Approved by the Vice-Chancellor’s Group on: 17 April 2018 Minor amendments (titles etc.) made on 20 January 2023.

INTELLECTUAL PROPERTY POLICY

This policy applies to all University of Chichester staff and students. It also applies to consultants and secondees from third party organisations unless their contracts with the University say otherwise. To find out more about what intellectual property is and how it can be protected, please see the separate ‘Quick Guide to Intellectual Property’.

# Background

* 1. This policy is intended to help staff, students and the University itself identify and make the best use of creations arising from work done at the University.
  2. Intellectual property (IP) is a general term and describes the outputs of creative endeavour in literary, artistic, industrial and scientific fields which can be protected under legislation. It is also used to refer to know how and confidential information. Intellectual property, though intangible, is like any other form of property. It is a valuable asset that underpins the basis of innovation.

# Identifying Intellectual Property

* 1. It can be difficult to identify the point at which new intellectual property arises. If in doubt, please seek advice from the University Solicitor.
  2. As a rule of thumb:
     1. **copyright** arises automatically in original artistic, musical, dramatic and literary works, such as teaching materials, articles or research notes, films, sound recordings and computer programs, once the work is captured in a physical form (including digitally);
     2. **design rights** protect novel designs or product ‘looks’ and arise based on use (and NB designs will also receive copyright protection);
     3. inventions (new devices, medical procedures, etc.) may be **patent**ed if they are new, inventive, and capable of industrial application. Patents must be applied for and do not arise automatically; they are also often expensive to maintain;
     4. names and brands (such as ‘mapdance’) are protected as **trademarks** based on use and accrued recognition; and
     5. **confidential information** (such as research in development, or commercial information) is protected automatically by its nature.
  3. Be aware that early disclosure of a work, particularly inventions or confidential information, can undermine or even prevent protection of the work. Confidentiality should be observed until such time as appropriate advice has been taken.

# Default Ownership

* 1. Intellectual property will arise as a result of the day to day activities of our students and staff. For example, intellectual property rights may arise in:
     1. teaching materials such as lectures, handouts, and programme documents;
     2. books, articles or other publications;
     3. films, videos, performance works, multimedia works, notebooks and other presentations;
     4. inventions or innovations;
     5. designs, artwork and layouts;
     6. databases, computer programs and collections;
     7. works generated using equipment or knowledge owned or managed by the University; and
     8. know-how and information associated with the above. NB: the above list is illustrative only and not exhaustive.
  2. Unless agreed otherwise in writing, the University owns any intellectual property generated by its staff, consultants and secondees in the course of their employment or where University resources or facilities have been used in its creation.
  3. Unless otherwise agreed in writing (for example, as part of a funding or collaboration agreement) any intellectual property generated by a student will be owned by that student.

# Ownership: Special Cases

* 1. Research Publications:
     1. Unless otherwise agreed, the University will waive any assertion of its legal ownership of copyright in research publications, including books, academic articles and conference papers or abstracts.
     2. The University actively encourages staff to retain electronic distribution rights over their research papers and then to make them available electronically, such as via online open access archives. This may be achieved alongside the copyright assignment required by many traditional publishers via a back licence allowing the author to publish the material electronically.
  2. Teaching Materials:
     1. By default, the University owns all intellectual property rights in the teaching materials, including e-learning materials, created by its employees during the course of their employment with the University.
     2. However, employees who create teaching materials will be granted a non- exclusive, royalty free licence to use those materials for non-commercial purposes.
     3. Upon leaving the employment at the University, former employees will not be entitled to use any materials in which the University owns the intellectual property rights, unless the written permission of the University has first been obtained. All such enquiries should, in the first instance, be directed to the office of the Deputy Vice-Chancellor.
     4. Employees who wish to use protected materials during their employment with the University must obtain appropriate permissions from their former employers for such use. If permission has not been obtained, or is withdrawn, then the materials must not be used. The University does not assert any claim over teaching materials produced by employees in any previous employment.
     5. In accordance with traditional practice, the University will also continue to waive assertion of its legal ownership of copyright in textbooks published generally whether electronically or in hard copy, although the same advice in respect of e-distribution rights as given above would apply. Whilst a textbook can be classed as a teaching material, in that it can be a recommended part of a student's reading and reference materials for a course, for these purposes the University draws a distinction between textbooks and those teaching materials which form an integral and essential part of the course content itself, and are provided only to students enrolled on the course or module.
  3. Funded Research or Consultancy:
     1. Where work is funded by an external organisation, the terms of the contract will normally make provision for the ownership and commercialisation of any intellectual property arising from the work being undertaken. The University Solicitor will provide support and advice on appropriate contractual arrangements.

# Evaluating and Protecting Intellectual Property

* 1. Employees must promptly report any work with anticipated potential for commercialisation to the Cross-Institutional Lead by completing an IP Disclosure Form.
  2. In the same manner, students may report any work with anticipated potential for commercialisation where they would like the support of the University in managing any appropriate protection or commercialisation. The University’s involvement will normally be on the basis of revenue sharing dependent on contribution, and will follow the process set out below.
  3. In assessing commercial potential, the University will consider a range of factors, including:
     1. the novelty and inventiveness of the product, service or technology;
     2. readiness for market (e.g., is the idea at concept or prototype stage?);
     3. market potential (how much is known about the target market, or the commercial appetite for the product?);
     4. competitive edge (what advantages does the product have over the likely competition?);
     5. customer behaviour (are they willing to try new products?); and
     6. the commitment and experience of the team (both in terms of the product and in the process of commercialisation).
  4. If it deems it appropriate, the University will make arrangements, via the University Solicitor and its professional advisers, as to the most appropriate method(s) to protect the intellectual property. Employees are required to co-operate as required to fully maximise the potential commercial revenue that can be obtained from any intellectual property rights.
  5. In cases where the commercialisation potential arises from work supported by external bodies, the terms of the grant or contract will prescribe the arrangements to be followed. However, the work should still be disclosed as set out above so that the University can comply with its obligations.
  6. The University may decide not to formally protect any work disclosed to it. In such cases, where the employee or student would still like to seek formal protection, the University shall enter into negotiations with the individual(s) concerned with a view to agreeing an appropriate way forward.

# Commercialisation of Intellectual Property

* 1. In respect of any intellectual property disclosed, the University will determine the most appropriate method for commercialisation, acting via the Cross-Institutional Lead supported the University Solicitor.
  2. Intellectual property may be commercialised in a variety of ways. For example:
     1. by being licensed to a third party for their use, exclusively or non-exclusively, in return for a fee or other benefit (often used for copyright or trademark rights, or minor improvements to existing ideas);
     2. via a contractual collaboration with a third party, allowing for continued input from the University while drawing on external commercialisation expertise and market presence, again on the basis of profit sharing or similar financial arrangement (used for concepts that require significant development prior to market launch); or
     3. via a spin-out company, either wholly-owned by the University or with third- party investment, to directly commercialise the intellectual property (suitable for concepts with a clear business plan, strategy and simple route to market).
  3. The various routes to commercialisation are complex and the direction of the Cross- Institutional Lead must be followed throughout the process.

# Revenue Sharing

* 1. The University operates a revenue sharing scheme for revenues arising from the successful commercialisation of its employee-created intellectual property (other than intellectual property that its employees are specifically contracted to generate, such as teaching materials used in the normal course of business).
  2. Student-created intellectual property is normally owned by the student, and thus this scheme will not apply, though it may form the basis of a collaboration with a student creator.
  3. For more details, please refer to the Cross-Institutional Lead.