

Intellectual Property Policy

Introduction

1. This document sets out The Queen's University of Belfast (the "University") Policy governing: i) the ownership of Intellectual Property Rights ("IPR") in Intellectual Property ("IP") created by, and developed for, or within, the University; ii) the management, dissemination, and commercial exploitation of the University's IPR; and iii) the use by the University of IP owned by others ("Third Party IP").
2. This Policy applies to all forms of IP in any format and in any media. IP includes all inventions capable of protection whether registered or not, patents, registered and unregistered designs and design rights, University-commissioned works, computer software, commercially exploitable know-how and all copyrights including copyright in literary, musical, dramatic and artistic works, software, databases, designs, distance-learning course materials and materials circulated electronically. IP also includes any creative work, not limited to outputs from research and development, carried out within the University.
3. The term "Student" shall include all students registered on University undergraduate or postgraduate programmes.
4. The term "Staff" shall include all academic and non-academic employees who are employed by the University under formal contracts of employment, including part-time employees, and includes University employed academics or researchers and University employed academic-related, technical, and other employees, and employees on joint appointments.
5. This Policy applies to all Staff with a University contract of employment (whether sole, joint, or honorary), Students and other third parties who contribute to the creation of IP jointly with, or on behalf of, the University.
6. This Policy does not cover the use of copyright materials by the University, its Staff or Students for teaching, personal study or research purposes which are owned by third parties. Advice about the use of third-party copyright materials for research or teaching purposes should be sought from the [Directorate of Information Services, The Library](#).

General Principles

7. The University has a duty to protect its investment and rights in its IP. Specifically, the University is keen to protect its rights in teaching and support materials so that they can be enhanced, developed, and improved over time, as education is a core University activity. Similarly, the University has a public duty to protect its rights and to commercialise IP that may have economic or social value when University facilities or resources have been used to develop the IP. At the same time, the University recognises

the importance of publication and dissemination of knowledge, and wishes to balance the above with the need for its Staff to pursue and develop their academic careers. The University notes that publications and materials created by Staff containing University owned IP are important for academic research and teaching. This Policy aims to satisfy all these requirements where reasonably practical.

8. The University is supportive of the sharing of knowledge and creativity for the betterment of society; thus, the University will consider requests on a case-by-case basis for works (which would typically be University owned IP) to be released, where appropriate, under a Creative Commons licence, Open Access, open source software licence, or other similar terms which seek to expand the research and make creative work freely available for others to build upon and share. Staff or Students who wish to make such a request should submit an [Invention Disclosure Form \("IDF"\)](#) to the [Commercial Development team](#).
9. Subject to the following paragraphs, the provisions of the Copyright, Design and Patents Act 1988 (as amended) and the Patents Act 1977 (as amended) shall apply to any IP, including inventions produced by Staff. Under the Acts, where the originator of a copyright work, patentable invention, or other similar material, is a member of Staff, their employer shall own the IPR from such creation.

IPR Ownership

10. As a general principle, the University claims ownership of IP in works and inventions created by its Staff during the course of their duties of employment, regardless of whether such an output is specifically defined within the staff member's role or job description. However, this is subject to the certain exceptions as set out in this Policy.
11. Subject to Clause 15, Students are not members of Staff, as such they shall own the IP in materials they create.
12. Where any IP created within the University is subject to an agreement with a third party, and as far as this Policy and the agreement hold conflicting terms, this Policy will take precedence over such agreement, save where the third-party agreement expressly provides an alternative IP Clause which is agreed by an Authorised Signatory of the University (as set out under Clause 60), or where such agreement deals with the scholarly works excepted under Clause 19.
13. Ownership of IPR is often determined by many factors such as: the source of funding or resources used on a project; the employment status of the inventors or creators; and the terms of any third-party agreements. While this Policy deals with the majority of activity within the University, other types of ownership may arise on a case-by-case basis. In all instances of doubt, where IP is created or used by Staff or in any instances of ambiguous IP ownership, Staff and Students should contact the [Commercial Development team](#) who will assess IP ownership, capture the IP appropriately, and provide expert advice.

University Staff

14. Except as otherwise specified in Clauses 19 to 26, IP created by Staff during their employment with the University, commissioned by the University, or produced under the

terms of a research grant or contract between the University and an external third party shall belong to the University.

University Students

15. The University acknowledges that Students, as they are not University employees, own the IP they create independently during their degree studies. However, this is subject to the exceptions below, which will typically require assignment of IPR from a Student to the University:
 - (a) Where the Student is a funded (either by the University or by a third-party funder) PhD or MSc Student, the University will typically require assignment of IP from the Student to the University at the outset of the Student's research project.
 - (b) Research projects form a part of many degree programmes at both undergraduate and postgraduate level. Such projects are usually proposed by members of academic Staff and will usually be connected in some way to that academic's, or academic group's, on-going research interests. In such cases, Students may join a team to investigate one aspect of a much larger research programme, thereby drawing on the considerable expertise, reputation and infrastructure of the group. In these circumstances, the University will typically require Students to assign their IP to the University and to complete and sign formal documentation to give effect to such an assignment.
 - (c) The IP developed by the Student may be needed to enable use to be made of the whole IP portfolio developed by a University research team. The University seeks to avoid a position where a gap in its IP portfolio precludes successful collaboration or commercialisation.
 - (d) IP will often be based on advice and ideas contributed by members of academic Staff and may be based on confidential, proprietary, or otherwise valuable information or background IP that already belongs to the University or a sponsor. This is also likely to apply to sandwich courses or other arrangements where Students spend time with the project's sponsor.
 - (e) The research programme may be conducted under terms of agreements with, or research grants from, outside parties, including both commercial and non-commercial funding bodies. These terms may require that IP generated in the research programme be owned by the outside body or the University, or be licensed to the outside body.
 - (f) In developing the IP, the Student has made substantial use of University resources, for example equipment, laboratory time, technician time, or materials.
16. Where a Student is asked to assign IP to the University, under Clause 15, they shall be treated as a member of Staff for the purposes of the revenue distribution procedure as set out in Clauses 41 to 49 and the equity distribution procedure as set out in Clause 50 and 51.

17. Any Student, regardless of whether or not the exceptions under Clause 15 apply to them, may at their option, approach the University through the [Commercial Development team](#) with a new invention on the basis of seeking support for the development and commercialisation of IP created by the Student. Any Student who chooses to do so, should also complete the University's associated [IDF](#). The University may, having assessed the invention, decide to take this into its commercial development portfolio and the Student will be offered the option of assigning ownership and exploitation rights in the IP to the University. In consideration for this assignment, the Student will benefit under the University's revenue distribution procedure as described in Clauses 41 to 49 as if s/he is a member of Staff, and will have the support of the University with regards to commercial development and protection of IP.
18. Where a Student is also an employee of the University, it will be necessary to determine whether a piece of IP is produced as a Student or as an employee as this will determine whether regulations pertaining to Staff or Students apply.

Exceptions, Scholarly Works, and retained Licence

19. Pursuant to normal academic practice the University conditionally waives its rights under the Copyright, Designs and Patents Act 1988 (UK), in respect of the copyright set out at sub-Clauses 19(a) and 19(b) below. This conditional waiver is subject to revocation at the University's reasonable discretion. The waiver is granted to Staff and Students whose IPR vests with the University but is subject to the University continuing to have the rights set out at Clauses 21 to 23 and 25 below. This conditional waiver shall be effective immediately upon the creation of the following works:
 - (a) Copyright in personal lecture materials created by Staff for the purposes of course delivery (this waiver does not extend to copyright of e-learning course materials, distance learning course materials, lecture capture, recordings, and broadcasts); and
 - (b) Copyright in any publication or work produced by a member of Staff as a "Scholarly Work" (as defined in Clause 20 (a), (b), and (c)), where the work has been created during conducting research and where its intent is the furtherance of his/her academic or professional standing, and where the principal intent is to add to the body of knowledge.
20. Scholarly Works shall include copyright in:
 - (a) journal articles, manuscript drafts, tutorial problems, conference papers, conference posters, theses, dissertations; and
 - (b) monographs, textbooks, contributions to textbooks; and
 - (c) literary, musical, dramatic, and artistic works.
21. Whenever practical Staff and Students shall ensure that the University is granted a free, non-exclusive, perpetual, irrevocable right to use, copy, and modify the works defined under sub-Clause 20(a) for teaching, marketing, advertising (including prospectuses),

reporting (including full REF submissions), recruitment, administrative and research purposes. The University shall respect the moral rights of Staff in such material, where asserted. The University shall, where practicable and appropriate, consult with individual members of Staff, past or present, prior to making any modifications to such materials or works.

22. Whenever practical Staff and Students shall ensure that the University is granted a free, non-exclusive, perpetual, irrevocable right to use the works defined under sub-Clauses 19(a) and 20(b) for teaching, administrative and research purposes.
23. Whenever practical Staff and Students shall ensure that the University is granted a free, non-exclusive, perpetual, irrevocable right to use the works defined under sub-Clause 20(c) for administrative and reporting purposes.
24. On a case-by-case basis, and at the University's sole discretion, the University may waive the rights granted under licence in Clauses 21, 22, and 23.
25. Staff shall grant the University a licence under the UK Scholarly Communications licence ("UKSCL"), subject to adoption by the University of the UKSCL model, to works under 19(a) and 19(b) above. In the interest of clarity, this means that Staff shall grant the University a non-exclusive licence to make manuscripts of scholarly articles publicly available upon their publication under the terms of a Creative Commons Attribution (CC BY NC) licence (<https://creativecommons.org/licenses/by-nc/4.0/legalcode>). This shall enable the University to fulfil and manage its Open Access obligations in works created by Staff. Staff shall always be appropriately attributed as the author of the Scholarly Work. At the publisher's request, a maximum 24-month embargo on individual manuscripts may be granted by the University, which will not unreasonably be withheld should reasonable justification be presented by the publisher to the University. Further information on Open Access can be found by contacting the [Information Services Directorate, Open Access Team](#), who can advise on specific case by case options of Open Access routes.
26. Where the University retains licences under Clauses 21, 22, 23 and 25, these do not seek to imply any grant of rights to the University by co-authors of the copyright material set out under sub-Clauses 20(a), 20(b) and 20(c) which are not Staff or Students of the University. Where co-authors hold rights to such material, either directly or through their employer, the University shall negotiate any permissions as may be required on a case-by-case basis to perfect its rights under such licences.

Publications

27. The University encourages academic publication and dissemination of IP as being fundamental to the open exchange of research and educational material. Staff and Students should be familiar with and ensure compliance with the [University Open Access Policy](#). Further resource is available via the [University Guidelines on Authorship and Publication](#).
28. The University recognises the potential conflict between securing IPR and academic publication. Staff and Students should minimise the risk of any such conflict by early consultation with the [Commercial Development team](#). Particular care should be taken in

the following circumstances and advice should be sought as early as possible:

- (a) With respect to IPRs, that require registration (for example, a patent or a registered design), publication, through any media (verbal presentation, seminars (internal or external), abstract, thesis, advertisements, books or social media post, whether written or electronic), of information on research outputs that may invalidate IP and result in the loss of the opportunity for protection. If the work to be published describes IP of potential commercial value and in which the University has an interest, members of Staff must first consult with the [Commercial Development team](#). In general this will require the submission of an [IDF](#). Publication may be delayed for a reasonable period until the IP has been protected or a decision has been made not to protect it. The [Commercial Development team](#) shall endeavour to make a decision as to the protection of IP within 3 months of submission of an [IDF](#), subject to clear and sufficient detail on the invention being provided. See Clauses 29 to 33.
- (b) Publication of IP generated during externally-funded research projects may be subject to the terms of agreements between the University and funding bodies or collaborators. Members of Staff wishing to publish such IP should first establish whether any restrictions apply, for example, on the publication of specific data or know-how.
- (c) Research projects which involve external/ industry partners or companies often require Material Transfer Agreements (MTAs) or other collaboration agreements to be put in place. Such agreements, particularly if drafted by an industry partner, may contain Clauses relating to ownership and management of IP developed during the project, or existing IP that the project may rely on. Academic and research Staff should exercise caution in giving any informal assurances to external partners around rights to IP, use of data and/or publication rights, access to University records, etc. Staff are advised to examine contracts carefully, and seek advice from the IP Manager or [Commercial Development team](#) if they have concerns or do not fully understand any conditions attached. Staff should be aware that submitting contracts with a request for signature without full review of the contents therein could impede their freedom to publish and disseminate project results. In addition, inequitable IP terms may negatively impact the University's ability to meet its obligations under Clause 7 above.
- (d) Where the University has waived its right to the ownership of the IP in accordance with Clause 19 above, Staff may enter into agreements with third parties for the scholarly dissemination of those materials or works, subject to the claims made by the University under Clauses 21, 22, 23, and 25.
- (e) Where software has been developed which falls under University ownership and dissemination of such software is being considered on an open source model, either coupled to a research publication or as a sole endeavour, the [Commercial Development team](#) shall consider all such requests after receiving a fully executed [IDF](#) in line with Clauses 29 to 31 below. Consideration shall be given to whether it is in the interest of the University and of all the inventors to release the software, and under which open source

licence it may be released. In circumstances where the release of software as open source is deemed to be beneficial to the University, its Staff, society and the IPR inventors, a release under an appropriate licensing model shall be considered.

Obligations of Disclosure

29. Staff and Students are encouraged to submit an [IDF](#) with details regarding any interesting, useful or novel method, process, technique, formula, device, design, idea, research tool, software or apparatus that they create arising from their work at the University. The [Commercial Development team](#) will review the submission, and where applicable help the Staff member to protect, develop, commercialise, and/or disseminate their invention and/or other IP.
30. Where Staff intend to publish research results which are new and potentially exploitable, they should ensure that an [IDF](#) is submitted to the University ahead of the publication.
31. Staff should maintain a laboratory note book whilst undertaking research that has the potential to be exploitable, and should ensure that it is regularly signed and dated by a senior colleague such as their Head of School, Principal Investigator, supervisor or similar. The information relating to the IP should be kept confidential until the information has been evaluated, and where a decision is made to apply for legal protection (e.g. a patent application), this has been secured.
32. Where it is decided that the University will apply for legal protection for IP, it is expected that Staff or Students involved in creating or inventing the IP will provide all reasonable assistance in the process, for example, by providing information promptly upon request, attending meetings, advising on further developments and maintaining confidentiality as required.

Commercialisation of University IP

33. The University is committed to exploiting IP which it owns or controls in a way that optimises the benefits for itself and the members of Staff or Students that contributed to its invention, as well as for wider social benefit. In the interest of equity and fairness, where IP is successfully commercialised, the University will share the net financial benefits with the Staff or Students concerned on an equal basis as set out under Clauses 41 to 49. The Research & Enterprise Directorate manages the exploitation of University IP and should be consulted by Staff in the first instance. The [Commercial Development team](#), in the Research & Enterprise Directorate, will evaluate the commercialisation potential of IP and determine whether the University wishes to exploit it. IP may be exploited in a number of ways, for example, through licensing of the IP to an existing company or the formation of a new spin-out company. The University may at any time assign the rights in its IP to third parties, for example, research funders, subsidiary companies, licensees, or spin-out companies.
34. The University may be required to share revenues received after commercialisation with the research partners or funders ("Funders") or such research programmes that contributed to the IP. On these occasions, the Funders revenue share will be deducted from the gross revenue received by the University, net of any commercialisation costs,

prior to sharing with University Staff or Students.

35. If the University does not wish to take an active part in exploitation of IP, and subject to any obligations to third parties, the University may optionally assign its rights to the member(s) of Staff or Students (and any others directly involved in creating the IP) to secure exploitation by whatever means they consider appropriate, subject to a royalty provision to the University.
36. Staff are free to commercially exploit (i.e. use for financial gain or for trading purposes) any IP created under Clause 19; however, so far as is reasonably practicable, they are required to ensure that the University's rights under this Policy and access rights under Clauses 21, 22, 23 and 25 are not diminished.
37. Where members of Staff engage in private consultancy with third parties, express permission is required to use of University copyright and trademark materials, such as the logo and letterhead. Further, any use of the University's name in writing in connection with the private consultancy activities of a member of Staff is subject to approval by the University and in accordance with the terms of the [University Consultancy Scheme](#).
38. Staff or Students are not permitted to access or use University IP on which they may be a named creator or inventor, for example patents, for private consultancy purposes without the prior written consent of the University.
39. Staff engaged in the University Consultancy Scheme should consult with the [Research and Enterprise Directorate Consultancy Team](#), to establish how they may use the University's copyright and trademark materials.
40. Staff or Students are not permitted to assign or licence to third parties rights in University IP. Staff and Students are obliged to maintain strict confidentiality with respect to University IP and are required to ensure that non-disclosure agreements are in place before discussing matters relating to University IP with third parties.

Revenue Distribution

41. Staff shall be entitled to retain in full any private financial benefit generated from the academic publication of Scholarly Work.
42. Any member of Staff or Student who is responsible for generating IP that subsequently delivers a financial benefit to the University because of commercialisation of that IP, via licence fees or royalty income or otherwise, shall be entitled to a share of the net income received as follows:
 - 50% to the Staff or Students who contributed to the IPR;
 - 50% to the University (the University share shall typically be distributed on a 50:50 basis between the Faculty(ies) of the Principal Investigator and the University).
43. Where there are multiple Staff or Students associated with creating a piece of IP which has generated the return distributed under Clause 42 above, the 50% share shall be split

amongst all the contributors on a percentage basis relative to their inventive input, and as set out in the [IDF](#) related to the IP.

44. Where the Staff or Students which have contributed to the IP cannot come to an agreement on the defined contribution percentage in the [IDF](#), or where they have declined to complete that section, the University, through the Director of Innovation, shall be the final arbiter.
45. Where income is to be shared under Clause 43, it shall be assessed on the net revenue; net of any amounts due to funders, 3rd party licensors, and costs incurred in seeking IP protection and exploitation, including but not limited to, securing legal protection, third party IPR costs, IPR enforcement costs, costs related to the commercial exploitation of the IP and financial commitments to investors.
46. If two or more pieces of IP are combined in a single project or venture, the Staff and Student(s) revenue share will be calculated as an aggregate of the percentage contributions across each related [IDF](#). Where IDFs relate to IP which may be weighted unequally relative to the overall value in the project, the University, through the Intellectual Property Manager, may assess this and determine a final weighting as to the relative value of each individual [IDF](#) or piece of IP.
47. Where IPR is created jointly by a member of Staff and a Student or third party who may have rights of ownership in the IP, a written agreement between all parties is required before the start of the commercialisation process to address ownership rights and revenue-sharing from any commercial exploitation of the IP. If no agreement is in place then ownership and revenue sharing between the interested parties shall be determined by the University.
48. Where a Student or third party contributes to an invention or other IP, the University may require negotiation of a Joint Ownership Management Agreement of IP or the assignment of IPR from this individual to the University, in advance of commencing commercialisation.
49. Under any such assignment, the Student or third party will be treated as Staff for the purposes of revenue distribution.

Equity Distribution

50. Shareholdings between the University and members of Staff or Students in University spin-out companies will be agreed per the Equity Allocation Model (see [Inventors Guide](#) s8 pg25). The [IDF](#) will typically form a basis for the initial shareholding structure which will be diluted depending on the business development, management and proposed future activities of the Staff member or Student in relation to the company.
51. Staff or Students who have contributed to IP that is the subject of a royalty-bearing licence to a spin-out company shall be rewarded in line with Clause 43 regarding any licence fees or royalties received by the University, subject to Clause 52 below.
52. Staff or Students who have received a shareholding in a spin-out company at its initial incorporation or by virtue of any equity option pool subsequently set up, shall not,

additionally, be eligible to receive a portion of income received by the University after any income from the sale of shares owned by the University in joint ventures or spin-out companies.

Third Parties

53. Third parties and external collaborators (for example, individuals who are not Staff or Students may be involved in the creation of IP in conjunction with or on behalf of the University. They may include visiting academics, associate academics, Professors Emeritus, consultants, and contractors.
54. IP produced by third parties will not belong to the University, unless a written agreement transferring the ownership is signed by authorised signatories from both the University and the third party.
55. Where visiting/associate academics or Professors Emeritus are appointed by the University and may create potentially exploitable IP with University Staff, an agreement should be entered governing ownership of IP arising during their appointment to the University. As far as the visiting academic assigns their rights in IP to the University, the University will undertake to treat the appointees as if they are Staff for the purposes of the IP exploitation and revenue distribution.
56. The University seeks to own results and any IP created in the course a project and/or contract awarded under the [QUB Standard Conditions of Contract](#), subject to any specific agreement to the contrary. Contracts with outside contractors and consultants should explicitly state that the copyright and other IP in any work they produce will belong to the University (where this cannot be agreed with the contractor, contracts should say, as a minimum, that the contractor grants the University an irrevocable, non-exclusive, perpetual licence to use such works).

Joint Appointments and Fractional Staff

57. The University shall seek to own, jointly with any other relevant employer, any IP created or invented by Staff who are considered joint appointments, fractional, or clinical academic staff. Joint ownership rights shall be agreed in accordance with the contribution attributed to the Staff member's time, as employed by the University. Negotiation shall ensue between the University and the other employer on a fair and reasonable basis and subject to the contribution of each employer.
58. Where a Staff member holds an honorary position with another institution (the "Institution") a collaboration agreement should be agreed between the University and the Institution at the outset of either the honorary position or the staff member's commencement of employment by the University (whichever is earlier) which sets out terms related to IP ownership and access rights.

Dispute Resolution

59. If a dispute arises in concerning the provisions of this Policy, this should be raised initially with the [Director of Innovation in the Research and Enterprise Directorate](#) and the parties concerned shall themselves seek to resolve the issues in the first instance. All internal

procedures should be exhausted before resorting to external resolution processes. Should no acceptable outcome be reached, the dispute may be referred to an independent expert who shall be appointed by the Director of Research and Enterprise in consultation with the Staff or Students in dispute. The independent expert shall make a determination that is final and binding on the University and the creators/inventors in dispute and which shall include the apportionment of the cost and the expenses payable by each of them.

Authorised Signatories

60. Authorised signatories for University contracts which include IP provisions are the Vice-Chancellor of the University, the Pro-Vice-Chancellor for Research, Enterprise and Postgraduate Affairs, the Registrar of the University, the Director of Finance, the Director of Research & Enterprise, the Director of Innovation, and those Staff subject to the delegated authority of the foregoing. Staff, save for those abovementioned, and Students are not authorised signatories for any University IP agreement or arrangement with a third party, whether verbal, written or otherwise. To ensure that all IP-related agreements and arrangements are legally valid, permission must be expressly granted by one of the above mentioned authorised signatories. In all other circumstances, any agreement or arrangement pertaining to the use of or transfer of rights of IP shall be legally non-binding on the University.

Variance

61. In exceptional circumstances, the provisions of this Policy may be varied by written agreement between a member of Staff or Student and the University.

Further Queries

62. For further details on the University commercialisation process please consult the QUB Inventors' Guide (<https://www.qub.ac.uk/Research/Support-for-researchers/IP-and-innovation/Inventors-guide/>)
63. For further queries regarding the IP Policy or related to specific cases please contact the [Commercial Development Team](#).