



# Abertay University

## **Intellectual Property Policy**

The University is committed to a research strategy which delivers real world solutions to end users. The University recognises that researchers are often best placed to develop their research into new products or applications which offer these solutions to end users. The University therefore believes that researchers should have free access to the Intellectual Property they have generated during their research, except in the specific circumstances set out below.

Please note that the term “Intellectual Property” covers all intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks and the right to apply for any of the above as recognised in any country in the world. For the avoidance of doubt, Intellectual Property shall not include any personal data (as defined in the Data Protection Act 1998) of which the University is the data controller (“Personal Data”). The University will retain ownership of all Personal Data and this policy is not intended to authorise any other party to process such Personal Data without the consent of the University.

### **Assignment of Intellectual Property – students**

All Intellectual Property generated by students using University resources (“Student IP”) shall be owned by the inventor (i.e. the student who created the Intellectual Property), except:

- where an external funder providing funding or other support (e.g. student placements) requires as a condition of support that Student IP is assigned to them; or
- where the Student IP has been developed in the production of a thesis or in the production of course or teaching materials, in which case the Student IP will be owned by the University.

In the event that any of the exceptions detailed above are considered to apply, the student shall execute and deliver such documents and perform such acts as may reasonably be required in order to ensure that ownership of Student IP is vested in the correct party, as set out above and the University may require the student to do so at any time.

## **Assignation of Intellectual Property– staff**

All Intellectual Property generated by staff during the course of their employment with the University and/or using University resource (“Staff IP”) will be owned by the inventor (i.e. the member of staff who created the Intellectual Property), except:

- where an external funder providing funding or other support requires as a condition of support that Staff IP is assigned to them; or
- where the Staff IP has been developed in the production of course or teaching materials, in which case the Staff IP will be owned by the University.

In the event that any of the exceptions detailed above are considered by the University to apply, the staff member shall execute and deliver such documents and perform such acts as may reasonably be required in order to ensure that ownership of Staff IP is assigned to the correct party, as set out above, and the University may require the staff member to do so at any time.

## **Joint ownership**

Where more than one inventor is responsible for the creation of Intellectual Property using the University’s resources, the contributions of each joint inventor are not distinct or separately identifiable from one another, and at least one inventor is a University staff member or student, the Intellectual Property shall be owned jointly by the inventors, unless the Intellectual Property falls within any of the exceptions relating to Student IP and Staff IP noted in the sections above. Joint ownership does require more ongoing management and should only apply where the contributions of joint inventors are not distinct from each other and cannot readily be separated. The University believes that the joint inventors are best placed to agree among themselves how the Intellectual Property should be protected and how any revenue should be shared, and the University would not expect to be involved in any negotiations between the inventors on this issue.

## **University responsibilities and use of Intellectual Property**

The University shall not give any warranties or assume liability for any uses of, or dealings in, Staff IP or Student IP which has been created at the University but assigned to any staff member or student under this policy.

The relevant staff member or student shall be solely responsible for any protection, commercialisation and exploitation of Staff IP or Student IP respectively and must make clear that:

- the University has no ownership interest in the relevant IP; and
- he or she is not authorised to act or incur obligations and/ or liability on the University’s behalf.

The University has provided support to staff and students in the development of Intellectual Property and has a responsibility to promote new research and knowledge exchange. Therefore, staff and students shall grant to the University a perpetual, irrevocable, worldwide non-exclusive, royalty-free licence to any Staff IP and Student IP for teaching, publishing and research purposes. If Student IP or Staff IP includes confidential information belonging to the inventor, the University shall not unreasonably refuse to enter into a non-disclosure agreement to protect that confidential information if so requested by the inventor.

As noted above, the University will retain ownership of Intellectual Property in relation to course or teaching materials generated by students and staff. The University will also register its Intellectual Property rights where appropriate through e.g. trade marks, patents and/or registered designs to protect its Intellectual Property, trading names etc, where this is deemed appropriate. The University will monitor the use of this and any other Intellectual Property belonging to the University and reserves the right to defend its Intellectual Property in circumstances where their misuse or infringement would, or is likely to create reputational, financial or other damage to the University.

The University shall continue to store and make publicly available data generated by research, in line with evolving policy on this issue. The University shall also continue to make research publications by staff accessible to a wide audience through use of the institutional repository of publications, and requires that staff place their publications on this repository.

In relation to any grant of rights, licences, warranties or undertakings sought by any person in relation to Intellectual Property owned by or licenced to the University, these shall only be granted subject to the University's approval procedures. No member of staff or any student is authorised to give or purport to give any such grant, licence, warranties and/or undertakings on the University's behalf.

### **Timing**

This policy will take effect from the date on which it is approved by the University Court. This policy applies to all Intellectual Property created on or after the date of approval of the policy. The position adopted in this policy represents a change from previous Intellectual Property policies adopted by the University. To the extent which any Intellectual Property created before the date of approval of this policy has not already been allocated in terms of the provisions of this policy, the University will consider any reasonable request to transfer ownership of that Intellectual Property to bring it in line with the position adopted in this policy.

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