



**Senate**

<b>Paper Title</b>	<b>Intellectual Property Policy</b>
<b>Outcome requested</b>	Senate is asked to consider for <b>approval</b> a revised Intellectual Property Policy
<b>Points for Senate members to note and further information</b>	<ul style="list-style-type: none"><li>• Senate received an update on the progress of the revisions to the Intellectual Property Policy (IP Policy) at its meeting in June 2024.</li><li>• The current IP Policy is ten years old and requires updating in line with current practice, to meet government and UKRI requirements, and to ensure that it is defensible in the light of recent case law.</li><li>• The revised IP Policy has been informed by external legal review.</li></ul>
<b>Questions for Senate to consider</b>	Is Senate content to approve the revised IP Policy?
<b>Regulatory/statutory reference points</b>	<p>The IP Policy, together with the <a href="#">Commercialisation and Benefit Sharing Policy</a>, support the innovation strand of Strategy 2030.</p> <p>The Policy meets external statutory requirements developed in the recent government spinout review and enshrined in new reporting obligations to Research England. It is consistent with the University Spin-out Investment Term (USIT) guide.</p>
<b>Strategy and risk</b>	<p>Strategy 2030: Research and Innovation Increased research volume Maintain /increase research quality</p> <p>Risk: compliance with UKRI requirements</p>
<b>Reporting/consideration route for the paper</b>	Senior Executive Team Research and Innovation Board Policy Scrutiny Group Senate
<b>Authors</b>	Directorate of Governance and Legal Services Queen Mary Innovation
<b>Sponsor</b>	Jonathan Morgan, Chief Governance Officer and University Secretary

# Queen Mary University of London

## Policy on Intellectual Property

### 1. Introduction and values

- 1.1. Our mission is to create a truly inclusive environment, building on our cherished cultural diversity, where students and staff flourish, reach their full potential and are proud to be part of Queen Mary University of London (“**Queen Mary**”). Dedicated to the public good, we will generate new knowledge, challenge existing knowledge, and engage locally, nationally and internationally to create a better world.
- 1.2. In the context of that Mission, the University recognises the potential and importance of Intellectual Property and know-how (**IP**) generated through our education and research, and has therefore established this policy to ensure that IP rights are protected and we maximise the use of IP in support of our strategy.
- 1.3. Queen Mary is committed to supporting the creation, identification, protection, dissemination and appropriate exploitation of IP.

### 2. Purpose

- 2.1. This policy provides a clear framework for Employees, Students, and Associates in relation to intellectual property rights and the ownership and management of IP within Queen Mary. This policy should be read in conjunction with Queen Mary’s Commercialisation and Benefit Sharing Policy found on Queen Mary’s Policy Zone website.

### 3. Legislative context

- 3.1. This policy deals with IP management within Queen Mary, and so is impacted by the Copyright, Designs and Patents Act 1988, and the Patents Act 1977.

### 4. Scope

- 4.1. All Employees, Students, Associates and others involved in the creation of IP at Queen Mary are bound by the terms of this policy.
- 4.2. The aspects of the policy which specifically apply to Employees are set out in section 6. The aspects which specifically apply to Students are set out in section 7. The aspects which specifically apply to Associates are set out in section 8. Where a Student is also an Employee, the policy applicable to Employees applies

to IP generated by that individual in the exercise of their employment duties.

## **5. Principles**

- 5.1. This policy is based upon the following principles:
  - 5.1.1. That IP produced at Queen Mary should be used for societal benefit in general, whilst recognising that it is appropriate for Queen Mary and/or the creators to share in the financial benefits from its translation.
  - 5.1.2. That there should be a balance of the following interests: effective management and commercialisation of institution IP; ensuring the legal protection of the University's IP; and not interfering with the traditions of education, scholarship and academic freedom and open and timely publications.
  - 5.1.3. That the work done by Employees in the creation of IP covered by this policy should be recognised in staff appraisals and assessments of workload and promotion.

## **6. Employees**

Section 6 applies to all Queen Mary Employees.

### **6.1. IP Ownership**

- 6.1.1. All rights in IP created by an Employee in the course of their employment will belong to Queen Mary in accordance with UK law, including the Copyright, Designs and Patents Act 1988, and the Patents Act 1977.
- 6.1.2. IP created by an Employee outside the course of their employment will belong to the Employee, except that, to the extent permissible by law, Queen Mary shall own IP created by an Employee outside the course of their employment where substantial or significant Queen Mary resources, facilities and/or support has contributed to the development of such IP.
- 6.1.3. Where such rights do not vest in Queen Mary automatically, Employees shall assign such IP rights to Queen Mary upon request.
- 6.1.4. Ownership of IP created by an Employee with the support of an external body will be determined by a Queen Mary-approved agreement; where this has not been defined in advance, ownership will in the first instance belong to Queen Mary.

### **6.2. Scholarly Materials**

- 6.2.1. Save as set out in section 6.2.6, Queen Mary agrees that the IP rights in Scholarly Materials created by individuals whilst Employees, and the rights to any revenues derived from these, shall be owned by their authors. However, Queen Mary retains the right to use those works and to sub-license their use. Therefore, as a condition of and in consideration of Queen Mary waiving its rights of ownership to IP in Scholarly Materials, with effect from the date of creation the author grants to Queen Mary a perpetual, irrevocable, non-exclusive, royalty-free, worldwide licence, with a right to sub-license, to use, copy, modify and make available the Scholarly Materials for academic, research, teaching, marketing and/or administrative purposes and/or any other purposes relating to Queen Mary's charitable activities.
- 6.2.2. The licence granted to Queen Mary under section 6.2.1 will include the right for Queen Mary to deposit manuscripts of journal articles, conference proceedings and similar outputs to Queen Mary Research Online to support Queen Mary's aims for immediate open access and/or to deposit other materials of a scholarly nature where required for compliance with external funding bodies. Deposited materials will typically be made publicly available under a creative commons licence. Queen Mary will consider written requests to terminate or modify licences on a case-by-case basis.
- 6.2.3. A record for each Accepted manuscript should be added to the research information system, Symplectic Elements, and a copy of the file uploaded within 90 days of acceptance for publication. For other output types (research data, software), a record should be added to Symplectic Elements and the file uploaded as soon as possible. Employees will notify Library Services if any rights or permissions are required from a third party.
- 6.2.4. Where an article is co-authored, the Employee will use its best endeavours to obtain a licence to Queen Mary from the co-authors on the same terms as the licence granted to Queen Mary in section 6.2.1.
- 6.2.5. Employees must ensure that any relevant publishers are made aware of the licence granted to Queen Mary under section 6.2.1.
- 6.2.6. Queen Mary's waiver of its rights of ownership of the copyright in Scholarly Materials in favour of Employees, as referred to at section 6.2.1 shall not apply to works created:
  - i. where Queen Mary is involved in the creation of Scholarly Materials by investing 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 Queen Mary and the author/s.

- ii. where Scholarly Materials are specifically commissioned by Queen Mary (whether or not for separate remuneration) they shall be owned by Queen Mary and shall not be subject to section 6.2.1.
- iii. where Scholarly Materials are created subject to an agreement between Queen Mary and a third party then any copyright issues, including ownership, will be handled according to the terms of such an agreement.

### 6.3. **Teaching and Administrative Materials**

- 6.3.1. Queen Mary owns the IP rights to Teaching Materials and Administrative Materials. With effect from the date of their creation, Queen Mary grants the Employee who created such Teaching Materials and/or Administrative Materials a licence to use such Teaching Materials and/or Administrative Materials for the purpose of the Employee's employment with Queen Mary.
- 6.3.2. With regard to Teaching Materials produced whilst they were in Queen Mary employment, Queen Mary grants any former Employee a non-transferable licence to use and reproduce such Teaching Materials produced by them whilst in Queen Mary employment for non-commercial purposes (including academic and research purposes). This licence includes use of the Teaching Materials as the basis for creating new teaching materials when employed at another charitable higher education institution. Employees and/or ex-Employees are not permitted to use Teaching Materials for commercial purposes or private gain unless Queen Mary agrees in accordance with section 6.3.3.
- 6.3.3. If Queen Mary decides to commercialise Teaching Materials outside its academic purposes, then those Employees involved in their creation might be entitled to a fair and reasonable share of the proceeds of commercialisation unless the individual was commissioned and paid separate remuneration for its creation. If an Employee and/or ex-Employee wishes to commercialise Teaching Materials, the written consent of Queen Mary is required, but will not unreasonably be refused. The terms of such agreement, which might include a share by Queen Mary in the proceeds of commercialisation, should be negotiated with Queen Mary Innovation ("QMI").
- 6.3.4. On the rare occasion an Employee includes unpublished research in any Teaching Materials, that research will constitute Teaching Materials.

- 6.3.5. New academic Employees to Queen Mary are required to ensure that they have appropriate prior consents and/or licenses in place in relation to any materials they intend to bring to Queen Mary to use, copy and/or adapt for teaching or other purposes at Queen Mary. Once an Employee starts using such materials for teaching purposes at Queen Mary they become Teaching Materials for the purpose of this policy.
- 6.3.6. Where this policy refers to circumstances where Employees may be entitled to a “fair and reasonable” share of the proceeds of the commercialisation of IP in certain circumstances, such fair and reasonable share shall be determined on a case by case basis by Queen Mary, taking the relevant circumstances into account.

#### 6.4. **Performances**

- 6.4.1. To the extent that an Employee benefits from performers’ rights in any performance (and/or recording of such performance) carried out in the course of their employment with or otherwise commissioned by Queen Mary, the Employee shall own such rights. The Employee hereby grants to Queen Mary a perpetual, non-exclusive, royalty-free, worldwide licence, with right to sub-license, to use, copy, edit, display and/or distribute the performance and/or recording (in whole or in part) for academic, research, teaching, marketing, commercial and/or administrative purposes and/or any other purposes relating to Queen Mary’s charitable objects.

#### 6.5. **Moral Rights**

- 6.5.1. To the extent that any moral rights (including the right to be identified as the author or director, the right to object to derogatory treatment and/or the right not to suffer false attribution) exist in any copyright work which belongs to Queen Mary, Queen Mary will generally aim to respect the moral rights of that author by identifying them as the author of the work and not subjecting the work to derogatory treatment. However, Employees will generally not hold any moral rights in institutional materials (including reports, syllabuses, curricula and papers created and/or developed for administrative purposes) and may be required to waive their moral rights in other situations at Queen Mary’s discretion.

#### 6.6. **Software and Databases and AI**

- 6.6.1. The IP in any software and/or databases created or developed by an Employee in the course of their employment shall be owned by Queen Mary.
- 6.6.2. Queen Mary recognises the value of open source software and open data, and the related licensing arrangements, for promoting knowledge creation and dissemination. If an Employee wishes for software and/or

data they have created in the course of their employment to be licensed by Queen Mary on an open source basis, the Employee shall contact the JRMO to make such a request. JRMO will take into account issues such as IP protection, GDPR, national security, database rights, confidentiality, contractual rights, potential commercialisation, funder obligations and third party rights and the decision as to whether the software and/or data shall be licensed on an opensource basis shall be at Queen Mary's discretion.

- 6.6.3. The IP in any machine learning and/or other artificial intelligence tools or machine learning language models ("**AI Tools**") created or developed by any Employees in the course of their employment shall be owned by Queen Mary.
- 6.6.4. To the extent that Employees use any AI Tools in the creation or development of any IP or related works they shall use such AI Tools in accordance with their terms of use and section 9.3 and shall not infringe the Intellectual Property or other rights of any third party. Employees should contact their Head of School with any concerns regarding the use of AI Tools and the potential infringement of any Intellectual Property or other rights of any third party. In the event the Head of School requires any further support, he/she should contact the Directorate of Governance and Legal Services.

## **7. Students**

### **7.1. Ownership of IP**

- 7.1.1. As a general principle, Queen Mary recognises the Student as owner of any IP they produce while a registered student of Queen Mary. This principle may not apply in the case of externally sponsored or collaborative work, as set out in sections 7.2 - 7.3, below.
- 7.1.2. From time to time, Teaching and Administrative Materials will be provided or made available to Students by Employees. Queen Mary shall grant Students a non-transferable licence to use such Teaching and Administrative Materials solely as necessary for the Student to participate in their course of study or Queen Mary research. Students must not publish or distribute these Materials.

### **7.2. Externally sponsored work**

- 7.2.1. Students may need to assign ownership of IP generated by them in circumstances where the activity they are involved with is funded by or otherwise benefits from the resources of a third party. The need for an assignment will be determined by Queen Mary having regard to the terms of any relevant contractual/grant arrangement(s) in place (or envisaged)

with the third party. This includes (by way of example only) any research grant, studentship, collaboration or placement agreement governing the relevant activity. Arrangements in relation to any assignment of IP should be put in place at the outset of the project and in accordance with any other Queen Mary policy relating to externally sponsored activity.

### 7.3. Collaborative work

- 7.3.1. Queen Mary acknowledges that Students collaborate on taught and research degrees with Employees. For instance, this may include collaboration on projects with academic supervisors who are Employees. Any IP jointly generated by this collaboration will be owned by Queen Mary and Students will have the same rights as if they were an Employee of Queen Mary under this policy.
- 7.3.2. On occasion, Students will have opportunities to collaborate with others in a way that creates more complexity in relation to IP ownership and management. Queen Mary will own any IP generated by a Student:
- i. where such IP is derived from or is premised on IP belonging to Queen Mary or an Employee of Queen Mary; and/or
  - ii. where Additional Queen Mary Resources have contributed to the development of such IP (whether in connection with or outside the course of the Student's studies).
- 7.3.3. For the purposes of this section “**Additional Queen Mary Resources**” means a contribution of Queen Mary resources (including but not limited to finances or access to premises, equipment or facilities) beyond that normally required by Students, whether in connection with or outside their course of study (as applicable).
- 7.3.4. Students may be required to sign a confirmatory assignment of any IP to Queen Mary in relation to the activity described in sections 7.3.1 and/or 7.3.2, above.
- 7.3.5. Students may request that Queen Mary supports the potential commercialisation of IP they have created as if they were an Employee of Queen Mary. If agreed by Queen Mary the relevant sections of this policy, and the Commercialisation and Benefit Sharing Policy, will apply to the applicable IP as if that Student was an Employee.
- 7.3.6. Notwithstanding the above, Queen Mary may from time to time provide financial and other resources through entrepreneurship schemes, competitions and initiatives with which its Students can engage. Queen Mary 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. Associates**

- 8.1. Unless agreed otherwise in any contract between Queen Mary and a third party, Associates are required to transfer to Queen Mary any IP they create using Queen Mary Resources, or that are improvements on Queen Mary IP, in the course of their affiliation and/or association with Queen Mary. Associates will be subject to this policy for the purposes of sharing revenue.

## **9. Disclosure and Confidentiality**

### **9.1. Disclosure**

- 9.1.1. Employees are required to disclose in a timely fashion to QMI all IP which they create, make and/or develop which has (or may have) commercial value and/or development potential that has been created in the course of their employment with Queen Mary, or during joint work with an external body, or where use of Queen Mary Resources has been made.
  - 9.1.2. All IP that is created by Students and owned by Queen Mary under section 7 and all IP that is created by Associates and owned by Queen Mary under section 8 must also be disclosed by the creator of such IP to QMI.
  - 9.1.3. Creators of IP are required to disclose to QMI all individuals that have co-invented or contributed to the generation of the IP in question, any funding partner (e.g. grant bodies) that has contributed towards the development of the IP and which may be due a revenue share or have consent rights, and whether any third party IP has been used in the development of the IP.
- 6.1.1 If a Creator develops IP or related works or any part of such IP or related works using an AI Tool the Creator shall notify QMI of the details of the use made of that AI Tool, the terms applicable to the use of that AI Tool, and any outputs or content generated by the AI Tool.

### **9.2. Record Keeping**

- 9.2.1. Employees, Associates and Students (together the “**Creator**” or “**Creators**” (as defined in the Glossary) who create IP must keep clear and accurate records in relation to any IP which they create, make and/or develop.
- 9.2.2. Creators should ensure that all works, notes, reports, records, drawings, lab books etc. clearly identify the work, are dated and are kept secure.

### 9.3. Confidentiality

- 9.3.1. Maintaining confidentiality is essential, as any disclosure of confidential information (for example, information that is not in the public domain such as know-how, research results, trade secrets, technical data etc.) may harm the commercial position of its owner(s) (whether that be the Creator, Queen Mary and/or a third party) and in certain circumstances, may prevent the owner(s) from securing appropriate IP protection.
- 9.3.2. Information relating to IP or other works that could reasonably be foreseen to have commercialisation opportunities should be treated by Creators as confidential and disclosed only to relevant Queen Mary and QMI employees. Such information should not be disclosed externally without prior protection by a suitable confidentiality or non-disclosure agreement provided by QMI or the JRMO as appropriate.
- 9.3.3. Creators shall not provide Materials with potential commercial value to third parties without a Material Transfer Agreement being put in place nor disclose information to third parties without a suitable confidentiality or non-disclosure agreement or similar being put in place.
- 9.3.4. All Creators are required to keep confidential information they receive from third parties under any agreements (such as confidentiality or collaboration). This requirement would continue to apply when individuals leave Queen Mary.
- 9.3.5. Creators shall not input:
  - i. any IP or related works created by them or by anyone else;
  - ii. any personal data; or
  - iii. any Queen Mary or third party confidential data, information or other materials into an AI Tool for any purpose, including without limitation for the purpose of training or prompting the AI Tool without the prior approval of the Director of the Digital Environment Research Institute, or such other person as decided by the Queen Mary IP Advisory Group.

### 9.4. Export control

- 9.4.1. UK Export Controls restrict the transfer or disclosure of certain types of strategic goods, software, and technology (know-how and other information) (together the “strategic items”) to recipients and destinations outside of the UK. This includes physical exports, electronic transfers (via email, file sharing, virtual meetings, etc.), and transfers by

any other means (e.g. verbally). Export control legislation applies to academic research and teaching in the same way as to trade and commerce.

- 9.4.2. Creators are responsible for ensuring project plans take into account compliance with export control laws, including considering whether an export licence is required. Failure to obtain a licence prior to a relevant transaction may result in criminal liability. If you require assistance in assessing whether an export control licence may be required in relation to a specific project please contact JRMO. Further details can be found here [Trusted Research and Export Control - Joint Research Management Office \(jrmo.org.uk\)](https://jrmo.org.uk).

## **10. Queen Mary IP Advisory Group**

- 10.1. Queen Mary Senior Executive Team and Senate will approve a Queen Mary IP Advisory Group, which will have responsibility for the interpretation of this Policy and any subsidiary or related policies, including the Commercialisation and Benefit Sharing Policy, and will advise on any questions or disputes arising in relation to those policies. Senate will also approve a process for appealing against decisions of the Advisory Group.
- 10.2. The Queen Mary IP Advisory Group will also be responsible for reviewing Queen Mary's IP policies from time to time making recommendations for changes in line with best practice. No revisions which materially change the Queen Mary's IP policies will apply retrospectively. From time to time the Advisory Group may issue guidance on the meaning and interpretation of Queen Mary's IP policies.

## **11. Appeals and complaints**

- 11.1. Any complaints in relation to the operation or application of this policy shall be directed to the QM IP Advisory Group.
- 11.2. Senate will approve a process for appealing against decisions of the Queen Mary IP Advisory Group.

## **12. Associated information**

- 12.1. This policy should be read in conjunction with Queen Mary's Commercialisation and Benefit Sharing Policy found on Queen Mary's Policy Zone website.

## **13. Authorisation**

- 13.1. This policy was approved by the Queen Mary Senate on XX 2024.
- 13.2. If an agreement was entered before this policy came into effect and that agreement was subsequently amended or assigned by separate agreement, then the IP policy in place when the original agreement was signed will prevail.

13.3. This policy shall be reviewed no later than 5 years after its approval date.

## 14. Glossary

<b>“Administrative Materials”</b>	means any materials created by Employees in the course of their employment for administrative and/or operational purposes.
<b>“AI Tools”</b>	means as defined in section 6.6.3, i.e. any machine learning and/or other artificial intelligence tools or machine learning language models.
<b>“Associates”</b>	means academics, researchers, scholars, practitioners, teachers and/or anyone else who is affiliated or associated with Queen Mary who are not Employees and who are not Students (including, visiting and honorary academics and researchers, retired and ex-Employees, post graduate scientists, studentships and all other engagements that relate to the participation in, or conduct of, research, scholarship, creating works and/ or teaching at Queen Mary.
<b>“Creator”</b>	means any Student, Employee and/or Associate who (either individually or jointly with others) creates IP. This includes, by way of example, inventors of an invention, creators of copyright works and developers of know how and technical information.
<b>“Employees”</b>	means Queen Mary’s academic staff; research staff, including research assistants; teaching staff, including guest teachers and course tutors; professional services and administrative staff; technical and support staff; graduate teaching assistants; anyone who has been seconded by their employer to work at Queen Mary (a secondee); interns; casual workers; agency workers; and anyone else who is employed by Queen Mary, whether full-time or part-time or on a temporary basis.
<b>"Intellectual Property" and/or “IP”</b>	means patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software or business methods, database rights, rights in confidential information (including know how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or

extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“JRMO”**

Joint Research Management Office.

**“Materials”**

means items produced in the course of research projects and includes biological materials, compounds, engineering drawings, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams, physical items or objects, equipment and associated research data;

**“Queen Mary Resources”**

means the funds, facilities and/or resources (including equipment and/or consumables) of Queen Mary, the time and expertise of Employees and/or Queen Mary’s branding and IP;

**“Scholarly Materials”**

means works created by an academic Employee in the course of research or study that are for the purpose of communicating the progress or results of such research or study, the dissemination of knowledge and/or the furtherance of an academic career, including books, e-books, academic articles, research papers, conference materials, films and sound recordings and works of art (where the Employee is involved in the relevant fields of study) (and preparatory materials related to all such works), and does not include teaching materials related to Student education.

**“Students”**

means any student enrolled (or otherwise participating) on any course of study and/or research at Queen Mary (whether undergraduate or postgraduate, whether on a full-time or part-time basis and irrespective of the mode of study).

**“Teaching Materials”**

means any materials produced by Employees in the course of their employment for the purpose of teaching, including lecture notes, lecture plans, presentation materials used for teaching delivery and study and teaching guides.

## Policy Information and Document Control

<b>Policy title</b>	Queen Mary University of London Policy on Intellectual Property
<b>Version number</b>	2
<b>Related policies and procedures</b>	Queen Mary's Commercialisation and Benefit Sharing Policy
<b>Superseded policies</b>	N/A
<b>Approval level</b>	Senate
<b>Approval date</b>	TBC
<b>Effective date</b>	The approval date
<b>Next review due</b>	Five years from date of approval
<b>Policy owner</b>	Jonathan Morgan, Chief Governance Officer and University Secretary
<b>Policy contact</b>	Directorate of Governance and Legal Services dgls-legal@qmul.ac.uk

## Version Control

Version	Date	Reason for updates/Summary of key changes