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Bangor University Intellectual Property Policy

Policy Detail	Information Provided by Policy Writer
Policy Title:	Intellectual Property Policy
Brief Description:	Ownership, use, exploitation and sharing rewards from intellectual property
Policy status:	This policy is exclusive to Bangor University
Approved by:	Research Strategy Group, Compliance Task Group
Policy Officer:	Head of IRIS
Senior Responsible Officer:	Pro Vice-Chancellor for Research and Enterprise
Effective From:	Same as the approval date.
Review Frequency:	Every 3 years
Supersedes:	Aberystwyth University & Bangor University Common Intellectual Property Policy (1 January 2013)
Last Reviewed:	14/04/2023
Equality Impact Assessment:	14/04/2023

<p>Sustainability:</p> <p>(Please see Bangor University's Sustainability Policy for more information.)</p>	<p>How does this policy demonstrate commitment to the University's sustainability principles, including actions, timescales, student and staff training, and resource implications where applicable?</p> <p>Who have you worked with to develop this policy (both within the University and externally)?</p> <p>How is the policy's sustainability monitored?</p>	<p>Effective IP management is a process which underpins core university activities and covers all staff and students. It does not in itself direct action to sustainability specifically, but it can enhance the success and take up of these activities.</p> <p>Knowledge Exchange Committee External consultants attached to IRIS</p> <p>Knowledge Exchange Committee</p>
<p>Welsh Language Version:</p>	<p>Available online</p>	
<p>Keywords:</p>	<p>Intellectual property, copyright, revenue sharing</p>	

1. INTRODUCTION

The exploitation of Intellectual Property enhances dissemination of research results, provides a method for social improvement, and can generate income for the University and its employees. It is important that Staff and Students who have contributed to the creation and exploitation of Intellectual Property are treated fairly in terms of the sharing of any income resulting from the exploitation of Intellectual Property.

2. POLICY STATEMENT

This Policy sets out the position of the University for the creation, ownership, protection, and exploitation of Intellectual Property within the University. This Policy aims to balance the interests of the University with those of the Creator(s) on fair and reasonable terms.

The main principles of this Policy are as follows:

- The University wishes to create an environment that encourages and promotes the creation and dissemination of inventions, new research, and theories.
- The public recognition of the work of academics and researchers (whether Staff and/or Students).
- To protect valuable Intellectual Property and to create a competitive advantage in the exploitation of results.
- To promote the successful exploitation of Intellectual Property
- To encourage knowledge transfer thereby increasing regional and national economic.
- Growth.
- To facilitate the development of Intellectual Property by providing fair and equitable financial rewards to Staff, Students, Departments and the University.

3. RELATED POLICIES

- Consultancy Policy.
- Conflicts of interest.

4. DEFINITIONS

"Commercial Office": the University Department responsible for the commercialisation of Intellectual Property which at the time of writing was the Integrated Research and Innovation Office (IRIS).

"Conflicts of Interest": as defined in the University's Conflicts of Interest Policy.

“Creator(s)”: any person or persons who creates, devises, or invents an item of Intellectual Property. This may be independently or in collaboration with others.

“Department”: any college, school, institute, or other academic unit (or equivalent) as having primary responsibility for the delivery of programmes leading to the award of undergraduate and postgraduate degrees and other academic qualifications of the University and/or the conduct and promotion of research activity, participation in third mission activity or self-funded units and/or such other functions including but not limited to general services to the University.

“Intellectual Property”: shall include copyright, patents, design rights, trademarks, trade names, service marks, database rights, plant breeders’ rights, utility models, know-how, confidential information and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any foregoing and all rights or forms of protection in any jurisdiction.

“Scholarly Materials”: textbooks, monographs, plays, lyrics, musical scores, oral presentations, popular non-fiction, novels and poems and works of fine art, articles written for publication in journals, editorials, conference papers and related presentations, notes created for own personal use, theses and dissertations and other similar materials as may be developed from time to time.

“Staff”: all persons employed by the University be it in an academic, research, technical, academic related or other position whether fixed-term or permanent.

“Students”: registered students of the University whether postgraduate, undergraduate or on an exchange scheme, non-graduating or otherwise and including postgraduate students during the period of writing up the results of their research.

“Supervisor”: a member of academic staff responsible for supervising, assisting, guiding, monitoring or in any other way supporting a specified piece of academic or research work, including assessments, by a Student.

“Teaching Materials”: any materials created within the University or on its behalf, that are primarily intended to be used by Staff or others or accessed by Students at any level, for the purposes of any course of study of those Students. Examples include handouts, lecture notes reading lists and other information to be provided to students and any audio, visual and multimedia materials.

“University Resources”: University facilities or resources including (but not limited to):

- (i) Office, laboratory and studio space and equipment.
- (ii) Computer hardware, software, and support.
- (iii) Secretarial services.
- (iv) Research, teaching, and laboratory assistants.
- (v) Supplies and utilities.
- (vi) Funding for research and teaching activities, travel and other funding reimbursements, equipment, or time.
- (vii) Central support services such as Finance Office, Legal support, or technology transfer support.

5. CREATION AND OWNERSHIP OF INTELLECTUAL PROPERTY

(A) Staff

- 5.1 Staff shall support the University in the implementation of this Policy and will provide assistance with activities associated with the protection and exploitation of Intellectual Property as set out in section 5.
- 5.2 The University shall own all Intellectual Property created by Staff:
- In the course of their employment and/or the performance of their duties for the University.
 - Using University Resources.
 - In the course of duties falling outside of normal duties, but specifically assigned to those Staff.
- 5.3 The University may assign its ownership rights through agreements with third parties (see 5.18, 5.19).
- 5.4 The University will normally always assert its rights of ownership to:
- Patentable inventions.
 - Computer software.
 - Intellectual property created for its administrative purposes.
- 5.5 The University will normally waive its right to the ownership of Intellectual Property rights relating to the publication of books and articles written by employees in line with normal academic practice, as well as any material produced by an employee for personal use and reference, including as an aide to teaching. Exceptions to this include Intellectual Property in:
- Course materials for the purpose of a course being run or to be run by the University.

- Any works which may be necessary to protect rights in commercial opportunities.
 - Any works commissioned by an external organisation.
- 5.6 The University will normally waive its rights to other Intellectual Property in Scholarly Materials and Teaching Materials. In such cases, Staff shall grant the University a free, unconditional, and perpetual, irrevocable, non-exclusive licence to use and copy such material. Exceptions to this include:
- The work has been specifically commissioned by the University.
 - The work has been produced with the substantial use of University resources.
- 5.7 The University encourages the publication of Scholarly Material, but Staff must consider the potential for commercial application of any ideas disclosed therein and must consult the Commercial Office where the potential for exploitation is identified. Staff must ensure when submitting Scholarly Material for publication that this:
- Does not breach the Intellectual Property rights of any third party.
 - Is not in breach of any duty or obligation of confidentiality.
 - Does not prematurely disclose Intellectual Property of the University.
 - Does not compromise the University's rights in its Intellectual Property.
- 5.8 The University recognises that the principle of open access to research outputs can be regarded broadly as a public good and can stimulate new research opportunities and support research impact. This Policy requires that where possible all appropriate outputs produced by staff are submitted to the University's repository.

(B) Students

- 5.9 Students shall own the Intellectual Property they create during the course of their studies and research, subject to the provisions in clause 5.10, or as otherwise as set out in this Policy.
- 5.10 There are circumstances where the University will own the Intellectual Property in a Student's work and the University may require a Student to formally assign their Intellectual Property to the University (or a third party as the case might be) before, during or after the course of their studies and/or research. These can include:
- Where the Student is working on third party funded projects and the sponsor may want to own the Intellectual Property created. In such circumstances the Student confirms that they agree that the University may initially be required to own such Intellectual Property in order to comply with the terms of any agreement with the sponsor.

- Where the Intellectual Property cannot be separated from that developed by Staff. For example, where a Supervisor has significantly contributed to the creation of new Intellectual Property in the research leading to the publication of a thesis, the fair and equitable approach would be to conclude joint ownership, subject always to the Student receiving a fair share of any revenue derived from such Intellectual Property.
 - A student who wishes to work with the University to exploit their Intellectual Property and the University decides to do so.
 - A Student creates Intellectual Property using University Resources not normally made available in the normal course of teaching and learning in their course of study.
- 5.11 A Student who has agreed to assign their Intellectual Property to the University under this clause will normally be treated for ownership and reward purposes, as though they were Staff of the University.
- 5.12 Where necessary Students agree to enter into written arrangements to confirm the assignment of Intellectual Property to the University in particular when third party rights or funding obligations require. Where a Student refuses to assign their rights in the Intellectual Property above, they shall not be prevented from registering unless it is a precondition in receiving funding for payment of their tuition fees that they assign such rights to the University. However, refusing to assign may result in the Student being reassigned to another project or activity with immediate effect.
- 5.13 For the avoidance of doubt, Students who are also employees, or Staff registered for a degree or following a course of study shall be treated as Staff for the purpose of this Policy only where that employment relates to the academic activities of the institution.
- 5.14 Students grant to the University a perpetual, irrevocable licence to use the Intellectual Property they create during a course of study for non-commercial administrative, promotional, educational, quality control, examination and teaching purposes including but not limited to digitization of Student work. The copyright in a thesis written by a Student shall belong to the Student.
- 5.15 Students acknowledge that they might be required to keep the Intellectual Property they create confidential where publication may compromise the University's rights to such Intellectual Property, or an obligation of confidentiality owed by the University and/or the Student or otherwise.
- 5.16 A Student who remains uncertain of their rights and obligations in the protection of Intellectual Property is encouraged to consult with the Commercial Office in the first instance and seek independent advice if necessary. The Students Union must also be considered as a source of support for this purpose.

(C) Non-Employees of the University

- 5.17 Heads of Department shall also be responsible for ensuring that a written agreement is signed confirming ownership of all Intellectual Property invented or discovered by the visitor and/or any consultant(s) engaged by its Department is put in place before such party undertakes any work for the University (paid or unpaid). If the academic visitor already has an employment contract with an outside institution, and if appropriate, an inter-institutional agreement between the University and the outside organisation will be put in place by the Commercial Office before any work commences. The inter-institutional agreement will determine which institution owns and commercialises any arising Intellectual Property.

(D) Agreements with Third Parties

- 5.18 Intellectual Property may arise from research which is supported or commissioned by a third party (Research Council, Government, Industry, Charity) under a grant or contract, then the terms of the contractual agreement between the University and the third party will determine ownership, use, commercial exploitation, and the rights, if any, of the University to any revenue from commercial exploitation. These terms may require that Staff and Students assign their rights in Intellectual Property to the University and/or the third party and the relevant Staff and Students will assign such Intellectual Property accordingly. When relevant, all Staff and Students involved in a research project supported or commissioned by a third party must be informed of the contractual issues by the principal investigator before the research starts.
- 5.19 Depending on the relative financial and intellectual contributions of the University and the third-party organisation to a piece of work, it may be appropriate for either to own any arising Intellectual Property.
- 5.20 All Departments will provide the Commercial Office with a copy of any contract containing Intellectual Property terms for approval prior to signing.

6. OBLIGATIONS OF STAFF AND STUDENTS

- 6.1 The early identification of Intellectual Property created in the University is vital. Creators must always be alert to the prospective value of their work. Creators must notify the Commercial Office immediately of any Intellectual Property that they believe may have commercial value arising from their University work or their Students.
- 6.2 Any invention and associated information must be kept confidential until after a full evaluation by the Commercial Office for exploitation potential and if appropriate, protection. The University encourages publication but Staff

wishing to publish or otherwise disclose must first contact the Commercial Office for a discussion regarding the most appropriate form of protection.

- 6.3 Inventions must be disclosed using the disclosure procedure required by the Commercial Office which shall conduct a review to determine the ownership of the Intellectual Property and form a preliminary view of possible commercial potential.
- 6.4 The Creator(s) must give the University all reasonable assistance in formalising the ownership, protection and commercial exploitation of the Intellectual Property when required, for example, working with lawyers, patent agents and in identifying potential licensees. The Creator(s) will give the University authority to execute any document that the University deems necessary to aid exploitation of the Intellectual Property.
- 6.5 All University Intellectual Property will normally be reviewed on an annual basis by the Commercial Office and if it is no longer considered commercially exploitable then the Commercial Office may recommend that, where relevant, any protection be allowed to lapse and any other work on exploitation activities cease. The University has sole discretion to accept such a recommendation but will normally first give one (1) month notice to the Creator(s) with the option to assign the Intellectual Property to them to pursue further exploitation and any protection at their own risk and cost. The terms of the assignment must be mutually acceptable and reflect prior effort, and investment and future needs. In the event of such a transfer of rights, the Creator(s) shall grant to the University at their own cost, a perpetual irrevocable, royalty free licence to use such reverted Intellectual Property for its own purposes.
- 6.6 Creator(s) must ensure that the University is notified in writing at all times of their current address so that the option to assign Intellectual Property to the Creator as set out in 6.5 can be activated.

7. DISTRIBUTION OF INCOME (REVENUE SHARING)

- 7.1 Payments received for the successful commercialisation of Intellectual Property are treated as gross revenue. They may take a number of forms, including one-off lump-sum payments, up front payments, option fees, milestone payments or royalties or otherwise. The University may also receive shares instead of money, in which case the University will hold the shares and distribute any income/capital receipts in the proportions defined in the table in 7.2 below.
- 7.2 Prior to distribution, the University will normally recover any applicable advisory, legal and protection costs, as well as any statutory deductions such as taxation and national insurance. The remaining net revenue will normally be shared as follows:

Cumulative Net Receipts (GBP)	Creators and agreed additional staff or students	School	University
Up to 5k	100	0	0
5k – 50k	60	20	20
50k – 100k	40	30	30
Over 100k	30	30	40

The University may agree to take an equity stake in a company as an alternative or addition to the above.

- 7.3 No distribution of income shall be made until the Creators have reached agreement on their share and agreements are in place between the individual(s) and the University which will normally be done at the time of registering the Intellectual Property and always before any commercial activity has commenced. Where they all agree, Creators may agree to include additional Staff or Students in the distribution of income who have made a significant contribution to the IP but who are not deemed to be Creators under this Policy.
- 7.4 Individuals receiving a share of the revenue from exploited Intellectual Property in accordance with the above table will continue to receive their payments if they leave the University until the payments cease. If a Creator dies, the estate of the deceased will receive their payments. The Commercial Office will be responsible for making arrangements to distribute any net revenue.
- 7.5 Individuals who are entitled to payments under the University's revenue sharing arrangements must ensure that the University is notified in writing at all times of their current address to where any revenue payments due may be sent. If the University is not given such current address details, then they will be designated a 'missing individual' and all unclaimed revenue payments may be invested in a deposit account until such revenue payments are claimed whilst all interest shall be retained by the University. The University will not be a trustee of any such unclaimed revenue payments.
- 7.6 Any revenue payments remaining unclaimed for 5 years from the date the revenue is received by the University will, after that date, be forfeited and will revert to the University and will be distributed plus any net interest between any others entitled to share in such revenue stream, excluding missing individuals(s).
- 7.7 Where the University is acting as a gallery or agent for a specific commission to a member of staff or student, the University will normally charge 20% of the income from the sale with the remainder going to the Creator(s).

- 7.8 Where the University commissions members of staff to produce a written work, or where they wish to be represented as writers by the University in an agency capacity, either a flat fee or share of royalties will be negotiated on a case-by-case basis.

8. RELATED FORMS, GUIDELINES, AND OTHER RESOURCES

The Head of the Commercial Office shall have wide authority and discretion to effectively operationalise this Policy and any related guidance and procedures within the confines of the University's Charter and any Regulations, Ordinances or other provisions made by Council and any directions given by or on behalf of the Vice-Chancellor.

9. DISPUTE RESOLUTION

- 9.1 Any issues, dispute, claims or any clarification required as to any provision of this Policy must in the first instance be referred to the Head of the Commercial Office who will liaise with the relevant Head of Department or their nominee in considering the matter.
- 9.2 If a decision is not mutually agreed within a reasonable amount of time, then the dispute can be referred to the Chief Operating Officer who will decide.
- 9.3 If the parties seek outside advice in such a dispute, the costs of such advice will be borne by the party seeking it. The decision will be final and binding on all parties involved.

10. COMPLIANCE

Any breach of this policy may be treated as a serious matter by the University and may result in action in accordance with each University's own Disciplinary Procedures.

11 IMPLEMENTATION

- 11.1 This policy has been approved by the Compliance Task Group and Research Strategy Group and is subject to periodic revision in consultation with the appropriate University bodies.
- 11.2 This Policy shall not have retrospective effect. This Policy shall apply to all Intellectual Property disclosed to the University devised, made, or created on or after the approval date. This Policy shall come into effect on 24/04/2023 and shall replace all previous versions.