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QMUL Policy on Intellectual Property: Summary Statement

1 Introduction

- 1.1 Queen Mary University of London (QMUL) affirms the inherent value to its mission of research and its applications, and their core role in our primary commitment to the public good.
- 1.2 QMUL will foster the free and open creation and dissemination of Intellectual Property or Know-how (IP) and its best use; this will include a clear framework providing for the allocation of time and resources to the authors or creators of IP, and generous terms for the allocation of the financial benefits of the commercialisation of that IP to those authors or creators.
- 1.3 This policy is based upon the following principles:
 - i. That IP produced at QMUL should be used in the public interest in general, whilst recognising that it may be appropriate for QMUL and/or inventors or authors to gain financial benefit from its commercialisation, with those benefits being defined so as to encourage those inventors or authors to commercialise that IP;
 - ii. That it is required to protect the traditional rights of scholars concerning their work, and to encourage the free and open creation and dissemination of works produced by researchers and scholars;
 - iii. That any significant financial or other resource support by QMUL for the development of any IP should be identified, and that recognition should be made of QMUL's responsibility as a charity and recipient of government and charity funding to realise appropriately and proportionally any gains from that development, for the benefit of its future staff and students; in making use of significant QMUL resources for the development of any IP, a QMUL employee is accepting the terms of this policy;
 - iv. That the work done by academic staff in the creation and/or commercialisation of IP covered by this policy should be recognized in staff appraisals and assessments of workload and promotion.
- 1.4 The full QMUL Policy on Intellectual Property comprises this summary document as an overarching guide, together with any approved subsidiary documents covering particular areas in more detail.

2 Inventions

- 2.1 "Inventions" are any research outputs that can be reasonably identified as having commercial potential including patentable or potentially patentable discoveries or ideas and any associated technology required for their development or application.

- 2.2 All rights in Inventions created by a QMUL employee in the course of their employment, or otherwise but with significant use of QMUL resources, will generally belong to QMUL.
- 2.3 If an employee or employees of QMUL create an Invention outside the course of their normal employment duties, without significant use of QMUL resources, then that Invention will belong to the employee or employees, jointly if not otherwise agreed.
- 2.4 Ownership of Inventions created by an employee or employees of QMUL with an external body will be determined by a QMUL-approved agreement; where this has not been defined in advance, ownership will in the first instance belong to QMUL.

3 Academic works

- 3.1 “Academic Works” are those writings, research outputs other than Inventions, and other productions (for example video or audio recordings) that are aimed at communicating the progress or results of research or scholarship. The IP rights to the Academic Works created by individuals whilst QMUL employees, and the rights to any revenues derived from these, remain with their authors, however QMUL has a licence to use those works and a right to sub-licence their use, in order to advance its higher educational mission (“Academic Purposes”). This is a condition of QMUL waiving its rights of ownership of the relevant IP.
- 3.2 Where QMUL involvement in the creation of an Academic Work consists of significant investment of additional funding or resources not in the normal course of employment, then ownership and rights to any share of royalties or income shall be fairly apportioned between QMUL and the author/s.
- 3.3 Where Academic Works are created subject to an agreement between QMUL and a third party then any copyright issues will be handled according to the terms of such an agreement.

4 Teaching and administrative materials

- 4.1 “Teaching Materials” and “Administrative Materials” are any materials produced by QMUL employees in the course of teaching and administrative work, respectively, undertaken in the course of their employment.
- 4.2 QMUL agrees and acknowledges that all performers’ rights in any Teaching Materials, including any video or other recording of a QMUL employees’ lectures or presentations, or similar works which are performances in IP terms, are owned by the employee. Each employee grants QMUL rights to use such materials, and their recordings, for Academic Purposes.
- 4.3 QMUL owns the IP rights to Teaching Materials and Administrative Materials, whilst granting use of those materials by their creator for any purposes consonant with their QMUL employment.
- 4.4 With regard to Teaching Materials produced whilst they were in QMUL employment, QMUL grants any former employee the personal licence to unrestricted non-commercial use of that material elsewhere. This includes use of that material as the basis for creating new teaching materials for another academic institution.

- 4.5 If QMUL decides to commercialise Teaching Materials outside its Academic Purposes, then those QMUL employees involved in their creation will have a fair and reasonable share of the proceeds of commercialisation.
- 4.6 A current or former QMUL employee may object to the use by QMUL of Teaching or Administrative Materials in cases where they are identifiable as a creator, if the use of that material is felt to be to their detriment or misrepresents the creator. The QMUL IP Committee will rule on such objections.
- 4.7 If a current or future employee wishes to commercialise Teaching Materials, the agreement of QMUL is required, but will not unreasonably be refused. The terms of such agreement, which might include a share by QMUL in the proceeds of commercialisation, should be negotiated with Queen Mary Innovation (QMI).

5 Performances

- 5.1 IP ownership of recordings of creative performances, such as dramatic or musical performances, remains with the performer/s. For performances created by QMUL employees in the course of their employment, QMUL has automatic permission to use those works for Academic Purposes. For joint performances involving third parties, IP ownership will be according to prior agreements among those parties.

6 Software and Databases

- 6.1 QMUL recognises the value of open source software and open data, and the related licensing arrangements, for promoting knowledge creation and dissemination.
- 6.2 Software or databases that are created as part of the process of communicating the progress or results of research or scholarship, and that do not have reasonably foreseeable commercial potential, are to be treated as Academic Works under this policy.
- 6.3 Any software or databases created by QMUL employees in the course of their employment that may reasonably be foreseen at any given time to have commercial potential shall be treated as Inventions from that point under this policy. Any cases of doubt should be referred to the QMUL IP Committee for a ruling.

7 Student creations

- 7.1 The IP rights to works created by QMUL students, including Inventions, are in general owned by the creator/s, with QMUL having permission to use them for Academic Purposes. If student works are created in connection with an agreement with an external body IP ownership will be determined by that agreement. If the works are created whilst the student is in employment using QMUL funds, or whilst using significant QMUL resources, then QMUL owns the IP rights. This includes cases where the student work is largely designed and led by a QMUL academic or academics, which could include research or other project work.
- 7.2 Notwithstanding the above, QMUL may from time to time provide financial and other resources through entrepreneurship schemes, competitions and initiatives with which its students can engage. QMUL may, at its discretion, choose to agree joint ownership or to waive its claim to any IP generated through such activities in favour of the students. Any such agreements will be set out in the relevant terms of the internal scheme, competition or initiative.

8 Other staff and associates

- 8.1 The rights to all IP created by non-academic staff (staff without teaching or research as a major component of their contract), in the course of their employment or with significant use of QMUL resources, are owned by QMUL.
- 8.2 Unless agreed otherwise in any contract between QMUL and a third party, Academic Works and Inventions arising from the non-clinical work of clinical academics on QMUL contracts shall be treated in the same way as those arising from the work of academic staff. Those arising from the clinical work shall be treated under the terms of the contractual agreement with the appropriate health authorities; where these are not described the QMUL policies shall apply.
- 8.3 Academics or researchers who are affiliated with but not employed by QMUL ("Associates") are generally required to transfer to QMUL any IP they create using QMUL resources in the course of their affiliation. Such Associates will be treated as if they were QMUL employees for the purposes of sharing revenue.

9 Disclosure

- 9.1 QMUL employees are required to disclose in a timely fashion all Inventions or other works of foreseeable commercial value that have been created in the course of their normal duties of employment with QMUL, or during joint work with an external body, or where significant use of QMUL resources has been made. Student Inventions where the IP is owned by QMUL under Section 7 should also be disclosed. All such disclosures should be made to QMI.
- 9.2 Information relating to Inventions or other works that could reasonably be foreseen to have commercialisation opportunities should be treated by QMUL staff and students sensitively and disclosed only to relevant QMUL employees prior to protection by a suitable agreement.
- 9.3 Each School or Institute of QMUL should have a policy for encouraging innovation and achieving impact for its research and scholarship; this policy should cover the operation of a system that identifies any non-commercial use for the purposes of impact, and discloses to QMI any works by members of their staff or (where relevant under Section 7) student body that have the potential for commercial use.

10 Commercialisation

- 10.1 QMUL's policies on the commercialisation of Inventions created by Inventors also apply in general to other works with commercial value created by authors, subject to any specific statements made within the IP Policy.
- 10.2 QMI, acting on behalf of QMUL, is responsible for the identification, evaluation, protection and commercialisation of Inventions owned by QMUL. Whilst this may not necessarily involve purely maximising financial return in general, QMI will work with the Inventors to identify appropriate third parties to commercialise the Inventions or works under the best terms.
- 10.3 QMI will agree with the Inventor(s) a strategy for the development, protection and commercialisation of an Invention. This will include an agreement with the Inventor's line managers covering the appropriate recognition of, and allowance for the time and other resources required for such activities.

- 10.4 Neither QMUL nor QMI will promote or commercialise any Invention that would clearly conflict with any ethical policies agreed by QMUL, nor with the ethical principles of the Inventor/s.
- 10.5 QMUL recognises that commercialisation of IP may not always be appropriate and that on occasion it is in the best interests of knowledge transfer or exchange to place IP in the public domain.
- 10.6 If QMI decides not, or is unable, to commercialise the Invention within a reasonable timeframe then the Inventor(s) may ask for it to be assigned to them. Such assignment will include a licence back for use by QMUL.
- 10.7 QMUL shall be solely entitled to use its name, trademark, service mark, corporate name, domain name or any other mark in respect of commercialization of any product or service.

11 Benefits

QMUL owns the revenues received from Commercialisation of its Inventions or other works, however in the spirit of the principles in Section 1, the following sharing arrangements shall apply. Where more than one author or inventor has played a significant role in the creation of an Invention and there is no prior agreement amongst them on the sharing of benefits then the Inventor benefits shall be shared equally between the Inventors. The sharing of Net Revenue from any works not covered by sections A and B below shall be consistent with the arrangements described, and in line with the principle that the inventors or authors will have a fair and reasonable share of the proceeds of commercialisation.

A. Sharing of Revenue from Licence/Sale of Inventions

- 11.1 The income to be shared between QMUL and the Inventor(s) is defined as the cumulative Net Revenue from the licensing of Inventions, or from the total amount of the sale, to a third party. The following shall be deducted in calculating the Net Revenue: VAT, any patent protection or legal costs, any revenue sharing costs, employer tax liabilities, and any other expenses directly related to obtaining or commercialising the Invention (excluding QMI staff resource costs or any QMUL funds contributed to develop the Invention).
- 11.2 In the following, “Significant Internal Funds” means a total sum in the region of £50,000 from QMUL funding streams and/or patent and other legal expenditure, and “Significant QMI Resources” means an agreement reached with QMI on the strategy, means and likely timescales for commercialisation, and the reasonable efforts, normally within a one to two year period, by QMI to deliver on this including, but not limited to, seeking translational development funding, leading on new spinout investment, or marketing and negotiating licenses with third parties.
- 11.3 Where an Inventor or Inventors makes no use of Significant Internal Funds or Significant QMI Resources then they will have 90% of Net Revenue. Where use is made of either Significant Internal Funds or of Significant QMI Resources, then the Inventor/s will have 70% of Net Revenue. Where both such Funds and Resources are used then the Inventor/s will have 50%. The percentages or amounts under conditions where significantly greater or subsequent funds or resources are to be utilised will be determined by prior agreement between QMI and the Inventor/s.
- 11.4 The QMUL share of Net Revenue will be apportioned between QMUL and the Resource Centre. The latter will be held at Faculty level and normally allocated to the

School or Institute of the inventor(s), with a significant proportion of that allocation going to the research area of the inventor(s). Where the QMUL share of the Net Revenue upon sale, or cumulative license income, is less than £1,000,000, then the Resource Centre will be allocated all of the QMUL share. The distribution of any QMUL share that is in excess of these amounts will be decided by the QMUL Senior Executive.

B. Sharing of revenue arising from the formation of a new spinout company

- 11.5 Where any Invention is commercialised through the creation of a new spinout company, the academic founder benefits will be represented by shares in the spinout company.
- 11.6 For clarification QMUL benefits are those realised from the sale of shares in the new spinout that were granted to QMUL (not including the shares provided to the academic Founders).
- 11.7 Where an Inventor or Inventors makes no use of Significant Internal Funds or Significant QMI Resources then they will have 90% of the QMUL shares. Where use is made of either then the Inventor/s will have 70% of the QMUL shares. Where both such Funds and Resources are used then the Inventor/s will have 50%. Percentages or amounts under conditions where significantly greater or subsequent internal funds or resources are to be utilised will be determined by prior agreement between QMI and the Inventor/s.
- 11.8 The QMUL share of any proceeds from the sale of the QMUL shares will be apportioned between QMUL and the Resource Centre (as defined in 11.4). Where the realised value of the QMUL shares is less than £1,000,000, then the Resource Centre will be allocated all of the amount. The distribution of the realised value of QMUL shares that is in excess of this amount will be decided by the QMUL Senior Executive.

12 QMUL IP Committee

- 12.1 QMUL Senate will approve a QMUL IP Committee, which will have responsibility for the interpretation of this Policy and any subsidiary policies, and ruling on any questions or disputes arising in relation to it. Senate will also approve a process for appealing against decisions of the IP Committee.
- 12.2 The QMUL IP Committee may review the policy from time to time and make recommendations for changes. No such revision which materially changes the QMUL IP policy will apply retrospectively from the date of its adoption. The Committee may issue guidance on the meaning and interpretation of the policy.

Authorisation

This policy was approved by the Queen Mary Senate on 9 October 2014.

Contact for questions about this policy

Please contact Queen Mary Innovation (QMI) at <http://www.qminnovation.co.uk/index.html>