

## 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**

3. This document is intended to provide a general statement of the University's policy in relation to intellectual property rights, including ownership and use of rights in the following:
  - i. work published by the University;
  - ii. work undertaken by fellows, academic employees and all other staff employed or engaged by or on behalf of the University;
  - iii. work commissioned by or on behalf of the University;
  - iv. work commissioned by a third party from the University; and
  - v. work undertaken by students of the University.
4. This policy does not replace more detailed relevant provisions of agreements entered into by the University, for example specific research funding agreements or intranet terms and conditions, though such provisions should be broadly consistent with the principles set out here.

### *Who is covered by this policy?*

5. This policy covers the Central Academic Bodies<sup>1</sup>, as specified under Ordinance 11 of the Ordinances of the University, and the Central Activities<sup>2</sup> of the University of London. It covers all staff employed or engaged by or on behalf of the University, including staff seconded to or from the University, fellows and registered students of the University.

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<sup>1</sup> 'Central Academic Bodies' are comprised of: University of London International Academy, The School of Advanced Study and University of London Institute in Paris.

<sup>2</sup> 'Central Activities' are those activities, operations and services which the University carries out and provides centrally for the benefit of the Colleges and of Students registered with the University itself; this includes the Senate House Library.

6. Employees and registered students of the Colleges of the University of London federation should refer to the relevant policies established by their own institution; they are not covered by this policy except when they are in addition engaged to do work for the University of London, or are registered as a student with the University.

*What intellectual property rights are covered by this policy?*

7. This policy covers all intellectual property rights (IPR) except those specified in paragraph 8. This includes copyright, moral rights, performing rights, broadcast rights, patents, trade secrets, database rights, registered and unregistered design rights, trade mark rights in works developed through the work of any of the Central Academic Bodies or Central Activities plus any other relevant or related rights. Further information about these different types of IPR and references to the main statutory definitions are provided below in Annex 1.

*What intellectual property rights are not covered by this policy?*

8. This policy does not cover the following:
  - i. While some provisions of this policy require a duty of confidentiality, it does not constitute a confidentiality policy as such.
  - ii. It does not cover the University's protection of its logo, name and brand through trade marks.
  - iii. It does not cover the image rights of University employees or students, except in relation to work commissioned or funded by or on behalf of the University.

**Part A: General principles in relation to intellectual property rights in work undertaken, produced or published by the University**

9. As a charity, the University has a duty to advance knowledge and learning for the public benefit. It thus has a duty to promote the creation of original intellectual property and, generally, to make it publicly available.
10. In its dealings with employees, students and third parties, the University will therefore aim to assert and secure such intellectual property rights as are necessary to support its educational work and to make work publicly available where appropriate.
11. The University will aim to make knowledge and learning publicly available at little or no charge wherever possible and appropriate. Where it produces or publishes work, it will consider whether it is possible and appropriate to publish that work under an open licence; and it will encourage its employees and students to consider publishing their own intellectual property under open licence. Further information on using open licences is provided in Annex 2.
12. However, it may be appropriate for the University to restrict dissemination of some intellectual property in order to protect confidentiality, to optimise benefits against costs, or to realise commercial benefit from that property. Where the University seeks to exploit intellectual property rights for commercial benefit, it will do so in line with its objects and charitable status:

- 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 (*employees*) and 46-50 (*staff*) and Annex 3 (*appeals*); 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**

### *Employees covered by this part of the policy*

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.
15. Where independent professionals are engaged by the University to provide consultancy or other services, they may not be employees within the meaning of this part of the policy, but their contractual terms of engagement should include clear provisions dealing with intellectual property rights in line with Part C of this policy.

*General position under English law*

16. Under English law, the University as employer will own any copyright created by its employees in the normal course of their employment, and, under the contract of employment, will generally own any other intellectual property created in the normal course of employment.
17. However, the University **waives** some of its rights in such intellectual property, as described below.

*Copyright and performance rights in works created by University academic employees*

18. In general, where a fellow, a visiting fellow or other academic employee of the University creates intellectual property in the course of their work which is capable of protection under copyright or performance right, the University will **waive** its right of ownership and the academic author of the work will own the intellectual property rights in it. However:
  - i. This general principle may be subject to variation in the case of collaborative work, externally sponsored work, specially commissioned or funded work, or other exceptional circumstances.
  - ii. Where a fellow or other academic employee creates academic course materials in the course of their employment, the University will normally require them to grant it a free, irrevocable, perpetual, non-exclusive worldwide licence to use such intellectual property for educational or promotional purposes; and it may require fellows or other academic employees to grant such licences in respect of other works which they create in the course of their employment.
  - iii. Except as otherwise agreed by the University, the University will retain ownership of intellectual property rights in the following works:
    - a) institutional materials including reports, syllabuses, curricula, papers commissioned by the University for administrative purposes, examination questions, etc.;
    - b) materials generated by prior agreement for which the University provides resources which are in excess of those normally available to employees, for example research data;
    - c) materials that are generated by prior agreement as ventures which involve sharing of copyright ownership between the University and employees;
    - d) copyright in any designs, specifications or other works which may be necessary to protect rights in commercially exploitable intellectual property;
    - e) databases (including both copyright and database right); and

- f) copyright in any software programme generated during the normal course of University employment – but where appropriate, the University will share revenue generated from commercial exploitation of that copyright; see paragraphs 24–27 and Annex 3.
  - iv. Where fellows or other academic employees work in the Warburg Institute, references in the policy to “the University” shall mean “the charitable trust of the Warburg Institute.”
19. Where academic authors retain copyright in work produced in the course of their employment with the University, they are encouraged to consider whether it may be possible and appropriate to release that work under a Creative Commons or other open licence. More information on this is provided in Annex 2. Academic authors in receipt of grants from the UK Research Councils or submitting work to the Research Excellence Framework (REF) after 2014 are required to comply with the open access policies of the Research Councils (<http://www.rcuk.ac.uk/research/openaccess/policy/>) and of HEFCE (<http://www.hefce.ac.uk/pubs/year/2014/201407/#d.en.86771>), respectively.

*Moral rights in works created by academic employees*

20. Where the University publishes work by an academic author, generally it will aim to respect the moral rights of that author by identifying them as the author of the work and not subjecting the work to derogatory treatment. This general principle applies whether or not the academic author retains copyright in the work, and whether or not they have licensed the University to use the work.
21. However, academic authors:
- i. will generally not hold any moral rights in institutional materials including reports, syllabuses, curricula, papers commissioned by the University for administrative purposes, etc.
  - ii. may be required to waive their right to be identified as the author of a work where appropriate, for example where the University publishes commentaries from Examiners or academic peer reviews.
  - iii. may be required to waive their right to object to derogatory treatment of a work where appropriate, for example in order to allow teaching materials to be adapted and revised without their future input.

*Copyright, performance rights and moral rights in works created by other University employees*

22. In general, the University will retain all intellectual property rights in works created by administrative, managerial, professional or technical employees and all other non-academic members of its staff in the course of their employment.
23. This general principle may be varied by separate agreement where appropriate.

*Patents, design rights, database rights and software in relation to works created by any University employee*

24. In general, the University asserts its right to own and exploit intellectual property rights in any patentable scientific invention, any design or article capable of being protected by registered or unregistered design right, any database, and any computer software created by any of its employees during the normal course of their employment. This general principle applies in the case of both academic and non-academic staff.
25. Any employee who thinks they may have created a work suitable for patenting, registration or commercial exploitation should inform their Head of Department. The Head of Department will in turn notify the University Secretary. The employee should refrain from telling other people about their creation until advised by the University that they can do so, as disclosure of the work may adversely affect efforts to secure and exploit intellectual property rights in it.
26. The University Secretary will determine in each case whether a work is to be patented, registered or otherwise exploited. Employees can challenge a decision in relation to their invention using the appeals procedure set out in Annex 3.
27. Employees responsible for inventions will normally receive a share in the benefits derived from the exploitation of their work.

*Intellectual property rights in respect of consultancy work by University employees*

28. In certain exceptional circumstances, the University may allow its employees to undertake consultancy work on behalf of another employer. Consultancy work may only ever be undertaken in line with the University's terms and conditions of employment. Where employees undertake such independent consultancy work:
  - i The University will not generally acquire or assert any intellectual property rights in work produced by the employee in the course of that consultancy, except as agreed between the employee, the University and the employer for whom the consultancy is undertaken.
  - ii The employee will respect the University's rights in its brand name and logo. He or she will make no representation that the consultancy work has been undertaken by or on behalf of the University, or represents the University; and as part of any consultancy agreement, he or she will require the employer under the consultancy to undertaken not to make any such representation.
  - iii The employee and the consultancy employer will be responsible for complying with third-party intellectual property rights; the University will have no role or responsibility in this.

**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**

35. In accepting to undertake research or other work, or in reaching agreement for a non-commercial collaborative venture which may undertake such work, the University must ensure that the work is compatible with its objects and charitable status. Among other things, this means ensuring that the work is of public benefit, which requires both that the work advance knowledge of importance and that it be disseminated appropriately.
36. In general, commissioned or funded research outputs should in due course be made available to the public. However:



- 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 will be respected.
38. The University recommends the Brunswick Agreement models as a useful example of good practice for research, development and collaboration agreements (see Annex 4).

#### **Part E: Intellectual property policy in relation to work created by students of the University**

##### *Students covered by this part of the policy*

39. This policy applies to students registered as students of the University of London, including International Programmes students. It does **not** apply to students registered with a College of the University federation unless they are also registered as students of the University. *(However, paragraph 51(iv) applies to students registered with any College of the University in so far as they use any of the University's Central Activities.)*
40. Students registered with a College of the University federation should refer to that College's policies and procedures.

##### *Copyright, moral rights and performance rights in works created by students of the University*

41. In general, where a student of the University creates intellectual property in the course of his or her studies which is capable of protection under copyright, moral rights or performance rights, the student will retain those intellectual property rights. This would include examination answers, papers prepared for classes, dissertations and theses.
42. However:
- i. This general principle may be subject to variation in the case of collaborative or externally sponsored work, or other exceptional circumstances.

- 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.
  - iii. Copyright in software will vest in the University, but the University will share any revenue generated from exploitation of that copyright in line with the procedure set out below in paragraphs 45–49 and Annex 3.
  - iv. Copyright in any designs, specifications or other works which may be necessary to protect rights in commercially exploitable intellectual property will vest in the University, but the University will share any revenue generated from exploitation of that intellectual property in line with the procedure set out below in paragraphs 46–50 and Annex 3.
43. Where students retain copyright in work produced in the course of their studies, they are strongly encouraged to release that work under a Creative Commons or other open licence. More information on this is provided in Annex 2.
44. Before publishing their work, whether for value or under a Creative Commons licence, students should take all reasonable steps to ensure that they respect third-party rights.
45. Where the University uses work created by a student, it will generally acknowledge the student as a creator of that work. However, there may be circumstances in which it is not appropriate for the student to be identified as the creator of the work, for example where the University publishes anonymised extracts from examination scripts or other examples of students' work. In such circumstances the University will ask students to waive their moral rights.

*Patents, design rights and database rights in works created by students*

46. In general, where a student creates intellectual property in the course of their studies which is capable of protection under registered or unregistered design right, patent or database right, those rights will vest in the University rather than the student. Furthermore, the University will also hold copyright in any designs, specifications, software or other works which may be necessary to protect rights in commercially exploitable intellectual property.
47. Any student who thinks they may have created a work suitable for patenting, registration or commercial exploitation should inform their programme director or supervisor. The programme director or supervisor will in turn notify the University Secretary. The student should refrain from telling other people about their creation until advised by University that they can do so, as disclosure of the work may adversely affect efforts to secure and exploit intellectual property rights in it.
48. The University Secretary will determine in each case whether a work is to be patented, registered or otherwise exploited. Students can challenge a decision in relation to their invention using the appeals procedure set out in Annex 3.

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.

**Part F: Policy to ensure respect for third-party intellectual property rights**

51. The University recognises that it has both a moral responsibility and a legal duty to recognise and respect the intellectual property rights of third parties. It is committed to taking all reasonable efforts to ensure that such rights are respected. To that end:
  - i. University employees are required to respect third-party intellectual property rights. They will receive appropriate support and advice. Deliberate or grossly negligent failure to respect third-party intellectual property rights may be treated as a disciplinary offence.
  - ii. Any agreements negotiated by the University will contain appropriate provisions to recognise and respect third-party intellectual property rights. Agreements with partner institutions will require those partners to respect third-party intellectual property rights as a condition of collaboration. Commissioning or funding agreements will require the commissioned or funded party to warrant that work is free from third-party rights.
  - iii. University students are required to respect third-party intellectual property rights. They will receive appropriate support and advice. Deliberate or grossly negligent failure to respect third-party intellectual property rights may be treated as an offence under the University's Ordinance 17 Code of Student Discipline.
  - iv. All users of the University's Central Activities, for example its libraries, are required to respect third-party intellectual property rights. They will receive appropriate support and advice. A user who fails to respect third-party intellectual property rights may be prevented from using the relevant Activity.
  - v. The University will cooperate with collection societies in the United Kingdom which represent third-party rights holders, and will act promptly and in good faith in response to any issues raised by such societies or by rights holders directly.

**Part G: Arrangements for review and revision of this policy**

52. The University Secretary will be responsible for establishing an appropriate review process for this policy.

## 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 original intellectual or creative activity. **Intellectual Property Rights (IPR)** are the legal rights that exist in those productions. IPR include the following related areas: copyright, database right, patents, designs, trademarks, and analogous rights.

**Copyright** is an unregistered intellectual property right, which arises automatically by operation of law in the UK when a protectable work is created by a qualifying author, and there is no registration required. ('Protectable' here describes the class of copyright work, these are: literary, dramatic, musical and artistic works, films, broadcasts and cable programmes. 'Qualifying' refers usually to whether the author is recognised under the **Copyright, Designs and Patents Act 1988**; most authors are qualifying authors.) A copyright work must be original. (Originality' has a relatively low threshold and is not to be confused in any way with whether a copyright work is novel or new. The term 'originality' only refers to the fact that the author must make some amount of effort to produce the work in the first place. The term 'literary' is merely a reference to a written work.) Computer software is treated as a literary work and as such is protected by copyright in the same way as literary and artistic works. Sometimes computer programs may also be protected as patents. Specialist guidance on this should be sought from the University's Director of Legal Services. Copyright is governed by the Copyright, Designs and Patents Act 1988. Copyright lasts for the life of the author plus 70 years.

**Databases** are protected in one of two ways. Some databases can be protected as copyright works (see above) when the person compiling the database is judged to have used sufficient skill, labour and judgment in devising the compilation. Other databases are protected by a separate Database Right. This lasts for 15 years. Databases protected by Database Right tend to protect the content, as opposed to the organisation and structure of a database. Even so, Database Right is a valuable intellectual property right. It is governed by the **Copyright and Rights in Databases Regulations 1997**.

**Patents** protect original inventions (subject to some exclusions) with industrial application. They are one of the strongest forms of intellectual property right, conferring a 20-year monopoly upon their proprietor and they are infringed even if there is no conscious copying. They have to be applied for and are granted by the state through the Intellectual Property Office. They must pass through a rigorous vetting procedure for compliance with the legal requirements, before they are granted. Patents are governed by the **Patents Act 1977**. One of the most important aspects of patent protection is that an invention must be 'novel', meaning that it must be new. Novelty can very easily be destroyed by disclosing the nature of the invention before a patent application is made. For this

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.

**Design Rights** under English law can exist in unregistered or registered form. Design rights are in some ways similar to copyright but for three-dimensional articles. Registered designs protect the shape, configuration, pattern or ornament of an article to the extent that they are new and have 'individual character'. The main legislation in the UK is the **Registered Designs Act 1949**.

**Unregistered Design Right** arises automatically by operation of law and, as its name suggests, it does not require to be registered anywhere. Unregistered design right is a proprietary right which subsists in an original design. 'Design' for these purposes means the 'design of any aspect of the shape or configuration (whether internal or external) of the whole or part of an article.' Unregistered design right does not subsist unless and until the design has been recorded in a design document or an article which has been made to the design. Unregistered Design Rights are governed by the **Copyright, Designs and Patents Act 1988**. Recent changes have been introduced by way of EU legislation which has created Community design rights that afford designs protection throughout the European Union.

**Trade Marks** can be registered or unregistered. A registered trade mark is often much more valuable than an unregistered trade mark, which can only give the owner a right to sue for passing off. It is more difficult and expensive to bring an action for passing off than for straightforward infringement of a registered trademark; so possession of a registered trademark is highly desirable. Registered trade marks are governed in the UK by the **Trade Marks Act 1994**. There is also a Community Trade Mark, which gives a mark protection throughout the EU.

**Assignment** is the term given to the outright transfer of ownership of IPR from one person or party to another. It is often, but not always, done in return for a fee. Whilst transfer of ownership of physical property is achieved by delivery of the property from one person to another, intellectual property must be transferred in a written document called an assignment.

**Licence and licensing** are the terms given to the permission that the owner of an intellectual property right may give to any other person or party to use that right. Someone using an intellectual property right without a licence infringes that intellectual property right. The owner may charge a fee in return for the grant of a licence and can impose terms and conditions on its use as part of a licence. There is no transfer of ownership, just a licensing of use, and it can be thought of as similar to hiring or renting out other forms of property. Licences are usually divided as follows. A non-exclusive licence means that the licensor him/herself can use the rights and he/she can have any number of licensees. A sole licence means that the rights owner can use the rights but can only create one licence in favour of his/her licensee. An exclusive licence means that the licensor him/herself cannot use the rights and only one licence can be created. An exclusive or a sole licence will tend to command more royalty rights or income than a non-exclusive licence.

**Moral Rights.** A moral right is not an intellectual property right but is something which allows authors or film directors to assert their rights to be known as the author of a work (the 'paternity

right') and to object to any derogatory treatment of the right ('the integrity right'). The moral right is usually asserted where copyright is assigned by the creator and the assertion binds the assignee.

## **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/licenses.html>) or other similar open source licences.

University staff may contact the Legal Services office for further guidance on licences.

### **Annex 3: Appeals procedure in relation to decisions on ownership of IPR**

If a University employee, fellow or student of the Central Academic Bodies feels a decision on the ownership of IPR relating to their work has been made incorrectly, they have the right to appeal the decision.

1. In the first instance an employee, fellow or student should inform the University promptly of their intention to appeal the decision so that there is an opportunity for a quick and informal resolution to be reached. This should be done in the following ways;
  - i. an employee should inform their immediate line manager.
  - ii. a fellow should inform the Research Grants and Fellowships Officer or equivalent.
  - iii. a student should notify the Registrar.
2. To initiate an official appeal against a decision by the University to assert ownership of, or require an assignment of, intellectual property rights, an employee, fellow or student should write to the University Secretary and copy in the Director of Legal Services. This must be done within twenty-eight days of the formal notification of the decision and outline the grounds on which the appeal is being made.
3. A three-member appeals panel will be convened at the earliest possible opportunity to consider the appeal. The panel will be comprised of:
  - i. the University Secretary
  - ii. a member of the Human Resources Department
  - iii. a suitably qualified person from amongst the University staff
4. The decision of the appeals panel will be made in writing to the appellant and the decision is final.



#### **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.arma.ac.uk/resources/brunswick-agreements/research-collaboration>.

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