innovation projects;

- any assignment of IP to a Spin-Out Company or Student Start-Up Company shall be conditional on the assignees having first paid to UCEM in full any patent expenses reasonably incurred by UCEM (as appropriate) as at the date of assignment; and
- any patent expenses reasonably incurred by UCEM (as appropriate) as at the date of grant of any commercial licence by UCEM shall be recoverable as a deduction from any Gross IP Revenue generated in relation to the relevant IP.

# 15. Open Licensing

UCEM recognises that protection and/or commercialisation of IP may not always be appropriate and that in some circumstances it is normal academic practice to make works available on an open licence basis.

If, having regard to all the circumstances (including their obligations under paragraph 8.1), a Creator considers that any copyright work which they have created, made and/or developed in furtherance of academic research (and excluding Teaching Resources) should be made available on an open licence basis, the Creator may that copyright work using a recognised open licensing resource (e.g. Creative Commons), selecting the appropriate permissible uses.

If in any doubt about the ownership or potential value of any IP being considered for open licensing under this paragraph 15, the Creator should refer to paragraph 4.4.

# 16. Respecting the IP of others

## 16.1 General

Students and Staff must respect and must not knowingly or recklessly do any act which would infringe, IP which belongs to any other party.

## 16.2 Using IP which belongs to any other party

Where a Student or member of Staff intends to use IP which belongs to any other party (including UCEM), prior to any such use, they must ensure that (where appropriate):

- the intended use is authorised by the terms of a collective (or blanket) copyright licence (e.g., a CLA (Copyright Licensing Agency) licence or ERA (Educational Recording Agency) licence);
- the intended use falls within one of the statutory exceptions to copyright;<sup>2</sup> or
- they obtain the written permission of the relevant rights-holder to the intended use (either in a formal licence or otherwise).

Where a Student or Staff member determines that this paragraph 16.2 applies, they should:

- document their assessment and the reasons for it; and
- comply with the requirements of that licence and/or statutory exception (as appropriate).

Students and Staff must not use any IP which belongs to any other party unless this have complied with this paragraph 16.2 applies. **Any failure to comply with this may constitute IP infringement and could have serious ramifications, including legal action being taken against the party responsible for the infringement.**

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<sup>2</sup> GOV.UK (2023) 'Exceptions to copyright', GOV.UK [online]. Available at: [www.gov.uk/guidance/exceptions-to-copyright](https://www.gov.uk/guidance/exceptions-to-copyright) [accessed 22 June 2023]

## Intellectual Property Policy

### 16.3 Requests to use IP which belongs to UCEM

#### IP liaison officer key contact

**The Deputy Principal and University College Secretary** – is the designated governance central point of contact within UCEM for all Intellectual Property queries. Contact details are as follows: Deputy Principal and University College Secretary – Governance, University College of Estate Management, Horizons, 60 Queen’s Road, Reading RG1 4BS or via [deputyprincipal@ucem.ac.uk](mailto:deputyprincipal@ucem.ac.uk) Any request pursuant to paragraph 15.2 to use:

- a copyright work which belongs, or is licensed, to UCEM must be sent to the Information Governance Manager within the Library; and
- any other IP which belongs, or is licensed, to UCEM must be sent to the Deputy Principal and University College Secretary with overall responsibility for IP (or their nominee).

For the avoidance of doubt, any request to use UCEM’s name and/or logo for any purpose must be sent to the Deputy Principal and University College Secretary with responsibility for IP (or their nominee).

### 16.4 Infringement of rights

If any Student and/or Staff suspects, or becomes aware of, any potential or actual infringement of IP which belongs to UCEM by any other party (or vice versa), they must:

- immediately notify the Deputy Principal and University College Secretary with responsibility for IP (or their nominee), providing full details of the nature of the infringement; and
- provide all further assistance as reasonably required.

Any person who is not a Student and/or Staff who suspects, or becomes aware, that any IP may potentially or actually infringe the rights of any other party (including rights related to the protection of IP, privacy and/or reputation) must contact UCEM’s Copyright Guidance Service [University UCEM procedures](#).

### 16.5 Use of Artificial Intelligence

Where an Artificial Intelligence (AI) platform is used, it is important to check the terms and conditions of the relevant platform to assess the terms on which the output is being provided (in particular the terms as to who owns the IP in the output).

The use of AI in IP will also need to comply with any relevant laws and regulations in place in the UK at the time.

## 17. Social responsibility

UCEM will not promote, support or commercialise any IP-related project which it considers:

- would create difficulties for UCEM in relation to its status as a socially and environmentally responsible institution; and/or
- may adversely affect its reputation.

# 18. Dispute Resolution

## 18.1 Initial referral

Any dispute in relation to a matter arising under, or the interpretation of, this Policy shall initially be referred to UCEM in accordance with the Guidance Process.

## 18.2 Subsequent referral

If the dispute has not been resolved within six weeks of it being referred to UCEM in accordance with the Guidance Process, it will be referred to the Deputy Principal and University College Secretary with responsibility for IP for mediation.

The Deputy Principal and University College Secretary with responsibility for IP (or their nominee) may at their sole discretion refer the matter to an Ethics Panel or Research Committee within UCEM for determination.

## 18.3 Appeal

If a party disagrees with any decision of the IP Panel, they shall have a right to appeal to the Deputy Principal and University College Secretary (or their nominee), whose decision shall be final. For the avoidance of doubt, there shall be no further right of appeal.

Where a party to a dispute is a Student, they may be accompanied during any appeal meeting by a fellow student, a representative from UCEM or a member of staff of their choice, who may support and/or assist the Student, but shall not make any statement or ask or answer any question on behalf of the Student.

## 18.4 Breach of this Policy

In the event that any Student or Staff breaches any term of this Policy, UCEM may refer the matter for consideration and take any action it considers appropriate under the relevant UCEM code, policy and/or procedure.

# 19. General

## 19.1 Questions

Any question regarding the interpretation or current status of this Policy should be referred to the Deputy Principal and University College Secretary with responsibility for IP (or their nominee).

## 19.2 No waiver of UCEM's rights

UCEM may waive or modify its rights in any IP by written agreement with the relevant parties.

No failure or delay by UCEM to exercise any right or remedy provided under this Policy or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

## Intellectual Property Policy

### 19.3 Review and Amendments

This Policy will be reviewed periodically and may be amended from time to time. Please ensure you consult the latest version.

# Intellectual Property Policy

## Appendix A: Glossary of terms/definitions

In this Policy the following capitalised words, acronyms and phrases have the meanings attributed below:

**‘Associate Tutor’** means, in relation to an individual registered for work with UCEM, or due to undertake work having accepted a contract, or undertaking work under a contract, that individual while in their capacity as Staff at UCEM.

**‘Collaborator’** means any individual or organisation contracted to do work for or with UCEM through a consultancy agreement, collaboration agreement or other contract or subcontract. An individual collaborator may be self-employed or staff of another organisation.

**‘Commercialisation’** means any utilisation or exploitation of IP intended to generate value of any kind (except the delivery of courses by UCEM) (and **‘commercialise’** shall be construed accordingly).

**‘Commercialisation Services’** means any services provided to a Creator in connection with the Commercialisation of IP.

**‘Confidential information’** means information that is not publicly available, that has (or may have) commercial value because of its confidential nature and for which the owner has made reasonable efforts to keep confidential. It includes, for example:

- (a) know-how;
- (b) research results;
- (c) trade secrets;
- (d) technical/operational performance and business data;
- (e) marketing and business plans; and
- (f) target customer and sales lists.

**‘Conflict of Interest’** means any personal interest that may (or might reasonably be deemed to) compromise impartiality, conflict with duties as Staff or result in private benefit.

**‘Contributor’** means any Student and/or Staff who:

- (a) is not a relevant Creator; and
- (b) works on IP.

**‘Creator’** means a person responsible (either individually or jointly with others) for the creation of IP which may be commercially valuable, including any:

- (a) inventor of an invention;
- (b) creator of a IP;
- (c) person who obtains, verifies or presents the contents of a database (or seeks to do so);
- (d) breeder, discoverer and/or developer of a plant variety; and/or
- (e) developer of know-how, which is of standalone importance, separate from other IP (excluding copyright in works which describe such know-how),

and who is a Student or Staff at the time of such creation.

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**‘Creator’s Equity Share’** means the equity in a Spin-Out Company, or a Student Start-Up Company (as appropriate) allocated to the Creators as set out in paragraph 13.3.1.

**‘FOIA’** means the Freedom of Information Act 2000.

**‘Gross IP Revenue’** means all revenue received by UCEM in relation to the commercialisation of a particular IP (prior to any deductions for any IP Expenses) and includes any sums received pursuant to:

- (a) the sale of IP;
- (b) option, upfront, milestone and/or royalty payments;
- (c) license fees;
- (d) evaluation fees;
- (e) commissions; and
- (f) direct sales of products and/or services; and/or any other consideration received in lieu of payment.

**‘Guidance Process’** means the process by which guidance on, and issues arising from, this Policy should be sought from UCEM as described in paragraph 1.3.

**‘Income’** means income actually received by UCEM upon exploitation of IP (including royalties, up-front payments, sale of equity, traded rights or dividends) after deduction of identified costs (including legal costs and fees, and contingent repayable loans due to a third party). For avoidance of doubt, ‘Income’ does not include consideration in exchange for research, services or facilities.

**‘Intellectual Property’ or ‘IP’** means any creative output in which IP Rights may arise (whether automatically or upon successful application) and includes:

- (a) literary works (including publications in respect of research results) and associated materials (such as drafts, data sets and laboratory notebooks);
- (b) musical works including any accompanying words;
- (c) dramatic works including any accompanying music;
- (d) pantomimes and choreographic works;
- (e) pictorial, graphic, and sculptural works (photographs, prints, diagrams, models, and technical drawings);
- (f) motion pictures and other audio-visual works;
- (g) sound recordings;
- (h) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, typographical arrangements, multimedia works, photographs and drawings;
- (i) symbols, brand names and images;
- (j) computer programmes;
- (k) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- (l) inventions;
- (m) designs including layout designs (topographies) of integrated circuits;

## Intellectual Property Policy

- (n) mask works;
- (o) architectural works;
- (p) plant varieties and related information; and
- (q) inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology.

which is conceived, or developed by Staff, Students, Collaborators and/or Sponsors.

**'IP Expenses'** means all out-of-pocket expenses incurred by UCEM commercialisation of a particular IP, for example:

- (a) any payments reasonably made by UCEM to any Third Party for securing, maintaining and enforcing the protection of IP (e.g., patent and/or litigation expenses);
- (b) any applicable tax (including VAT);
- (c) any employment-related or other taxes due on payments to Creators and/or Contributors (where applicable);
- (d) making, shipping or otherwise distributing products, processes or services that embody the particular IP;
- (e) any payment due to a Third Party under the terms of an agreement with, or obligation owed to, a Third Party (e.g., revenue sharing); and
- (f) any other expense reasonably incurred by UCEM.

**'IP Rights'** means patents, utility models, plant breeders rights, rights to inventions, copyright, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**'Net IP Revenue'** means the Gross IP Revenue less the IP Expenses.

**'Policy'** means this intellectual property policy as the same may be updated by UCEM from time to time.

**'Professional Appointment'** means any Staff employed in a professional services role whose job description includes the creation of IP or who is (or becomes) engaged or involved in work relating to applied contracts or collaborative projects between UCEM and external Third Parties and/or UCEM's own projects, whether or not such work has a commercially specific purpose.

**'Scholarly Materials'** means all copyright works created, made and/or developed by Students and/or Staff in their area of expertise in the furtherance of an academic career and/or the dissemination of knowledge, but excluding Teaching Resources or computer software. Scholarly Materials include:

- (a) books or e-books (including contributions thereto);
- (b) academic journal articles;
- (c) research grant applications;
- (d) conference papers and related presentations;

## Intellectual Property Policy

- (e) notes created, made and/or developed for a Staff members personal use;
- (f) theses and dissertations;
- (g) non-fiction, novels and poems;
- (h) video or film material; and
- (i) works of fine art.

**'Spin-Out Company'** means a company in which UCEM has, or has had, an interest which was established or (if it was dormant) made active with a view to commercialising its IP.

**'Sponsor'** means any external funder of a project including charities, industry, Public Statutory Regulatory Bodies (PSRBs).

**'Staff'** means individuals who are employees, workers, or other individuals with no employment status, working for UCEM under a formal contract, whether that contract be one of employment, work, for services, or via a third party such as an agency or associated partner organisation or institution. This also includes persons for whom UCEM has bestowed honorary titles and appointments (for example, but not limited to "visiting", "fellow" or "emeritus").

**'Student'** means any person registered or studying on any programme of study at UCEM (whether undergraduate or postgraduate, whether on a full-time or part-time basis and irrespective of the mode of study). Students include taught students, undergraduates, apprentices, Post-graduate Taught, Post-graduate Research and those who have interrupted their studies or who have taken an intercalated programme.

**'Student Start-Up Company'** means a company set up where a Student Creator has, or has, elected to assign their IP to UCEM, in exchange for the Commercialisation Services provided by UCEM.

**'Tangible Research Materials'** means items produced in the course of research projects and includes biological materials, engineering drawings, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams, equipment and associated research data.

**'Teaching Resources'** means resources (in any format) that are primarily intended to be used or accessed by Students at any level for the purpose of any course of study including:

- (a) course guides, handouts, on-line materials (including annotated scores and manuscripts);
- (b) presentation materials (including lecture notes, slides, animations, graphics, interactive software and other audio-visual materials);
- (c) instruction manuals;
- (d) artefacts (including models and apparatus for practical demonstration and experimental work);
- (e) assessment and examination questions;
- (f) artefacts (including models and apparatus for practical demonstration and experimental work); and
- (g) assessment and examination questions.

**'Third Party'** means any person (whether natural or otherwise) who is not a Student, Staff or UCEM.

**'UCEM'** means University College of Estate Management as further described in paragraph 1 of

## Intellectual Property Policy

this Policy.

**'UCEM Equity Share'** means the equity in a Spin-Out Company or a Student Start-Up Company (as appropriate) allocated to UCEM.

**use of UCEM's resources** means use of any UCEM resource, including:

- (a) funds, facilities and/or resources (including equipment and/or consumables) of UCEM;
- (b) any Staff and/or a staff member of UCEM outside that individual's personal, unpaid time; and
- (c) UCEM's name, for which UCEM has not been separately paid or fully reimbursed.

# Appendix B: Draft Example License Agreement

## LICENCE AGREEMENT NUMBER:

### 1. THE PARTIES

This Agreement is between:

- (a) **LICENSOR**                      **University College of Estate Management (UCEM)** of  
Horizons, 60 Queen's Road, READING RG1 4BS, UK.

and

- (B) **LICENSEE**                      **[INSERT NAME]** of **[INSERT ADDRESS]**

For the use the following **UCEM Study Materials** (“**LICENSOR’s MATERIALS**”) for educational purposes:

#### **UCEM Study Papers**

Paper 0168	“Plain English for award and decision writing”	(28 pages)
Paper 8090	“Adjudicator’s decision – Example 1”	(18 pages)
Paper 8091	“Adjudicator’s decision – Example 2”	(50 pages)
Paper 8094	“Adjudicator’s decision – Example 3”	(44 pages)
Paper 8095	“Adjudicator’s decision – Example 4”	(22 pages)
Paper 8096	“Adjudicator’s decision – Example 5”	(14 pages)

### 2. LICENSOR’s MATERIALS

The LICENSOR’s data and material contained within the LICENSOR’s MATERIALS are protected by copyright, database and other intellectual property rights which are owned by the LICENSOR (University College of Estate Management – UCEM).

### 3. SUPPLY AND LICENCE

The LICENSOR grants the LICENSEE, subject to the terms and conditions of this Agreement including its Schedules, a non-exclusive non-transferable licence to reproduce the LICENSOR’s MATERIAL for 12 (twelve) months (the “LICENCE PERIOD”) from the date the contract is fully signed for the purpose of:

- 3.1 educational and training purposes only ("the Purpose") and for no other purposes.
- 3.2 The Purpose shall not include:
  - 3.2.1 The placing of the Product or a link to the Product on any external server.
  - 3.2.2 The download of the product to a local hard disc or network except as specified in Clause 3 of this Licence.

# Intellectual Property Policy

Except as above and unless otherwise permitted by law, no part of the Product may be copied, recompressed, reproduced, adapted, translated, modified, decompiled or reduced into any electronic or other form without the prior written consent of the LICENSOR.

The LICENSEE will ensure that only its registered students and staff ("the end users") will have access to the LICENSOR's MATERIAL via a password-protected Virtual Learning Environment or Intranet and that all such end users will understand and agree to abide by the rights of the LICENSOR. The LICENSEE will ensure that the LICENSOR's MATERIAL is made available as read-only material and not downloadable by end users. The LICENSEE will indemnify the LICENSOR against any infringement of the LICENSOR's rights by any person who has access (whether authorised or otherwise) to the LICENSOR's MATERIAL arising as a result of this Licence.

## 4. FEES

The LICENSEE will pay a non-refundable fee of, for example, £25.00 plus VAT (for each Study Paper identified above as part of the LICENSORS MATERIALS) for use of the LICENSORS MATERIALS. This Agreement will automatically renew on an annual basis, if the LICENSEE continues to use the LICENSOR'S MATERIALS after the first 12 (twelve) months. The LICENSEE will be request payment by invoice.

## 5. TERMS AND CONDITIONS OF USE:

The LICENSOR's MATERIAL must be reproduced without alteration. Each UCEM Study Paper must be referenced correctly and acknowledge University College of Estate Management (UCEM) as the owner and source of the copyright. Suggested wording

"<UCEM LOGO> Reproduced with Permission of University College of Estate Management."

## 6. DISCLAIMER

The Product contains only general guidance and is produced for educational and training purposes only and does not constitute legal or financial advice. The Licensor cannot be held responsible for any action (or decision to take action) made in reliance on the content of the Product.

## 7. TERM AND TERMINATION

The Agreement shall commence as of the Effective Date and shall continue for a period of 12 (twelve) months and shall automatically renew for additional period of 12 (twelve) months, unless either party provides written notice of non-renewal to the other part, not less than sixty (60) days prior to the expiration of any term.

The LICENSOR may terminate the LICENSEE's right to use the LICENSOR's MATERIAL immediately if the LICENSOR does to comply with these terms. The LICENSOR may not rent or lease or sell or transfer copies of the Product or any part of it to any other educational institution, company, partnership or individual.

## 8. ASSIGNMENT

## Intellectual Property Policy

This Agreement (including the licence granted hereunder) shall not be assigned or transferred by the LICENSSEE to another party without prior written agreement of the LICENSOR.

This Agreement and any attached Appendices comprise the Agreement for which the duly authorized representatives below have agreed and signed on behalf of the PARTIES.

### LICENSOR

Signature

Name (print)

Position

Date

### LICENSEE

Signature

Name (print)

Position

Date

# Appendix C: Commercialisation Procedure

## 1. Disclosure and evaluation

### Initial steps

**1.1.** The Creator must, if they wish to explore the possibility of commercialising IP, obtain **written approval in principle** from the **Associate Dean (Research)**.

**1.2.** Subject to having obtained relevant approval under paragraph 1.1 of this Appendix C, the Creator must complete a Disclosure and Evaluation Form (in the form set out in Appendix E) and submit it to UCEM.

**1.3.** UCEM shall, as soon as reasonably practicable after submission of the Form, determine (at its sole discretion) whether and (where applicable) how to protect and/or commercialise the relevant IP, having regard to all the circumstances. UCEM's decision shall be final and there shall be no right to appeal that decision within UCEM.

**1.4.** UCEM will inform the Creators of its decision under paragraph 1.3 of this Appendix C, as soon as reasonably practicable.

### Decision to commercialise IP

**1.5.** If UCEM determines to commercialise the relevant IP (either in whole or in part), it shall, in a timely manner, take any steps it considers appropriate to protect and Commercialise that IP as further detailed in paragraph 2 of this Appendix C, subject to having first made reasonable endeavours to consult with the Creators.

### Decision not to commercialise IP

**1.6.** If UCEM determines not to commercialise the relevant IP at any stage (for any reason), the Creators may submit a request to UCEM that UCEM assigns to the Creators its rights, title and interest in the relevant IP (as appropriate).

**1.7.** If UCEM receives from the Creators a request pursuant to paragraph 1.6 of this Appendix C, UCEM, will as soon as reasonably practicable:

**1.7.1.** determine whether to grant any such request, having regard to all the circumstances; and

**1.7.2.** respond to the request in writing, outlining its decision.

**1.8.** If UCEM determines to grant any request made under paragraph 1.6 of this Appendix C:

**1.8.1.** UCEM shall complete any documents reasonably required by the Creators to assign UCEM's rights, title and interest in the relevant IP; and

**1.8.2.** the revenue-sharing principles set out in paragraph 12 shall apply.

**1.9.** If UCEM determines not to grant any request made under paragraph 1.6 of this Appendix C, the Creators may refer the matter to the Associate Dean (Research), whose decision shall be final.

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## 2. Commercialisation

### General

**2.1.** If UCEM determines that the relevant IP should be commercialised it shall, in a timely manner, take reasonable steps to protect and commercialise the relevant IP via the most appropriate mechanism having regard to all the circumstances (e.g. licensing or assigning the IP or creating a Spin-Out Company to which the IP is licensed and/or assigned).

**2.2.** Regardless of the mechanism adopted, the arrangement must be recorded in an agreement which:

**2.2.1.** sets out the respective rights and obligations of the relevant parties;

**2.2.2.** retains for UCEM an irrevocable, non-exclusive, worldwide, royalty-free licence (with a right to sub-license) to retain, use, copy, modify, broadcast and make available (whether in hard copy or electronically, including on any UCEM virtual learning environment) for academic, research, teaching, publicity, charitable and/or administrative purposes, all relevant IP, together with any associated materials, with effect from the date of creation;

**2.2.3.** to the extent possible, prohibits the “shelving” or “mothballing” of the IP or its use in any manner which is illegal, unethical or which may bring UCEM into disrepute; and

**2.2.4.** seeks to limit UCEM’s liability as far as commercially reasonable having regard to all relevant circumstances.

### Timescale

**2.3.** UCEM and the Creators should set a reasonable initial timescale with regular review points. However, all parties must recognise that circumstances may change.

**2.4.** If the Creators consider that UCEM is not acting in a timely manner, they may bring the matter to the attention of the Associate Dean (Research) in the first instance and, if not resolved to their satisfaction, must follow the Dispute Resolution procedure set out in paragraph 18.

## 3. Payments

### General

**3.1.** Payments made pursuant to paragraph 12 will be made by UCEM to the Creators and/or Contributors (where applicable) on a periodic basis, in accordance with any agreement made between the parties. Payments to Creators and/or Contributors who were Staff at the time the relevant IP was created, made and/or developed will be made via payroll (for so long as they remain on the payroll).

**3.2.** The agreement between the parties must include (and any payment to a Creator pursuant to paragraph 12 will be conditional on):

**3.2.1.** an agreement that the Creator will make a relevant declaration on all appropriate tax returns; and

**3.2.2.** an indemnity against all tax, national insurance, interest and penalties payable (whether now or in the future) as a result of entering into the agreement; and

## Intellectual Property Policy

**3.3.3.** an obligation that the Creator will provide UCEM with any other relevant financial information reasonably requested by UCEM.

**3.3.** UCEM will make any applicable deductions prior to making any payment under paragraph 12.

**3.4.** Creators and/or Contributors will be entitled to receive their Creator's Revenue Share or Contributor's Revenue Share respectively for as long as UCEM receives Gross IP Revenues in respect of the relevant IP. For the avoidance of doubt, any entitlement to receive a Creator's Revenue Share or a Contributor's Revenue Share shall survive termination (for whatever reason) of the Creator's or Contributor's employment, enrolment or other relationship with UCEM (as appropriate).

**3.5.** In the event of the death of a Creator or a Contributor, the Creator's Revenue Share or the Contributor's Revenue Share (as appropriate) and their right to it shall pass to their estate, subject to any contrary agreement made between the parties.

### Contact and banking details

**3.6.** Each Creator and/or Contributor shall ensure that it provides UCEM with their current banking and contact details for the purpose of paying their revenue shares.

**3.7.** If UCEM pays any sum into an incorrect account as a result of information supplied to it by a Creators or Contributor being incorrect or out of date, the payment will be deemed to have been duly and properly made and UCEM shall have no liability to the Creator or Contributor in connection with that payment.

### Unclaimed payments

**3.8.** In the event that UCEM, having used reasonable efforts, is unable to locate a Creator and/or Contributor in order to effect any payment under paragraph 12, any unclaimed payment will be held in reserve for a minimum of 3 years from UCEM's initial attempt to make the payment.

**3.9.** If any such payment remains unclaimed after the expiry of the period referred to at paragraph 3.8 of this Appendix C, the Creator's and/or Contributor's right to receive any such payments shall be forfeited and the sum will revert to UCEM, which may use any such sums, together with any interest thereon, to support UCEM's research and innovation activities.

**3.10.** UCEM will not act as a trustee in relation to any such unclaimed payments.

### Disputes regarding revenue sharing

**3.11.** Any dispute regarding the distribution of Net IP Revenue shall be referred for consideration under the dispute resolution procedure set out in paragraph 18. No payments shall be made pending the outcome of that procedure.

# Appendix D: Creator-led Commercialisation Procedure

## 1. Applications

**1.1.** If all Creators of any IP determine not to commercialise that IP through UCEM, they may submit an application to the Associate Dean (Research) requesting that the relevant IP be assigned to the Creators and setting out how they propose to commercialise the IP outside UCEM.

**1.2.** Any application under paragraph 1.1 of this Appendix D, must:

- 1.2.1.** specify the IP to which it applies;
- 1.2.2.** be signed by all of the Creators of the IP;
- 1.2.3.** include a plan for the commercialisation; and
- 1.2.4.** be submitted within 12 months of the IP being disclosed to UCEM in accordance with paragraph 8.1.

**1.3.** Following receipt of a valid application in accordance with paragraph 1.2 of this Appendix D, the Associate Dean (Research) will first discuss the matter with UCEM and then will determine (at their sole discretion) whether to grant the application, having regard to all the circumstances.

**1.4.** If the Associate Dean (Research) grants the Creators' application UCEM will assign its rights, title and interest in such IP to the Creators, subject to the Creators agreeing to:

- 1.4.1.** any relevant terms required by UCEM, including the standard revenue share or equity share set out in paragraphs 12 and 13 respectively; and
- 1.4.2.** reimburse UCEM for any reasonable expenditure incurred in connection with the relevant IP (including any fees incurred in relation to patents).

## Intellectual Property Policy

# Appendix E: Disclosure and Evaluation

The purpose of this form is to record and provide information for the evaluation of created IP which are of potential commercial value. It is important that UCEM has an idea of the potential commercial value of the technology, the target markets, and the competitors.

All potential Creators must be listed on this form.

Please complete details for each creator, continue on a separate page if necessary.

Name			
Title			
Staff/Student status*			
Home Address			
Email			
Telephone			
Nationality			

\* Staff, UG/PGT student (please state degree), PGR student or academic visitor.

# Intellectual Property Policy

## 1. Title of Creation

<b>1.1</b>	<b>Please write a short descriptive title that we can use for your creation.</b>
<b>1.2</b>	<b>What is it? (please select as appropriate)</b> Material/compound Process/method Software Device/prototype Diagnostic Teaching/Learning Materials Service *Other <i>*if "other" please describe:</i>
<b>1.3</b>	<b>When and where was the invention first described in writing?</b>

# Intellectual Property Policy

## 2. Description of Creation

Please include a description of the creation, writing as much as is needed. Please also attach relevant drawings, data etc.

<b>2.1</b>	<b>What is the purpose of the creation?</b>
<b>2.2</b>	<b>What problem does it solve?</b>
<b>2.3</b>	<b>What are the key novel elements of the creation?</b>
<b>2.4</b>	<b>What are the advantages and disadvantages of this creation compared to existing work?</b>
<b>2.5</b>	<b>Please describe why this creation is not obvious to someone who is knowledgeable in the area?</b>
<b>2.6</b>	<b>What development stage is the creation at?</b>
<b>2.7</b>	<b>What other implementations/variations of this creation would be possible?</b>
<b>2.8</b>	<b>What would the final creation be used for?</b>
<b>2.9</b>	<b>Are there any other uses for the creation?</b>

# Intellectual Property Policy

## 3. Disclosure

It is important for UCEM to know if your creation has been made public, as this may affect the strength of any patent application and the commercial potential.

# Intellectual Property Policy

<b>3.1 To whom have details of the creation been disclosed?</b>
<b>3.2 What confidentiality obligations (if any) have the recipients of the details of the creation agreed to?</b>
<b>3.1 Written disclosures</b> Please list, with dates, any past and planned written publications presenting the creation or data in this creation (journal papers/abstracts/posters/internet/other). i). Past:  ii). Planned:
<b>3.2 Oral disclosures</b> Please list, with dates, any past and planned oral disclosures of the creation (e.g. presentations at internal or external seminars, disclosure to a company under a confidentiality agreement etc) and any demonstrations of the creation. i). Past:  ii). Planned:
<b>3.3 Future work</b> Please briefly outline any future research or development work that is planned for this creation:
<b>3.4 Prior work</b> i). Have you looked in the literature for any related articles, papers or patents? If so, please give details, listing references when possible. The information should cover the state-of-the-art prior to your creation, and should include patent applications, key scientific literature and/or public oral communications. ii). Please also list your own publications (including articles, abstracts, posters, www) which are in the field, and which are not listed above.

## 4. Research Funding

# Intellectual Property Policy

UCEM must know whether other organisations may have rights to your invention or to any technology that you have developed, so that we can reach agreements with them over our respective protection and exploitation rights.

## 4.1 Period of research relevant to the creation of the intellectual property

From:

To:

## 4.2 Was the research leading to this intellectual property during that period or any part of it, funded in whole or in part by a third party? (e.g. company, charity, research council, government)

If 'NO' please state how the work was funded? (e.g. UCEM):

If 'YES' please name the third party and the grant(s)/funding received:

Funding source	Grant/contract period	Project code

## 4.3 If applicable, please list any third party owned materials and/or know-how that this invention uses, including the name of the third party:

## 4.4 Were any of the above materials obtained under a Materials Transfer Agreement (MTA)? (Y/N)

If 'YES' please name the Company/Institution with which the Agreement was made:

If 'NO' on what basis were you given them:

## Intellectual Property Policy

**4.5 Is this invention linked to the subject matter of other research agreements, MTAs, consultancies or other contracts (not listed above) that currently exist, or have expired, or are being negotiated? (Y/N)**

If 'YES' please provide details:

**4.6 Was other company funded research taking place in your group during the period in question? (Y/N)**

If 'YES', please list the source of the funding, dates of the grant, and whether it was in a closely related, broadly related or not related subject area:

Funding source	Grant/contract period	Closely, broadly or not related area

### 5. Creators' contributions

**5.1 Please give a brief description of each of the roles of those named in this invention disclosure:**

### 6. Signatures

Each person listed as an inventor should sign and date in the space below. By signing this document, you verify that the information given above is correct to the best of your knowledge and belief and you verify that you have read and understood UCEM Code of Practice on Intellectual Property, Commercial Exploitation and Financial Benefits.

Name	Signature	Date

### 7. Signed by the Associate Dean (Research) or representative:

Name:

Date: