



University of London – Policy on Intellectual Property Rights

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Preamble

1. The objects of the University of London, as set out in its Statutes, are: 'for the public benefit, to promote education of a university standard and the advancement of knowledge and learning by teaching and research; and to encourage the achievement and maintenance of the highest academic standards' (Statute 2.1: Objects of the University).
2. As part of that purpose, and in line with its duties as an exempt charity, the University:
 - i. encourages its employees, fellows and students to develop and recognise intellectual property;
 - ii. commits itself to disseminating, for public benefit, works developed by its employees and students, including making them freely available where appropriate, or to exploiting intellectual property rights in such works with appropriate sharing of benefits; and
 - iii. makes all reasonable efforts to respect the intellectual property rights of third parties.

Scope of policy

- i. any fee charged for access to the intellectual property will be reasonable and necessary in order to carry out the University's aims;
- ii. revenue or other benefits realised from exploiting rights may be shared with employees or students who created the relevant intellectual property, as described in paragraphs 24–27 () and 46-50 () and Annex 3 (); and
- iii. any private benefits realised by employees, students or third parties in relation to intellectual property developed through work by, with or on behalf of the University will be necessary and reasonable in relation to the University's objects and charitable status.

Part B: Intellectual property policy in relation to work created by employees of the University

13. The provisions of this part of the policy refer to staff employed by the University of London or one of its Central Academic Bodies or Central Activities, whether seconded or not seconded, whether academic, administrative, technical or other staff, and whether employed on a permanent, fixed-term or temporary contract.
14. The provisions of this part of the policy also refer to research fellows in relation to work that they undertake for the University or one of its Central Academic Bodies, whether or not they are paid by the University. In particular:
 - i. Where research fellows who hold a University Fellowship undertake work on a University research project, they will be bound by the provisions of this policy.
 - ii. Research fellows will also be bound by any specific provisions relating to intellectual property in relation to each research project that they work on; for example, where research is funded by a private sponsor, the research agreement may give the sponsor certain intellectual property rights.
 - iii. Visiting fellows or other visiting academics will also be bound by this policy in so far as they undertake work on any University research project or otherwise use University facilities.
 - iv. Where visiting fellows also hold an academic position at another institution or undertake work for another employer, it is their responsibility to avoid conflicts between their duties to the University and any obligations they owe to that other institution or employer in relation to intellectual property rights. If visiting fellows need assistance they should contact the management of the Central Academic Body.
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Part C: Intellectual property policy in relation to work commissioned or funded by or on behalf of the University

29. In commissioning or funding work, the University must comply with its objects and charitable status. This means, among other things, that it has a duty to secure such intellectual property rights as are necessary to support its educational work and to allow the University to make work publicly available where appropriate.
30. In commissioning or funding work on behalf of the University, and in reaching agreements on non-commercial collaborative ventures for which work may be commissioned or funded, its managers and employees should ensure that any agreement includes clear provisions on ownership and use of intellectual property rights. The University recommends the Brunswick research agreement models as a useful example of good practice for research projects (see Annex 4).
31. It may not always be necessary or appropriate for the University to own full rights in all intellectual property that is created in the course of work that it has commissioned or funded, but managers and employees should ensure that any agreement gives the University sufficient rights to protect its interests. In the case of agreements to produce academic teaching materials, this may include requiring the author to waive her or his moral rights so that the University is free to adapt and revise materials without further input from that author.
32. Where the University does seek to retain full rights in all intellectual property that is created in the course of work that it has commissioned or funded, it should in general aim to respect the moral rights of that author by identifying them as the author of the work.
33. Agreements should also contain provisions to recognise the intellectual property rights of third parties. For example, authors engaged to produce work for the University should be required to warrant that the work they submit is original and to indemnify the University against intellectual property claims from third parties.
34. In case of doubt, managers and employees should seek advice from the University's Director of Legal Services in drawing up any such agreement.

Part D: Intellectual property policy in relation to work which the University has been commissioned or funded to undertake

- i. It may be reasonable to delay publication of research outputs so that the funders have the benefit of advance notice of them.
 - ii. In exceptional cases, research or other work may produce public benefit without itself being published, for example by informing and so improving public policy.
 - iii. In exceptional cases, publication of work may not be appropriate (for example raw datasets such as interviews protected by the Data Protection Act).
 - iv. It may be acceptable for research outputs produced by the University not to be published where the University undertakes private research work for a fee from a commercial entity or other funder. Before agreeing to undertake private research work, the University will always take steps to ensure that that work would be in keeping with its charitable objects and status.
37. Any agreement in which the University is commissioned or funded to undertake research or other work should contain clear provisions on ownership and use of related intellectual property rights. In general, this should include assurances that, in any publication of the research, the moral rights of the researchers as authors

- ii. The University may require the student to grant it a free, irrevocable, perpetual, non-exclusive worldwide licence to use such intellectual property in order to support or promote its work. For example, where a student takes part in a recorded tutorial or where they post a contribution to an online discussion, the University may retain and use that material.

49. Students responsible for inventions will normally receive a share in the benefits derived from the exploitation of their work.
50. This general principle may be varied by separate agreement where appropriate.

ANNEXES

Annex 1: Overview of categories of intellectual property rights

The brief guidance below is based on text produced by staff at UCL. More detailed advice relating to digital resources is available from JISC:

<http://www.jisc.ac.uk/publications/programmerelated/2009/scaiprtoolkit/1overview.aspx>

What are Intellectual Property Rights?

Definitions

Intellectual Property (IP) is the term given to the productions of orig

reason, an invention or details about it should not be disclosed, for example in a scientific paper, poster, presentation (oral or written) or exhibition, before an application is made to protect the invention.

Know-How refers to technical expertise or practical knowledge and can encompass a broad and vague body of knowledge. In some cases this may be commercially valuable and can be exploited through consultancy or licensing and can be protected through the law of confidentiality.

right') and to object to any derogatory treatment of the right ('the integrity right'). The moral right is

Annex 2: Overview of Creative Commons and other licences

The University operates for the public benefit and will seek to make its intellectual property freely available where appropriate and unless it is of clear commercial value. Creative Commons is a non-profit organisation that enables the sharing and use of creativity and knowledge through free, legally recognised licences.

1. The University recommends that, where appropriate, its staff and students publish using Creative Commons licences as an uncomplicated and transparent tool for sharing intellectual property.
2. The decision on which licence to assign to each piece of intellectual property should be made on a case-by-case basis, and in some instances none of the licences will be appropriate. In particular, before publishing any material under licence, staff and students should ensure that any third parties with rights in that material agree to its release.
3. Staff and students should note that publishing under open licences will generally involve an irrevocable waiver of some rights.
4. More information on the Creative Commons and the specifics of their licences can be found on their website (<http://creativecommons.org/>).

Creative Commons licenses are not appropriate when dealing with computer software and instead staff and students should use GNU public licences (<http://www.gnu.org/licenses/>).



Annex 3: Appeals procedure in

Annex 4: Brunswick Agreements

The Brunswick Agreements are academic research, development and collaboration agreements that have been designed to be suitable for the majority of cases where two or more universities receive a joint grant from a research council or a charity.

There are two types of models: a short letter of agreement and a long collaboration agreement. It is intended that both agreements will govern collaborations which are funded by research councils and charities where:

1. the award is made for a research project under standard terms;
2. the collaborating institutions (as well as organisations) are named in the applications as undertaking a specific and significant proportion of the project; and
3. the terms of the award do not restrict the universities' ownership or publication of research results and include warranties of any kind.

Models of agreements can be found here: <https://www>