



# INTELLECTUAL PROPERTY POLICY

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## 1. Purpose

- 1.1 The purpose of this policy is to outline how University Academy 92 (UA92) manages Intellectual Property (IP) generated by its Employees, Students, apprentices, or by Third Parties related to the organisation.
- 1.2 Intellectual Property is something unique that is created and is an asset which may have commercial value. UA92 has a responsibility to ensure that IP is managed effectively and to the benefit of the organisation.
- 1.3 This policy details how UA92 will:
- identify the owners of IP;
  - acquire, protect and use the IP generated within the UA92 environment;
  - recognise and reward the creator(s) of IP; and
  - avoid the infringement of third-party IP rights.
- 1.4 UA92 will respect third party rights, and not infringe the rights of others who own and control intellectual property and will meet its obligations to Third Parties, where appropriate.

### Definitions

- 1.5 The term “Intellectual Property” or “IP” means all inventions capable of protection whether by means of patent or not, registered and unregistered designs and design rights, UA92-commissioned works, computer software, commercially exploitable knowledge and all copyrights including copyright in literary, musical, dramatic and artistic works, software, distance learning course materials and material circulated electronically: e.g., via the internet. It also includes the UA92 Name and Logo.
- 1.6 There are three different types of IP:
- i. Foreground IP which is IP arising as a direct result of the works or project.
  - ii. Side ground IP which is IP indirectly created as a result of the works or project.
  - iii. Background IP which is IP which already existed prior to the works or project.
- 1.7 The term “Legislation” means all Legislation relevant to IP, including but not limited to:
- i. The Intellectual Property Act 2014;
  - ii. The Trade Marks Act 1994; and
  - iii. The Copyright, Designs and Patents Act 1988;
  - iv. The Patents Act 1977;
  - v. any other related IP legislation.
- 1.8 The term “Employees” means anyone with a contract of employment with UA92.

- 1.9 The term “Students” means all Students and apprentices registered/enrolled on UA92 programmes or modules.
- 1.10 The term “Third Parties” means individuals who are not Employees or Students of UA92. This includes but is not limited to visiting academics, associate academics, consultants and contractors.
- 1.11 The term “Members” means all Board members, Employees and Students of UA92.
- 1.12 The term “Teaching Materials” means any materials (physical or otherwise) used as part of teaching and learning on programmes or modules delivered at UA92. This includes, but is not limited to lecture hand-outs, presentations, recordings of teaching sessions, guides, textbooks, study notes and films.
- 1.13 The term “Scholarly Works” means works produced in the furtherance of an academic career. This includes but is not limited to articles in journals, conference papers, books, films, sound recordings, and study notes.
- 1.14 The term “Commissioned Works” means any works specifically commissioned by UA92 to create specific materials or works, as part of their employment or through a service provider-client relationship, IP in such work belongs to UA92. This includes, but is not limited to research funded directly by UA92, materials created specifically for the delivery of a programme (e.g. Technology enhanced learning, distance learning programmes), projects relating to teaching, learning and assessment and UA92 systems relating to the management of UA92 business. This also includes works commissioned and created as a result of UA92 projects in which an Employee is engaged which may not be part of their normal course of duties.

## **2. Scope**

- 2.1 This policy applies to:
- i. all forms of IP in any format and in any media;
  - ii. all Employees, Students and other Third Parties who contribute to the creation of IP jointly with or on behalf of UA92.
- 2.2 This policy does not apply to IP created by Employees and Students that does not relate to their membership of UA92.
- 2.3 This policy does not cover the use of copyright materials owned by Third Parties for teaching, personal study or research purposes (by UA92, its Employees or Students). Advice about the use of third-party copyright materials for research or teaching purposes should be sought from the Lancaster University Library where it relates to materials obtained via the Lancaster University Library or the UA92 Registrar.

### **3. Intellectual Property Policy**

#### Ownership of Intellectual Property

##### **3.1 Employees of UA92**

3.1.1 Under the Legislation relating to Intellectual Property, there is a general presumption that all forms of Intellectual Property generated by an Employee in the course of the employee's normal duties belong to the employer. Unless specified otherwise in this policy or in contracts of employment, UA92 will own the intellectual property produced by Employees in the course of their employment at UA92. This includes both innovations which are capable of being commercialised, UA92 Commissioned works, Teaching Materials and Scholarly works.

##### **3.2 UA92 Students**

3.2.1 Students will normally own the IP in the works which they produce in the course of their programme of study, including essays, theses, dissertations and independent study projects.

3.2.2 There are however, some circumstances in which Students will not own the IP in the works which they produce and Students will be required to assign their intellectual property rights to the UA92. If students develop intellectual property, including an invention, device, discovery, materials, product, process, computer software or any other potentially valuable result or innovation, with material input from UA92's academic staff, UA92's partners, UA92 resources, or as part of a collective project, programme or research activity, they will be required to assign all rights in such intellectual property to UA92.

3.2.3 In relation to any works Students submit for assessment, whilst Students will own the IP generated by the works, UA92 retains the right to keep the submission for assessment by the students (whether submitted via electronic or physical means). Students are advised, where possible, to keep copies of all works submitted.

3.2.4 UA92 acknowledges that for some types of works submitted by students for assessment it will not be possible to maintain a copy (e.g. artworks etc.). For works submitted by students for assessment the UA92 reserves the right to retain or refer to that submission until such time as all processes relating to outcome ratification are complete.

3.2.5 Where Students are required to assign their IP rights they will be acknowledged, as appropriate, in publications which result from the research work.

### 3.3 Third Parties

3.3.1 Third parties may be involved in the creation of IP in conjunction with or on behalf of UA92. Unless specified otherwise in this policy, UA92 will own the IP produced by Third Parties in the course of their engagement at UA92. This includes teaching materials, innovations which are capable of being commercialised and UA92 Commissioned works.

### 3.4 Contractors, consultants, visiting/Associate Tutors, Academics and Professors

3.4.1 All contracts with outside Contractors and Consultants should explicitly state that the copyright and other IP in any work they produce will belong to UA92 (where this cannot be agreed with the Contractor, contracts should state, as a minimum, that the contractor gives UA92 a free, unconditional, irrevocable and perpetual, transferable, non-exclusive licence to use the works and copy materials).

### Protection of IP

3.5 The table below provides an overview of the types of legal protection available for Intellectual Property rights:

Type of protection		Examples of relevant intellectual property
Copyright	Automatic right	Literary works (including writing), art, photography, films, TV, music, web content, sound recordings
Trademarks	Must be registered	Product names, logos, jingles
Patents	Must apply for patent protection	Inventions and products, eg machines and machine parts, tools, medicines
Design right	Automatic right	Shapes of objects
Registered designs	Must be registered	Appearance of a product including, shape, packaging, patterns, colours, decoration

3.6 Where IP is created within UA92 that may have the potential to be patented or a registered design, this must be reported to the Leadership Team as soon as possible in order that the interests of all parties can be established and safeguarded.

3.7 In specific circumstances, UA92 may decide to protect its IP. Where it is decided that UA92 will apply for legal protection for IP, it is expected that everyone involved in creating or inventing the IP will provide all reasonable



assistance in the process, disclose all relevant information and will maintain confidentiality.

- 3.8 Detailed records of any work undertaken should be maintained and the information relating to the IP kept confidential until such time as the IP has been evaluated and, where a decision is made to apply for legal protection, this has been secured.

### **Contracts and agreements**

- 3.9 Before the commencement of any collaboration with third parties or outside bodies who are not bound by these regulations from which IP may arise or for which UA92 IP may be used or disclosed an agreement must be agreed between UA92 and the Third party or outside body parties in relation to IP.

- 3.10 All contracts and agreements entered into on behalf of UA92 with third parties or outside bodies which may involve the creation of IP or use of UA92 IP should contain clauses relating to the ownership and management of IP and be drafted following the principles in this policy.

- 3.11 Assignment of IP by UA92 students

- 3.11.1 Where any of the above circumstances detailed in section 3.2 arise, UA92 will require that Students complete and sign a confidentiality and intellectual property agreement before commencing work on the project. In signing that document, the student will agree to:

- i. maintain strict confidentiality with respect to UA92 IP;
- ii. ensure that non-disclosure agreements are in place before discussing matters relating to UA92 IP with outside bodies or Third Parties;
- iii. assign ownership of the IP to UA92 if and when requested;
- iv. not assign or licence any rights in UA92 IP to Third Parties.

## **4. Related documentation**

- Student terms and conditions <https://ua92.ac.uk/student-regulations-policies>
- UA92 Contracts of employment

## **5. Appendices**