



# INTELLECTUAL PROPERTY POLICY

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## 1. **Policy overview and scope**

- 1.1 **UCL's commitment.** UCL is committed to a distinctive approach to research, education and innovation that will further inspire our community of staff, students and partners to transform how the world is understood, how knowledge is created and shared and the way that global problems are solved. As part of this commitment to scholarship with global impact, UCL acknowledges the role of academic staff in decisions relating to the publication of research, and also encourages the identification, protection and application of intellectual property (IP) created by its staff and students. UCL seeks to maximise the value of this IP for the benefit of the public, and where appropriate for the university and those involved in its creation.
- 1.2 **Purpose of this policy.** This policy deals with the ownership, use and management of IP created across UCL. It seeks to demonstrate the value UCL places on its staff and students by providing a clear, supportive and staff/student-focused framework for the management of IP issues. It recognises the principles of student ownership of IP generally, and staff ownership of copyright in scholarly and teaching materials.
- 1.3 **Key terms.** A glossary of key terms used in this policy and their meaning is provided at section 6.
- 1.4 **Scope of policy.** This policy applies to all:
  - 1.4.1 **UCL staff.** This policy primarily concerns UCL employees, but it also applies to certain other individuals working at UCL. The term "UCL staff" is defined in the glossary at section 6; and
  - 1.4.2 **UCL students.** The term "UCL students" is defined in the glossary at section 6.
- 1.5 The aspects of the policy which specifically apply to UCL staff are set out in section 2. The aspects which specifically apply to UCL students are set out at section 3. Where a UCL student is also a member of UCL staff, the policy applicable to staff applies to IP generated by that individual in the exercise of his/her UCL staff duties.
- 1.6 **Responsibility of staff and students.** UCL staff and students are required to manage IP issues with due care and attention.
- 1.7 **UCL and IP management.** Overall responsibility for this policy and its implementation at UCL lies with the Vice-Provost (Enterprise), supported by the Library in relation to copyright issues. Implementation of the policy at Faculty level will be the responsibility of Faculty Deans and Heads of Department in the first instance (and those individuals shall also seek to resolve disputes concerning IPR at the faculty level where possible, as set out in clause 5). Commercialisation of IP generated by UCL staff is typically handled via UCL Business PLC. IP may also be exploited in connection with consultancy activity via UCL Consultants Limited.
- 1.8 UCL has a separate policy in place in relation to revenue sharing in circumstances where UCL commercialises IP created by its staff or students (where UCL has the right to do so). Further details of this can be found at section 4.
- 1.9 The offices of the Vice-Provost (Enterprise) shall be responsible for preparing and maintaining guidance/FAQs documentation in respect of the policy for the benefit of UCL staff and students. Any updates to this documentation should involve consultation with UCL staff as and where appropriate, having regard to the issues being addressed.

- 1.10 Status. This policy forms part of the terms and conditions of employment for UCL staff.
- 1.11 Where a member of UCL staff is not legally recognised as an employee, he/she shall still be subject to, and expected to comply with, this policy (unless otherwise agreed in writing by UCL), and shall sign such documents as are reasonably requested by UCL to give effect to this policy.
- 1.12 As regards UCL students, this policy forms part of the contractual relationship between UCL and the student.
- 1.13 Variations. This policy may be subject to amendment by UCL in the future, for example to reflect developments in relevant legislation or related policy/operational changes within UCL. Any changes or updates which have a material impact on UCL staff and/or students will be notified to staff and/or students (as applicable) in advance and will be subject to appropriate consultation. It is expected that this policy will be reviewed not less than every 5 years.

## 2. UCL Staff

### 2.1 **Ownership: General**

- 2.1.1 With the exception of the matters covered in section 2.1.2, all IP created by UCL staff in the course of their duties will belong to UCL. Further details of how this general position applies in relation to specific categories of IP are provided at section 2.2.
- 2.1.2 There is an exception to the general position in relation to ownership of copyright in **scholarly materials** and **teaching materials**. UCL agrees that copyright in scholarly materials and teaching materials shall belong to the UCL staff member who is the author/originator of such materials, except where those materials fall within any of the specific categories referred to in section 2.1.3 below. UCL retains a licence to use scholarly and teaching materials, as set out in section 2.3. The terms "scholarly materials" and "teaching materials" are defined in the glossary at section 6.
- 2.1.3 UCL's waiver of copyright in favour of staff, as referred to at 2.1.2 shall not apply to:
- (a) **institutional materials**, meaning works created by UCL staff for UCL administrative and/or operational purposes which include but are not limited to reports, syllabuses, curricula, timetables, regulations, examination papers and all other materials specifically prepared in connection with student assessment (rather than for teaching purposes generally), handbooks, promotional and marketing materials, artistic works relating to the UCL brand or other brands/logos used in connection with UCL activity;
  - (b) **computer programs**, which includes but is not limited to any software, source code, object code, preparatory design materials and any supporting documents created by UCL staff in the course of duties;
  - (c) **technical specifications, technical designs** or other works created by UCL staff in the course of duties which may be of assistance to UCL in protecting or supporting the commercialisation of rights in patentable inventions, trade secrets, technical know-how, commercially exploitable products or other innovations;
  - (d) **works created in the course of sponsored/funded research or work commissioned by a third party**, where the terms of such third party

arrangement require UCL to assign (or to own and licence) copyright in such works to a third party;

- (e) **teaching materials which are specifically commissioned by UCL or a third party**, for example for the purposes of inclusion in a teaching programme developed for a third party, an executive education programme or other education venture, a MOOC or other online programme delivery;
- (f) **databases** created by UCL staff in the course of duties;
- (g) **sound recordings, films and broadcasts created for the purpose of teaching**, where UCL has made the necessary arrangements for the making of the sound recording, film or broadcast (as the case may be).

2.1.4 To the extent permissible by law, UCL shall own IP created by UCL staff *outside* the course of their duties where Additional UCL Support has contributed to the development of such IP. Where such rights do not vest in UCL automatically, UCL staff members shall assign these rights to UCL upon request. For these purposes **Additional UCL Support** means support from UCL which is more than incidental and which is over and above that normally provided to UCL staff for activities outside the course of duties, and could include (but is not limited to):

- (a) provision of funding;
- (b) use of UCL IT resources;
- (c) use of UCL premises, facilities, equipment and/or capabilities; and/or
- (d) use of UCL IP, including use of UCL name and/or branding.

## 2.2 **Ownership: specific categories of IP**

2.2.1 Patents. UCL shall own any patentable invention made by any UCL staff member in the course of his/her duties.

2.2.2 UK Design Right, and Registered and Unregistered Designs. A range of IP protections exist to protect new designs (both 2-dimensional and 3-dimensional designs). Designs created by UCL staff in the course of duties shall belong to UCL.

2.2.3 Database right. Databases are potentially protected by copyright and by database right. Where a UCL staff member creates or contributes to the creation of a database in the course of his or her duties, UCL shall be deemed to be the maker of the database and the owner of any database right arising.

2.2.4 Confidential information and trade secrets. Confidential information and/or trade secrets generated by UCL staff in the course of their duties shall constitute the confidential information and/or trade secrets (as the case may be) of UCL, and must be treated accordingly.

2.2.5 Materials Any materials, models, data, prototypes, compounds samples or physical items or objects discovered or created by UCL staff in the course of their duties shall (as between the staff member and the university) belong to UCL.

2.2.6 Performers' rights. To the extent that a UCL staff member benefits from performers' rights in any performance in connection with their duties, such rights are (i) assigned to UCL, in respect of proprietary rights; and (ii) unconditionally and irrevocably waived in favour of UCL, its licensees and assignees, in respect of other rights.

## 2.3 **Licence to UCL**

2.3.1 UCL may use and reproduce any scholarly materials and/or teaching materials created by UCL staff in the course of UCL duties, for the following purposes:

- (a) academic and research purposes;
- (b) commercial purposes (in respect of teaching materials only); and/or
- (c) any other purpose relating to UCL's charitable activities.

2.3.2 These rights shall, for the avoidance of doubt:

- (a) permit use and reproduction of the relevant works (or part of the works) worldwide, in all formats (now known or yet to be devised);
- (b) be royalty-free (except in cases where the agreed revenue sharing arrangements under the UCL Revenue Sharing Policy apply);
- (c) be non-exclusive; and
- (d) apply in perpetuity, on an irrevocable basis.

2.3.3 UCL is entitled to sub-license the rights granted to it under this section 2.3.

2.3.4 UCL recognises that UCL's institutional materials (as described in section 2.1.3(a) above) may from time to time incorporate certain scholarly and/or teaching materials originating from a UCL staff member. In those circumstances (and provided always that none of the other exceptions in section 2.1.3 apply), UCL grants a licence to the staff member to use and reproduce any such scholarly materials and/or teaching materials for their own academic and research purposes in connection with their employment at another charitable higher education institution (on the terms set out in section 2.3.2(b) – (d) above).

## 2.4 **Teaching materials**

2.4.1 UCL acknowledges and respects the rights of UCL staff to ownership of copyright in teaching materials in accordance with this policy.

2.4.2 Where UCL utilises (or sub-licenses) teaching materials under the licence granted to it in section 2.3 above, UCL will typically acknowledge the contribution of the original author who created such materials (where it is reasonably practicable and appropriate to do so). However given the range of potential circumstances, for policy purposes UCL retains an absolute discretion as to whether or not to acknowledge such contribution.

2.4.3 If UCL staff intend to commercialise (or allow others to commercialise) teaching materials that they have created in the course of UCL duties, they shall only do so with UCL's written consent (which should not be unreasonably withheld). This restriction and requirement for UCL's consent shall continue to apply after the UCL staff member has left UCL. Nothing in this section 2.4.3 precludes the use and reproduction of such teaching materials by the individual academic in the normal course of his or her teaching activity, where the individual's employment moves to another charitable higher education institution.

2.4.4 UCL shall have the right to modify or adapt any teaching materials (without restriction or recourse to the staff member). If teaching materials are modified or adapted, the

staff member who created the original teaching materials shall be entitled to request that his/her name is acknowledged on such materials (where it is reasonably practicable and appropriate for UCL to do so).

2.4.5 UCL recognises that, on occasion, teaching materials may incorporate certain unpublished research findings of UCL staff. UCL acknowledges that its rights under sections 2.3 and 2.4 in relation to teaching materials are not intended to interfere with staff members' rights to deal in those findings, including by their subsequent publication. If any member of staff has any concerns regarding UCL's use of teaching materials containing their unpublished research findings, they are encouraged to raise these concerns with their Head of Department in the first instance (and thereafter pursuant to section 5 below).

2.4.6 As a general rule moral rights do not apply in the case of employee-generated works. To the extent that any member of UCL staff *does* hold any moral rights in any teaching materials under English law (or any broadly equivalent rights anywhere in the world), he/she shall be deemed to unconditionally and irrevocably waive such rights in favour of UCL, its licensees and assignees (to the extent legally possible).

## 2.5 **Scholarly materials**

2.5.1 Members of staff are entitled to publish their scholarly materials and engage with third parties (eg publishers) accordingly. However in dealing with third parties, members of staff should have regard to UCL's rights to use, reproduce (and to allow others to reproduce) such materials, as set out under section 2.3 above. UCL's rights to any patentable IP or confidential information referred to in the scholarly materials must also be respected.

## 3. **Students**

### 3.1 **Ownership: General**

3.1.1 As a general principle, UCL recognizes the student as owner of any IP he/she produces while a registered student of UCL. This principle may be subject to variation in the case of externally sponsored or collaborative work, as set out below.

### 3.2 **Externally sponsored work**

3.2.1 Students may need to assign ownership of IP generated by them, in circumstances where the activity they are involved with is funded by or otherwise benefits from the resources of a third party. The need for an assignment will be determined by UCL having regard to the terms of any relevant contractual/grant arrangement(s) in place (or envisaged) with the third party. This includes (by way of example only) any research grant, studentship, collaboration or placement agreement governing the relevant activity. Arrangements in relation to any assignment of IP should be put in place at the outset of the project and in accordance with other UCL policy relating to externally sponsored activity.

### 3.3 **Collaborative work**

3.3.1 UCL acknowledges that UCL staff and students will often collaborate on projects and generate IP. Subject to the remainder of this section 3 and/or any separate agreement relating to such IP, students will own any IP they generate in connection with the collaboration.

- 3.3.2 On occasion, UCL students will have opportunities to collaborate with others in a way that creates more complexity in relation to IP ownership and management. UCL will own any IP generated by a UCL student:
- (a) where such IP is derived from or is premised on IP belonging to UCL or a member of UCL staff; and/or
  - (b) where Additional UCL Resources have contributed to the development of such IP (whether in connection with or outside the course of the student's studies).
- 3.3.3 For the purposes of this section Additional UCL Resources means a contribution of UCL resources (including but not limited to finances or access to premises, equipment or facilities) beyond that normally required by students, whether in connection with or outside their course of study (as applicable).
- 3.3.4 Students may be required to grant a confirmatory assignment of any IP to UCL in relation to the activity described in 3.3.2 above. Arrangements in relation to any assignment of IP should be put in place at the outset of the project and in accordance with any other UCL policy relating to collaborative activity.
- 3.4 **Artistic works created by students**
- 3.4.1 The term "artistic work" has the meaning set out in section 4 of the Copyright, Designs and Patents Act 1988 (as amended or replaced).
- 3.4.2 Students shall own copyright in any artistic work they create in the course of their studies at UCL. In relation to a student's artistic work (including any representation or reproduction of that work), UCL shall be entitled (without payment of any fee or royalty):
- (a) to reproduce the work for educational and promotional purposes. This would include, by way of example, reproduction of the work in academic publications, promotional materials, web-sites, exhibition catalogues or flyers, databases, leaflets and prospectuses; and/or
  - (b) to exhibit the work to the public during the course of the student's studies at UCL (including any exhibition of the work during the summer of the student's final academic year at UCL); and/or
  - (c) to exhibit the work to any third party in connection with the student's studies or in connection with UCL's academic and/or research purposes.
- 3.4.3 If UCL wishes to reproduce the artistic work of a student for any commercial purpose, such reproduction shall be subject to an individual licence on fair and reasonable terms to be negotiated and agreed with the student.

#### **4. Revenue Sharing – Staff and Students**

- 4.1 In circumstances where UCL commercialises IP generated by a UCL staff member and/or student, that staff member and/or student will be entitled to a share of any revenue received by UCL on the terms of UCL's Revenue Sharing Policy.

**5. Disputes**

- 5.1 In the event of a disagreement concerning any of the matters contained in this policy which cannot be resolved by discussion at faculty level (see section 1.7), the dispute may be referred to the Vice-Provost (Enterprise) for determination.
- 5.2 The Vice-Provost (Enterprise) shall have the right to appoint a special panel or to appoint experts to assist with the resolution of any dispute, if deemed appropriate.



## 6. Glossary

The following terms have the following meaning, where used in this policy:

**confidential information** means information created in a confidential setting or disclosed under a duty of confidence, or any other private information, which by its nature, should be treated as confidential, including technical know-how and trade secrets.

**intellectual property** or **IP** means patents, utility models, rights to inventions, copyright, performers' and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including technical 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; together with all intellectual creation capable of being protected by the foregoing.

**UCL staff** means UCL employees, officers, consultants, contractors, individuals seconded to UCL or working under an honorary contract or other visiting appointment at UCL, interns, volunteers, casual workers, agency workers and other individuals contracted to work on UCL matters.

**Student(s) and UCL student(s)** means any student enrolled (or otherwise participating) on a course of study and/or research at UCL.

**scholarly materials** means scholarly works (and preparatory materials related to such works) created by an academic staff member in the course of research or study including: academic articles, theses and dissertations, research papers and other written works intended principally for the purpose of peer review and/or scholarly publication, papers summarising the results of research, conference papers and presentations, works of non-fiction, works of fiction, novels and poems, films and sound recordings (in the case of staff members involved in the study of dramatic arts only), works of art (in the case of staff involved in the study of fine art only), and other works embodying the outputs of an individual's scholarly endeavour.

**technical know-how** means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is secret, substantial (that is, significant and useful for the production, interpretation or use of the results) and identified.

**teaching materials** means materials created for the purpose of teaching, including lecture notes, lecture or lesson scripts and plans, slide presentations, audio-visual materials and/or sound recordings used as part of teaching delivery, and study and teaching guides.

**trade secret** means information which meets all of the following requirements: (a) it is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; (b) it has commercial value because it is secret; and (c) it has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.