

INTELLECTUAL PROPERTY MANAGEMENT CODE OF PRACTICE

1. INTRODUCTION

1.1 Purpose

This document sets out (i) the University's policy in relation to the management of its Intellectual Property (IP) and that belonging to others; and (ii) its procedures governing ownership of IP, protection and use.

1.1.1 The significance of IP commercialisation

The knowledge generated by the University through the expertise of our staff, intellectual assets, resources and facilities, constitutes IP which should be owned, protected, used and disseminated by the University to further its charitable and academic missions and purpose, as established in our Charter. The dissemination and use of knowledge and ideas arising from our academic activity includes a more significant and wider range of activities with positive societal impacts than the commercial exploitation of IP alone. These activities include but are not limited to, teaching and continuing professional development; publication and presentation of academic research; consultancy; volunteering; provision of facilities and accommodation; specific programmes of business engagement; and most importantly, in terms of how widespread and significant an activity, engaged collaborative research with non-academic partners.

1.1.2 Impact over income generation

Within the constraints of our charitable status, the University will therefore prioritise the longer-term dissemination and use of knowledge to enable wider societal impact over shorter-term commercial returns to the University. However, to support instances where there is a clear and necessarily commercial pathway to impact, the University will have in place robust mechanisms to identify and protect commercially valuable IP, where there is a clear opportunity for it to have a significant and positive societal and/or economic benefit, or where explicitly required by the research funder.

1.1.3 Ownership

By law, the University will usually automatically own IP created by its staff in the course of their duties. Similarly, the University will, within permissible limits of its charitable status, seek to vest the commercial rights and/or ownership in such IP with the external partner(s) best placed to exploit it.

1.2 Scope

The Code of Practice includes:

- What intellectual property the University owns, or might jointly own;
- What steps an individual affected by the Code of Practice needs to take;
- When and if commercial exploitation of the IP will occur;
- The financial benefits that may be obtained by the individual and the University under this Code of Practice; and
- How IP belonging to others should be identified and managed.

1.2.1 Who must comply with the Code of Practice

This Code of Practice is concerned with the management and use of IP owned by and/or created under the auspices of the University, whether through research, teaching, commercialisation or any other activities. It applies to:

- all persons employed by the University and/or its subsidiary companies and acting in the course of their employment or using the University's resources and facilities;
- (i) any individual honorary appointments (of any description) engaged in study or research at the University (provided the terms of their contract do not vary this Code of Practice); and (ii) any individual who has signed a contract for services or other agreement (provided the terms of the contract do not vary this Code of Practice); together, **Staff**; and
- any full or part-time students creating IP under this Code of Practice in accordance with Section 2.2 (**Students**).

This Code of Practice shall continue to apply to Staff and Students after the termination of employment or registered studies in respect of any obligation to assist the University in the exploitation of Intellectual Property, at the University's expense.

1.2.2 Definitions

Intellectual Property is the manifestation of ideas, creativity and invention in tangible form, which may receive protection through a range of legal IP rights.

These can include rights which require formal registration to receive protection, such as patents, trademarks and registered designs (**Registered Rights**). Others exist without formal registration, such as copyright. The University also has a large body of "know how", skills and experience, which might not be the subject of protection through IP rights, but can be protected in other ways, such as through confidentiality agreements and exploited through partnership arrangements.

This Code of Practice covers IP rights in confidential information, copyright, design rights, moral rights, patents and patent applications, database rights, publication rights and any similar rights in the following:

- Works created with the aid of University facilities, including films, videos, photographs, digital images, typographical arrangements, artistic works, lyrics, scores, multi-media productions, audio works, other works generated through University hardware or software;
- Materials of a scholarly nature which are created by the University's employees in the course of their employment, such as text books (unless such text books are developed using University administered funds paid specifically to support text book development); academic journal articles; conference papers and related presentations; and materials created for personal use (***Scholarly Materials***);
- Inventions and technical information, whether patentable or not;
- Materials, including biological materials;
- Computer software, courseware, firmware and related material;
- Works generated by computer hardware owned or operated by the University;
- Commissioned works, i.e. those which the University has specifically called upon the person to produce, whether in return for a special payment or not (University-Commissioned Works);
- Databases;
- Examination papers and manuscripts;
- Registered and unregistered designs and silicon chip topographies; and
- Confidential information, including those within information storage systems and laboratory notebooks.

These are collectively referred to in this Code of Practice as ***Intellectual Property*** or ***IP***.

2. WHAT INTELLECTUAL PROPERTY WILL BE OWNED BY THE UNIVERSITY

2.1 Staff

Unless otherwise agreed in writing, or otherwise required by law, the University will own the IP created by Staff described in Section 1.2.2.

Where copyright belongs to the University, staff should confirm the fact by inserting the following copyright notice on all materials: "© University of Keele 20[xx]".

2.2 Students

As students are not employees, the University does not automatically own Intellectual Property created by Students.

2.2.1 IP generated solely by Students:

IP generated solely by Students will be dealt with as follows:

- a) Postgraduate Research Students: Subject to section 2.2.3, the ownership of any IP resulting from postgraduate research students rests with the University by virtue of their enrolment

- b) on a research Masters or PhD and is subject to the same provisions as Staff members under sections 2.1.
- c) Undergraduate Students or Taught Postgraduate Students: IP generated by undergraduate students or taught postgraduate students will be owned by the Student.

2.2.2 IP generated jointly by Students and Staff:

IP generated jointly by Students and Staff will be dealt with as follows. The University recognises that Students will be working closely with members of Staff and that members of Staff will be supervising Students' coursework and studies. Where this involves a material use of the University's financial, human or intellectual resources or where the respective contributions of the Staff and Student contributors cannot be deciphered, the University may assert (at its discretion and taking relevant circumstances into account) the right to be identified as a joint owner together with the Student and a separate agreement setting out respective rights will be agreed between the University and the Student. Where IP generated by Staff or jointly by Students and Staff is capable of exploitation, this will be dealt with in accordance with Section 2.3.

2.2.3 Third parties and Other Legal Requirements:

The ownership of IP in Section 2 may be varied by the University where required to comply with funder terms and conditions or other legal requirements (e.g. to comply with Subsidy Control obligations) and in this case, a Student may be required to assign their IP to the University or a third party.

Where a Student is involved during their course of studies in a work or study placement with a placement organisation, the ownership of any IP arising from the placement will be agreed on a case-by-case basis between the Student, the University and the placement organisation.

2.3 Availability of University support

Decisions as to whether the University will secure the protection of IP will be made by the Director of Engagement & Partnerships and will take into account:

- Whether there is a clear pathway to impact;
- Whether the University is legally required to protect and/or exploit the IP; and/or
- Whether resources are available to enable protection and exploitation.

Staff and Students must approach Heads of Partnership Development & Impact at the earliest opportunity to discuss IP protection and exploitation needs. Where the protection of IP will require costs to be incurred, any decision to support the protection of IP will be subject to an agreed plan to resource these costs.

The University's initial expectation will be that costs relating to exploitation will be picked up by an external funder. Where IP is developed by the University in the absence of an external funder, the University may still fund a priority application for the IP (i.e. the initial filing required to establish a

priority date) if the criteria above are met. All costs beyond this date must, however, be supported by an external funder and the IP would normally be assigned to the partner to arrange protection of any Registered Rights, unless agreed otherwise by the Director of Research, Innovation & Engagement.

2.4 Contractual arrangements

To facilitate the exploitation of the IP, and ensure that the IP is in the hands of an entity best placed to secure impact, the University's initial position in any contractual arrangements will be that:

- The ownership of the IP generated through the project vests with (or is assigned or licensed to) the external partner;
- The external partner will be under an obligation to exploit the IP where reasonable to do so;
- The University would retain a right to elect to receive an income stream (at the discretion of the Director of Research, Innovation & Engagement) should exploitation generate an income stream for the external partner; and
- The University will receive a licence to continue to use the IP for non-commercial teaching and research purposes.

This position can be re-considered on a case-by-case basis in the event that it is felt that this position does not adequately protect the University's charitable status in the context of a particular transaction.

2.5 Revenue sharing

If an income stream is received by the University as a result of the exploitation of IP generated under this Code of Practice, the revenue will be shared in accordance with Annex A.

To initiate the revenue sharing process, all inventors involved in the project must complete an Intellectual Property Disclosure Form (as set out in Annex B), through which the inventors can elect to either receive a royalty share under the terms set out in Annex A or transfer shares to their Faculty. The University will be under no obligation to pay a royalty share unless a fully signed Intellectual Property Disclosure Form, approved by the Dean of Faculty, has been received by the Directorate of Research, Innovation & Engagement.

Where the inventors are included in the income distribution, it shall be the inventors' responsibility to agree their pro rata shares, subject to approval by the University, not to be unreasonably withheld. In the absence of this information, the University shall be entitled to determine the relative contributions.

2.6 Expectations of Staff and Students

At the request and expense of the University or an external partner, as applicable, Staff and Students shall assist the University and/or the external partner in the prosecution of any application for registered protection until official publication. They will also execute all documents and do all acts and things as may be necessary or proper to obtain the acceptance of such applications for

registered protection; procure the grant of patents, registered designs, trademarks, and or copyright registrations abroad under such applications; or secure the protection of any such rights.

The University's policy is to support the academic dissemination of research results and encourage the publication of scholarly and scientific works. However, in some cases premature public disclosure, including verbal disclosure, prior to the filing of a protective application may be an obstacle to protection and adversely affect the commercial value of the invention. All those bound by this Code of Practice should, where commercialisation may be possible, ensure that IP is kept confidential until a decision has been made as to whether or not the IP is capable of protection.

2.7 Assignment of IP owned by the University

In the case of IP solely owned by the University and in circumstances where the University does not wish to continue ownership or to apply for or maintain registered protection of the IP, the University will consider a written request of Staff and/or Students, to arrange for the assignment of the IP to them at their expense. All Staff / Students listed on the Intellectual Property Disclosure Form must agree to its assignment. Any decisions on assignment will be made by the Director of Engagement & Partnerships, taking into account the interests of the University and the Staff and/or Students, subject to the University's charitable obligations and any legal restrictions on the University. The assignment will generally be subject to a royalty-free, non-exclusive licence being granted to the University to use the IP for academic purposes.

Any assignment will be in the form of written agreement between the University and the Staff and/or Students and may be subject to agreement from Staff and /or Students:

- Not to use the University's name in any advertising or marketing relating to the IP; and
- To reimburse any costs and expenses incurred by the University in protecting the IP (to the extent any have been incurred).

The University will not continue to fund prosecution of any formal protection of IP to such Staff and/or Students, who also must not use any funds in any University account, of whatsoever nature, to fund continued protection.

2.8 Spin-outs

Spin-out companies are those created by the university as a means to bring IP to a particular market, to which the IP originating from University activities is assigned.

The University will bring all potential cases for spin-out to the attention of Midlands Mindforge Limited, a Patient Capital vehicle for the Midlands Innovation partnership of universities (including the University). The University will consider the advice of Midlands Mindforge Limited, in pursuing spin-out opportunities. In such cases, the University will follow the recommendations put forward in the 2023 Spin-out review¹, including:

1 <https://www.gov.uk/government/publications/independent-review-of-university-spin-out-companies>

- agreeing spin-out deals on market terms, avoiding unnecessary negotiations. Equity splits identified via TenU's University Spin-out Investment Terms (USIT) Guide will be used as a starting point for life sciences spin-outs (10-25% university equity) with exact terms varying depending on the wider commercial deal;
- for less IP-intensive sectors, common in software-only spin-outs, typical deal terms should be much lower, with university equity of 10% or less;
- using template spin-out term sheets developing in coordination with Midlands Mindforge Limited and building on the USIT guidance;
- having clearly stated expectations on timescales to complete the stages of the spin-out process developed in line with norms across the Midlands Innovation universities.;
- approvals needed for a standard spin-out taken by the University Executive Committee, enabling rapid decisions should spinout opportunities arise that are consistent with policy;
- founders encouraged to adopt amongst themselves proportionate equity distribution that both recognises the contributions to originating IP and continued intellectual support, but also the need to reward and incentivise those individuals who will commit considerable effort in taking the company forward.

2.9 IP BELONGING TO THIRD PARTIES

The University must not knowingly infringe IP rights belonging to third parties. This could include:

- IP used in a research project;
- Teaching materials or software codes brought from another university;
- IP generated at the University but owned by a third party;
- IP owned by the University, but licensed to a third party; and
- Material downloaded from a third party website.

Staff and Students must ensure that the University has the right to use IP provided by, owned by or licensed to third parties. If in doubt, advice should be sought from the Directorate of Research, Innovation & Engagement. The Library can provide detailed advice around the use of copyright in academic materials.

2.10 CONFIDENTIALITY

2.10.1 Confidentiality obligations on the University

All Staff, Students and visitors should be made aware of and abide by any confidentiality obligations concerning projects on which they are working. Confidentiality undertakings may be required both of the University and of the individual personally. The head of the project shall ensure that all Staff and/or Students engaged in such work are aware of the terms of the contract (and sign supplemental agreements where required) and that the handling and storing of confidential information is in accordance with the terms of the contract. Staff and/or Students shall not disclose

to any third party any confidential information, for example, through giving a lecture, presenting or publishing a paper or holding discussions, unless authorised in writing.

2.10.2 Protection of the University's confidential information

During discussions with third parties, which may lead to any form of partnership or services agreement in relation to an exploitable invention, it may be necessary for the University to disclose confidential information and know-how to a third party, and vice versa. To protect the University's rights and to ensure that both parties are clear about the basis of the discussion, Staff and Students should disclose only what is necessary to enable the talks to proceed sensibly and should only do so following signature by the third party of a binding confidentiality agreement. The University has a standard agreement which can be obtained from the Directorate of Research, Innovation & Engagement. Only duly authorised signatories are able to sign confidentiality agreements on behalf of the University. In some cases, the third party will also wish for a similar undertaking to be made by the University.

2.11 DISPUTE RESOLUTION

Any disputes relating to this Code of Practice should be referred to the Director of Engagement & Partnerships in the first instance. If the dispute is not resolved in a reasonable period of time, it can be referred to the Deputy Vice-Chancellor. If the dispute continues to remain unresolved after a reasonable period of time, the University can refer the dispute to an independent expert experienced in IP matters, whose decision shall be final and binding. The costs of the expert shall be borne by the University but shall be recoverable from IP income which is the subject of any expert opinion.

3. ROLES AND RESPONSIBILITIES

The Deputy Vice Chancellor and Chief Operating Officer have Executive level oversight of the Code of Practice.

The Pro-Vice Chancellor (Research & Innovation) is responsible for ensuring that the implementation and operation of the Code of Practice is in line with the current overall Research & Innovation Strategy.

The Director of Engagement and Partnerships is responsible for developing and reviewing the Code of Practice and the procedures that underpin it. They will also ensure that that any approvals held by them or their direct reports conform to the Code of Practice.

The Head of Partnership Development and Impact will monitor compliance with the Code of Practice, supported by other members of the Partnership Development Team.

Executive Deans have responsibility for ensuring that the requirements of the Code of Practice are fulfilled in alignment with Faculty research and innovation strategies, and for supporting dispute resolution at School level where this is needed.

Keele University staff members who are actively involved in developing IP have the primary responsibility to ensure that they are following the Code of Practice, this includes Emeritus Professors, Keele University Honorary Contract holders and others within Keele University.

4. RELATED POLICIES AND PROCEDURES

Staff and managers should also refer to the following policies and procedures:

- Knowledge Exchange Plan
- Research Strategy
- Research Code of Good Practice
- Research Integrity Policy
- Captured Content Policy

5. REVIEW, APPROVAL & PUBLICATION

The Code of Practice will be subject to review within a three-year period, to be co-ordinated by the Director of Engagement and Partnerships and the Pro Vice-Chancellor for Research and Innovation. Approval prior to Council and Senate consideration will be via University Executive Committee

The Code of Practice will be published on the University's [PolicyZone](#).

6. ANNEXES

Annex A: Revenue Sharing

Annex B: Intellectual Property Disclosure Record

7. DOCUMENT CONTROL INFORMATION

Document Name	Intellectual Property Management Code of Practice
Owner	Director of Engagement & Partnerships
Version Number	2.2
Equality Analysis Form Submission Date	N/A
Approval Date	12 July 2014
Approved By	Council
Date of Commencement	July 2014
Date of Last Review	12 September 2025
Date for Next Review	12 September 2028
Related University Policy Documents	Knowledge Exchange Plan Research Strategy Research Code of Good Practice Research Integrity Policy Captured Content Policy
<i>For Office Use – Keywords for search function</i>	

Annex A: Revenue Sharing

In line with established sector practice, the University will offer the opportunity for Staff and Students to share any net revenues arising from IP commercialisation.

For Staff and Students who have created IP that are subject to the terms in Section 2.5, income payable to Staff and Students shall be calculated as follows:

Income means monetary income received by the University in relation to:

- (a) licensing;
- (b) assignment (other than to Staff or Students);
- (c) transfer of IP to a company in which the University owns shares or membership rights; or
- (d) sale of shares in a company in which the University owns shares (or equivalent rights) and to which the IP was transferred or licensed.

Income will not include:

- (a) shares in a spin-out or similar company (or proceeds from them) where the inventor(s) has/have received share(s) themselves in such company in lieu of a revenue share;
- (b) payments received by the University for the performance of research, consultancy, teaching or other services provided by the University, Staff or Students; or
- (c) any sponsorship or other payment made to support a Student.

From the Income, the following costs may be deducted by the University:

- Recovery of costs associated with the creation, protection, maintenance, enforcement, defending, development, marketing or exploitation of any IP, including legal costs and the formation of 'spin- out' companies;
- Taxes payable in respect of income;
- Legal costs and third party costs incurred in negotiating any agreements relating to the IP;
- Any grant or reward payments required to be made to any third parties;
- Any other payments which the University is required to make to third parties;
- Costs of proceedings by or against the University (including any awards against the University); and
- Any other costs reasonably identified by the University; (together, Net Income).
- Deductions will be determined by the Director of Engagement & Partnerships.

The Net Income will be handled in accordance with one of the routes below, to be specified by the inventor in the Intellectual Property Disclosure Record.

Inventor Route: The Net Income will be divided between the inventor (as specified in the **Intellectual Property Disclosure Record**) and the inventor's (or inventors') Faculty, as detailed in the table below. This allocation may be reviewed and changed periodically. Where payments are apportioned to

the inventor, they will be subject to required deductions for tax purposes, including without limitation, employee National Insurance and income tax and employer National Insurance.

Total Net Income / £	% inventor(s)	% inventor's Faculty
0 – 10,000	80	20
10,001 – 50,000	50	50
50,001 – 1,000,000	40	60
> 1,000,000	Subject to negotiation with senior management	

These rates are cumulative and will apply for the lifetime of the licence.

Faculty Route: Subject to the agreement of all inventors, the inventors may elect that their joint share of the Net Income is allocated in full to their Faculty. If this route is selected, no personal royalty will be payable by the University to all or any inventors.

The relevant Faculty will determine how any Faculty share is allocated internally as between its constituent departments.

Inventors are required to keep Finance informed of their current home address as royalty income will be sent to this address. Any royalties which remain unclaimed twenty four (24) months after receipt of income by the University will be retained by the University.

Annex B - Disclosure Form

INTELLECTUAL PROPERTY DISCLOSURE RECORD

CONFIDENTIAL

The purpose of this Disclosure Record is to provide information about research results or ideas which have potential commercial value, to enable them to be evaluated by the University.

Please speak to the Partnership Development team in the Directorate of Research, Innovation & Engagement before completing this form. Your link contact can be found here:

<https://www.keele.ac.uk/admin/directorateofresearchinnovationengagement/>

Please refer to the Intellectual Property Management Code of Practice when completing the form.

DISCLOSURE RECORD

GUIDANCE NOTES

1. Brief description of the invention or other IP

Short title (10 word max):	
Description:	

Please attach 1-2 pages of A4 providing an overview of the invention, how and why does it work and what is new about it. Please also submit any relevant papers or drawings related to the IP / invention.

Please ensure you provide a sufficient level of detail to enable the University to assess your IP. If the University needs to evaluate the patentability of your IP, it can only do so if it can be shown that your IP (1) has novelty, (2) is not obvious and (3) has industrial applicability.

2. Inventors

Name (incl Title)			
Home Address			
Nationality			
Employer			
School			
Research Institute			
Tel No:			
Fax No:			
Email:			
% contribution to this IP	%	%	%

An inventor is a person who has made an intellectual contribution to the inventive step(s) involved in the creation of the IP / invention described in this Disclosure Record.

Staff and students working under supervision and not making a positive intellectual / creative step are unlikely to be inventors.

Please consider carefully those who are identified as inventors as there may be legal Implications. You are advised to seek advice from the Directorate of Research, Innovation & Engagement before completing this section.

3. Date of Disclosure to the Directorate of Research, Innovation & Engagement

____/____/____(DD/MM/YYYY)

4. Disclosure

Publication (journal papers /abstracts / posters / internet / other)

Past :	
Planned :	

Oral (presentations, seminars, meetings, conferences, demonstrations)

Past :	
Planned :	

If you disclose your IP or invention in any written or verbal communication without the protection of a Non-Disclosure Agreement (known as an NDA or CDA), you may compromise any potential patentability of your IP as it would no longer be considered novel.

Please seek further advice from the Partnership Development team in Directorate of Research, Innovation & Engagement if you need to put NDAs in place to protect your IP.

5. Research Funding

Was the research leading to this IP / invention or any part of it, funded in whole or in part by a **third party**?

(e.g. company, charity, research organisation)

Has any of this work been **carried out elsewhere**?

(e.g. another university, previous employment, industrial collaborator)

It is important that the University ascertains whether other organisations have rights to your IP / invention, so that we can reach agreement with them over protection and exploitation rights. Any other organisation that has been involved with your research may have a claim on the IP.

6. Potential Commercial Use

Please describe the IP / invention's applications, usefulness, novelty, uniqueness and the problem the IP / invention solves.

In your description, please list competitive products / technologies and their manufacturers (please attach any supporting information)

Keele will evaluate your IP and, in conjunction with third parties, develop an exploitation strategy for it if it is thought to have commercial potential.

Any commercial information that you have will assist us in the evaluation and exploitation processes.

Declarations

Inventor Declarations:

I declare that I am an inventor of the IP / invention disclosed on this Disclosure Record and that the contents of this Record are true.

I agree to co-operate with Keele University or any nominated third party in seeking patent or other legal protection. I agree to assist Keele University or any nominated third party in any exploitation of this IP / invention.

Any Net Income (as defined under the IP Management Code of Practice) received by Keele, whether lump sums or royalties, from option, licence or assignment agreements, will be distributed according to **Appendix 1** of the University's **Intellectual Property Management Code of Practice**. The inventors acknowledge that they have read this **Appendix 1** and jointly agree that this distribution shall be made in accordance with the:

☐ Inventor Route

☐ Faculty Route

University Faculty receiving share of Net Income: _____

Inventor	(1)	(2)	(3)
Signed			
Dated			

Faculty Declarations:

I have read the contents of this Intellectual Property Disclosure Record and have verified the inventorship described above. I agree to the submission of this Record to the Directorate of Research, Innovation & Engagement.

Dean of the Faculty of _____

(To be signed by the Deputy Vice-Chancellor & Provost if the Dean is an inventor)

Name	
Signed	
Dated	