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**Intellectual Property Policy**  
**of**  
**The City University (the “University”)**  
Approved by Council on 10 October 2014

This version takes effect from 10 October 2014 and supersedes all previous versions.

At the date of writing, this Intellectual Property Policy and its implementation are managed under the supervision of the University’s Intellectual Property Commercialisation Board, which governs the management and commercialisation of the University’s intellectual property.

The University reserves the right to modify the Intellectual Property Policy at its discretion, and to undertake periodic revisions.

For further information contact the Technology Transfer Team in the University Enterprise Office at: [techtransfer@city.ac.uk](mailto:techtransfer@city.ac.uk)

**Version control**

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## 1 Introduction to Intellectual Property

Intellectual property (“IP”) is a collective name for various types of property, recognised by law, that protect creations of the mind.

In a university context, those creations of the mind may include the following:

- a) literary works, including publications in respect of research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of University facilities;
- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) works generated using computer hardware or software owned or operated by the University
- f) patentable and non-patentable technical information;
- g) functional and aesthetic designs including semi-conductor chip topographies;
- h) plant varieties and related information;
- i) know-how and information associated with the above;
- j) data associated with the above; and
- k) any other University-commissioned works not included above

These and other creations of the mind may be protected by one or more types of intellectual property. The main types of IP include patents, copyright, database rights, trade marks and registered designs. See further Annex 5. Each of the IP types has its own legal rules, mostly derived from legislation, which address issue such as subsistence, validity, infringement, and dealings. Although not strictly a form of IP, confidentiality laws are sometimes used as means of protecting and licensing know-how, and rights in respect of confidential information are sometimes treated as a type of IP, e.g. in contractual definitions of IP. Like physical property, intellectual property is an asset which can have commercial value and can be traded; it can be bought, sold and licensed.

The extent of the protection given to an intellectual creation by IP laws will depend on the type of IP in question – the protection given by a patent, for example, is very different from the protection given by copyright. In the absence of a recognised form of IP, or other legal remedy (e.g. under data protection or personal privacy laws, or moral rights) creations of the mind may not be protected from being used or copied by others. In other words, there is no general prohibition on using the intellectual creations of others. This position under IP laws should not be confused with the specific rules and practices of academia in relation to authorship, citation and plagiarism.

For some types of IP, no formalities are necessary and the right comes into existence automatically (e.g. copyright, unregistered design right). For others registration is required (e.g. registered design, registered trade mark, patent).

A main objective of these legal rights is to stimulate innovation, by encouraging the publication of new ideas, by providing a means for the creators to benefit, and by allowing

others to build on new ideas by avoiding secrecy.

If research results are protected by legal rights, then this can also help to justify commercial investment into further research, development and commercial use.

Patents provide protection for technical inventions and there are strict procedures and rules which must be followed. A patent cannot be granted if the invention has already been disclosed and so care must be taken to avoid premature disclosure before the patent application has been filed.

Most of the intellectual property created at the University can be protected by copyright. No formalities are required under UK copyright law; although it is recommended that a copyright notice should be placed on the front page of all works where copyright belongs to the University, including computer software, as follows:

“© The City University 20[xx]. All rights reserved.”

**For further information about Intellectual Property see Annex 5.**

## **2 Objectives**

- 2.1 The University is committed to ensuring that its intellectual property is used in support of the objectives set out in its Royal Charter and Statutes, and in accordance with its legal obligations as a charity, for the benefit of individuals and society at large. The University is committed to the widespread dissemination and use of the results of its research by appropriate means, which may include publication and commercialisation.
- 2.2 Where the University manages intellectual property in support of the above objectives, it has a responsibility to ensure that it does so for the benefit of the University as a whole. In particular cases, the University may also have responsibilities to the creators of the intellectual property and its funders, and to respect the rights of third parties when using third party intellectual property.
- 2.3 This Intellectual Property Policy is concerned with the management and use of all intellectual property owned by, or created within the University, or using University facilities and resources. It is also concerned with the use of third party intellectual property, where this affects the University’s freedom to conduct its activities.
- 2.4 The Policy sets out the University’s position regarding ownership and use of intellectual property, the recognition and reward for the creators of intellectual property, and the obligations, roles and responsibilities of all parties.
- 2.5 This Policy covers all persons
  - a) bound by the University's Regulations by virtue of their employment; or
  - b) under a contract binding the signatories to comply with the Policy or accepting benefits (eg revenue sharing) that are provided under the Policy; or
  - c) connected with the University who use the University’s resources and facilities. For the avoidance of doubt this includes, but is not limited to, full or part-time staff, students, and visiting academics.

### **3 Policy Statement**

It is the policy of the University that:

- 3.1 The product of work carried out with the benefit of the University environment, which includes salaries paid to members of staff, facilities, resources, expertise and intellectual assets, constitutes intellectual property which should be owned, protected and used by the University for the general good of the whole University community and for the benefit of society.
- 3.2 The University should protect and exploit its intellectual property by the most appropriate means, whilst safeguarding academic dissemination, in order to enhance the reputation and resources of the University, to encourage innovation and to provide new educational opportunities.
- 3.3 The University should meet its obligations to the funders of research, including where required the management and commercialisation of the results of the research.
- 3.4 The University should not knowingly infringe the rights of others who own and control intellectual property.
- 3.5 The University should make provision to recognise and reward persons who create work within the University that may have commercial value, or who bring into the University for its benefit already-created work which they own.
- 3.6 The University should take steps to raise awareness among staff and students of the various types of intellectual property, the rights associated with each type, their contribution to innovation, and this policy.

To ensure that the University is able to protect its intellectual property, the University expects all staff to comply with this policy.

This policy does not form part of a staff member's contract of employment and it may be amended at any time.

Any breach of this policy will be taken seriously and may result in disciplinary action.

### **4 Ownership and Use of Intellectual Property**

This section is intended to clarify certain situations where either:

- a) the University owns intellectual property that is generated by University staff and others; or
- b) the University has no automatic claim to the ownership of intellectual property; or
- c) the University owns the intellectual property, but may, at its discretion, waive its rights.

Intellectual property ownership depends in part on the legal and contractual situation between the funding body, the creator (inventor) of the intellectual property, the creator's employer and the nature of the intellectual property itself.

In general terms, under the Patents Act 1977 and the Copyright, Designs and Patents Act 1988, where an invention or copyright work is made by an employee in the course of their employment duties it is likely that ownership belongs to the employer, subject to any exceptions and the conditions of the employment contract.

- 4.1 Unless otherwise agreed in contracts, in place between the University and funding bodies or other third parties, the University will own all intellectual property which is devised, made, or created:
- a) by persons employed by the University in circumstances where the law presumes ownership by the employer. For the avoidance of doubt this covers intellectual property in teaching and learning materials produced by staff in connection with their employment; or
  - b) by postgraduate research students in the course of or incidentally to their studies, unless otherwise agreed in writing between the postgraduate student and the University; for example, if the research is funded by a 3rd party, or self-funded; or
  - c) by other persons engaged in study or research in the University who, as a condition of their being granted access to the University's premises or facilities, have agreed in writing that this Intellectual Property Policy shall apply to them. This includes visiting academics and retired members of staff (including emeritus professors), for whom the Head of Department shall ensure an agreement is in place which includes terms of ownership of intellectual property invented by the visitor in the course of the visit and their agreement to comply with this Policy; or
  - d) where the intellectual property has been created under a contract or grant agreement in which the ownership of new (foreground) intellectual property is agreed to be (wholly or partially) with the University; or
  - e) where the intellectual property has been created by an organisation or individual under contract to the University, in which the intellectual property (wholly or partially) is assigned to, or vests in, the University as part of the contract; or
  - f) the intellectual property owner has assigned his/her rights to the University in writing.

All staff and students involved in a research project supported or commissioned in full or in part by a third party must be informed of the contractual issues by the Principal Investigator before the research starts

- 4.2 The University does not claim ownership of intellectual property created by undergraduate students or taught postgraduate students, save where the University specifically negotiates and agrees otherwise.

However, there are circumstances where the University will require a student to assign their intellectual property to the University before, during or after their course of studies. These include the following:

- a) A project which is funded by a third party under a grant or contract, or is subject to a material transfer agreement, confidentiality agreement, or other legal obligation that affects ownership of the Intellectual property. The terms of the grant or contract between the University and the funding body, or other agreement, will determine ownership of the intellectual property and in some cases the student will be required to provide an undertaking to assign their intellectual property to the University or the funding body; or

- b) A student working in collaboration with University staff where the intellectual property generated by the student is needed to enable the use of the entire project output; or
- c) A student working under supervision from University staff where the intellectual property has been generated with a significant contribution from their supervisor or other member of staff, such that the member of staff is a co-inventor of the intellectual property; or
- d) The student has received significant financial support or material contribution from the University (for example a stipend or fees waiver) to undertake the project.

When the circumstances in Clause 4.2(a) - 4.2(d) do not apply, but the student wishes to work with the University to exploit their intellectual property, they may offer it for assignment to the University, which will assess the commercial potential of the intellectual property and at its discretion decide whether it wishes to take an assignment.

To assign intellectual property to the University the student will be required to complete an Assignment Agreement and agree to comply with the Intellectual Property Policy. This includes bringing to the attention of their supervisor any new intellectual property arising from the project which they have created or contributed to, or seeking approval from their supervisor prior to submitting anything for publication, in which events the supervisor should contact the Technology Transfer Team in the University Enterprise Office. By doing so, the student will be treated on the same basis as staff with respect to the benefits and support provided by the University for the management and commercialisation of the intellectual property. In addition, the student will be eligible to participate in any revenue or reward sharing should the intellectual property be successfully commercialised.

It is essential that a supervisor informs taught students of any issues concerning intellectual property ownership before the start of any project where intellectual property assignment is required. If a student is not willing to assign their future intellectual property to the University or the funding body then the University shall be free to re-allocate the student to another project.

- 4.3 The provisions of this Policy do not apply to intellectual property arising from consultancy work. Instead, the provisions of the University Consultancy Policy and associated process documentation apply.
- 4.4 The University waives some intellectual property rights it may have in favour of the creator in certain situations, which are listed in Section 6 below.
- 4.5 If the University decides that it does not wish to pursue the commercialisation of any intellectual property, or that it does not wish to maintain an interest in intellectual property, it may at its discretion offer to assign the ownership to the creators of the intellectual property on terms to be agreed.

## **5 Use of Intellectual Property Belonging to a Third Party**

- 5.1 The University should not infringe intellectual property rights which belong to third parties.
- 5.2 Staff and students intending to use any material provided by or owned by third parties must ensure that they and the University are authorised to do so. Whilst in some cases research or teaching use may come within exceptions to the relevant IP law, this should not be assumed, as the law in this area is complex. If third-party intellectual property is to be used, then care must be taken that appropriate permission or rights exist for the intended use and if not, approval should be sought from the owner for the envisaged use.
- 5.3 Particular care should be taken when downloading material from web sites, since using such material may amount to copyright infringement.
- 5.4 Refer also to the University's Copyright Policy, which is concerned with issues relating to the use of third-party copyright material.
- 5.5 Refer to Clause 6.3 below for the policy concerning the use of teaching and learning materials brought into the University from a previous employer.
- 5.6 Refer to Clause 6.4 below for the policy concerning the use of third-party software components or development tools.

Employees should note that they do not have the authority to bind the University to any agreement (including agreements concerned with intellectual property) unless expressly given that authority. Details of the delegated authority to approve financial transactions or contracts are given in the University Ordinances and Financial Regulations.

## **6 Intellectual Property with special conditions of ownership and use.**

- 6.1 Scholarly Works
  - a) The University waives its rights in the copyright in scholarly works produced solely in the furtherance of an academic career. This includes books, articles in journals, papers for conferences, study notes, original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, and drawings, provided the material does not form part of a course or teaching materials for the University, and has not been commissioned by the University.
  - b) The University does not waive its rights in the intellectual property in any underlying materials on which the scholarly work is based, including software, data, databases, designs and patentable inventions.

For inventions of a technical nature, which might be protected by a patent, advice should be sought prior to publication from the Technology Transfer Team in the University Enterprise Office to avoid any premature disclosure which may reduce the ability to patent and commercialise the invention.

It should be noted that research contracts and confidentiality agreements often restrict any disclosure, publication or other communications to third parties, without written consent prior to publication. Those bound to this Policy and who are involved

in such contracts are responsible for checking the terms and conditions prior to any form of disclosure.

Where the funder requires that open access should apply to the dissemination of research results, then due consideration will be given to any constraints pertaining to data protection rules, security rules or intellectual property rights.

## 6.2 Theses and Dissertations

- a) The University waives its right to copyright in theses or dissertations, which will belong, therefore, to the creator of the work (except to the extent that they incorporate any third-party-owned information or materials).
- b) For the avoidance of doubt, the University does assert its ownership over other intellectual property in the content of the thesis or dissertation, including software, where the content is based on work to which the University asserts its ownership as a result of an employment or other contract
- c) Where a patent application is being contemplated on an invention disclosed in a thesis, regardless of ownership, then external examiners or external subject reviewers must sign a confidentiality undertaking before being sent the thesis. It may also be necessary for the thesis to be held in the University Library on a restricted access basis with readers being denied access or being asked to sign confidentiality undertakings, until a patent application has been filed. For the avoidance of doubt, restricted access may also be necessary under the terms of a contract with a third-party funder to protect third-party confidential information.

## 6.3 Teaching and Learning Materials

The University is committed to the continued investment and development of course materials and modes of delivery which take advantage of technological developments allowing for distributed and remote learning. Teaching and learning materials now include many different forms of intellectual property, such as intellectual property in paper-based material, digital media, web-based content, broadcasts, video and audio materials, and software.

- a) The University asserts its ownership rights for teaching and learning materials that are developed by its employees in the course of their duties; or while using significant University resources in their development such as multimedia materials, visuals or slide shows; video and audio material; presentations streamed or made downloadable over the intranet or Internet; or that are specifically commissioned by the University.
- b) The University does not claim ownership of any intellectual property produced by members of staff in any previous employment. However, adaptations and modifications made as a member of staff or commissioned by the University will be owned by the University.
- c) The University does not claim ownership of intellectual property in teaching and learning materials produced for personal use and reference in teaching (for example, as personal notes and annotations to support teaching materials, and which are not provided to students).
- d) Former members of staff will not be entitled to use any teaching and learning materials developed at the University, except where the University has given

permission to do so. Permission will not be unreasonably withheld. The University may refuse to grant permission to use materials developed at the University if these are to be used in direct competition with University activities. See also Section 9.6.

- e) The University, in consultation with the relevant members of staff, may exploit (whether for financial gain or not) teaching and learning materials as it sees fit, which may include licensing or assigning the intellectual property in the teaching materials to third parties, or merging teaching materials with other materials created within the University or elsewhere.
- f) If there is net income generated from the exploitation of the intellectual property beyond the normal teaching activities of the University, then the Revenue Sharing Policy will apply.

#### 6.4 Software

Software, be it in the form of components, development tools or applications are widely used in universities for research and teaching. This section highlights some special considerations which should be observed when using or developing software.

Software code itself is automatically protected by copyright, but in some situations the methods behind the code can also be protected by a patent, which needs to be formally registered. There are a number of other types of intellectual property associated with software and which can also be protected by intellectual property rights. These include:

- manuals, which may be protected as copyright in a literary work;
  - icons and other pictorial elements which may be copyright artistic works;
  - a logo may be a copyright artistic work and/or a protected design and/or a registered or unregistered trade mark;
  - software fonts, software-related peripherals such as dongles, and on-screen displays are eligible for design protection as well as possible trade mark protection;
  - the name may also be protected against passing-off and other restricted uses as a trade mark;
  - databases, which may be protected by database rights;
  - domain names and web addresses, which although not protected by intellectual property rights can be registered.
- a) When publishing software or making it available for download from the Internet, it must be covered by an appropriate licence agreement arranged through the Technology Transfer Team. This licence would normally restrict the use to research, teaching or evaluation purposes, but not commercial use.
  - b) When using third-party software components or development tools to create new software, the terms of the licence agreements should permit the required use without restrictions or obligations. For example, if a licence is for educational use the software should not be used in a commercially-funded project such as a consultancy or technical services project.
  - c) When using third-party components to develop software for future commercialisation, the terms of the licence should allow the University to commercially exploit. In particular, care should be taken using third-party software covered by Open Source licences which restrict subsequent

commercial use.

Please note that the author of a computer program is usually the person who writes the lines of code, and the owner of the copyright in the program is that person or their employer.

## 6.5 Know How and Confidential Information

- a) Know-how is a valuable asset, which can be protected by a confidentiality agreement (sometimes called a non-disclosure agreement).
- b) Transfer of any valuable University know-how, which might include pre-project discussions with potential collaborators, or consultancy, should be covered by an appropriate confidentiality agreement.

For further information and advice on protecting know-how and confidentiality agreements, please contact the Research Office and/or the Technology Transfer Team

## 6.6 Data

- a) The University also asserts its ownership rights to the data which underpins the intellectual property which it owns.
- b) Without clear ownership of data, the legal complexities of data rights can impede commercialisation of research, and give rise to controversy and litigation. Ownership of data is necessary for the protection of intellectual property; for the fulfilment of contractual obligations; for scientific integrity and the evaluation and/or confirmation of research results; for the protection of the privacy of human subjects; for the ethical use of research data; and for clarifying the rights in data access and use by researchers.
- c) The University should pay due consideration to all current relevant legislation and directives concerning data protection and data privacy

## 7 Spin-outs

7.1 The routes to commercialising intellectual property owned by the University include (a) licensing an established company, or (b) forming a so-called “spin-out company” as a vehicle for commercialisation. Whether these or other routes are appropriate will depend on a number of factors, including the markets and the level of interest from potential licensees and investors. The spin-out route involves the establishment of a new company, whose primary objective is the development and exploitation of intellectual property owned by the University, and may seek investors who would subscribe for shares in the company.

### 7.2 Approvals

- a) The University’s Intellectual Property Commercialisation Board is responsible for making recommendations concerning all transactions relating to spin-out companies, for approval by The University’s Executive Committee and the

University Council, including:

- i) The formation of a spin-out company;
  - ii) The winding up of a spin-out company;
  - iii) Execution or modification of a licence agreement to a spin-out company;
  - iv) Loan or equity investments in a spin-out company
- b) In determining whether to recommend that approval to form a company should be granted, the Intellectual Property Commercialisation Board will consider:
- i) The overall benefit to the University, with respect to its anticipated contributions (time, resources, financial investment, etc);
  - ii) the IP to be vested in the company, and due diligence concerning its ownership and freedom to use;
  - iii) the viability of the business plan presented;
  - iv) the interests of the University (e.g. risk, financial cost, opportunity cost, etc.); including advice on its tax position;
  - v) that the company has appropriate insurance cover in place to provide protection for the financial consequences of loss of, or damage to, assets employed or liabilities incurred in the course of business;
  - vi) the arrangements and legal agreements for securing funding;
  - vii) the availability of an appropriate management team;
  - viii) legal and reputational issues;
  - ix) external partner organisations' reputation, financial position, contribution (e.g. equity holders/collaborators/funders)

It is the responsibility of the Technology Transfer Office to lead the activity to prepare the above material with support, as required, from the inventors.

### 7.3 Participation of employees

- a) In the case of commercialisation through the formation of a spin-out company, an inventor may participate as an executive or non-executive director, employee of, or service provider to that company, subject to University approval and any conflicts of interest being identified and mitigated. Advice on obtaining the necessary University approvals should be sought from the Technology Transfer Team.
- b) It is not normally expected that an employee will take on a managerial role in a spin-out, but where it is agreed they will so do, the University may require them to undertake appropriate training on their roles and responsibilities, which the University may provide or arrange.
- c) If the inventor wishes to provide consultancy services to the company, then the current Consultancy Policy will apply.
- d) University staff are permitted to work for/in the spin-out company, or act as a director, whilst still a full or part-time employee of the University provided that:
  - i) Time spent working in the company is pre-agreed with and approved by the Dean or equivalent, such that it does not conflict with their research,

teaching or other University commitments and responsibilities;

- ii) The company will reimburse the University for all University hours when the staff member is not available to the University.

#### 7.4 Participation of students (undergraduate, postgraduate taught or postgraduate research)

- a) Students are permitted to work for/in the spin-out company whilst still a full or part-time student of the University provided that the time spent working in the company is pre-agreed with and approved by their supervisor or course director, and the Intellectual Property Commercialisation Board, such that it does not conflict with their course or research activities, or other University commitments, or the quality of their learning experience at the University.

#### 7.5 Use of University Facilities and Resources

- a) Where approved by the University, the company may access University staff and facilities, including incubation facilities through contracted Service Agreements, or R&D contracts.
- b) The University may, at its absolute discretion, charge these services at preferential rates as part of the University's investment into the company. Any contribution of services at reduced rates must be recognised in the equity share received by the University.
- c) Incubation facilities may include the following:
  - i) laboratory and office space
  - ii) IT and library facilities
  - iii) regulated access to complementary expertise or IP arising elsewhere in the University
  - iv) release of staff time to the Company.

#### 7.6 Equity Distribution

- a) It is the University's policy that it should make provision to recognise and reward persons who create work within the University that generates commercial value, or who bring into the University for its benefit already created work which they own. The general position on revenue sharing is described in section 8 below. Those provisions apply to revenue received by the University from spin-out companies, such as from dividends, sale of shares or royalty payments, except where the inventor receives shares in the spin-out company, as described in this section 7.6. The policy concerning shareholdings in spin-outs is given below.
- b) In all cases the University will require a shareholding in the new company. The University would normally be a minority shareholder.
- c) Inventors who receive shares or share options in recognition of their contribution to the invention will not be eligible to benefit personally from revenue received by the University from spin-outs, such as from dividends, sale of shares or royalty payments.

- d) The allocation of shares and share options in any spin-out company will be negotiated on a case by case basis, subject to final approval by the Intellectual Property Commercialisation Board, and will be governed by the following principles:
  - i) Where there is no third-party investment, the starting point at first subscription will usually be a 50:50 split between (1) the University and (2) the inventors(s), and adjusted according to relative past and future projected contributions, whether all the inventors have chosen to take an equity share, and their relative contributions as stated on the Invention Disclosure Form.
  - ii) Where there is third-party investment, a majority of the first equity may be reserved for the third-party investors. The remaining equity will be distributed between the University and the inventor(s) as above.
- e) Inventors are responsible for seeking personal tax advice relating to any allocation of shares or share options in a University spin-out company. The University will not be liable for any personal tax liabilities that an individual incurs, and may recover from the inventor any tax paid on their behalf by the University (eg if required by HMRC).

#### 7.7 Directorships and Conflicts of Interest

- a) The University would normally expect to reserve the right to appoint, remove or replace a director of its choice ("University Director") to the spin-out company's board of directors, or to have an observer at board meetings. The University Director, although appointed by the University, must act in the interest of the company. The University Director will normally be selected from the members of the IP Commercialisation Board, will not be the Technology Transfer Office member who is project managing the University's interests in the spin-out, and will be agreed by the Intellectual Property Commercialisation Board.
- b) If the University Director leaves the employment of the University they should resign from the board of the company. The incorporation documents of the spin-out company must recognise this and provide appropriate mechanisms for managing potential conflicts of interest.
- c) Inventors may also be requested by the company to take directorships. University approval is required for any of its employees to act as a director of a spin-out company.
- d) An inventor who is also a director will be acting in a personal capacity and must act in the interests of the company. Appointment as a director involves extensive legal duties and potential liabilities, and should not be undertaken without considering what those duties and liabilities might be. Individuals involved in this activity must recognise the potential for "conflict of interest" and undertake to take advice on this issue as appropriate.
- e) Inventors who are also directors have a responsibility to take their own legal, financial and tax advice at their own cost. They should also ensure they have appropriate directors' and officers' liability insurance.
- f) All University staff acting as directors of spin-out companies, whether representing the University or themselves, must receive appropriate training in

the responsibilities and obligations of being a director, which the University may provide or arrange.

#### 7.8 Monitoring and Disposal

- a) The Intellectual Property Commercialisation Board is responsible for monitoring the University's investment in these companies and making recommendations to ExCo and Council concerning decisions regarding any sale of equity.
- b) Copies of all relevant documentation relating to the spin-out company, including legal documents, will be held by the Technology Transfer Office.

### **8 Revenue sharing**

- 8.1 It is the policy of the University to share with the creators of University intellectual property a percentage of any revenue generated from the commercial exploitation of that intellectual property, where the creators are staff, students or others who have entered an agreement with the University which states that the revenue sharing provisions of this Policy apply.
- 8.2 According to the circumstances, the Pro Vice-Chancellor (Research & Enterprise) will approve, or seek approval, for any arrangements between the member(s) of staff, the University and any third party regarding ownership and the sharing of revenue arising from exploitable intellectual property.
- 8.3 Persons offered a reward under this system will be required to execute both a formal Revenue Sharing Agreement covering the terms of the reward and their obligations, and a confirmatory assignment to the University of any intellectual property to which the Revenue Sharing Agreement relates. For details of the University's revenue share arrangements see Annex 2.
- 8.4 Where intellectual property is generated jointly by staff, or by staff and students, they are each responsible for informing the University of their relative, individual contributions to its generation by jointly completing and signing the Invention Disclosure Form (Annex 4).
- 8.5 Where there is no agreement on relative contributions, the Pro Vice-Chancellor (Research & Enterprise) will determine the relative contributions based on any evidence presented by the parties concerned, and his decision will be final and binding.

### **9 Responsibilities**

All those who agree to comply with this Policy are required to observe the following conditions and obligations, and to participate in any training provided for them by the University to raise awareness of innovation, intellectual property and its commercialisation, the University's practices in these areas, and this Policy.

- 9.1 Before and during projects or collaborations with third parties, all persons bound by this Intellectual Property Policy must co-operate with the Technology Transfer Team and/or Research Office to ensure all of the following:
  - a) that appropriate, written agreements relating to confidentiality and intellectual property issues are in place before the start of any collaboration or project

between the University and any third parties who are not bound by this Policy (including where relevant students, visiting academics as well as other universities and companies) from which intellectual property may arise or for which University intellectual property may be used or disclosed. This includes pre-proposal discussions with third parties.

- b) that the University procures from any third-party owner of any background intellectual property required for work within the University an appropriate licence, assignment or consent for the University's use of the intellectual property at the outset of the work to avoid infringement; and if any University background IP is used which has not been generated by the principal investigator and their team working on the project, that the University have agreed to the use of the background IP in the project.
- c) that the terms of ownership and use (e.g. research, education, commercial) of any intellectual property created during a project are agreed before the start of the project/work.
- d) that the University's ownership is asserted in relation to trade marks and its copyright interest in paper or electronic materials.

Employees should note that they do not have the authority to bind the University to any agreement (including agreements concerned with intellectual property) unless expressly given that authority. Details of the delegated authority to approve financial transactions or contracts are given in the University Ordinances and Financial Regulations.

- 9.2 All staff and students involved in a research project supported or commissioned in full or in part by a third party must be informed of the contractual issues by the Principal Investigator before the research starts.
- 9.3 It is essential that a supervisor informs taught students of any issues concerning intellectual property ownership before the start of any project where intellectual property assignment is required. If a student is not willing to assign their future intellectual property to the University or the funding body then the University will be free to re-assign the student to another project.
- 9.4 All persons bound by this Policy have a responsibility to identify and protect intellectual property. In order to take appropriate action, early reporting of intellectual property with potential commercial value is important, as well as keeping good records of creation. To ensure that the outcome of all work is assessed as to its commercial potential and safeguarded as early as possible, all persons bound by this Policy must:
  - a) Assist in protecting the University's rights to the intellectual property by keeping suitable records of creation wherever possible. Guidance is provided in the University's Framework for Good Practice in Research.
  - b) For inventions of a technical nature, which might be protected by a patent, advice should be sought prior to any publication from the University Technology Transfer Team to avoid any premature disclosure which may reduce the commercial impact.

- c) Complete an Invention Disclosure Form (Annex 4) for assessment by the Intellectual Property Commercialisation Board. If the initial assessment leads to a recommendation for commercialisation, the process described in Annex 3 will be followed.
  - d) Be prepared to discuss the invention or intellectual property, its nature and applications with third parties subject to a confidentiality agreement, during the assessment or commercialisation process. The active participation of the inventor(s) in the commercialisation of intellectual property is often necessary for a successful outcome.
  - e) It should be noted that research contracts and confidentiality agreements often restrict any disclosure, publication or other communications to third parties, without written consent prior to publication. Those bound to this Policy and who are involved in such contracts are responsible for checking the terms and conditions prior to any form of disclosure.
- 9.5 Any person bound by this Policy must alert the Technology Transfer Team immediately on suspecting or becoming aware of:
- a) potential infringement of intellectual property rights owned by the University; or
  - b) the University's potential infringement of intellectual property rights owned by a third party
- 9.6 On Leaving the University
- a) Persons bound by this Policy must continue to acknowledge and attribute the University's intellectual property rights, which were created during the period of their employment, study or under other contractual agreements at the University, in a clear manner and to avoid misleading future employers or collaborators or other third parties regarding the intellectual property concerned.
  - b) Cessation of employment, under normal circumstances, will not affect an individual's entitlements and obligations arising under this Policy, providing that the commercialisation of the intellectual property is not hindered and that the inventor continues to support the commercialisation as necessary. This may require a negotiation with a future employer involving access to the inventor, and clarification that no conflicts of interest exist.
  - c) Staff should ensure they have the necessary rights to continue to use any intellectual property owned by the University once they have left the University; including data, software, research results, and teaching materials.

## Annex 1 - Key Contacts

The initial point of contact within the University for advice on all issues relating to Intellectual Property is the Technology Transfer team in the Enterprise Office, K201, Myddelton Building. Contact:

Web: <http://www.city.ac.uk/research/research/support-for-staff/tt>

Email: [techtransfer@city.ac.uk](mailto:techtransfer@city.ac.uk)

Tel: 020 7040 3216/4080/3349/4180.

Information on all aspects of research (including funding, contracts and costing) and consultancy may be obtained from the Research Office:

Web: <http://www.city.ac.uk/research/research/support-for-staff/contact-us>

Email: [researchoffice@city.ac.uk](mailto:researchoffice@city.ac.uk)

Relevant policies and documents may be found online at the following locations:

IP Policy	<a href="http://www.city.ac.uk/research/research/support-for-staff/university-policies">http://www.city.ac.uk/research/research/support-for-staff/university-policies</a>
Copyright Policy	<a href="http://www.city.ac.uk/_data/assets/pdf_file/0004/130288/City-University-London-Copyright-Policy.pdf">http://www.city.ac.uk/_data/assets/pdf_file/0004/130288/City-University-London-Copyright-Policy.pdf</a>
Consultancy Policy	<a href="http://www.city.ac.uk/research/research/support-for-staff/consultancy">http://www.city.ac.uk/research/research/support-for-staff/consultancy</a>
University Ordinances and Financial Regulations	<a href="https://intranet.city.ac.uk/staff/finance/finance/financial-information/finance-documents-and-guidance/policies-and-guidance.html">https://intranet.city.ac.uk/staff/finance/finance/financial-information/finance-documents-and-guidance/policies-and-guidance.html</a>
Framework for Good Practice in Research	<a href="http://www.city.ac.uk/_data/assets/pdf_file/0004/66181/ResearchGoodPracticeFramework.pdf">http://www.city.ac.uk/_data/assets/pdf_file/0004/66181/ResearchGoodPracticeFramework.pdf</a>

## Annex 2 - Revenue Sharing

The provisions of this Annex apply to determine the distribution of revenue from the commercialisation of intellectual property between persons with whom the University has agreed to share revenue, the academic School and the University. Details of the Policy concerning revenue sharing can be found in Section 8 of the IP Policy.

A2.1 The apportionment of net income arising from the exploitation of any intellectual property, whether this accrues directly to the University or as a result of royalty or similar payments, will be on the scale set out below, subject to the signing of a confirmatory Assignment from the inventors. The University reserves the right to modify this in cases where it becomes necessary to do so, and can be fully justified, subject to approval by the Pro Vice-Chancellor (Research and Enterprise).

A2.2 Income net of costs should be apportioned cumulatively for each commercialisation project as follows:

<b>Total Net Income</b>	<b><u>Inventors (jointly)</u></b>	<b><u>School</u></b>	<b><u>University</u></b>
<i>up to £5,000</i>	100%	Nil	Nil
<i>From over £5,000 to £50,000</i>	70%	15%	15%
<i>From over £50,000 to £100,000</i>	50%	25%	25%
<i>over £100,000</i>	33%	33%	33%

A2.3 These thresholds may be varied where, for example, there has been substantial financial support and infrastructure investment by the University, or depending on the extent of external funding drawn upon, or the extent to which work preparatory to the innovation has been carried out elsewhere.

A2.4 The following items will be deducted in calculating net income without restriction (and all such expenses must have been approved by The Technology Transfer Team):

- a. Any direct costs, fees and expenses (whether internal or external) incurred (whether before, on, or after the date of the Revenue Sharing Agreement) by the University in relation to the development and/or exploitation of the assigned intellectual property, including in respect of:
  - i) the preparation of the Revenue Sharing Agreement and/or the Assignment, and any documents executed pursuant thereto, as well as the registration of any document with any patent office or other institution, and the payment of any stamp duty or other tax or charge in connection with such documents;
  - ii) seeking and maintaining patents or other intellectual property rights in respect of the assigned intellectual property, including defending any claims of opposition or revocation of any intellectual property rights in respect of the assigned intellectual property and bringing claims against third parties, and the University's costs shall include any damages or other sums awarded against the University or agreed in settlement in respect of such claims;

- iii) the preparation, negotiation and execution of agreements with licensees, consultants, collaborators, investors, and others in respect of the development and/or exploitation of the assigned intellectual property, and compliance with and the administration of such agreements, including any costs incurred in conducting audits and in dealing with claims or proceedings associated with such agreements or their termination;
- iv) any financial obligation the University has to any third party where the assigned intellectual property arose from work carried out under an agreement with the third party or was funded by the third party or where a third party is entitled to receive payments from the University in respect of the development and/or exploitation of the assigned intellectual property;
- v) funding “proof of concept” or other research and development activities in relation to the assigned intellectual property and any associated products and services, including supporting researchers and prototype development, and commissioning external consultants, and other similar costs, fees and expenses;
- vi) travel and other expenses incurred by the University or by University staff or the inventor at the University's request and with the University's prior written approval in carrying out their obligations under this Agreement;
- vii) Value Added Tax;
- viii) direct costs associated with seeking patent and other forms of IP protection and legal expenses directly related to the exploitation of the Intellectual property;
- ix) direct costs associated with evaluation, assessment, and marketing of the intellectual property including consultancy fees, marketing expenses, and travel expenses as appropriate;
- x) any other expenses or incidental costs directly related to the obtaining or exploitation of the Intellectual property; and
- xi) any payments due under a revenue sharing agreement to other parties involved in the research leading to the Intellectual property or connected with its commercialisation.

**Worked example:** If net income amounted to £70,000 an individual would be entitled to a) 100% of the first £5,000 (£5,000) plus b) 70% of the amount between £5,000 and £50,000 (70% of £45,000 = £31,500) and c) 50% of the amount between £50,000 and £70,000 (50% of £20,000 = £10,000). Total due £46,500.

A2.5 Where there is more than one inventor as laid out in the Invention Disclosure Form, the percentage shown will be divided between the inventors. Unless there is a written agreement to the contrary between the inventors, any such division will be made in equal portions. Where there is no agreement on relative contributions, the Pro Vice-Chancellor (Research & Enterprise) will determine the relative contributions based on any evidence presented by the parties concerned, and his decision will be final and binding.

- A2.6 The revenue returned to any academic School in any financial year shall be capped for each commercial project at 10% of the School's annual turnover. The balance remaining shall revert to the University.
- A2.7 Inventors who receive equity in a spin-out company in recognition of their contribution to the intellectual property will not be eligible to benefit from revenue received by the University from spin-outs, such as from dividends, sale of shares or royalty payments. Refer to Section 7 of the University's IP Policy for more information concerning spin-outs.
- A2.8 In the case of the death of an individual who is due a share of income, that share of any income will be payable to the estate of the deceased.
- A2.9 Where advised to do so by its accountants, the University may deduct income tax and/or national insurance contributions from any net amount paid to an inventor, whether or not they are then currently employed by the University.

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## Annex 3 - Commercialisation Process

- A3.1 Figure 1 below shows the commercialisation process graphically.
- A3.2 The process starts with a disclosure by the creators of the intellectual property using the Invention Disclosure Form (Annex 4). Following receipt of the Invention Disclosure Form, the Technology Transfer Team will undertake an initial assessment of the invention. This will include an assessment of the potential for strong intellectual property protection and commercial opportunities.
- A3.3 If the initial search leads to a recommendation to exploit the invention, a confirmatory deed of assignment from the inventor(s) to the University will be executed, together with a statement demonstrating who had made inventive contribution at the time of the evaluation.
- A3.4 If the University decides that it does not wish to pursue the commercialisation of any intellectual property, or that it does not wish to maintain an interest in intellectual property, it may at its discretion offer to assign the ownership to the creators of the intellectual property on terms to be agreed.
- A3.5 The University will make arrangements either with patent agents or other professional advisers or by other means as appropriate to specify and protect, to the extent it sees fit, the intellectual property that has been identified.
- A3.6 An assessment of the commercialisation opportunity and strategy will be undertaken by the Technology Transfer Team, who will produce a report with recommendations on the outcome for review and agreement by the Intellectual Property Commercialisation Board. The commercialisation strategy will vary from case to case, but could include licensing, assignment, or the creation of a spin-out company.
- A3.7 The Intellectual Property Commercialisation Board will approve the commercialisation strategy as appropriate. The University will aim to have reached an agreement on the way forward within six months from the date of notification to the University.

## IP Commercialisation Process

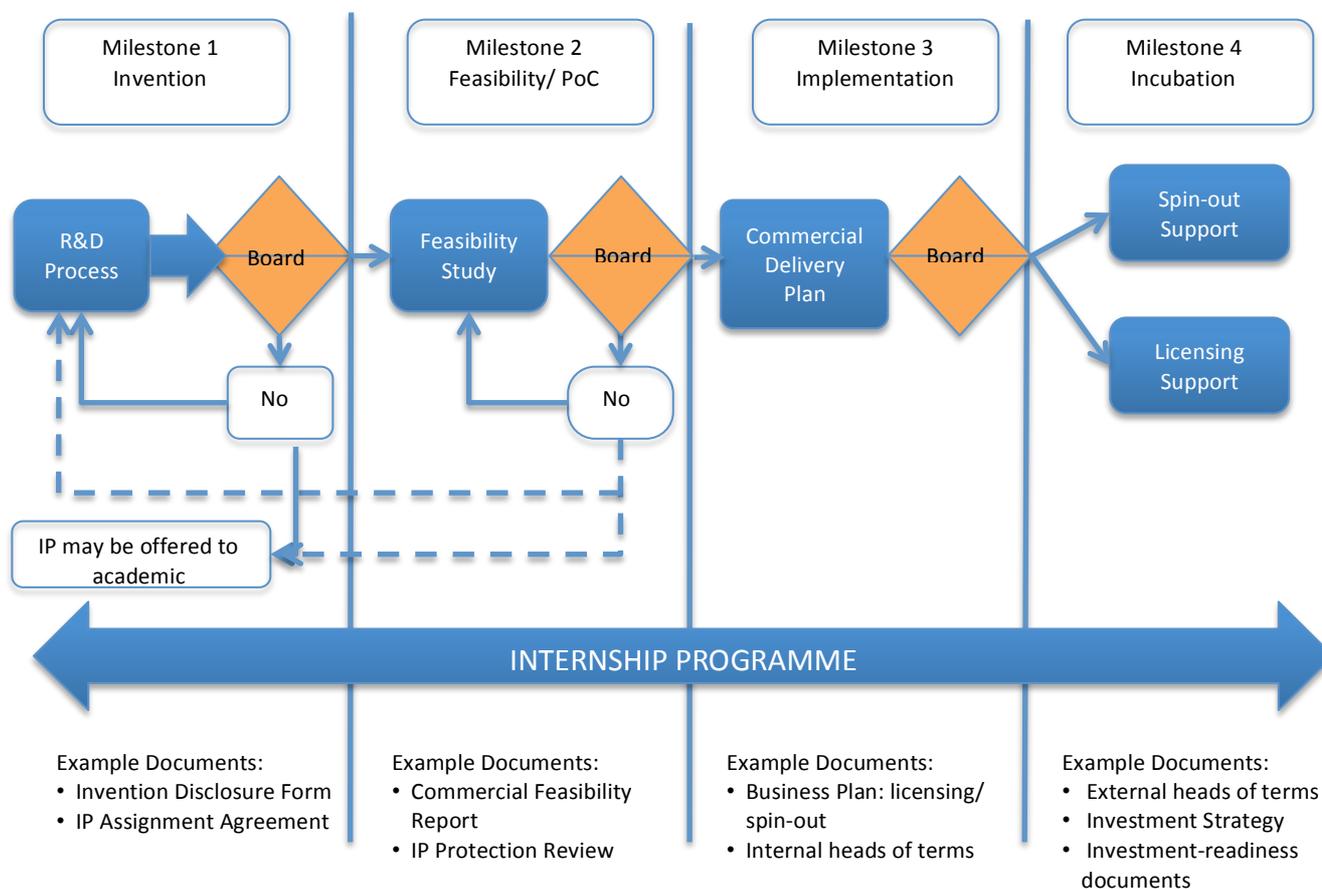


Figure 1: The University’s Intellectual Property Commercialisation Process

## **Annex 4**

# **Invention Disclosure Form**



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**Invention Disclosure Form: STRICTLY CONFIDENTIAL**

Please complete this Invention Disclosure Form to:

1. Notify the University of intellectual property with potential commercial value
2. Request assistance to establish the commercial potential of the innovation
3. Obtain the consent of your School's Dean for your continued participation in the commercialisation process and alert him/her to any potential resource implications.

**1. Lead Academic Inventor and School:**

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**2. Project title:**

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**3. Description of the invention:**

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**4. Date of Invention:**

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**5. List all inventors and contributors**, whether City University London or non-City inventors (N.B. this may be different from multiple authors of a paper) or agreed contributors to the project. Persons completing this list are attesting that this is an accurate and faithful representation of all interested parties in the innovation. Please continue on a separate sheet if more space is needed. The personal address, email and phone and nationality details are required for patent filing and formal paperwork.

Name:	
School / University/ Other organisation	
Please provide full details of your	



status: a. a full time employee of City University London b. a student (postgraduate/undergraduate) c. A contractor d. Other		
Nationality:		
Detail any funding you have received in relation to your salary and for the project	<i>Include details of external funding and resources used (e.g. research grants or contracts and resources for external contributors and third-party material used, such as software or data):</i>	
Permanent Address (either in the UK or abroad):		
Telephone	Work: <input type="text"/>	Personal mobile/home number: <input type="text"/>
Email	Work: <input type="text"/>	Personal: <input type="text"/>
% contribution to the invention		

## 6. Intellectual property status:

a. How is the invention documented? (e.g. in lab notebooks)

b. Has this invention been disclosed (e.g. in writing, verbally, on the web/email, abstract submissions, posters)? If so, list all relevant publications:

c. Do you plan to publish the invention, and if so when?



d. Has the invention been protected (e.g. patented, copyrighted, trademarked etc.)?

e. What prior art are you aware of?

**7. Signature of Dean of School**

I confirm that I have read the details about the proposed commercialisation project in this Innovation Disclosure Form and fully support its submission to the Intellectual Property Commercialisation Board and its possible commercialisation, and consent to the inventor(s)' continued participation in the commercialisation process

Sign:.....Date:.....

Print name:..... School:.....

**8. Inventors' signatures**

By signing you confirm that:

1. The details provided in this Invention Disclosure Form are accurate to the best of your knowledge;
2. You agree to comply with the University IP Policy and not to involve third parties until further notice;
3. You will abide by the decision of the Intellectual Property Commercialisation Board, and agree that Invention Disclosure Form submission does not represent the University's agreement to license or create a spin-out.
4. All contributors to the invention have been identified.

**Signature:**

**Print Name:**

**Date:**

**Signature:**

**Print Name:**

**Date:**

**Signature:**

**Print Name:**

**Date:**

Please submit the whole of this form in electronic form *and* as a paper copy to:

The Enterprise Office  
Technology Transfer Team  
Room K201, Myddelton Building  
City University London  
Northampton Square  
London, EC1V 0HB

This form will be forwarded to the Intellectual Property Commercialisation Board, and you will be informed of the decision in due course.

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## Annex 5

# A Guide to Intellectual Property Rights

**Disclaimer:** The information contained in this guide is a lay summary of intellectual property rights and some associated legal issues. It is not intended to be comprehensive and readers are advised to seek independent professional advice before acting upon it. The University does not accept responsibility for the consequences of errors or omissions herein enclosed.

May 2014

### 1. Intellectual Property Rights (IPR)

- Intellectual property rights (IPR) are legal rights which protect inventions, designs, and other creative works. They allow the owner of the right to prevent others using the intellectual property without their permission. There are different rights for different types of creation. Some rights come into existence automatically (e.g. copyright), whereas others need to be registered (e.g. patents).
- It is important to remember that some intellectual property rights are governed by national laws, and may differ between regions, although some international agreements exist. Other intellectual property rights are international in character, e.g. the Unified Patent and the EU-wide trade mark. The examples given below are applicable in the UK, but for protection in other territories it is important to seek professional help to determine the most appropriate form of protection.
- A brief description of the main types of intellectual property rights are given below. This list is not exhaustive; for example, it does not mention rights for semiconductor topologies or plant varieties. There are also different rights in other countries – for example “utility models” or “petty patents”.
- Table 1 summarises the main types of intellectual property, the rights which can be used to protect them, how to acquire the rights, and some other things to be aware of.

### 2. Patents

- A patent can protect technical inventions. A patent must be applied for, it does not come into existence automatically, and there are strict rules and deadlines which must be adhered to.
- A patent gives the patent owner the right for a limited period to stop others from making, using or selling an invention without the permission of the patent owner. It can be viewed as a deal between the patent owner and the state in which the patent owner is allowed a short-term monopoly in return for allowing the invention to be made public, in order to stimulate innovation and benefit to society.
- A patent may be invalidated by public disclosure of the invention before a patent application is filed, so the maxim "Think patent before you publish" is worth remembering. In practice, a patent application can be filed in a few weeks and therefore will not prejudice an academic's ability to publish.

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- Do not attempt to file a patent yourself; using a qualified patent agent is essential to obtaining valid and useful protection.

### **3. Copyright**

- Copyright applies to original literary, dramatic, artistic and musical works, audio and video recordings, broadcasts and cable transmissions, and software code (although the underlying methods used by the software may also be patented if they lead to a 'technical effect').
- Copyright comes into existence automatically on the physical creation (not the idea) and there are no registration costs involved. Copyright can last between 25 years and 70 years after the death of the author, depending on the material.
- Use of the © mark and owner's name and date is the internationally recognised way of alerting the public to the copyright ownership but the protection (the right to preventing unauthorised copying) exists regardless.

### **4. Moral rights**

- Moral rights are the personal right of an author to be acknowledged as such and to ensure that his or her work is treated in a suitable fashion. There are four moral rights – paternity, integrity, false attribution and privacy. These rights relate to the reputation or standing of the creator in the eyes of fellow human beings. To infringe a moral right involves denigrating or harming the author's reputation.
- Moral rights enable an individual to object to derogatory treatment of their work which amounts to distortion, mutilation or otherwise is prejudicial to the honour or reputation of the author.
- This is a personal right and separate from copyright, but relates to a copyright work produced by the author. Moral rights do not generally apply to software. Moral rights can be waived: by this, the author (or their employer) chooses not to exercise the rights – or they can be bequeathed. They cannot be assigned or licensed.
- The right of paternity has to be asserted in writing: it is the right to be identified as the author of the work.
- The right of integrity means the copyright owner has the right to object to derogatory treatment of his/her work. Basically, this means changing it in any way without permission.

### **5. Database Rights**

- A database right protects the compilers of information in a database in an organised way from losing the benefit of their work through unauthorised copying or re-use. It provides additional protection to that provided by copyright. If a database qualifies for protection then the owner can enforce their rights against businesses that extract or re-utilise a substantial part of the database, or alternatively repeatedly extract and re-utilise an insubstantial part.
- A database will qualify for protection if the database is a "collection of individual works, data or other materials arranged in a systematic or methodical way" and either qualitatively or quantitatively there has been a substantial investment in the

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getting, checking or presenting of the contents of the database. Note, it does not protect the data itself.

- A database right arises automatically at no cost to the owner.
- Database rights last for 15 years from the date of completion of the database; therefore if you continue to update and modify your data, you reset the 15-year protection clock.

## **6. Registered Design Rights**

- A registered design right applies to the appearance of the whole or a part of a product resulting from the features of, in particular, the lines, contours, colours, shape, texture and/or materials of the product itself and/or its ornamentation.
- To obtain a registration, the designs must be novel and have individual character.
- Designs are entered on to a public register providing a 25-year term for protection within the UK and EU. A six-month period is then made available to file in other territories e.g. USA and Japan. Some countries provide a grace period in which a disclosure of a design does not destroy the novelty of a later application, but best practice is to apply for registration before publication, for example during a marketing campaign, as grace periods are not available in all countries and where available differ widely.
- There are separate EU and UK registered design rights.

## **7. Unregistered Design Rights**

- Whereas a registered design right applies to the aesthetics of an object, the unregistered design right applies to functional shape or configuration.
- The right comes into existence automatically.
- The right lasts for 15 years protection.
- There are separate UK and EU unregistered design rights. EU unregistered design just protect the external features of an object.

## **8. Trade and Service Marks**

- Trade and Service Marks are used to protect the brand of a product or service. It is normally a mark (logo) or other distinctive sign.
- Trade Marks can be unregistered (when the “TM” mark can be used) or registered (when the ® mark can be used).
- A registered trade mark provides clearer protection, since it gives a monopoly right for the use of the mark, whereas unregistered trade marks have to rely on court actions to prove "passing off" (in the UK) or similar wrongdoing (e.g. “unfair competition in some EU countries).
- Trade and Service Marks must be used, and the right will lapse if not used for a period of 5 years.

## 9. Confidential Information

- Knowledge which has not been made public can be protected by only disclosing it under a non-disclosure/confidentiality agreement.

Employees should note that they do not have the authority to sign 'Material Transfer' or 'Confidentiality' Agreements with third parties during the course of their work on behalf of City University when not legally authorised or insured to do so. Details of the delegated authority to approve financial transactions or contracts are given in the University Ordinances and Financial Regulations.

**Table 1: Summary of Intellectual Property Rights.**

Intellectual Property	Protection by	How to protect	Guidance and Tips
Any skill or technical or commercial information not covered by other intellectual property rights .	Know-how/ Trade secrets	Protected by confidentiality or non-disclosure agreements.	<p>Keep secret: inform employees/students of their duty of confidence.</p> <p>Once revealed, Know-how cannot be made confidential again.</p> <p>Mark all confidential information as "confidential".</p> <p>Ensure any transmission of confidential information is via secure means (Note: email is not by default a confidential means of communication.)</p>
Original literary, dramatic, artistic and musical works, audio and video recordings, broadcasts and cable transmissions, and software code	Copyright	Copyright comes into existence automatically on the physical creation (not the idea) and there are no registration costs involved.	<p>Keep evidence of authorship and date (e.g. email/post a sealed copy to yourself or your employer).</p> <p>Mark material to copyright symbol, name and date; e.g.</p> <p>"© The City University 20[xx].All rights reserved."</p>
Functional design of features of appearance: shape, texture, colours, materials, graphic symbols. Internal or external shape or configuration.	Unregistered Design Right.	Automatic right; protects for up to 15 years in UK.	Keep evidence of dates of conception and first marketing.

<p>Aesthetic design for the appearance of the whole or a part of a product resulting from the features of, in particular, the lines, contours, colours, shape, texture and/or materials of the product itself and/or its ornamentation.</p>	<p>Registered Design. EU unregistered design just protects the external features of an object.</p>	<p>Registration for a fee at the Intellectual Property Office and/or the EU Design Office (OHIM). EU unregistered design. Automatic right: protects up to 15 years in UK.</p>	<p>Keep confidential until registered for most countries.</p>
<p>A technical invention capable of industrial application. Must be novel and not obvious.</p>	<p>Patent</p>	<p>Application must be filed at the Intellectual Property Office or the European Patent Office (EPO). Use a qualified patent agent to ensure best protection.</p>	<p>If you reveal your invention before you file, patenting in most countries will be impossible.</p> <p>Apparently trivial ideas can give valuable patents. Ensure lab notebooks/ records are signed &amp; witnessed regularly.</p>
<p>A mark to show the brand or origin of goods; may comprise a word, logo, smells, jingle, shapes, sounds, etc.</p>	<p>Trade Mark</p>	<p>Trade Marks can be unregistered (using the "TM" mark), in which case actual use in the marketplace would establish the right. Can also be registered at the Intellectual Property Office and the EU trademark office (OHIM) (after which the ® mark can be used).</p>	<p>Can provide perpetual protection if used consistently in the market.</p>
<p>A collection of individual works, data or other materials arranged in a systematic or methodical way where there has been a substantial investment in the getting, checking or presenting of the contents of the database.</p>	<p>Database Right</p>	<p>Right arises automatically</p>	<p>If you continue to update and modify your data, you reset the 15-year protection clock.</p>
<p>The reputation or standing of the creator</p>	<p>Moral Right</p>	<p>Automatic personal right of the creator of a copyright work.</p> <p>Enables an individual to object to derogatory treatment of their work which amounts to distortion, mutilation or otherwise is prejudicial to the honour or reputation of the author.</p>	<p>The right to be identified as the author of the work has to be asserted in writing.</p>