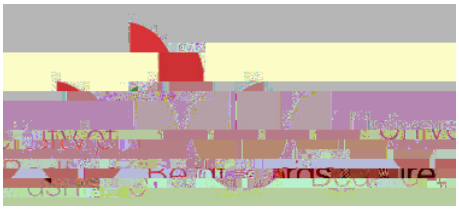

INTELLECTUAL PROPERT Y POLICY

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Polic y control

Approved by	VCEG	
Contact/s	Director, 5 H V H D U F K , Q Q R Y D W L R Q	
History/Revision dates	06.06.16	
Audience	Internal (Intranet only)	X
	External (Internet)	X

1. Purpose

This Policy is about Intellectual Property ("IP") as generated every day by staff and students and the use of third party IP at the University of Bedfordshire

"Intellectual Property" means a host of legal rights such as patents for inventions and trademarks, domain names and registered designs as well as design rights, copyright and moral rights, database rights, unregistered trademarks, know-how and confidential information. Most are explained in more detail in Appendix 1.

This policy will apply to all IP generated after the date it comes into force. This policy shall also apply to all IP created before that date, which is disclosed by members of staff or students to the 5 H V H D U F K , Q Q R Y D W L R Q Service. The University of Bedfordshire has always considered its as already "owned" IP generated by its employees as is standard practice at most UK Higher Education institutions and throughout the Public and Private sector.

1 The 5 H V H D U F K , Q Q R Y D W L R Q Service is responsible for the communication and administration the IP Policy. Overall responsibility for the University's IP vests in the Vice Chancellor and/or their designated agent.

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2 IP RIGHT OWNERSHIP

2.1

have reason to believe, that there is a realistic opportunity for commercial exploitation. The 5 H V H D U F K , Q Q R Y D W L R Q Service will discuss the commercial exploitation options and the completion of the Innovation Disclosure Form as relevant.

If any University employee wishes to involve any Associate or external third party in any University project likely to create Intellectual property of a commercial nature, the employee in question is required to inform the 5 H V H D U F K , Q Q R Y D W L R Q Service prior to involving such Associate or third party, so that the University can consider what contractual arrangements need to be put in place to protect the University of Bedfordshire's position in respect of any IPR generated by the project. For clarity, advice can be sought from the 5 H V H D U F K , Q Q R Y D W L R Q Service in this matter.

Associates

Subject to any written agreement to the contrary, Associates will typically be required to assign to the University of Bedfordshire any IPR they generate in the course of any activities car (an)Tj 191 9.96 ig cg<5che e

Postgraduate students financed by University of Bedfordshire research grants shall be required to assign IP they create to the University in return for exploitation rewards as if they were a member of staff, provided this does not contravene the conditions of grant and other agreements with grant awarding bodies.

Postgraduate students financed by educational bodies and charitable bodies and trusts, which do not claim ownership of IP, may voluntarily enter into a contract with the University of Bedfordshire at its discretion, which will include IP ownership and exploitation rewards. In such cases, the University of Bedfordshire will give consideration to the cost of IP protection, in the case of a patent, on behalf of the student in exchange for a share in revenues payable by a third party for IP exploitation provided this does not contravene their conditions of grant and other agreements with grant awarding bodies.

Where postgraduate students are involved in externally funded research and/or on other joint projects that utilise or develop IP with individuals that are subject to different terms of IP ownership (such as IP developed by or in conjunction with University staff), it may be appropriate that the IP created should belong to the University of Bedfordshire. Therefore, the University of Bedfordshire will make appropriate arrangements for ownership of IP with its students. Advice on each individual case can be sought from the 5 H V H D U F K , Q Q R Y D W L R Q Service.

2.5 IP that The University of Bedfordshire asserts ownership rights over

IPR will arise in many forms of work in which the University of Bedfordshire is engaged. While it is most likely to result from research, knowledge transfer projects and consultancy, it may also arise in relation to teaching materials and other areas of research and enterprise. The following is an indicative list of activities and outputs where the University claims ownership:

- Inventions
- Patents or potentially patentable innovations
- Discoveries
- Design rights
- Registerable Designs
- Copyright in software programmes
- Know-how of a commercially valuable nature
- Databases and the data contained therein
- Software and associated algorithms
- Internet Domain Registrations
-

Teaching materials that are the copyright of the University of Bedfordshire can only be used for non-commercial purposes

2.7

belongs to the University. The University of Bedfordshire will usually agree to the assignment of copyright to the publisher in printed materials intended for publication in academic journals or books unless a) it relates to materials specifically produced as distance learning materials or b) where publication could result in certain rights of the University of Bedfordshire being adversely affected, for example, inability to apply for a patent protection. In the latter case consent will be given once the adverse effect no longer exists. Other cases will be considered on a case by case basis.

2.9 Moral r ights

Moral rights protect such things as derogatory treatment or false attribution. The University of Bedfordshire considers that moral rights of individual members of staff and students stand

correct confidentiality requirements should external confidential disclosure be required. Staff and students are only authorised to enter into confidentiality agreements with third parties on behalf of the University of Bedfordshire using the University's standard Two Way Non-Disclosure Agreements and having notified the 5 H V H D U F K , Q Q R Y D W L R Q Service. Any variations to the University of Bedfordshire's standard Confidentiality and Non-Disclosure Agreements or third party originated confidentiality/non-disclosure agreements must be agreed by the 5 H V H D U F K , Q Q R Y D W L R Q Service before signing. An original signed document must be sent to the 5 H V H D U F K D W Q R Y Service for filing. All documents will be available on the 5 H V H D U F K , Q Q R Y D W L R Q Service's website.

4 PROTECTION OF IP

Staff and students should ensure that all IP properly documented in a form that would enable the date of creati wt se0 0.01 TwC2_2 9.96 Tf 0.0na0.01 16.0729127.831ham.01 Tw [(and s)-0.01 16.0729131.183l1nd sa fTw

All contracts with external bodies need to be signed by an authorised signatory. The 5 H V H D U F K , Q Q R Y D W L R Q Service can advise on this matter.

Any other individuals

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