

Aberystwyth University Intellectual Property Policy

Aberystwyth University is committed to ensuring the Intellectual Property generated from its teaching and research are used for the benefit of the society and economy of Wales and beyond. This document (“Policy”) sets out the University’s position on the creation, ownership and exploitation of Intellectual Property.

1. Principles of the Policy

The exploitation of Intellectual Property enhances dissemination of research results, contributes to the University’s social and economic impact agenda and can generate income for the University, its Staff and Students. It is only equitable that Staff and Students who have contributed to the creation and exploitation of Intellectual Property are treated fairly in terms of the sharing the beneficial income resulting from the exploitation of Intellectual Property.

The main principles of this Policy are as follows:

- The University wishes to create an environment that encourages and promotes the creation and dissemination of inventions, new research and theories
- To enhance the public recognition of the work of academics and researchers (whether Staff and/or Students)
- To protect valuable Intellectual Property and to create a competitive advantage in the exploitation of results
- To enable the identification of Intellectual Property created in the University as a measure of the potential impact of its activities that can be reported
- To promote the successful exploitation of Intellectual Property
- To facilitate the development of Intellectual Property by providing fair and equitable financial rewards to Staff, Students, Departments and the University.

This Policy sets out the position of the University for the creation, ownership, protection and exploitation of Intellectual Property within the University. Under the law of England and Wales, the University, as an employer, shall own (except where such rights are waived) Intellectual Property generated by Staff, its employees, in their normal course of their employment.

This Policy aims to balance the interests of the University with those of the Creator(s) (as defined in section 2) on fair and reasonable terms, and to share the benefits arising from the ownership and application of the Intellectual Property.

2. Definitions

In this Policy, the following expression shall have the following meanings:-

- | | | |
|-----|-----|--|
| 2.1 | RBI | the University department responsible for the commercialisation of Intellectual Property, currently the Department of Research, Business & Innovation. |
|-----|-----|--|

2.2	Conflict of Interest	as defined in the University's Conflicts of Interest policy within the financial regulations document.
2.3	Creator(s)	any person or persons who creates, devises or invents an item of Intellectual Property.
2.4	Department	any unit having primary responsibility for the delivery of programmes leading to the award of undergraduate and postgraduate degrees and other academic qualifications of the University and/or the conduct and promotion of research activity, participation in knowledge exchange or self-funded units and/or such other functions including but not limited to general services to the University.
2.5	Intellectual Property	shall include copyright, patents, design rights, trademarks, trade names, service marks, database rights, plant breeders' rights, performance rights, utility models, know-how, confidential information and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any foregoing and all rights or forms of protection in any jurisdiction.
2.6	Scholarly Materials	text books, plays, lyrics, musical scores, oral presentations, performances, popular non-fiction, novels and poems and works of fine art, articles written for publication in journals, editorials, conference papers and related presentations, notes created for own personal use, theses and dissertations and other similar materials as may be developed from time to time in the course of employment.
2.7	Staff	all persons employed part-time or full time by the University be it in an academic, research, technical, academic related or other position whether fixed-term or permanent.
2.8	Students	registered students of the University whether postgraduate, undergraduate or on an exchange scheme, non-graduating or otherwise and including postgraduate students during the period of writing up the results of their research.
2.9	Supervisor	a member of academic staff responsible for supervising, assisting, guiding, monitoring or in any other way supporting a specified piece of academic or research work, including assessments, by a Student.
2.10	Teaching Materials	any materials created within the University or on its behalf, that are primarily intended to be used by Staff or others or accessed by Students at any level, for the purposes of any course of study of those Students. Examples would include: handouts, lecture notes, reading lists and other information to be provided to Students and any audio, visual and multimedia materials.

- 2.11 University Aberystwyth University (Prifysgol Aberystwyth).
- 2.12 University Resources University facilities or resources including (but not limited to):-
- (i) office, laboratory & studio space & equipment;
 - (ii) computer hardware, software & support;
 - (iii) secretarial services;
 - (iv) research, teaching & laboratory assistants;
 - (v) supplies & utilities;
 - (vi) funding for research & teaching activities, travel & other funding reimbursements, equipment or time;
 - (vii) central support services such as Finance Office, Legal support or technology transfer support.

3. Creation and Ownership of Intellectual Property

(A) Staff

- 3.1 Staff will support the University in the implementation of this Policy and will provide assistance with activities associated with the identification, assessment, protection and exploitation of Intellectual Property including avoiding disclosure of any potential Intellectual Property to any third parties until after discussing with RBI.
- 3.2 Subject to clause 3.3, and taking into account clause 3.15 the University shall own all Intellectual Property created by Staff:
- in the course of their employment and/or the performance of their duties for the University; or
 - using University Resources; or
 - in carrying out other duties specifically assigned to them by the University.
- 3.3 Subject to clauses 3.15 and 3.18, Staff members will be automatically assigned the copyright in the Intellectual Property in Scholarly Materials and the Teaching Materials. Staff grant the University an automatic, free, unconditional and perpetual, irrevocable, non-exclusive licence to use and copy such material for:
- academic, research and administrative purposes;
 - commercial purposes (in respect to Teaching Materials only); and/or
 - any other purpose relating to the University's charitable activities.

The University may, at its absolute discretion and on written request of a member of Staff, waive its rights in ownership of Scholarly Materials.

- 3.4 The University encourages the publication of Scholarly Materials, but Staff should consider the potential for commercial application of any ideas disclosed therein and should consult RBI where the potential for exploitation is identified. Where Scholarly

Materials are submitted for publication, Staff will notify the publisher of the automatic licence between themselves and the University. Staff should also ensure when submitting Scholarly Materials for publication that publication:

- does not breach the Intellectual Property rights of any third party;
- is not in breach of any duty or obligation of confidentiality;
- does not prematurely disclose Intellectual Property of the University (these rights can be lost through early disclosure); and
- does not compromise the University's rights in its Intellectual Property.

3.5 The University wishes to encourage the use of archives, digital archives and repositories, and in particular its own repositories. Subject to any rights properly given to any third party, Creators will give the University all necessary rights to place Teaching Materials in its digital archives and repositories. Creators may also submit such materials to external archives or repositories, provided that submission:

- does not breach the Intellectual Property rights of any third party;
- is not in breach of any duty or obligation of confidentiality;
- does not prematurely disclose Intellectual Property of the University (these rights can be lost through early disclosure); and
- does not compromise the University's rights in its Intellectual Property.

(B) Students

3.6 Students shall own the Intellectual Property they create during the course of their studies and/or research, subject to the provisions in clause 3.7 or as otherwise as set out in this Policy.

3.7 There are some circumstances where the University may require a Student to formally assign their Intellectual Property to the University (or a third party as the case might be) before, during or after the course of their studies and/or research. These can include:-

- Where the Student is working on a third-party funded project. In such circumstances the Student confirms that they agree that the University may be required to own such Intellectual Property in order to comply with the terms of an agreement with the third-party funder;
- Where the Intellectual Property cannot be separated from that developed by Staff. For example, where a Supervisor has significantly contributed to the creation of new Intellectual Property in the research leading to the publication of a thesis, the fair and equitable approach would be to conclude joint ownership, subject always to the Student receiving a fair share of any revenue derived from such Intellectual Property.
- Where the University is helping the Student exploit their Intellectual Property.
- Where a Student creates Intellectual Property using University Resources not normally made available in the normal course of teaching and learning in their course of study.

- 3.8 A Student who assigns their Intellectual Property to the University under clause 3.7 will receive the same rights as Staff as outlined in clause 3.3.
- 3.9 Where requested, Students will enter into a written assignment agreement, for example, when third party rights or funding obligations deem this necessary. Where a Student refuses to assign their rights in the Intellectual Property they shall not be prevented from registering as a Student unless it is a precondition of receiving funding for payment of their tuition fees that they assign such rights to the University. However, refusing to assign may result in the Student being re-assigned to another project or activity with immediate effect.
- 3.10 For the avoidance of doubt, Students who are also employees, or Staff registered for a degree or following a course of study, shall be treated as Staff for the purpose of this Policy but only where that employment relates to the academic activities of the University.
- 3.11 Students automatically grant to the University a free, unconditional and perpetual, irrevocable, non-exclusive license to use the Intellectual Property they create during a course of study and/or research for research, non-commercial administrative, promotional, educational, quality control, examination and teaching purposes including but not limited to digitisation of Student work. Subject to clause 3.15, the copyright in a thesis written by a Student shall belong to the Student.
- 3.12 Students acknowledge that they might be required to keep the Intellectual Property they create confidential, where publication may compromise the University's rights to such Intellectual Property or where there is an obligation of confidentiality owed by the University and/or the Student or to a third party.
- 3.13 A Student who remains uncertain of their rights and obligations in the protection of Intellectual Property is encouraged to consult with RBI in the first instance and seek independent advice if necessary. The Students' Union should also be considered as a source of support for this purpose.

(C) Non-Employees of the University

- 3.14 Institutes embedded within the University are responsible for informing Human Resources of any academic visitor to their Institute, including with honorary titles (for example, Emeritus and/or Honorary Professors). Heads of Institute shall also be responsible for ensuring that a written agreement is signed confirming the ownership of all Intellectual Property invented or discovered by the visitor and/or any consultant(s) engaged by the Institute before such party undertakes any work for the University (paid or unpaid). If the academic visitor already has an employment contract with an outside institution, and if appropriate, an inter-institutional agreement between the University and the outside organisation will be put in place by RBI before any work commences. The inter-institutional agreement will determine which institution owns and commercialises any arising Intellectual Property.

(D) Agreements with Third Parties

- 3.15 Intellectual Property may arise from research which is supported or commissioned by a third party (Research Council, Government, Industry, Charity) under a grant or contract, in which case the terms of the contractual agreement between the University and the third party will determine ownership, use, commercial exploitation and the rights, if any, of the University to any revenue from commercial exploitation. These terms may require that Staff and Students assign their rights in such Intellectual Property to the University and/or the third party and the relevant Staff and Students will assign such Intellectual

Property accordingly. When relevant, all Staff and Students involved in a research project supported or commissioned by a third party must be informed of the contractual issues by the principal investigator before the research starts.

- 3.16 Depending on the relative financial and intellectual contributions of the University and the third-party organisation to a piece of work, it may be appropriate for either to own any arising Intellectual Property.
- 3.17 All Institutes will provide RBI with a copy of any contract containing Intellectual Property terms for approval prior to signing.

(E) UKRI Open Access Policy

3.18 The UKRI announced a new Open Access Policy which applies to peer-reviewed research articles funded by UK Research and Innovation or one of their councils including Research England and Innovate UK. This Open Access Policy applies to:

- peer-reviewed research articles submitted for publication **on or after 1 April 2022**; and
- monographs, book chapters, and edited collections published from **1 January 2024**.

3.19 Peer-reviewed research articles include reviews and conference papers that are accepted for final publication in either a journal, conference proceedings with an international standards serial number (ISSN), or publishing platform. Pre-prints do not fall within the requirements of the Open Access Policy.

3.19 In order for Staff and Students to comply with the Open Access Policy, they can publish peer-reviewed research articles via two routes:

- **Route 1:** publishing directly in a journal or publishing platform that makes the article immediately open access via its website with a creative commons attribution licence (“CC BY licence”) or other permitted licence (i.e. Open Government Licence).

For publications under Route 1, UKRI are providing an Open Access Block Grant to support publishing articles and complying with the Open Access Policy. Staff and Students should speak to your Department about what support could be offered.

- **Route 2:** publishing the article in a subscription journal and depositing the publisher’s accepted manuscript in a subject repository at the time of final publication. Staff and Students publishing via Route 2 must ensure the deposited version in the repository is open source, has a CC BY licence and is not subject to an embargo period by the publisher. Staff and Students must also notify the publisher about their intention to submit the accepted manuscript into the repository by including the following statement in the acknowledgement section of their manuscript and any submission cover letter or note:

“For the purpose of open access, the author has applied a creative commons attribution (CC BY) licence (NB where permitted by UKRI, ‘open government licence’ or ‘creative commons attribution no-derivatives (CC

BY-ND) licence' may be stated instead) to any author accepted manuscript version arising."

It is important that this statement is included in order to retain rights in the accepted manuscript.

If the publisher will not accept the terms of the licence for any reason, the member of Staff or Student should get in touch with you Department.

- 3.20 All articles published must contain a data access statement which informs anyone reading the article where the underlying research materials associated with an article are available, and how those research materials can be accessed.

4. Procedures for and obligations of Staff and Students

- 4.1 Staff should always be alert to the prospective value of their research. Staff must notify RBI immediately of any Intellectual Property that they believe may have commercial value arising from their University work (or that of their Students):

- in the course of their employment and/or the performance of their duties for the University; and/or
- using University Resources; and/or
- in the course of duties falling outside of normal duties but specifically assigned to the member of Staff,

prior to any public disclosure.

- 4.2 Any invention and associated information should be kept confidential until a full evaluation by RBI for exploitation potential is completed and, if appropriate, protection is put in place. The University encourages publication but Staff wishing to publish or otherwise disclose must first contact RBI for a discussion regarding the most appropriate form of protection.

- 4.3 Inventions should be disclosed using the disclosure procedure required by RBI as amended from time to time. RBI shall conduct a review to determine the ownership of the Intellectual Property and form a preliminary view of the commercial potential.

- 4.4 The Creator(s) must give the University all reasonable assistance in formalising the ownership and registering the Intellectual Property.

- 4.5 The Creator(s) will work with RBI to facilitate the protection and commercial exploitation of the Intellectual Property when required, for example working with lawyers, patent agents and in identifying potential licensees. The Creator(s) will give the University authority to execute any document that the University deems necessary to aid exploitation of the Intellectual Property.

- 4.6 A confirmatory assignment and revenue sharing agreement will need to be signed by the Creator(s). If there is more than one Creator to the Intellectual Property, then the distribution of their share of the income shall be determined between them. If it is not possible to agree then the dispute resolution process set out in clause 6 of this Policy will apply.

4.7 Creator(s) shall notify RBI of any actual or potential Conflict of Interest relating to any Intellectual Property either in their own circumstances or in connection with any other third party, to ensure compliance with the Conflict of Interest policy.

4.8 All University Intellectual Property will be reviewed annually by RBI and if it is no longer considered commercially exploitable then RBI may recommend to the University, the Creator(s) and Head of Department that, where appropriate, any protection be allowed to lapse and any other work on exploitation activities cease. If the University accepts such a recommendation but the Creator(s) nevertheless wish to continue to seek to exploit the Intellectual Property (and where necessary protection) at their own risk and cost, the University may, at its sole discretion, assign the Intellectual Property to the Creator(s) on mutually acceptable terms which will reflect prior effort, and investment and future needs. In the event of such a transfer of rights back to the Creator(s), the Creator(s) hereby grant to the University a perpetual irrevocable, royalty-free licence to use such reverted Intellectual Property for its own research and teaching purposes..

5. Distribution of Income (Revenue Sharing)

5.1 Under this Policy the University wishes to reward and incentivise the identification of ideas for commercial and other exploitation. Where these activities generate income the University seeks to share the income received from any exploitation with the Creator(s) and any contributors in accordance with this clause 5.

5.2 Payments received for the successful commercialisation of Intellectual Property through licensing or assignments are treated as gross revenue. They may take a number of forms, including one-off lump-sum payments, up front payments, option fees, milestone payments, royalties or otherwise. The University may on occasion receive shares instead of money. On these occasions the University will hold the shares and distribute any income/capital receipts in the proportions defined in clause 5.4 below.

5.3 Subject to clause 5.4, the University’s liabilities, which may include payments to third parties and expenses incurred from the Intellectual Property management such as patent fees, legal and commercial advice, will be a first claim on the gross revenue received.

5.4 The remaining net revenue will be shared between the University, the Creator(s) and the Creator(s)’ Institute(s) as follows:

Cumulative Net Receipts	Creator(s)*	Institute	University	RBI
Up to 5k	100%	0%	0%	0%
5k – 50k	60%	15%	15%	10%
50k – 100k	40%	25%	25%	10%
Over 100k	30%	30%	30%	10%

*** Individuals need not be Creators to benefit from the revenue from Intellectual Property, as detailed in clause 5.6**

5.5 Subject to clause 5.4 Creator(s) and/or contributors receiving a share of the revenue from exploited Intellectual Property in accordance with the above table will continue to receive their payments if they leave the University until the revenue ceases. In the event that the Creator(s) and/or contributors die, the estate of the deceased will receive their

payments. RBI will be responsible for making arrangements to distribute any net revenue.

- 5.6 No distribution of income shall be made until the Staff and/or Students who are the Creator(s) have reached agreement in accordance with clause 4.6 and agreements are in place between the individual(s) and the University. Where they all agree, Creator(s) may agree to include additional Staff or Students who have made a contribution (contributors) to the Intellectual Property but who are not deemed to be Creators under this Policy in the distribution of income.
- 5.7 Each individual who may be entitled to payments under the University's revenue sharing arrangements must ensure that the University is notified in writing at all times of his or her current address to where any revenue payments due to him or her will be sent. If the University is not given such current address details then they will be designated a 'missing individual' and all unclaimed revenue payments will be invested in a deposit account until such revenue payments are claimed, whilst all interest shall be retained by the University. The University will not be a trustee of any such unclaimed revenue payments.
- 5.8 Any revenue payments remaining unclaimed for 5 years from the date the revenue is received by the University will, after that date, be forfeited and will revert to the University and will be distributed plus any net interest between any others entitled to share in such revenue stream, excluding missing individuals(s).
- 5.9 The University may review and amend the terms of this Policy from time to time.
- 5.10 In addition, or even as an alternative to the usual revenue-share procedure, the University may agree for the University to take an equity stake in a company to exploit the Intellectual Property as set out in the Spin-out Policy (which is being developed subsequent to the implementation of this Policy). Such agreement shall be confirmed in writing by the University's Director of Finance.
- 5.11 Payments made under the terms of this Policy may be subject to statutory deductions such as taxation and national insurance. Relevant arrangements will be determined as each case requires ensuring compliance with legal requirements.

6. Dispute Resolution

- 6.1 Any issues, dispute, claims or any clarification required as to any provision of this Policy should in the first instance be referred to the Director of RBI at the University who will liaise with the relevant Head of Department or their nominee in considering the matter.
- 6.2 If a decision is not mutually agreed within a reasonable amount of time then the dispute can be referred to the Pro Vice-Chancellor for Research, Knowledge Exchange & Innovation who will make a determination.
- 6.3 If the parties seek outside advice in such a dispute, the costs of such advice will be borne by the party seeking it. The decision will be final and binding on all parties involved.

7. Compliance

Any breach of this Policy may be treated as a serious matter by the University that could result in disciplinary action in accordance with the relevant University Disciplinary Procedures.

8. Implementation

This Policy shall apply to all Intellectual Property disclosed to the University devised, made, or created on or after 13th February 2013.

9. Revision History

This policy will be managed by RBI and approved by **the Executive**. It will be subject to periodic revision in consultation with the appropriate University bodies.

Date Reviewed	Changes	Reviewed by Executive	Approved by
November 2022	Clarifying and updating the policy v.1.1. No changes were made to the principles or scope of the policy.	15 November 2022	The Executive on 15 November 2022 subject to Exec recommendations

ENDS