

BISHOP GROSSETESTE UNIVERSITY

Document Administration

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Intellectual Property Policy

1. Introduction

- 1.1 The term *intellectual property* refers to the rights granted to the creators and owners of intellectual works and the associated legislation which regulates the creation, use, and control of said works. This policy sets out the rights of students and members of staff of the University who create intellectual works in the course of their studies or employment at the University.
- 1.2 Students enrolled on the BA (Hons) Business (Team Entrepreneurship) should refer to additional guidance on intellectual property developed specifically for their programme. Research students should refer to additional guidance on intellectual property contained within the University's *Code of Conduct for Doctoral Research*.
- 1.3 This policy principally addresses issues relating to copyright (the right to control how original intellectual works are used and disseminated). Other branches of IP include:
 - *Patents*: monopoly rights which protect new inventions.
 - *Trademarks*: the right to protect a trademark and its link to certain goods and services.
 - *Rights related to design*: rights relating to the appearance, shape and configuration of a design.
- 1.4 A separate document, the University's *Code of Practice on Copyright*, sets out parameters of copyright legislation and describes the various copyright licences held by the University.
- 1.5 Copyright protection is automatic in the UK provided that a) the work is original and is one of the types of work protected by copyright (artistic, literary, dramatic, musical, typographical, recorded or broadcast), b) the work is expressed in a material form (i.e. is not merely an idea or concept), and c) the work was created by a British citizen or was first published in the UK. For literary, dramatic, and musical works the work must be recorded in some way for copyright to apply.
- 1.6 It is not a legal requirement to mark protected work with a copyright symbol (©) or the name of the owner or the publication year, but it is good practice and does provide a clear indication that copyright exists in the work.
- 1.7 Further advice about intellectual property, as it relates to the University, is available from the Head of Library Services in the case of copyright, or from the Enterprise Development Manager in the case of patents or intellectual works with potential or immediate commercial value.

2 Intellectual Property Right (IPR) as it applies to students of the University

- 2.1 For the purposes of this policy a student is defined as any person who is formally enrolled on a programme of study or research with Bishop Grosseteste University.
- 2.2 The IPR of an intellectual work created by a student of the University as part of their studies is owned by the **student** subject to the existence of any prior agreement to the contrary. Occasions where a prior agreement may be necessary include any student (individual or group) project designed to develop resources for ongoing use by the University, e.g. a heritage trail.
- 2.3 Types of student work are various and can include work submitted as part of a formative or summative assessment, work created as part of a collaborative activity (e.g. a discussion on

Blackboard, a presentation in class), or materials such as portfolios, learning logs, and research logs. Furthermore, student work can exist in different formats, e.g. written, recorded, performed, drawn, sculpted, photographed, or filmed.

- 2.4 The IPR of any **physical artefact** created by a student of the University as part of their studies belongs to the student subject to the existence of any prior agreement to the contrary, e.g. a work specifically commissioned by the University. Physical artefacts include but are not exclusive to marked assignments and examination scripts, reports, theses, paintings, drawings, sculptures, musical scores, photographs, films, videos, and designs. Arrangements for the return of examination scripts and marked assignments are set out in the *Code of Practice for the Assessment of Students*.
- 2.5 The University may on occasion request that a piece of student work be **temporarily or permanently loaned** to the University for display purposes. Such arrangements should be agreed in writing by both parties. Students are within their rights to refuse such requests.
- 2.6 The University recognises the **moral rights** of students to be listed and credited as the authors of intellectual works. Thus, if a student agrees to their intellectual work being reproduced in University learning or teaching materials the student's IPR must be recognised and their contribution acknowledged.
- 2.7 The IPR of intellectual works created by students of the University whilst on **placement**, or whilst on **work-based programmes**, such as a Foundation degrees, depends on one of two circumstances:
 - 2.7.1 If a student creates an intellectual work during a placement period, or whilst in employment as part of a work-based learning programme, **as a result of a requirement of their Programme of study** (a learning journal for example) then the IPR belongs to the student, subject to the existence of any prior agreement to the contrary.
 - 2.7.2 If a student creates an intellectual work during a placement period, or whilst in employment as part of a work-based learning programme, **as a result of a request by an employer of the placement or work-based learning provider** (a classroom display or a set of instructions for example) then the IPR belongs to the placement or work-based learning provider, subject to the existence of any prior agreement to the contrary. In this instance the student would not have the right to transfer IPR to themselves or to Bishop Grosseteste University without the permission of the placement or work-based learning provider.
- 2.8 Students are not entitled to assign or license rights in **third party material** in their work. For example, if a student reproduces a diagram from a book in an assignment, as permitted under the terms of the University's *Copyright Licensing Agency* licence, the student does not have the right to allow the diagram to be subsequently exploited or reproduced in any other way.
- 2.9 Where students and/or staff members **collaborate** to create work or research the attribution of rights and ownership must be equitable and should ideally be agreed prior to work commencing, or as early on in the process of creation as possible.
- 2.10 The University has licence to use student work for **marketing** purposes: that is, in promotional materials such as the prospectus and on the website. Such arrangements should be agreed with the student in writing and recorded by the University. Students are within their rights to refuse such requests.
- 2.11 The University has licence to copy student work for **quality control** purposes: that is, for inspection by external examiners or to keep a bank of work for the purposes of quality inspections or audits.

- 2.12 The University has licence to hold work **submitted for assessment**. Work is returned to students on the understanding that it may have to be re-submitted for inspection by external examiners or for the purposes of quality inspections or audits.
- 2.13 The University has licence to pass copies of student work to external agencies to make random checks for instances of **plagiarism**.
- 2.14 In the case of **postgraduate theses** the University requires one copy to be deposited in the university library. In the case of doctoral theses, a copy will also be lodged with the University of Leicester. The first owner of a thesis is the student. However, if during the creation of the work contributions are made by others, e.g. a student's supervisor, then the work is eligible for joint ownership. This should be discussed by the student and the collaborator at the start of the collaboration to ensure clarity and equity.
- 2.15 If a student creates an intellectual work during the course of their studies and becomes conscious that the work has immediate or potential **commercial value**, they should seek advice from the Enterprise Development Manager. This applies regardless of whether the production of said work was dependent on equipment or other resources belonging to the University. The University does not have the right to negotiate with the student for a share of any profits associated with an intellectual work unless the work was created in joint collaboration with one or more members of staff.
- 2.16 Any dispute relating to a student's intellectual property rights will be addressed via the University's *Student Complaints Procedure*.

3 **Intellectual Property Right as it applies to members of the University staff**

- 3.1 In accordance Section 11 (2) of *The Copyright, Design and Patents Act (1988)* the University is the **first owner** of works of intellectual property produced as a result of contractual duties. Such works include:
- Learning and teaching materials
 - University documentation (e.g. reports, minutes, papers)
 - Research and scholarship (see 3.2)
 - Consultancy services
 - Commercial research
 - Patents

This principle is irrespective of the format of the work (e.g. paper-based or electronic), or where and how the materials were produced (i.e. at home or at work, or on equipment belonging to the university or the employee).

- 3.2 Although by law the University is the first owner of intellectual property created by members of staff in the course of their contractual duties, Bishop Grosseteste University **automatically grants copyright** to individual and joint authors of **research** and **other scholarly works** (e.g. research papers, textbooks, articles). These authors are thus entitled to transfer copyright to organisations that accept their works for publication.
- 3.3 Members of staff who undertake **collaborative** research or scholarship, or who engage in **consultancy** or **commercial** research, should discuss and agree IPR ownership with all involved parties early on, and in particular prior to the signing of any contract. Any mutually agreed IPR position should be recorded in an agreement signed by all parties and may incorporate a confidential non-disclosure agreement to protect the IPR during the development stage.

- 3.4 The University reserves the right for the Executive Dean, Learning, Teaching and International to assess the extent to which a member of staff's scholarly activity is **commensurate** with their contractual duties. If the Executive Dean, Learning, Teaching and International, in consultation with the relevant Head of School, concludes that the scholarly activity has become a significant commercial activity the member of staff may be required to negotiate payment to the University of an agreed portion of any related income.
- 3.5 The University recognises the **moral rights** of a member of staff to be credited as the author of an intellectual work even if the member of staff does not hold the IPR (e.g. in the case of teaching materials). Credited authors are entitled to indicate when such works are out of date and should be revised, and to approve any significant revisions. If an author's offer to update the material is not accepted or if they do not approve of the revised version they may request for their name to be removed from the work.
- A member of staff who is a credited author and who moves to another institution is automatically granted a **non-exclusive, non-royalty licence** to use any portion of the teaching material with which they are credited at their new institution. If, at their new institution, the author thereafter significantly revises the material the University will have no further rights and the IPR policies of the new institution will apply. If the University revises the original teaching material after the author has left, the author will have no rights to use the revised teaching material. The same principles apply to members of staff who bring materials developed at their former place of work. The University recognises and takes care not to infringe the IPR of other institutions and their staff.
- 3.6 The provisions of the *Patents Act 1977* relating to the ownership of employees' inventions and the compensation of employees for certain inventions (sections 39, 40, 41, 42 and 43) are acknowledged by the University. Any member of staff who creates an intellectual work during the course of their employment which they believe may be **eligible for patent or protection** should approach their line manager or Head of School who will consider the matter in liaison with the Executive Dean, Learning, Teaching and International. The matter may at this point be referred to the Enterprise Development Manager. All information will be deemed confidential and no publication or disclosure shall be made without the express prior written approval of the member(s) of staff involved.
- 3.7 If a member of staff creates an intellectual work during the course of their employment and becomes conscious that the work has immediate or potential **commercial value**, they are required to declare it to their line manager or Head of School and to the Enterprise Development Manager. In such instances the member of staff has the right to negotiate with the University for a share of any profits associated with the intellectual work.
- 3.8 If, after an appropriate period of time, the University has not acted to exploit an invention or work which has been deemed to be of potential commercial value, the member of staff may submit a written application to the Enterprise Development Manager for the transfer of the IPR from the University to them. If the University agrees to the transfer, it will not expect to share in any profits which may arise from any future development of the work.
- 3.9 Any dispute relating to intellectual property rights will be addressed via the University's *Grievance Policy and Procedure*.