

1 PREAMBLE

1.1 The University of Greenwich (the "University") has as its primary goals (i) the teaching of students in various disciplines at under- and post-graduate levels, (ii) the expansion of knowledge through scholarly studies and research, (iii) the support of the business and wider community throughout its region and beyond, and (iv) the publication and other dissemination of the products of its studies and research. In accomplishing these goals, University staff members, researchers and any other persons employed or appointed by the University to produce innovative or novel work or ideas (collectively referred to as "University Employees") may develop intellectual property ("IP"). This Policy addresses the ownership of rights in and to such IP together with the arising commercial exploitation, and the means whereby the interests both of the University and University Employees may be protected. This policy should be read alongside the accompanying guidance document ("Guidelines").

1.2 For purposes of this Policy, the term "IP" refers to all types of intellectual property. The following examples are not exhaustive and the Policy applies to all other types not listed here, regardless of whether they may be protected by patent, copyright, trademark, trade secret or other law;

- Discoveries
- Inventions
- Trade secrets
- Trade and service marks
- Writings
- Designs
- Art works, including films, videos and multi-media productions;
- Musical compositions and performances
- Software
- Literary works
- Architecture

1.3 Since publications may disclose patentable inventions, University Employees should seek assistance from the Director of Greenwich Research and Enterprise of the University prior to publication if they believe such IP may have commercial value.

1.4 Where IP arises out of research funded by Research Council grants or by external industrial collaborators or commissioners of research with whom a written contract is in place dealing with matters of ownership of Intellectual Property, ownership will first be determined by the conditions under which funding of the research work is granted.

2 ASSERTION OF RIGHTS

2.1 The University hereby asserts its rights of ownership in IP created by University Employees during the course of their employment. In accordance with the provisions of the Contract of Employment for Lecturing Staff (which includes academic and research staff) in use since 1992, all staff employed on that contract have agreed to assign their IP rights to the

University. Nothing in this policy shall override the terms of an individual's contract of employment in relation to ownership of copyright on literary works. The scope of terms used in this section is as defined in the Copyright, Designs and Patents Act 1988 (the "Act").

- 2.2 The University recognises the need to provide;
- clear incentives for the creation of IP,
 - effective and efficient University services which can evaluate and protect IP, and then decide on the most appropriate arrangements for its transfer into use,
 - fair and equitable arrangements for sharing any net commercial returns from commercialisation of IP, and
 - protection of the moral rights of University employees as defined in the Act.
- 2.3 Any waiver of the University's rights shall only be effective in writing, signed by the Deputy Vice-Chancellor (Research and Enterprise) (or, in his/her absence, by another member of the Vice Chancellor's Group) before it is operable.
- 2.4 Teaching Materials include any materials created within the University, or on its behalf, that are primarily intended to be used (by University staff or others) or accessed by Students at any level, for the purposes of any course of study of those Students.
- 2.5 Teaching Materials will remain the property of the University which will be entitled to deal with them as it sees fit. Originators of Teaching Materials are required to obtain all necessary written permissions from the owners of, or rights organisations dealing with, copyright owned by third parties before they can be incorporated into materials intended for University use.
- 2.6 The University acknowledges that ownership of Performers' rights in any Teaching Materials, including video or other recordings of a University Employee's own lectures or presentations, are owned by the Employee. All Employees grant to the University and its subsidiaries a non-exclusive, perpetual, world-wide, royalty free licence to use such materials for administrative, promotional, teaching, research and commercial purposes, with rights to sub-license. In the event of commercial usage of the materials the originators will be rewarded in accordance with the provisions for distribution of net commercial returns currently in force.
- 2.7 Students will not normally be permitted to make recordings of an Employee's lecture or presentation except for a sound recording for the sole purpose of supporting that Student's private study (but not for distribution to others), or where a reasonable adjustment needs to be made to comply with the Equality Act 2010.
- 2.8 The University will normally credit the Originators of Teaching Materials but will not be liable for any failure to do so. If an Originator of Teaching Materials requests in writing that his/her name be removed from the Teaching Materials, the University will comply where such request is made on the grounds that the whole or parts of the Teaching Materials are out of date or changed in a manner that might damage his/her reputation. The University may otherwise amend or update its Teaching Materials in any way it sees fit. Where significant amendments are made the University will generally consult with the Originators of the materials but will not be obliged to be bound by the views of the Originators.

- 2.9 Scholarly Materials include any non-commissioned materials in the following categories;
- Books (unless the textbooks were developed using Teaching Materials or University –administered funds paid explicitly to support the textbooks’ development)
 - Articles intended for publication (e.g. in academic journals, or social media etc.)
 - Conference papers and presentations
 - Theses and dissertations
 - Popular non-fiction, novels and poetry
 - Works of fine art
 - Personal notes created solely for private use by the Employee
- 2.10 Scholarly Materials will be exempt from the University’s assertion of rights of ownership. This exemption will not apply where Scholarly Materials are created in the performance of third-party sponsored research or consultancy where contractual terms will take precedence. The Originator of such materials agrees to grant to the University and its subsidiaries a non-exclusive, perpetual, world-wide, royalty free licence to use such materials for administrative, promotional, teaching, research and commercial purposes, with rights to sub-license. In the event of commercial usage of the materials the originators will be rewarded in accordance with the provisions herein.
- 2.11 Where there has been more than incidental use of University resources or equipment such materials will be classed as University-owned IP.
- 2.12 The Originator of Scholarly Materials will ensure that where they have been produced in collaboration with non-University Employees the collaborators will also license the University in the same way.

3 STUDENTS

- 3.1 A Student is any person registered as a student of the University, or following any course as if he/she were such as student. Ownership of IP created by a Student, who is not also a University Employee, rests with the Student. Students who are also University Employees, including research assistants, knowledge transfer partnership associates, are treated as Employees for the purposes of this policy. The employer of sponsored Students (usually part-time) including apprentices, will be the first owner of any IP arising, according to the nature of the work being undertaken; ownership arrangements will otherwise be dealt with in accordance with the terms of the sponsorship agreement between the employer and the University.
- 3.2 All postgraduate research students will normally be asked to sign an Intellectual Property Assignment agreement prior to their enrolment with the University; in consideration for such assignment they will receive support and benefits from subsequent use of IP to which they have made a direct, inventive contribution as if they were a University Employee. Should a Student refuse to assign his/her arising IP to the University, the University will have the right to withhold the Student’s access to the area of research and to seek to find, without obligation of success, an alternative research topic which will not compromise any University interests or those of its Employees.

- 3.3 If a Student creates IP outside the scope of his/her University work, with more than incidental use of University resources, he/she will be deemed to have agreed to transfer such IP to the University.
- 3.4 On enrolment, Students grant to the University and its subsidiaries a non-exclusive, perpetual, world-wide, royalty free licence to use IP created by a Student in the course of his/her studies with the University for administrative, promotional, teaching and research purposes, with rights to sub-license. Investment in or support of commercial development of a Student's materials will be granted by the University only where an Intellectual Property Assignment agreement is in place which transfers ownership to the University. In this event the Student will be rewarded as if he/she were a University Employee.

4 RIGHTS AND OBLIGATIONS

- 4.1 Commercial exploitation of IP is carried out in accordance with a defined process approved by the Board of Greenwich University Enterprises Limited ("GUE Ltd"). Evaluation of IP and recommendations on investment therein are made by the Commercial Activities Group ("CAG"), a sub-group of GUE Ltd, and is responsible for recommending such to Court via GUE Ltd.
- 4.3 The CAG will be primarily responsible, having consulted Faculty Research Directors where appropriate, for deciding whether or not to proceed with patent or other protection for IP, CAG will assist IP generators and other University Employees to comply with contractual or other legal obligations regarding the protection of IP or confidential information, or the publication or the results of research and activity.

5 DISCLOSURE OF IP

- 5.1 Any University Employee who has developed IP which may be patentable or subject to other protection or which may be in any way capable of commercialisation should inform their Head of Department and Faculty Director of Research who shall consider the approach in confidence. The University Employee, Head and Faculty Director of Research will take advice from the Director of Greenwich Research and Enterprise on how best to develop the IP. All information concerning IP shall be deemed confidential.
- 5.2 In certain circumstances it may be necessary to restrict publication or external disclosure of IP (for example, to protect the non-publication requirements of a patent application). Such restrictions are not intended to limit in any way the academic freedom of University Employees to publish the results of research or intellectual pursuits.

6. PROTECTION AND EXPLOITATION OF IP

- 6.1 For each disclosure of IP, CAG shall determine whether to seek patent protection or any other form of protection for the IP. Registrable IP may only be registered by the University.
- 6.2 Where it is decided to seek exploitation of IP, one or more actions will be taken as appropriate and in accordance with the current guidelines for implementation of this Policy. The possible routes for action are set out in the guidelines.
- 6.3 If the University elects not to seek patent or other protection for IP, and if CAG determines that the University has no interest in seeking commercialisation, the University shall release and assign all

commercialisation rights to the IP generator(s) subject to the granting back to the University of a non-exclusive, perpetual, world-wide, royalty free licence to use the IP for administrative, promotional, teaching and research purposes but not for subsequent commercial purposes without the prior agreement of the IP owner.

- 6.4 The University reserves the right to review its previous decision to relinquish IP back to the IP Generator(s) if new substantive related IP is developed after the decision has been taken which may have a material impact on the decision or if new circumstances arise, such as identification of new uses for existing IP.
- 6.5 Where an IP generator leaves the University, he/she shall be required not to enter into any agreement with any third party (including a new employer) to exploit IP generated while a University Employee and not previously declared and assessed in accordance with this policy until at least two years have elapsed. The University will exert its full powers of assignment in the event of any attempts by a University Employee to conceal the existence or worth of IP generated in order to evade his/her obligations to the University.

7 TRANSFER OF RIGHTS TO INTELLECTUAL PROPERTY

- 7.1 University IP may not be transferred to third parties by assignment, licence, sale or otherwise, without the advice and written approval of the authorised signatory of the University after consultation with inventor(s) and author(s).

8 ROYALTY PAYMENTS AND OTHER CONSIDERATION

- 8.1 The University recognises the mutual relationship which it seeks to foster between itself and University Employees.
- 8.2 The net proceeds received as a result of exploitation shall be distributed in accordance with the division as set out in the Guidelines.
- 8.3 Where more than one IP generator is involved, the distribution of their share of the income between themselves shall be for them to determine. Should an IP generator subsequently leave the service of the University there shall be no consequential change to the royalties which the Inventor receives. In the event of the IP generator's death, entitlement to royalties shall transfer to the IP generator's estate.

9 SPIN-OUT COMPANIES

- 9.1 While licensing of IP is anticipated to be the usual route for commercial exploitation, the University may exceptionally consider supporting the establishment of a company for the purpose of commercialising inventions made at the University. The normal protocol to follow in the formation of a spin out company will be as set out in the Guidelines.

Approved by Court, 27 November 2017