

Version	Issue Date	Revision Description	Author	Approved By & Date
1.3b	17/03/17	Redraft following feedback from UCU	L Brown, RBE	Board of Governors July 2018
2.0	14/10/21	2021 Update to address creation of PSS and new Spinout Policy	L Brown, RBE	HR & Academic Board November 2021
2.1	15/11/21	Internal Legal Review	L Brown, RBE	PVC Innovation & Engagement Dec. 2021

Policy Title: EMPLOYEE IP POLICY  
 Approving body: Board of Governors  
 Version: 2.1  
 Related policies and/or codes of practice: Spin Out Policy - RBE  
 Research Governance Framework - RBE  
 Student IP Policy - USO  
 Staff Employment Terms & Conditions – HR  
 Open Access Policy RBE  
 Consultancy Policy RBE  
 Academic Quality Framework

Policy Sponsor: PVC Innovation & Engagement

Policy Manager: Knowledge Exchange & Impact Manager, RBE  
 Policy Legal Advisor: USO

Policy Scope: This policy will apply to all employees of the University of South Wales (referred to here as USW or the University), employees of Professional and Support Services Limited (referred to as PSS), Honorary Appointments to the University and Third Parties that are contracting with the University.

Policy Management: This policy has been drafted by RBE and USO with legal advice from Capital Law and is owned and managed by RBE.

## Definitions

Intellectual Property ('IP') means:

All outputs of creative endeavour in any field at the University for which legal rights may be obtained or enforced pursuant to the law in each case whether registered or unregistered and including applications for the grant of any IP and all rights or forms of protection having equivalent or similar effect which shall subsist anywhere in the world. IP may include:

- 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 resources or facilities including all copyright works;
- d) database rights, databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patents, patentable and non-patentable technical information;
- g) design rights, designs including layout designs (topographies) of integrated circuits;
- h) plant varieties and related information;
- i) trade secrets;
- j) know-how, information and data associated with the above;
- k) trademarks, trade names; and
- k) confidential information or any other University commissioned works not included above.

'Scholarly Materials' means:

materials of a scholarly nature created by Employees, such as: hard copy textbooks, academic journal articles; conference papers and related presentations; notes created only for their own personal use; theses and dissertations; novels and poems; video or film material; musical scores and audio recording; and works of fine art, but excluding any such materials or part of them which form part of Research Materials, Teaching Materials or University Materials.

'University Materials' means:

means any item in any medium which is produced for administrative purposes (including promotion and marketing of University courses, curricula, student and employee recruitment, papers prepared for any internal committee or similar body, material included in any University handbook for Employees or

Students) or any other University purpose and any item created by Employees whose job description specifically includes the creation of printed or electronic materials for such purposes.

‘Teaching Materials’ means

any materials created by Employees in the course of their employment that are primarily intended (whether by the University or by some Third Party) to be used or accessed by Students at any level, for the purposes of any course of study which those Students are following, including: course guides, handouts, on-line materials (including annotated scores and manuscripts); presentation materials (including lecture notes, slides, animations, graphics, interactive software and other audio-visual materials); virtual learning environments; instruction manuals; artefacts (including models and apparatus for practical demonstration and experimental work); and assessment and examination questions. Materials can be in any format including hard copy and electronic.

‘Research Materials’ means:

includes research results, data, source code, biological materials, engineering drawings, computer software, computer databases, prototype devices, circuit diagrams, equipment, associated research data and other tangible materials produced through research activity.

‘Employee’ means:

all employees/workers of the University of South Wales (referred to here as USW) and employees/workers of Professional and Support Services Limited (referred to as PSS) including academics, research assistants, technicians, professional support staff, students who are also employees, honorary appointments including visiting academics or any other employee who is employed under a contract of employment by the University, whether part-time, full time, fixed term or permanent.

‘Student’ means:

means any person registered as an undergraduate or postgraduate student of the University; or following any University course as if such a student; or applying for a PhD by published work.

‘University Resources’ means:

funds, facilities or resources (including equipment and consumables, use/supply of heat, light or power) of the University; and/or an employee cost, which have not already been fully reimbursed to the University by, for example, full economic cost recovery on relevant grants and contracts or have not been separately paid

for if used independently or in any other way, and/or use of the University's name in promotion.

'IP Commercialisation' means

any form of exploitation or commercialisation of IP, including assignment, licensing or the disposal of any other interest, whether in return for cash, payment in kind, Spin Out Company shares or any other form of value, but does not include the delivery of courses by the University or any of its subsidiary companies, in each case whether on their own or in collaboration with a Third Party.

'Originator' means:

the inventor, author or other creator of IP who is an Employee at the time the IP was generated.

'Third Party' means

individuals or organisations outside USW who are not Employees or subsidiaries of USW.

## 1. Policy Statement

- 1.1 The University believes that IP created by Employees should be protected and used by the University for the benefit of the University and to strengthen its economic and social impact on society in line with the University Strategy and the Academic and Engagement Plans. The University hereby sets out its policy to create the best possible environment for IP to be managed and accessed by society, based on the following key principles;
- 1.1.1 The University aims to maximise the benefits from University owned IP, be they commercial, reputational or otherwise, through encouraging research, innovation and impact and providing incentives.
- 1.1.2 The University will recognise and reward Employees and, where appropriate Students, who create IP or bring IP which they own to the University, subject to the terms below.
- 1.1.3 The University aims to recruit, develop and retain talented Employees who wish to engage in IP creation and creating impact from their research
- 1.1.4 The University encourages collaboration with external partners and associates including business contacts, investors, policy makers, charities and other contacts that may be able to help create value from their IP.
- 1.1.5 The University aims not to infringe the IP rights of Third Parties who own and control IP.
- 1.1.6 The University aims to meet its obligations to funders of research including where required the management and commercialisation of the results of the research.
- 1.2 This Policy sets out the roles, rights and responsibilities of Employees, Honorary Appointments and the University in managing, protecting and commercialising Intellectual Property (IP) created by Employees, including the rights that may be owned by or licenced from Third Parties. For the avoidance of doubt, this Policy doesn't apply to IP created by University Students.
- 1.3 It is the responsibility of Employees who create IP that may have commercial value to disclose the IP to the University as guided by this Policy and to ensure that their arrangements with external organisations do not conflict with their obligations to the University under this Policy. IP may be included in the following types of materials created by Employees;
- i. **Research Materials**
  - ii. **Teaching Materials**
  - iii. **Scholarly Materials**
  - iv. **University Materials**
- 1.4 The department of Research and Business Engagement (RBE) is responsible for managing and commercialising University owned IP by working in partnership with Faculty management structures. RBE provides a support to create and protect IP and transfer it to businesses and other users in a way that creates economic and social impact and supports the strategic goals of the University. RBE manages the development, maintenance, dissemination and implementation of this Policy and procedures for directing the protection, management and commercialisation of IP owned by the University in consultation with Faculties and other support departments.

- 1.5 Academic Line Managers play a key role in implementing this policy by bringing its contents to their colleagues' attention and ensuring that any queries or conflicts are resolved, with the support of RBE.
- 1.6 When reading this Policy, it is important to take note of the definitions at the head of this Policy, as all capitalised terms used in the Policy are defined here, unless otherwise specified. For further information on what constitutes IP and how it can be protected and used the UK Intellectual Property Office website.
- 1.7 This Policy is subject to change by the University. Enquiries regarding the interpretation of this Policy may be addressed to the USO. Any dispute as to the application of this Policy, unless stated otherwise, shall be determined by the University Executive, acting in its sole and ultimate discretion.

## **2. Ownership of IP**

### **2.1 IP Ownership Principles**

- 2.1.1 Subject to the terms below, IP created by Employees in the course of his or her duties is normally owned by the University. The University sets out its position regarding ownership of IP within the contract of employment which contain specific terms relating to confidential information, patents & inventions and copyright. Such terms also exist within academic and management contracts, while contracts for APT & C and manual staff effectively deal with these issues within the section on confidentiality. Central to the University's approach is the principle embedded within sections 39 and 40 of the Patents Act 1977 and sections 11 and 215 of the Copyright, Designs and Patents Act 1988 that when an invention, copyright work or design is made by an employee in the course of employment, ownership is vested in the employer. And the employee has the right to receive a share of revenue generated from IP Commercialisation, as set out in Section 5.
- 2.1.2 If an Employee creates and/or develops IP outside the course of his/her employment or duties, but with the use of University Resources, then, by doing so, he or she agrees to assign such IP to the University and will do so upon the University's request.
- 2.1.3 If an Employee creates and/or develops IP in the course of, or pursuant to, a sponsored research or other agreement with a Third Party, such IP will initially belong to the University in accordance with 2.1.1 and 2.1.2 above and then ownership will be determined according to the terms of the relevant Third Party agreement.
- 2.1.4 Subject to 2.1.2, the University will not usually own IP created and/or developed by an Employee outside the course of his/her employment or duties or IP created prior to commencing employment. However, Employees may, after seeking independent legal advice, decide to assign such IP to the University for IP commercialisation. In such cases, the IP (having been legally assigned to the University accordingly) would be treated as if it had been developed within the Employees employment.
- 2.1.5 To the extent that any moral rights (e.g. the right to be identified as the author or director, the right to object to derogatory treatment and/or the right not to suffer false attribution) exist in any copyright work which belongs to the University, the University will not generally require the relevant creator to waive any of their moral rights, unless set out in a separate

agreement. The University will acknowledge the author of a work where the law requires or otherwise, where reasonably practicable.

## 2.2 Scholarly Materials

- 2.2.1 Subject to 2.2.2, the University normally waives its rights to copyright in Scholarly Materials except where: such copyright has been created with the use of University Resources; or where such copyright has been created in the course of a sponsored research or other agreement with a Third Party; or where the Employee's job description specifically includes the creation of printed or electronic materials; or where publication of the Scholarly Materials in question might bring the University into disrepute. In these situations, the copyright will be owned by the University in the first instance in accordance with the preceding paragraphs, unless the University and the relevant Employee have agreed otherwise in writing.
- 2.2.2 Subject to any written agreement to the contrary, when Scholarly Materials are produced by Employees, the University retains the right to use the copyright in the Scholarly Materials for its and its' subsidiaries' administrative, promotional, educational, teaching and commercial purposes. Such a right relates to the use of such Scholarly Materials in any format (whether existing or future) and allows the University to sub-license the rights granted to it under the licence to any of its subsidiaries, partners, agents and authorised Third Parties of the University from time to time.
- 2.2.3 Notwithstanding the above, and for the avoidance of doubt, to the extent that the University owns or otherwise has the benefit of any IP (including IP in any Scholarly Materials) or any underlying concepts, processes, procedures, assets or inventions (of whatever nature) which underpin such IP, the University hereby asserts such rights and the Employee shall not use or disclose any such IP unless such use or disclosure is in accordance with this Policy, in particular Sections 4.

## 2.3 Teaching Materials

- 2.3.1 The University will own the copyright in Teaching Materials created and/or developed by Employees. Employees who create and/or develop Teaching Materials shall notify their Line Manager (in writing) giving sufficient details of such Teaching Materials for these to be identified and catalogued (as applicable). If an Employee leaves the University's employment, they shall cease to use any Teaching Materials and shall return or destroy (as directed by the University) all Teaching Materials in their possession or under their control and (if required by the University) certify in writing that such Teaching Materials have ceased to be used and have been returned or destroyed.
- 2.3.2 Subject to any written agreement to the contrary, the University acknowledges that all performers' rights in any Teaching Materials, including any video, sound or other recording of any Employees own lectures or seminars or similar works which constitute performances under the Copyright, Designs and Patents Act 1988, are owned by the Employee. Each Employee therefore grants to the University and its subsidiaries a royalty free, non - exclusive, worldwide, irrevocable licence to performers rights in such Teaching Materials for promotional, administrative, teaching, research and commercial purposes together with the right for the University to sub licence the same to its Partners, subject at all times to the

revenue split in Section 5 below and to the acknowledgement of the Employee who created such Teaching Materials.

## **2.4 Recording the Creation of IP**

- 2.4.1 When undertaking work from which IP may arise, Employees must keep written records of materials creation (such as lab books, digital records or other evidentiary materials) and keep any arising IP confidential until the nature of the IP can be identified by RBE. Further guidance on notebook and record keeping is available from RBE.
- 2.4.2 Employees must disclose to RBE all IP which is potentially commercialisable and any associated materials, including Research Materials, which they create and/or develop: in the course of his/her employment or duties; or in the course of, or pursuant to, a sponsored research or other agreement with a Third Party; and/or outside the course of his/her employment or duties and with using University Resources.
- 2.4.3 Where Employees are in any doubt about whether any IP falls within the criteria set out above, they must assume that it does and make a disclosure to RBE in order to identify the owners of the IP.
- 2.4.4 All IP disclosures to RBE must be made by submitting a confidential Employee IP Disclosure Form, as set out in Appendix 1.
- 2.4.5 The University supports the publication of Scholarly Works in open access journals as set out in the Open Access Policy. To this end, the University requires all full text versions of Scholarly Works to be self-archived by the Originators through the University's institutional Research Management Information System subject to any Third Party contractual limitations. Where Scholarly Materials are thought to contain commercialisable IP, Employees should disclose such IP to RBE as set out in 2.2.2 prior to submitting such materials for publication so that an IP protection plan can be put in place.

## **2.5 Honorary Appointment of Employees to another University**

- 2.5.1 Employees may have honorary academic appointments at other institutions. In all such circumstances, before they commence such honorary appointments, an agreement must be put in place, after consultation with RBE, between the University and the other institution in relation to IP and other terms as decided by the University.
- 2.5.2 Employees must sign any document that the University reasonably requests to ensure that all rights in IP that are to belong to the University, as set out in this Policy, either remain with, or are assigned to, the University.

## **2.6 Honorary Appointments to this University**

- 2.6.1 Some individuals may have an honorary association with the University, but they are neither Employees nor Students. Despite this, such individuals must adhere to this Policy (including, for the avoidance of doubt, Section 2.4) as if they are former Employees.
- 2.6.2 An agreement, the type of which is to be determined by the University, must have been entered into between the University and the individual who is to have the honorary association with the University and/or (where applicable) the Third Party employing the individual, before such individual's appointment at the University commences.



- 2.6.3 Unless otherwise agreed by the University, individuals who have an honorary association with the University; are required to assign to the University any IP they create and/or develop in the course of their honorary activities for the University; and will be treated as if they were Employees for the purposes of revenue sharing as set out in 5.1. For the avoidance of doubt, unless agreed otherwise in writing the University shall only be obliged to share revenue with the relevant individual in the proportions set out in 5.1. Any arrangements between that individual that their employer, or other controlling entity, relating to the subsequent apportionment of such payments will be a separate matter between them to which the University is not a party.

## 2.7 On Leaving University Employment

- 2.7.1 On leaving the University, former Employees shall continue to acknowledge and attribute to the University, IP created during the period of their employment or other contractual obligation at the University in a clear manner and to avoid misleading future employers or collaborators or other material Third Parties as to the interests in the IP concerned. Usually it will be the intention of the University that entitlements and obligations arising under this Policy continue after employment at the University ceases. This is providing that the commercialisation of IP is not hindered and that the Originator continues to support the commercialisation as necessary after employment ceases. This may require a negotiation with a future employer involving a sharing of overall revenues with the new employer and clarification that no conflicts of interest exist
- 2.7.2 On request, and in any event before leaving the University's employment, Employees must deposit with their Line Manager any physical representation of IP where that Employee is the Originator of such IP. Physical representations would include drawings, diagrams, recorded know-how (e.g., laboratory notebooks) and other tangible materials.
- 2.7.3 Once their employment with the University ends (for whatever reason), Employees will not be automatically entitled to use any IP which they created, made, developed and/or used at the University, unless they have first obtained in writing all relevant consents. Any licence granted by the University to any Employee to use IP which belongs to the University will terminate automatically with effect from the date upon which the employment at the University ends, subject to any contrary written agreement between the parties.

## 3. Use of IP owned by a Third Party

- 3.1 It is likely that in the course of creation or development of materials by Employees, IP owned by a Third Party might be included in the final product. These could include text, data, inventions, images, music, sound recordings, broadcasts, film or software. The legal position is that in general, such IP should not be incorporated into creations made by Employees, or sold, copied or re-disseminated by Employees without the express written permission of the owner of the rights in such IP. However, this general statement is subject to certain caveats as follows:
- 3.2 Copyright expires after a while; the lifetime varies according to circumstances, but a good rule of thumb is that anything more than 100 years old is likely to be out of copyright. Under such circumstances, Employees are free to copy materials as necessary. However, Employees should always take formal advice from the University Secretary's Office (USO) before undertaking any such copying. It is important to be aware that even if copyright may have expired there may be

other rights that still subsist, such as reproduction rights. Care must be taken to distinguish between different rights, to ensure that they are not infringed.

- 3.3 There are a number of important exceptions to copyright that allow someone to copy materials that are in copyright without having to ask permission or pay any fees. These include requiring a copy for non-commercial research or private study, Library Privilege or, if required, use in a legal hearing. Employees should always check with the USO before relying on any such exception, as many of them are restricted in scope and some are subject to misunderstandings. If content has been copied for one purpose and is now going to be copied and/or disseminated for another quite different purpose, Employees should check with the USO before undertaking any such copying.
- 3.4 Patents have a lifetime of 20 years from the date that the patent was first applied for. Advice should be sought from RBE before making or using the invention that is the subject of a patent application or where a Third Party is asserting their ownership of IP in results that is intended for use by the University.
- 3.5 Registered Trade Marks, logos and other organisations' names should never be incorporated into Teaching Materials or any other Materials created by Employees without seeking written permission from the owner.
- 3.6 If Employees are unsure about their rights to use Third Party materials, further guidance is available from USO.

#### **4. IP Commercialisation**

The University actively encourages Employees to create economic and social impact from their research through IP Commercialisation. To this end, RBE, in liaison with the relevant faculty or department head, advises Originators on the protection and Commercialisation of IP through the assignment and licensing of IP to Third Parties and through establishing Spin Out Companies.

##### **4.1 Confidentiality**

- 4.1.1 A key component of protecting IP is maintaining confidentiality, especially in the early stages of development and when Employees collaborate with Third Parties, including Students. Disclosure or publication of IP prior to filing a patent application may eliminate the opportunity to obtain patent protection for an invention. Employees must therefore ensure that all IP is kept confidential until suitable arrangements for its protection have been put in place during all stages of IP development.
- 4.1.2 Employees must seek advice from RBE to ensure that confidentiality agreements are put in place where necessary when IP is at risk of being disclosed to Third Parties, including Students.

##### **4.2 IP Protection and Commercialisation Decisions**

- 4.2.1 Due to the time consuming nature of successful commercialisation, confirmation of the Head of School and/or Faculty's (or equivalent) support for commercialisation will be sought on receipt of an IP Disclosure and at critical stages of the Commercialisation process.
- 4.2.2 Upon submission of an IP Disclosure Form by Employees (under Section 2.2.4 above), or the identification of IP by RBE, RBE will carry out IP due diligence with the Employee, Student or

honorary (as per clause 2.6) who creates the IP (the Originator) to confirm the IP ownership, understand the nature of the IP and document any commercial interest. A decision to protect and commercialise such IP will then be made by the Faculty and RBE.

- 4.2.3 If RBE and the Faculty decide to commercialise all or any of the disclosed IP, then the following will apply;
- 4.2.3.1 RBE and the Originator(s) will work together to follow the University's IP commercialisation process.
- 4.2.3.2 The Originator(s) shall provide reasonable assistance in the commercialisation of IP, including providing additional information on request, attending meetings with potential licensees/investors and advising on further development(s).
- 4.2.3.3 If the University obtains IP protection and turns the same to profitable account, it shall pay a share of the income received from the sale or licence of such IP after the deduction University costs for the protection and commercialisation of such IP (the 'Net Resulting Profit') to the Originator(s) as set out in Section 5 of this Policy.
- 4.2.4 If RBE and the Faculty decide not to commercialise all or part of such IP, they will notify the relevant Employees and offer to license or assign the IP to the Originator(s) where it can be shown to its reasonable satisfaction those terms are consistent with the University's obligations as a charity and the use of public funds. The Originator may not, and will procure that anyone to whom they transfer the IP does not, use the University's name in any way, without the University's written consent; and will re-pay to the University: (1) any expenses already incurred by the University or RBE in connection with the registration of any such IP (including patent agents' fees) out of any income or capital realised from the Commercialisation of such IP; and (2) ongoing payments out of income and capital to be agreed between the University and the Originator at the relevant time (such payments generally equate to an amount equal to 15% of the aggregate income and capital in a single financial year unless negotiated and agreed otherwise, and any such agreement shall be subject to the approval of RBE).
- 4.2.5 As RBE acts for the University, although the University's and Employee's interests will often be the same, Employees are recommended to seek independent legal advice at their own cost.

### 4.3 Social Responsibility and Ethics

- 4.3.1 The University will not promote, support or Commercialise any IP-related project which could create difficulties for the University in relation to its status as a socially responsible institution; or in the judgment of the University and/or RBE, might adversely affect either of their reputations.
- 4.3.2 Any dispute as to the application of 4.3.1 shall be determined by the University's Ethics Sub-Group, acting in its sole and ultimate discretion.

### 4.4 Spin Out Companies

- 4.4.1 In some cases of IP Commercialisation, a new company may be created by the University and the IP is licenced into the company in return for a shareholding and/or a royalty

payment. This is known as a 'Spin Out Company'. This process is governed by a separate policy titled the USW Spin Out Policy.

## 5. Revenue Sharing

5.1 Subject to the University's reserved rights under 5.4, the University will (unless agreed otherwise in writing) distribute the Net Resulting Profit or other tangible benefit received by the University derived from IP created by Employees in accordance with the following formula.

Net Resulting Profit	Originators	University
£1-£2,000	100%	0%
£2,001 - £40,000	60%	40%
£40,001 - £100,000	50%	50%
£100,001 - £200,000	40%	60%
Over £200,000	30%	70%

5.2 Such Net Resulting Profit shall be calculated after providing for the reimbursement to the University of all the costs and payments incurred in and about applying for and obtaining protective rights for and commercialising the invention. For the avoidance of doubt the provision for the division of Net Resulting Profit does not supersede the members' rights under the Patents Act 1977 or any amendment thereto.

5.3 Where there is more than one Originator, the Originators share of Net Resulting Profit will be shared between the Originators equally, unless they otherwise agreed with the University using the form in Appendix 2 of this Policy.

5.4 The University wishes such a share of Net Resulting Profit to be an incentive for Employees and will be applied unless agreed otherwise with University in advance of commercialisation activity commencing. In particularly, the University reserves the right to retain more of the returns if:

5.4.1 such returns are so substantial that it would be inappropriate as a charitable organisation for them not to be reinvested in the University's charitable objects; or

5.4.2 the University has provided additional service and/or investment.

5.5 Unless the University and Originator agree otherwise, the revenue share not retained by the University or the Faculty will be given to the Originator(s) (or their estate(s)), subject to the terms of this Policy. This will apply even where the Originator has ceased to be an Employee or a Student for any reason.

5.6 When Originators own shares or share options in a Spin Out company, they waive their right to a share of any royalty income received by the University from the Spin Out Company.

## 6. Confidentiality

6.1 Employees should ensure that any commercially valuable or potentially valuable information that has not been published is protected by establishing a confidentiality agreement signed by a

university authorised signatory before disclosure to others who are not Employees, such as Students, businesses or other Third Parties: this should be considered for instance in relation to open seminars; and ensure that any Third Party (including former Employees) that is to receive Confidential Information, is obliged (in writing) to keep that Confidential Information confidential.

- 6.2 Employees must seek advice from RBE before confidentiality agreements or understandings are signed. All terms in such agreements must be followed by Employees including the storage of information and data in accordance with its confidential nature. Please note that obligations of confidentiality and non-disclosure do not end just because an individual is no longer an Employee.
- 6.3 Under such confidentiality agreements, Employees should ensure that comprehensive records of written or electronic information received or disclosed are kept and minutes of meetings where oral disclosures are made.
- 6.4 Check with the relevant Third Party first if he/she is in any doubt about the use, publication or mention of any information which might be sensitive or covered by a confidentiality agreement or understanding.

## **7. Managing IP when engaging with external organisations**

- 7.1 Collaborative Research occurs when Employees engage with Third Parties to carry out a joint programme of research. In this situation, Employees should ensure that an authorised written agreement signed by an university authorised signatory (a Collaboration Agreement) is used to manage IP which, as a minimum, (subject to RBE's ultimate approval) shall include the following terms:
- 7.1.1 The University will retain the right to use the research results of the research for academic purposes, including publication, subject to confidentiality provisions being met.
- 7.1.2 IP created by Employees before or during the Collaboration, or otherwise provided by the University will be owned by the University and, if required, assigned to or licensed to the Third Party for use and/or commercialisation on fair and reasonable commercial terms to be agreed under the guidance of RBE.
- 7.1.3 The Third Party may have an option to use the research results on, at least, a non-exclusive basis in advance of academic publication, subject to terms being agreed.
- 7.1.4 The terms of the Collaboration Agreement will depend on, amongst other things, who initiated the research, who owns the pre-existing or background IP, the sources of funding, employer policies, the University's charitable status and the ability of the Third Party to exploit the IP.
- 7.1.5 No work should be conducted for the benefit of, or using material or IP owned by a Third Party before the Collaborative Agreement is completed.
- 7.1.6 University ownership is asserted in relation to its copyright interest in paper and digital materials.
- 7.2 Funding proposals for Collaborative Research made with Third Parties should include broad terms for managing IP and confidentiality and approved by RBE prior to submission.

7.3 Where the University enters into a contract for the supply of Contract Research or Consultancy Services, there will be specific provisions in such a contract relating to IP generated in the course of supplying those services which will be determined under the terms of the Consultancy Policy.

7.4 Where Employees have an involvement with a Third Party that may benefit from IP they have created, this may give rise to a conflict with the University's interests and this Policy (a 'Conflict of Interest'). Employees are responsible for acknowledging and declaring any Conflicts of Interest to RBE and to their Line Manager so that they can be managed accordingly. In the case of Collaborative Research, Conflicts of Interest should be managed in accordance with the Research Governance Framework.

## **8. Dispute Resolution**

8.1 If there are any disputes in relation to the implementation or the interpretation of this policy, they will be referred in the first instance to the Faculty Dean or Head of Department of the Employee in the first instance to raise the issue with the Head of RBE.

8.2 If the matter is unresolved, it will be escalated to the PVC Innovation and Engagement.

8.3 If the matter remains unresolved, it will be referred to the University Grievance Procedure.

## Appendix 1

### CONFIDENTIAL IP DISCLOSURE FORM

*To be completed by Employees who have developed IP. Please refer to guidance from RBE when completing this form and the USW Employee IP Policy.*

1. Please provide a descriptive title for the intellectual property (IP)
2. Please provide a description of the IP. This should be comprehensive and include any drawings, photos or prototypes.
3. Please detail the funding and/or other resources were used to carry out the activity that has led to the IP creation.
5. Disclosure/Publication
A. Title & date of any past publications of the Research Results giving rise to the IP (include thesis and date submitted).
B. Title & date of any past public engagement or presentations of the Research Results containing the IP.
C. Title & date of any anticipated future publications or events and /or oral disclosure and any submissions made for future publication.
6. How much work has been done on the practical development of the IP and what else is needed to demonstrate the commercial viability?

8. Please state any commercial entities that may be interested in this intellectual property.

Please give details of any companies who may have an interest in the IP (include competitors).

Please include details of any contacts you may have in those companies (name, position and contact details if known).

9. Originators. Please provide full names, position and employment details of each person that made a contribution to the intellectual property.

Name :

Position:

Faculty /Department :

USW Employee: Y/N

Signature 1 .....

Date.....

Name:

Position:

Faculty /Department :

USW Employee: Y/N

Signature 2 .....

Date.....

Name:

Position:

Faculty /Department :

USW Employee: Y/N

Signature 3.....

Date.....

When completed please submit in an envelope marked confidential to:

Lucas Brown, Knowledge Exchange & Impact Manager,

Research & Business Engagement

University of South Wales, 8 Forest Grove, Pontypridd CF37 1DL



## Appendix 2

### Intellectual Property Commercial Income Sharing Form

Under the Employee IP Policy, the University requires that Employees that have contributed jointly to Intellectual Property (IP) disclosed to the University agree the proportion of payment that each Originator will be entitled to from the Originator's share of the Net Resulting Profit as set out in Section 5 of the Employee IP Policy. Normally this will be equal proportions unless individuals concerned have made significantly different levels of contribution. Please note that completing this form does not guarantee that Commercial Income will be generated from the IP.

Please provide the following details:

1. The descriptive title used to confidentially disclose the IP

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2. Please provide the full name of each contributor and the agreed percentage contribution\*. Contributions should indicate the relative value of the contribution to the IP.

Originator's Name	Contribution %

\*Contributions should total 100%.

Please sign and date (all Originators) the declaration below and return to RBE:

We agree that the individual contributions made to the Intellectual Property were, at the date stated below, as detailed above.

Originator's Signature**	Date

\*\*Please add further signatories as appropriate.