**Intellectual Property Policy and Procedures**

1. **Scope and purpose**
	1. These policy and procedures are for BU staff and/or students. These policy and procedures are intended to have legal effect and in particular to form part of the contract of employment for BU staff.
	2. These policy and procedures apply to all intellectual property created during activity carried out by BU staff or students, as part of teaching, professional practice, research, enterprise or the work of professional services.
	3. Certain rights exist under law, such as those rights commonly referred to as “fair use” rights and rights for academics and students to use intellectual property rights for research and private study. This policy does not restate those rights, but staff seeking to rely on them when using third party materials in their work must ensure that their use of those materials is within the terms of the relevant law or regulation. Section 14.3 explains the circumstances where BU will be responsible for ensuring the relevant permissions are obtained for the use of Teaching Materials created by staff.
	4. As a charity, BU must ensure that its resources are protected so it can fulfil its aims for the public benefit. We have a duty to take reasonable steps to protect value and make a financial return on our investment if that is appropriate. It is also important that BU retains its right to use its intellectual property and does not restrict its freedom to carry out future research.
	5. BU recognises that its staff and students have specialist knowledge. BU can provide legal and commercial expertise. BU and its Faculties also provide the infrastructure, environment and other support to encourage and enable ideas to be developed and prepared for exploitation. BU seeks to build on this complementary relationship and to take a collaborative approach to exploitation. BU has therefore provided for individual recognition and reward to underpin this policy.
	6. These policy and procedures are intended to encourage and promote the successful protection and exploitation of intellectual property to maximise the benefit for the institution and its Faculties, staff, students and society in general.
	7. Brief summary information about different types of intellectual property is attached as Appendix 2.
	8. This document sets out:
* BU’s Policy for Intellectual Property Ownership and Management;
* BU’s Policy on Exploitation and Revenue Sharing;
* Procedures for Identifying and Protecting Intellectual Property; and
* Procedures for the Exploitation of Intellectual Property.
1. **Key responsibilities**
	1. BU Board has overall responsibility for ensuring that (a) BU’s resources are protected so it can fulfil its aims for the public benefit, and (b) for ensuring that appropriate policies and procedures are in place to address these matters.
	2. Responsibility for management and implementation of this policy and procedures lies with the Deputy Vice-Chancellor and the policy will be managed by Research Development and Support (RDS).
	3. Legal Services and HR can provide advice on implementing this policy and procedures.
2. **Links to other BU documents**
	1. The following documents also include policies and procedures that may be relevant to the matters covered in this document (see the links to the relevant folders below):
* [Financial Regulations](https://intranetsp.bournemouth.ac.uk/policy/BU%20Financial%20Regulations.pdf) – set out BU’s policies on financial control and include a framework for financial control and detailed corporate governance and management responsibilities
* [Contract signing procedures](https://intranetsp.bournemouth.ac.uk/policy/Contract%20Signing%20Policy%20and%20Procedures.pdf) – set out the procedures for the approval and signature of contracts with BU
* Copyright guidance for staff and students - [Copyright: information for staff | Bournemouth University](https://www.bournemouth.ac.uk/students/library/using-library/copyright/copyright-information-staff); and

[Copyright: information for students | Bournemouth University](https://www.bournemouth.ac.uk/students/library/using-library/copyright/copyright-information-students)

* [Conflicts of Interest Policy and Procedures](https://staffintranet.bournemouth.ac.uk/aboutbu/policiesprocedures/) – sets out BU’s policy for conflicts of interest and the procedures for identifying, disclosing and managing potential conflicts
* [Related Companies Policy and Procedures](https://intranetsp.bournemouth.ac.uk/policy/Related%20Companies%20Policy%20and%20Procedures.DOCX) – sets out procedures that apply where there’s a proposal to channel activity through a Related Company[[1]](#footnote-2)

**Policy**

1. **Intellectual Property created by staff during their employment**
	1. Unless specifically agreed otherwise in an employment contract or other properly authorised written agreement, BU is the first owner of intellectual property assets or artefacts developed by staff during their normal duties or as the result of a task specifically assigned by BU.
* BU has agreed to assign[[2]](#footnote-3) ownership of intellectual property in Teaching Materials in certain circumstances. See section 5 below.
* BU has agreed to assign ownership of intellectual property in Scholarly Materials in certain circumstances. See section 6 below.
* Examples of the types of assets or artefacts over which ownership rights can be asserted and which will therefore be owned by BU include:

## Copyright - the form of expression of ideas (not the ideas themselves as such).

* **Patents** - registered rights relating to inventions.
* **Designs: registered and unregistered** - design rights (unregistered) protect the appearance of functional products or parts of products, not aesthetic or decorative designs. Designs can also be protected by registration – including decoration and ornamentation.
* **Trade marks** – both registered and unregistered.
* **Domain names**.
* **Database rights**.
* **Semi-conductor chip topographies**.
* **Protection of plant varieties**.
* **Trade secrets/know how/trading reputation, confidential information.**
* **Performer’s rights** - the rights to control or restrict certain actions in relation to the performance. BU does not assert ownership in performance rights but may ask staff and students (and third parties) to waive those rights or agree to certain actions, such as recording and re-transmission of recordings in some circumstances, such as recording lectures or recordings made at BU events.
	1. Staff must obtain all necessary permissions from the copyright owners for all third party materials before incorporating them into their work, Teaching Materials or Scholarly Materials, whether they are working on their own or in collaboration with third parties. This may simply mean using appropriate referencing, but in some cases it may be necessary to obtain specific consents, and in some cases these may need to be written consents. What is required will depend on any limits on use or publication specified by the copyright owner and the intended use of the materials, including whether they are to be broadcast or published further. See section 14 below for more detailed procedures that apply if you are using third party materials.
1. **Teaching Materials**
	1. Teaching Materials are materials created by BU staff or on behalf of BU and primarily intended to be used by BU staff or students for any course of study. For example, lecture notes, slides, hand-outs, recorded lectures and electronic resources used as teaching materials are Teaching Materials. As noted above in section 1.3 and as further described in section 14, staff must ensure that they do not infringe third party rights when creating Teaching Materials.
	2. If BU is not restricted from doing so, for example by the requirements of third party funders or other contractual arrangements, BU hereby assigns the Teaching Materials to those staff who are originators of the Teaching Materials. In consideration of the assignment, all staff hereby grant a non-exclusive, perpetual, world-wide, royalty free licence to BU to use and sub-license the use of those Teaching Materials for teaching, research and administrative purposes in line with BU’s charitable purposes. In the case of audio/visual recordings that incorporate Teaching Materials, such licence includes the right to publish the recording for educational purposes via channels selected by BU (including the intranet/web and, in particular, BU’s virtual learning environment).
	3. Other materials may be created for third parties (rather than BU students) under contractual arrangements for training or teaching, such as professional development. BU will usually seek to retain ownership of the intellectual property rights in such materials. Different arrangements may be made where this is appropriate, such as where bespoke material is created based on information provided by the third party, but you must consult Legal Services to ensure that the contract is drafted appropriately and that any third party requirements are complied with. If IP rights in bespoke teaching materials are assigned without retaining rights for BU, they must not be re-used in internal Teaching Materials.
2. **Scholarly Materials**
	1. Scholarly Materials are the following, whether in paper or electronic form:
* books and contributions to books;
* articles intended for publication in academic journals;
* conference papers and presentations;
* theses and dissertations.
	1. If BU is not restricted from doing so, for example by the requirements of third party funders or other contractual arrangements, BU hereby assigns the Scholarly Materials developed by staff during their normal duties or as the result of a task specifically assigned by BU to those staff who are originators of the Scholarly Materials. If staff have contributed jointly to those Scholarly Materials (such that their input is significant enough to justify co-authorship), they will be owned jointly by those staff unless the staff agree otherwise between themselves.
	2. In consideration of the assignment in section 6.2 for Scholarly Materials developed by staff during their normal duties or as a result of a task specifically assigned by BU, all staff hereby grant a non-exclusive, perpetual, world-wide, royalty free licence, to BU to use and sub-license the use their Scholarly Materials for teaching, research and administrative purposes.
1. **Intellectual Property created by students in the course of their studies**
	1. BU does not automatically assume ownership of intellectual property generated by students during their studies or research.
	2. In certain cases, BU may claim a fair and reasonable interest in the intellectual property in a student’s work and any revenue arising from any exploitation or require a student to sign an agreement assigning ownership of intellectual property rights to BU as a condition of participation in a specific project. This may apply if:
* there has been any input by BU staff, or use of BU resources, in the creation of intellectual property by students, beyond that level of support which is usual as part of their normal academic studies. The input must be significant enough to justify co-inventorship or co-authorship of the relevant intellectual property;
* research is being conducted under a contract with an external sponsor and the contract provides specifically for ownership of intellectual property; or
* the project is part of an on-going research effort if BU considers there is a need to protect the integrity of intellectual property ownership.
	1. In such cases, BU will normally collaborate with the student originator(s) and share benefits deriving from any exploitation as if the student(s) were employees.
	2. Students or graduates who wish to benefit from BU commercialisation programmes will be required to negotiate a contract on a case-by-case basis for BU to provide support in exchange for an agreed level of return.
	3. Any student asked to assign intellectual property rights to BU is responsible for seeking their own independent legal advice. Students can approach the Student Union student advice centre for information on how to proceed.
1. **Honorary Staff**
	1. Other individuals who are not BU staff or students and are undertaking activities at BU under an honorary title may be required to assign the intellectual property rights they generate in the course of their honorary activities to BU. This may apply if, for example, BU needs to comply with its obligations to third parties such as external research funders.
	2. Examples of those with honorary titles include Visiting Professors, Visiting Fellows and Visiting Research Associates.
	3. BU recognises that if an individual remains employed by another organisation while undertaking honorary activities at BU, special arrangements may need to be negotiated with the individual’s employer.
2. **Third Parties commissioned by BU**
	1. If third parties are paid to undertake work for BU, BU will generally claim the ownership of the intellectual property rights in such work.
	2. This rule applies to consultants, sub-contractors and any third parties who enter into contracts to provide services to BU. BU will either use its own agreement or request amendments to the third party’s terms and conditions in order to ensure that BU owns the intellectual property rights in the works.
	3. BU may negotiate different terms with a third party if this is appropriate and justified. For example, this may apply if the third party owns valuable background intellectual property rights, which are part of its key business assets.
3. **External funding and enterprise**
	1. Intellectual property issues are an essential part of planning for any externally funded activity.
	2. BU will generally seek to retain rights to intellectual property arising from its research, development and enterprise work.
	3. BU recognises that if work is done on a commercial basis this may not be appropriate. BU will in these cases seek to derive a benefit from collaborative projects commensurate with its contribution to a project and may share any financial benefit with those involved in creating the intellectual property (see section 11 below).
4. **Profit sharing from exploitation**
	1. BU will use BU Innovations Ltd, a wholly-owned subsidiary company, to manage and exploit its intellectual property portfolio.
	2. If intellectual property is exploited and BU recovers benefits that exceed the cost of exploitation, BU, through BU Innovations Limited, will endeavour to share the benefits with the originator(s) of the intellectual property. These benefits may include income from licensing agreements, assignment or sale of intellectual property rights and royalty streams.
	3. If, as part of the commercialisation process, a decision has been made to commercially exploit the intellectual property BU will endeavour to negotiate and enter into agreements with the originators of the intellectual property, and any collaborators or funders. Such agreements will generally reflect the contributions made by third parties and funders to the development of the intellectual property, and also to the costs of further developing, protecting and commercialising it.
	4. If agreements have not been negotiated with the originators of the intellectual property as part of the commercialisation process, then any income received by BU Innovations Limited from the commercialisation of intellectual property will be distributed as follows:
* The first tranche of any income will be used by BU Innovations Limited to recover the costs of exploitation (such as patent fees, legal fees, minor development work, audit of licensees, manufacturing, marketing and distribution costs (if these are incurred directly by BU Innovations Limited). BU Innovations Limited may retain funds to cover known or expected future expenditure on the project.
* Subject to sections 11.5 and 20, any surplus will be shared as set out in Appendix 1.
	1. If there is more than one originator, they will share the relevant proportion of the surplus income. The percentage of the revenue share must be agreed between the originators. The originators must enter into written agreements to set out the agreed share. BU will hold the surplus income until such an agreement is in place.
1. **Training and awareness**
	1. BU will include intellectual property and related issues in its staff development activities. It will seek to raise awareness among staff and students of the opportunities presented by the development of intellectual property and provide information and assistance for capturing and exploiting those opportunities.

**Procedures**

1. **Identifying intellectual property**
	1. Staff contracts and terms and conditions of employment include an obligation that staff must disclose to BU certain types of intellectual property arising from their work.
	2. If an employee or student member of BU identifies potential intellectual property in their creation or invention, they should contact RDS as soon as possible. Depending on the type of intellectual property, RDS will advise on the completion of a questionnaire (see attached Appendix 3) and an intellectual property Due Diligence form, and whether a confidentiality agreement is needed.
2. **Third party materials and background intellectual property**
	1. Funding and other contracts may require BU to provide assurance to third parties about pre-existing (often known as background) intellectual property rights. Supported by RDS, employees and student members should make all reasonable endeavours to ensure that relevant background intellectual property rights are identified and BU has the right to use them for the purposes of the project.
	2. As noted in section 1.3, staff must obtain all necessary permissions from the owners of third party intellectual property before incorporating it into their work, Teaching Materials or Scholarly Materials, whether they are working on their own or in collaboration with third parties. This may simply mean using appropriate referencing, but in some cases it may be necessary to obtain specific consents, and in some cases these may need to be written consents. What is required will depend on any limits on use or publication specified by the copyright owner and the intended use of the materials, including whether they are to be broadcast or published further.
* Permission to use copyright works may be given by a creative commons or other public domain licence, under a BU licensing scheme or directly from the owner. It may be sufficient to include appropriate references, depending on the proposed use and whether the material may be further published or broadcast.
* BU needs a non-exclusive, perpetual, world-wide, royalty free licence to use and sub-license the use of such materials for teaching and research purposes. In many cases, BU will also need to use the material for administrative, promotional and commercial purposes.
* If staff cannot obtain such permissions or there are limitations on use, you must:

# ensure that you only use the third party materials within the terms of the permission that is given (including any permission that BU is responsible for obtaining under section 14.3);

# seek advice from Legal Services if there are limitations or problems with your proposed use of intellectual property or the permission is not compatible with funder or BU requirements (as set out in this policy);

# in some cases you may not be able to use the material at all if it is not practicable to comply with the requirements of the owner and still comply with BU or funder requirements (for example, if a copyright owner allows use for private study but does not allow material to be used in lectures that are to be recorded for later reference by students or in an article intended for publication);

# in other cases there may be limits on the permission that is granted which do not prevent use for the intended purpose but which may limit use for other purposes - these limitations must be highlighted in your materials so that anyone referring to them is aware of them (for example, a copyright owner is willing for their material to be included in published research but not used in publicity for the funder, in circumstances where the funder accepts this limitation).

14.3 Where staff have been able to rely upon the [educational exemption to copyright](https://www.gov.uk/guidance/exceptions-to-copyright) (Educational Exemption) when preparing Teaching Materials, BU shall be responsible for ensuring the necessary permissions are obtained for the use of such copyright material should BU subsequently wish to use it in circumstances where the Educational Exemption will not apply.

14.4 Further information about copyright is available at [Copyright | Bournemouth University](https://www.bournemouth.ac.uk/students/library/using-library/copyright)

14.5 Normal academic citation that is properly acknowledged and for criticism or review is generally permitted without seeking the copyright owner’s consent.

14.6 Staff must be cautious over the use of third party material. Staff must contact Legal Services for advice in any cases of doubt about what can be used or what licences or permissions are needed.

1. **Funding arrangements and contracting with third parties**
	1. It is essential that RDS is consulted at the earliest possible stage of any project about the intellectual property implications of any contract or funding arrangement.
	2. Intellectual property issues must be considered as an essential part of planning for any externally funded activity. Funding terms and contracts for research, collaboration or consultancy projects will usually contain provisions relating to intellectual property. These may:
* limit future activities, commercialisation;
* require BU to take certain steps to identify, protect or transfer intellectual property,
* grant third parties rights to use or commercialise intellectual property without our further involvement; or
* require BU to obtain assignments or licences from students or other third parties.
	1. Under the terms of the Financial Regulations and the Contract Signing Procedures, all such contracts must be reviewed by Legal Services and authorised with a Contract Authorisation Form. However, it is important to ensure that intellectual property issues are considered early and to allow time for negotiation to ensure that as far as possible BU’s rights and interests are protected.
1. **Confidential information**
	1. Staff and students are reminded that it may prove impossible to secure full protection for the intellectual property in an innovation if it has been disclosed inappropriately. It is in the interests of all parties that confidentiality is maintained. All staff and students must maintain confidentiality in respect of any project(s) with which they are associated.
	2. It is also important to note that confidential information is also intellectual property and staff and students should ensure that if they are disclosing something that is confidential then an appropriate non-disclosure agreement (NDA) is in place. The partner may also need this to protect their own confidential information. Staff should contact Legal Services if an NDA is needed.
	3. Staff and students must not disclose to any third party any confidential information, for example through giving a lecture, presenting or publishing a paper or holding discussions, unless authorised in writing by their Executive Dean/ Head of Professional Service or BU Innovations Limited as appropriate.
	4. If staff and/or students have access to confidential information belonging to the sponsor of a research project or BU, the head of the project, supervisor or principal investigator must ensure that all staff or students engaged on the project are asked to sign any confidentiality agreements required and, as necessary for that, provided with an unpriced copy of the sponsorship or other agreement. Staff and students must familiarise themselves with the terms of such agreements and adhere strictly to them. In particular, the head of the project, supervisor or principal investigator is responsible for ensuring that the handling and storing of confidential information complies with the terms of the contract.
	5. Any student asked to sign a confidentiality agreement must be advised that they are responsible for seeking their own independent legal advice, as appropriate. Students should note that they can approach the Student Union student advice centre for information on how to proceed.
2. **Evaluation and development of opportunities**
	1. Any member of staff or student involved in the development of intellectual property that may be suitable for exploitation is encouraged to share and discuss potential development opportunities with appropriate staff in RDS. Such opportunities may exist for patentable ideas, but also know-how or trade secrets, or other forms of intellectual property that could be exploited by licensing or sale of products or services. This includes potential commercial exploitation opportunities but also opportunities for licensing as part of a non-commercial arrangement, e.g. to other academic institutions or within the public sector.
	2. Before BU can consider any further significant investment in commercial or other exploitation of any intellectual property, an Intellectual Property Due Diligence Form (available from RDS and see attached Appendix 4) must be completed and submitted to RDS, signed by all the originators of the intellectual property. This form must identify all the details of ownership of and contribution, or expected contribution, to the development of the intellectual property, whether from members of staff, students or outside funders of projects.
	3. Intellectual Property Due Diligence Forms will be considered by staff in RDS who will meet regularly to evaluate each opportunity and decide on an appropriate course of action.
3. **Management of the intellectual property portfolio**
	1. BU will use BU Innovations Ltd (BUI), a wholly-owned subsidiary company, to manage and exploit its intellectual property portfolio.
	2. The responsibility for recording, monitoring and maintaining BU’s intellectual property portfolio rests with RDS on behalf of BU Innovations Limited. This entails renewal of patents, auditing of licensees and the monitoring of income and income distribution. BU Innovations Limited is responsible for monitoring the development of any companies in which BU has equity. RDS staff will implement decisions taken by BU Innovations Limited.
	3. RDS will also manage the exploitation of intellectual property on a day-to-day basis, in consultation with the creators of the intellectual property and their Executive Dean/ Head of Professional Service and taking professional advice as appropriate.
	4. Commercial decisions will be taken by the Board of Directors of BU Innovations Limited, and RDS will implement those decisions.
	5. If, after full disclosure of all relevant information, BU or BU Innovations Limited decides not to exploit a possibility within six months of receiving all relevant information, BU and BU Innovations Limited may waive any interest in the idea or invention. However, BU and BU Innovations Limited reserve the right to take other action or delay exploitation if it is in their interests to do so. Following a decision not to exploit, individuals may then seek consent from BU and BU Innovations Limited to exploit the intellectual property themselves, at their own expense, consistent with their contract or terms and conditions of employment. Consent may not be unreasonably withheld.
4. **Models of exploitation**
	1. In some cases, licensing will be the most appropriate route for exploitation of intellectual property rights developed by BU. If the board of BU Innovations Limited has approved the licensing of intellectual property rights, RDS staff will negotiate and draft the agreement, in consultation with the originator(s) of the intellectual property and the Chair of BU Innovations Limited and seeking professional advice as appropriate. The BU Innovations Limited board will be responsible for the approval of license agreements.
	2. Exceptionally, it may be most appropriate to create a company specifically to exploit the intellectual property. Where BU or BU Innovations Limited will have an interest in that company, the Related Companies Policy and Procedure must be followed.
	3. It will usually be appropriate for the originator(s) to be involved in the newly formed company (generally as shareholders) or for the benefits to be shared with the originator(s) of the intellectual property.
	4. Different models may be appropriate in some cases, particularly if the originators or those leading on the commercialisation are students or recent graduates. Such commercial opportunities must be considered by RDS and BU Innovations Limited as described above if the originators would like advice, support or investment from BU. BU Innovations Limited will consider such requests under the BU Innovations Limited Procedures for the Evaluation, Protection and Exploitation of Intellectual Property.
5. **Revenue sharing**
	1. If you may be entitled to payments under BU’s revenue sharing arrangements, you must ensure that you inform BU in writing of your current address. If such information is unavailable, BU is entitled to invest the unclaimed revenue in a deposit account until it is claimed.
	2. If the revenue share remains unclaimed for 5 years, it will be forfeited and revert to BU.
	3. In the case of the death of an individual who is entitled to a share of licensing income under BU’s revenue sharing arrangement, that share will be payable to the estate of the deceased.
6. **Professional Advice**
	1. Members of staff or students participating in spinout companies, or contracting with BU Innovations Limited for the exploitation of their intellectual property, are responsible for taking all necessary advice (whether legal, accounting or otherwise) as may be appropriate in the circumstances. Neither BU nor BU Innovations Limited is liable in any way to the participants if any loss is suffered because of a failure to take any such advice.

**General**

1. **References and further information**
	1. BU Innovations Limited has agreed a Memorandum of Understanding with BU. BU Innovations Limited is a separate company and has its own procedures for considering and approving proposals for intellectual property that may be assigned to it.
2. **Appendices**
* Appendix 1 Distribution of Surplus Income
* Appendix 2 Examples of Intellectual Property Rights
* Appendix 3 Intellectual Property Questionnaire
* Appendix 4 Intellectual Property Due Diligence Form

**Appendix 1 – Distribution of Surplus Income**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Surplus BUI income** | **First £99,999** | **From £100,000 to £499,999** | **From £500,000 to £999,999** | **Over £1,000,000** |
| The BU originator(s) of the IP | 70% | 60% | 40% | 30% |
| Faculty/Professional Service in which the IP was developed | 10% | 15% | 20% | 20% |
| BU Subsidiary Company | 20% | 25% | 40% | 50% |

**Appendix 2 - Examples of Intellectual Property Rights**

Examples of Intellectual Property Rights include:

## Copyright - copyright protects the form of expression of ideas and not the ideas themselves. As such, copyright does not have to be registered for the right to arise, so this needs to be considered carefully.

* **Patents** - patents are registered rights relating to inventions. Patents are not valid if the invention is published before the application is filed. It is very important that potentially patentable inventions are identified early and discussed before any publication or public presentation or announcement by BU, the inventor or the partner.
* **Designs: registered and unregistered** - design rights (unregistered) protect the appearance of functional products or parts of products, not aesthetic or decorative designs. These rights arise when the object is created or the design is recorded (e.g. in a drawing) and do not have to be registered. Designs can also be protected by registration – including decoration and ornamentation.
* **Trade marks** - if a new trademark may arise as part of the project we will need to consider whether it needs to be protected by registration and whether there is a risk of infringing third party rights. Trade marks have to be distinctive and not merely descriptive.
* **Domain names** - domain names are only likely to be relevant if the project involves the development of brands and trademarks.
* **Database rights** - if the project involves designing a database or collating information for the partner, then database rights may arise, and should be considered alongside copyright. If third party databases are used to deliver the project then we should also consider whether there is a risk of infringement by copying or extracting data.
* **Semi-conductor chip topographies** - if we are doing a project if chip design is a key part of the work, this should be explored in more detail.
* **Protection of plant varieties** - there is a special type of statutory intellectual property right created to protect investment in new varieties of plants. If we are doing a project if this is a key part of the work, this should be explored in more detail.
* **Performers’ rights** - performers are entitled to various rights in their live performances, and these rights will need to be considered if the project involves either making recordings or disseminating them.
* **Related rights: trade secrets/know how/trading reputation** - if the project involves trade secrets or substantial amounts of specialist know how then a non-disclosure agreement must be signed (see the note above). It is important that both parties are able to use know how gained from these projects in their on-going activities.

**Appendix 3 - Intellectual Property Questionnaire**

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| --- |
| **Project Details** |

|  |  |
| --- | --- |
| **Faculty:** |  |
| **Principal Investigator:** |  |
| **Project name:** |  |
| **Project description:** | *Please insert a brief overview of the project.* |
| **Date:** |  |

|  |
| --- |
| **Background intellectual property** |

1. Will any confidential information be shared (either the partner sharing with BU or BU sharing with the partner) before the project documentation is finalised (e.g. collaboration or subcontracting agreements) and what is this likely to include?

Click here to enter text.

1. Is there any background intellectual property (i.e. intellectual property that we already own or use) which BU might bring to the project and what form does it take (e.g. written materials, software, patented processes or products, product designs)?

Click here to enter text.

1. Could there be any third party rights, e.g. intellectual property owned by individual academics, previous collaborators or providers of funding who are not involved in the current project? What is it and who is it owned by?

Click here to enter text.

1. Will the partner be contributing any background intellectual property to the project and what form does it take (e.g. written materials, software, patented processes or products, product designs)?

Click here to enter text.

1. Have we been involved in a project with any other partner that used the Background intellectual property identified in your answers to the question above – e.g. have we used the same materials when collaborating with other partners? What were those projects and how was the intellectual property used?

Click here to enter text.

|  |
| --- |
| **Foreground intellectual property** |

1. What new (foreground) intellectual property might be generated as part of the project and what form does such intellectual property take (e.g. written materials, software, patented processes or products, product designs, new brands)? If in doubt, please set out the potential outputs from the project.

Click here to enter text.

1. To what extent is foreground intellectual property likely to be generated by BU or the partner or the collaborators together? It may be hard to predict, so please describe the potential outputs from the project.

Click here to enter text.

|  |
| --- |
| **Exploitation and future use** |

1. Could the foreground intellectual property/project outputs be of interest to third parties? Please explain how this might arise.

Click here to enter text.

1. Will the foreground intellectual property/project outputs result in a product that could be licensed or sold to businesses or other institutions, or to end user customers? If so, are there any plans to do so?

Click here to enter text.

1. Would any use by third parties be on a commercial basis (with fees paid) or not?

Click here to enter text.

1. If the foreground intellectual property/project outputs might be of commercial value, and we were to seek to benefit from any exploitation by the partner, do you know which royalty arrangements might be suitable? E.g. a fixed percentage on product sales or a fixed licence fee? You may be aware of other similar arrangements with this or other partners.

Click here to enter text.

1. Whether there will be commercial exploitation of the foreground intellectual property, how do BU and the partner expect to use Foreground intellectual property in future? Is it likely that it will be used in future projects with other academic institutions or other third parties?

Click here to enter text.

1. How might BU wish to use the foreground intellectual property in future? (e.g. teaching, research, other collaborations, commercial exploitation)

Click here to enter text.

1. 13) Do you have any other concerns or comments about intellectual property or confidential information?

Click here to enter text.

**Please send your completed form to RDS using the following email:** innovate@bournemouth.ac.uk

**Appendix 4 - Intellectual Property Due Diligence Form**

Each contributor to a new invention or other intellectual property must complete this Intellectual Property Due Diligence Form (intellectual property/1). The information will be used to determine the legal title to any new intellectual property and any potential third party claims to intellectual property rights. If in doubt, please disclose all information that you believe may be material.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Your full name: |  | Title: |  |
|  | Working title and brief description of the intellectual property and how you anticipate it would be utilised in a commercial setting: |
|  |
|  | Period of research relevant to the creation of the intellectual property: |
|  | From: |  | To: |  |
|  | During the period in 3 above, were you |
| (a) | a salaried employee of BU? If so, please give: |
|  | your employee number (as on your payslip): |  |
|  | your Faculty/Professional Service: |  |
| (b) | a student? If so, please give: |
|  | the name of BU at which you are registered for a degree: |  |
|  | name of supervisor: |  |
| (c) | neither a salaried employee of BU nor a student? If so, please give: |
|  | the name of your employer (as on your payslip) |  |
|  | our employer’s contact details (names, address, telephone number): |  |
|  | Was any part of the invention made under a contract, or using funds, supplied by any outside organisation? If yes, please give information below. |
| Source of funding | Grant/funding contact period | Reference no./account code  | Principal or Co-Investigators |
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|  | Did the research relevant to the creation of the intellectual property above involve any in-kind support, such as the provision of equipment or the transfer of materials from other parties? | 􀂉 Yes 􀂉 No |
| If YES, please provide details. |
|  | Is the intellectual property linked to the subject matter of any other research or service contracts, material transfer agreements or personal consultancies not cited above, whether past, present or currently under negotiation? | 􀂉 Yes 􀂉 No |
| If YES, please provide details. |
|  | Was any part of the invention made using biological materials obtained from humans? Have ethical consents been obtained which allow for commercial use? If so, please provide documentary evidence. | 􀂉 Yes 􀂉 No |
| If YES, please provide details. |
|  | Does the invention rely on intellectual property owned by others? For example, in developing software have you based your development on existing software applications e.g. Microsoft? |  |
|  | If YES, please provide details. |
|  | Please list the individuals who you consider to have made an identifiable active contribution to the invention/creation of the intellectual property[[3]](#footnote-4). (Each contributor will be asked to complete form intellectual property/1.) |
| Name | Employee/student? | Employer/university | Contact details |
|  |  |  |  |
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| 1.
 | Are there any other issues that may affect the right of BU to own and exploit this intellectual property? | 􀂉 Yes 􀂉 No |
| If YES, please provide details. |

**IMPORTANT NOTICE**: THE INFORMATION THAT YOU PROVIDE ON THIS FORM WILL BE USED BY BU TO ASSESS THE OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS, POTENTIAL THIRD PARTY CLAIMS TO THOSE RIGHTS, AND OBLIGATIONS TO EXTERNAL SPONSORS. INCORRECT OR INCOMPLETE DETAILS COULD LEAD TO LITIGATION, THE REDUCTION OR LOSS OF EXPLOITATION REVENUES, OR IN PATENT APPLICATIONS BEING INVALID.

I confirm that I have I read BU’s Intellectual Property Policy (April 2020) and I declare that the information which I have provided in this form is, to the best of my knowledge and belief, correct and complete.

**Signed by the contributor named above: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Please send your completed form to RDS using the following email:** innovate@bournemouth.ac.uk

1. A Related Company is defined in the policy as (i) a company wholly owned by BU (ii) a spin-out company set up to exploit IP arising from activities within BU where BU (or a BU wholly owned company) will own some shares and some shares will be owned by investors (which may be staff who have generated IP) (iii) joint venture companies (iv) other undertakings where BU is asked to invest, share liability and/or over whose activities BU exercises a substantial degree of control. [↑](#footnote-ref-2)
2. In the context of this policy “assign” is intended to have its legal meaning of transferring rights of ownership (from BU to the relevant staff). [↑](#footnote-ref-3)
3. N.B. All those who have created the Intellectual Property in question should complete this form. Not all those who complete this form will be named as inventors for legal documentation involved in the patent process. [↑](#footnote-ref-4)