

# Intellectual Property Regulations

## 1. General Introduction

As part of their duties and studies staff and students at the University create a wide range of materials that fall into the definition of Intellectual Property and the following regulations are designed to provide clarity over the ownership and rights associated with such materials. The regulations identify the appropriate route for notification, protection, and exploitation of intellectual property. This is a complicated area and for ease of use after a short section on General Policies these regulations have separate sections for employees and students. For ease of reference specific definitions of terms are repeated in the separate sections. In cases where an individual is both a member of staff and a student their status as a member of staff will take precedence unless their activities as a member of staff and as a student are unrelated.

The University is keen to support the exploitation of Intellectual Property for the benefit of society and the economy taking into account any stakeholders involved in its generation including inventors and creators, funders, and the University itself. In particular it seeks to encourage student enterprise by making any regulations appropriate, fair and clear.

## 2. Definition of Intellectual Property

Intellectual Property (“IP”) is the term used to describe creative outputs that can be legally protected arising from literary, artistic, industrial and scientific endeavours, such as the results arising from research or creative projects.

IP includes, but may not be limited to, patents, copyright, design rights, registered designs, trade marks and service marks, and all similar property rights (whether registered or not) including those subsisting in any invention, improvement, know-how, patent, design, process, information, plant varieties, copyright work (including without limitation rights in and to technical processes, systems, methods, software design, algorithms, code, scripts or other computer software), rights in databases, topography right, domain name, trade mark, trade name or get-up or application to register any such right.

## 3. General Policies

### 3.1 Financial and Administrative Materials

All records, documents and other papers which pertain to the finance and administration of the University and which are made or acquired by staff in the course of their employment are the property of the University. The copyright in all such original records, documents and papers, at all times, belongs to the University.

### **3.2 Computer software**

Computer software shall be treated for the purposes of these regulations in the same way as patentable inventions.

### **3.3 Trademarks**

The private use of University related trademarks, logos, devices, acronyms, initials and other such representations or their likeness, whether graphically or in some other form, specifically, but not exclusively, in the registration of domain names, authoring of websites and use in other electronic media, that might be construed to imply University endorsement, support, favor of, association with, or opposition to any activity, program, event, policy, political and/or social movement, product, service, or the like is strictly prohibited, save where explicitly authorised by the University.

### **3.4 Dispute Resolution**

Any question of interpretation or claim arising out of or relating to the University's **IP** regulations, or as a dispute as to the ownership of rights to **IP** under the University's **IP** regulations shall be settled by the University's standard grievance procedures.

## **4. Intellectual Property Regulations for Staff**

### **4.1 Introduction**

These Intellectual Property Regulations ("**IP Regulations**") set out the University's policy for the ownership, development and exploitation of **IP** created by a member of staff of the University ("**Originator**"). The **IP Regulations** should be read in conjunction with all other University regulations, an individual's contract of employment, and the terms and conditions of any agreements or contracts with external sponsors or other third parties. All staff agree to abide by the **IP Regulations** by virtue of their employment at the University.

### **4.2 Ownership**

Unless otherwise agreed in writing and subject to relevant legislation and the following provisions the University asserts its right to ownership of **IP** generated by staff in the course of their employment in accordance with the provisions of the Patents Act 1977 and the Copyright, Designs and Patents Act 1988, which state respectively that ownership vests in the employing organisation when (and only when):

- (a) an invention is made in the course of an employee's normal or specifically assigned duties;
- (b) a 'work' (i.e. anything that is the subject of copyright protection, including computer software) is made by an employee in the course of his employment, subject to any agreement to the contrary.

The University's ownership rights shall be subject to the terms and conditions of any contract or materials transfer agreement relevant to the **IP** concerned.

The University will seek, where it is practicable to do so, to retain **IP** rights where it can and to minimise the ownership and usage rights of commissioning bodies, except where appropriate payment is made for those rights. The ownership of any **IP** resulting from externally funded projects will be reflected by the cost of the project to the funder.

The University may at any time and at its own discretion assign its rights to third parties.

### **4.3 Copyright**

Under the Copyright, Designs and Patents Act 1988 the copyright in work produced by University employees in the course of their employment belongs to the employer unless there is agreement to the contrary.

#### **4.3.1 Academic Articles and Textbooks**

In accordance with normal academic practice the University waives the assertion of its legal ownership of copyright in **Academic Articles** and **Textbooks** as defined below unless requested to assert this right by the **Originator** or an external funder.

**Academic Articles** are defined as research publications including books, contributions to books, academic journal articles, conference papers or conference abstracts whether they are published in hard copy or electronic form.

**Textbooks** are defined as teaching material that while they can be recommended as part of the reading or as a reference source for a course are not integral or essential to the course and are available to individuals who are not registered for the course.

#### **4.3.2 Course Materials**

The University is committed to providing the best learning experience it can to its students and continuity of course provision is a critical element in being able to deliver this. To enable this provision the University does assert its legal right to ownership of all **Course Materials** as defined below produced by its employees whether this is in hard copy or electronically formatted.

**Course Material** includes the following or closely related material:

- (a) course guides, handouts and presentation materials and lectures and e-learning materials, produced for issue to internal students;
- (b) examination papers, questions, assessments; and
- (c) materials produced for distance learning (i.e. for courses, modules or programmes designed to be delivered predominantly to candidates studying at a distance from the University) or courses prepared for third parties or in cases where the author has been specifically assigned duties in order to produce the output.

The University undertakes to take reasonable efforts to protect the integrity of the material in which it claims copyright by reasonable consultation with the **Originator** about changes to such material.

If members of staff write teaching materials which they believe do not relate to their area of academic activity, or relate to courses which are not delivered in the University's name, they should discuss the copyright position and commercial exploitation of such distance learning materials with Research and Innovation Services at an early stage.

**Originators** hold moral rights over **Course Materials** and must be attributed as the creator of the material, even if the University owns copyright.

Should an **Originator** move to another institution they will be able, using their know-how, to produce similar **Course Materials**. The University will normally, but at its own discretion, grant the right to the **Originator** to use **Course Material** they have generated at any institution they have transferred to. Any request for the grant of such rights should be made to the Research and Innovation Service who will consult with the relevant Head of School.

Where the background research underpinning the teaching material has also contributed to the production of scholarly output, as described in Regulation 4.3.1, the member of staff shall discuss the copyright position with the University to ensure that there is no conflict of interest.

#### **4.4 Notification to the University of IP generation**

##### **4.4.1 Disclosure**

**Originators** who create **IP** which appears to be capable of commercial exploitation and which might either be covered by (i) the University's ownership claims or (ii) a third party's ownership claims, shall report its existence at the earliest opportunity to their Head of the School and to Research and Innovation Services via a Commercial Opportunity Disclosure Form (available from Research and Innovation Services).

##### **4.4.2 Confidentiality requirements**

Unless otherwise agreed with the University, the **Originator** shall observe strict confidence in relation to such **IP** in order not to jeopardise the validity of any form of protection which might be sought. The need for prompt academic publication shall be weighed carefully in any decision about protecting the **IP** and unnecessary delay in publication should be avoided. **Originators** should be aware that publication in academic journals, posters or conference presentations may inhibit the ability of the University to obtain **IP** protection.

#### **4.5 Interactions with External Organisations**

**4.5.1** Prior to the disclosure of confidential University **IP** to any third party the individual undertaking the disclosure should check that there is an appropriate agreement in place. Appropriate agreements relating to confidentiality and **IP** can be obtained from Research and Innovation Services.

**4.5.2** Before releasing any University **IP** to a third party to which a member of staff is connected either through having a position such as director or trustee, a contract of employment, a consultancy agreement or any form of financial

remuneration they will first notify Research and Innovation Services. Any such transfer of University **IP** should be on a fully commercial arms length basis.

**4.5.3** It is the responsibility of all staff to abide by any agreements between the University and third parties. Should there be any breach of any agreement by a member of staff the third party may be entitled to seek financial and other compensation.

**4.5.4** The University provides a service for staff undertaking external consultancy work. Such consultancies are managed by UEA Consulting Ltd which is a wholly owned subsidiary of the University. In addition to UEA Consulting Ltd there are a number of other UEA subsidiary companies active in consultancy. Further details about consultancy can be found in the University External Consultancy Policy.

## **4.6 Interactions with the Norwich Research Park**

**4.6.1** Staff whose normal place of work is at the premises of an **NRP Partner Organisation** (Quadram Institute, John Innes Centre, Norfolk and Norwich University Hospital NHS Trust, The Earlham Institute, and The Sainsbury Laboratory) other than the University shall make themselves aware of the terms and conditions governing any **IP** generated in any NRP Collaboration Agreement, Visiting Workers Agreement, funding agreement, or any other agreement which may be relevant to the project between the University and any other **NRP Partner Organisation**.

**4.6.2** Staff working as visitors at the premises of an **NRP Partner Organisation** other than the University shall make themselves aware and abide by the terms and conditions of any NRP Visiting Workers Agreement in place at the time of the visit.

## **4.7 Protection and Exploitation of IP**

**4.7.1** It is the policy of the University that wherever possible and practicable **IP** should be exploited for the benefit of society and end users and for the generation of revenue for the University and the individuals involved. The **Originator** and Research and Innovation Services (in consultation with the Head of School, Associate Dean for Innovation, and the Pro-Vice-Chancellor (Research & Innovation) when appropriate) shall determine as quickly as is reasonably possible whether and how the **IP** might be protected and exploited. A decision shall normally be made within three months of the initial contact.

**4.7.2** The **Originator** shall co-operate with the University in applying for patent or other protection and in entering into any appropriate arrangements for protecting the secrecy of the **IP** and shall be required to collaborate with the University in the exploitation of the **IP**.

**4.7.3** The University will use reasonable efforts when appropriate resources to do so are available to protect and exploit the **IP** by licensing or by other means and will make arrangements to seek any necessary professional advice.

**4.7.4** If the University decides not to proceed with the protection and exploitation of any piece of **IP** reported to it under these arrangements, the **Originator** shall have the right to undertake such protection and exploitation themselves, requesting the assignment of ownership of the rights in the **IP** to themselves on reasonable terms which shall include a reasonable return to the University.

#### **4.8 Revenue-sharing arrangements**

**4.8.1** If revenue arises from the exploitation of **IP** through licensing, option or other similar agreements, any net benefit received by the University, after deduction of **Eligible Costs**, will be shared between the **Originator**, his or her School, and the University as stated below:

<i>Net income</i>	<i>Distribution</i>
First £2000	100% to Originators
£3000	90% to Originators, 5% School, 5% University
Next 30,000	70% to Originators, 15% School, 15% University
Next £65,000	50% to Originators, 25% School, 25% University
Next £1,900,000	33.3% to Originators, 33.3% School, 33.3% University
Beyond £2,000,000	By negotiation in the individual circumstances.

**4.8.2 Eligible Costs** would include all the costs incurred during the commercialisation process and would include, but not be limited to the receipted costs of any past or future commitment of internal resources specifically used for commercialisation of the **IP** and external costs such as:

- (1) legal, technical or commercial advice;
- (2) patent fees; and
- (3) necessary associated expenses.

**4.8.3** Where there is more than one **Originator**, the **Originators** shall agree amongst themselves on the apportionment of the **Originators'** share amongst them. The apportionment shall be confirmed by the Head of the School and there shall be procedures for the settlement of disputes amongst **Originators**, initially by reference to the Pro-Vice-Chancellor (Research and Innovation) and finally by appeal to the Vice-Chancellor.

#### **4.9 Spin-Out Companies**

**4.9.1** Where the circumstances suggest that it would be advantageous, the University encourages the forming of a Spin-out Company to implement the commercial development and exploitation of **IP**.

**4.9.2** In all cases, the University will seek an equity stake in the Spin-out Company, in consideration for the licensing or vesting of **IP** and for facilitating the Spin-out Company's formation.

**4.9.3** Members of staff shall require authorisation from the University before setting up a Spin-out Company and also before becoming an officer (director or secretary) of a Spin-out Company.

**4.9.4** UEA Enterprises Ltd, a company wholly owned by the University to manage commercial exploitation activities, will be the vehicle used to own and control the UEA stake in a Spin-out Company.

**4.9.5** The interests of the University, the individuals and the Spin-out Company must all be considered, and legal issues must be addressed. Issues to be considered by the University include:

- (1) the impact on existing and future duties of members of staff;
- (2) the use of **IP**;
- (3) the use of University resources, such as space and equipment;
- (4) the commercial viability of the project.

**4.9.6** The University shall retain the right to appoint a director or to have observer status at board meetings of the Spin-out Company; at the Spin-out company's request the University may provide a director at the Spin-out Company's expense.

**4.9.7** A full-time member of staff at the University may not also be an employee of a Spin-out Company.

**4.9.8** Subject to University regulations and codes of conduct, members of the academic staff may:

- (a) own shares or share options in a Spin-out company;
- (b) act as directors of a Spin-out company;
- (c) act as paid consultants to a Spin-out company.

**4.9.9** No member of the administrative staff of the University in a position to influence the relationship between the University and a Spin-out Company may own shares or share options in a Spin-out Company; nor act as a director of a Spin-out Company, except as the University's nominee.

**4.9.10** The proportion of shares in any **Spin-out Company** to be owned by the University and by an **Originator** shall be determined by negotiation in the light of the circumstances of company formation.

**4.9.11** Where any net revenue arises for the University from the activity or sale of a Spin-out Company the revenue-sharing arrangement set out in Regulation 4.8.1 above shall apply, except that there shall be no revenue entitlement for any Originator holding shares or share options in the company. Under these circumstances the revenue share described in Regulation 4.8.1

as being due to the Originator will be split equally between the University and the School.

#### **4.10 Vehicles and authority to act**

**4.10.1** Where **IP** is identified as having commercial potential which merits protection and exploitation the rights in that **IP** shall be assigned to UEA Enterprises Ltd.

**4.10.2** The right to sign **IP** related agreements such as Confidentiality Agreements and Material Transfer Agreements on behalf of the University and/or UEA Enterprises Ltd is specifically devolved by the Registrar and Secretary to appropriate members of Research and Innovation Services. Other members of staff are not permitted to sign such agreements on behalf of the University.

**4.10.3** The Research and Innovation Services will provide support for the exploitation of the **IP**, with recharges to UEA Enterprises Ltd where appropriate.

### **5. Intellectual Property Regulations for Students registered for a degree by research (“Research Student”)**

#### **5.1 Introduction**

These Intellectual Property Regulations (“**IP Regulations**”) set out the University’s policy for the ownership, development and exploitation of **IP** created by a student registered for a degree by research at the University (“**Research Student Originator**”). The **IP Regulations** should be read in conjunction with other University regulations, and the terms and conditions of any agreements or contracts with external sponsors or other third parties. All Research Student Originators agree to abide by the **IP Regulations** as a precondition of registration for their research degree.

#### **5.2 Ownership**

Unless otherwise agreed in writing all research students as a precondition of registration for their research degree agree to formally assign any **IP** arising from their studies to the University should the University, at its sole discretion, request them to do so.

Students sponsored by third parties are required to be aware of the terms and conditions of their sponsorship, which may include **IP** arrangements.

Students whose normal place of study is at another institution for an award validated or accredited by the University, including but not limited to those studying at a **NRP Partner Organisation** (Quadram Institute, John Innes Centre, Norfolk and Norwich University Hospital NHS Trust, The Earlham Institute, and The Sainsbury Laboratory), shall be exempt from the University's requirement to agree to assign any **IP** arising from their studies, however the University shall maintain a claim of any University owned **IP** that is contained within the students work.



### **5.3 Interactions with External Organisations**

**5.3.1** Prior to the disclosure of confidential University **IP** to any third party any **Research Student** undertaking the disclosure should check that there is an appropriate agreement in place. Appropriate agreements relating to confidentiality and **IP** can be obtained from Research and Innovation Services.

**5.3.2** Before releasing any University **IP** to a third party to which a **Research Student** is connected either through having a position such as director or trustee, a contract of employment, a consultancy agreement or any form of financial remuneration they will first notify Research and Innovation Services. Any such transfer of **IP** should be on a fully commercial arms length basis.

**5.3.3** Research students working as visitors at the premises of another institution shall make themselves aware and abide by the terms and conditions of any Visiting Workers Agreement in place at the time of the visit.

### **5.4 Interactions with the Norwich Research Park**

**5.4.1 Research Students** whose normal place of work is at the premises of an **NRP Partner Organisation** (Quadram Institute, John Innes Centre, Norfolk and Norwich University Hospital NHS Trust, The Earlham Institute, and The Sainsbury Laboratory) other than the University shall make themselves aware of the terms and conditions governing any **IP** generated in any NRP Collaboration Agreement, Visiting Workers Agreement, or any other agreement which may be relevant to the project between the University and any other **NRP Partner Organisation**.

**5.4.2 Research Students** working as visitors at the premises of an **NRP Partner Organisation** other than the University shall make themselves aware and abide by the terms and conditions of any NRP Visiting Workers Agreement in place at the time of the visit.

### **5.5 Copyright**

The University does not claim any copyright on materials created by a **Research Student**.

### **5.6 Notification to the University of IP generation**

#### **5.6.1 Disclosure**

**Research Student Originator** who creates **IP** which appears to be capable of commercial exploitation and which might either covered by (i) the University's ownership claims or (ii) a third party's ownership claims, shall report its existence at the earliest opportunity to their academic supervisor.

#### **5.6.2 Confidentiality requirements**

Unless otherwise agreed with the University, the **Research Student Originator** shall observe strict confidence in relation to such **IP** in order not to

jeopardise the validity of any form of protection which might be sought. The need for prompt academic publication shall be weighed carefully in any decision about protecting the **IP** and unnecessary delay in publication should be avoided. **Research Student Originator** should be aware that publication in academic journals, posters or conference presentations may inhibit the ability of the University to obtain **IP** protection.

## **5.7 Protection, Exploitation and Revenue Sharing of IP**

In return for agreeing to the University **IP Regulations** including but not limited to the formal assignment of any **IP** arising from their studies the University agrees to treat a **Research Student Originator** as if they were a member of staff in relation to the protection, exploitation and revenue sharing from **IP** as detailed in sections 4.7, 4.8 and 4.9 of the **IP Regulations** in as far as it is able.

## **6. Intellectual Property Regulations for Students registered for a degree by taught programme**

The University does not claim ownership of any **IP** arising from work which is undertaken by students in the course of their studies on a University taught programme unless:

- (1) the student is funded/sponsored by a third party, where the University has a contractual obligation to the third party regarding the ownership of **IP**;
- (2) the student and the University have come to a written agreement that the University will manage the commercialisation of the **IP**.

Students working as visitors at the premises of another institution, including but not limited to a **NRP Partner Organisation** (Quadram Institute, John Innes Centre, Norfolk and Norwich University Hospital NHS Trust, The Earlham Institute, and The Sainsbury Laboratory), shall make themselves aware and abide by the terms and conditions of any Visiting Workers Agreement in place at the time of the visit.

## **7. Intellectual Property Regulations for non-staff and non-University registered Students**

Some individuals may have an association with the University but are neither staff nor students of the University nor a member of staff of a **NRP Partner organisation**. These may include, but are not be limited to, visiting academics and fellows, visiting students, individuals with honorary appointments and emeritus professors ("**Associate**").

Where it is anticipated that **IP** may arise during the course of activity undertaken by such an **Associate**, Research and Innovation Services must be informed prior to commencement of any work so that the University can put in place appropriate agreements relating to confidentiality and **IP**.

All visitors to the University to whom Confidential **IP** may be released should be requested to sign, prior to the release of such confidential information, a

confidentiality agreement. Confidentiality Agreements are obtained from Research and Innovation Services.