

# University of Westminster Intellectual Property Policy

## 1 Introduction

The University of Westminster ('The University') is committed to encouraging the successful creation and exploitation of intellectual property (IP) for the mutual benefit of staff, students and the University. The University is also often bound by funder agreements to commercially exploit IP generated through funded projects. The University is required to illustrate to government, business and the public, via the University's Research Excellence Framework (REF) and Knowledge Exchange Framework (KEF) submissions, how it has exploited the IP it generates.

The University is keen to promote the recognition, protection and exploitation of valuable IP produced by its staff and students. To that end, the University is committed to providing the necessary support services to promote the creation of IP as well as the exploitation of resulting Intellectual Property Rights ('IPR') and has established fair and equitable criteria for the exploitation of knowledge.

1.1 Further, this IP Policy is intended to:

- 1.1.1 Encourage all staff and students, at the start of all projects, to consider matters associated with the creation, disclosure and protection of IP
- 1.1.2 Encourage and facilitate the effective use of all IP created at the University.
- 1.1.3 Manage IP effectively by retaining ownership of IP generated in the University.
- 1.1.4 Ensure that staff and students who have created IP receive a fair share of any benefits arising from its use.
- 1.1.5 Record and monitor the generation of all IP as a contribution to evidencing impact in the periodic REF and KEF reviews.

This policy acknowledges that, in some instances, these ambitions may be subject to constraints imposed by consortia agreements, Framework Programmes and other funder requirements.

1.2 The requirements of this Policy apply to all staff employed by the University and all students registered/enrolled with the University. This Policy has been compiled in accordance with the relevant provisions of the following UK and European Union laws<sup>1</sup>:

- 1.2.1 The Copyright, Designs, and Patents Act 1988
- 1.2.2 The Copyright and Rights in Databases Regulations 1997
- 1.2.3 The Patents Act 1977
- 1.2.4 The Trade Marks Act 1994 / Trade Mark Regulations 2018 (effective January 2019)
- 1.2.5 European Union Trade Mark

It governs the ownership of rights arising from the University's students, members of staff, including all part-time staff, staff on secondment, visiting academics and other related personnel.

For the purpose of this policy IPR includes, but is not limited to, copyright, patents, designs, trademarks, plant variety rights, databases, code, software and analogous rights.

*"For the avoidance of doubt, subject to any legitimate third-party claims on IP, where the terms of this Policy differ from the terms of the University of Westminster Academic Staff Contract with regards to ownership, use and exploitation of relevant Intellectual Property (IP), the terms of the University of Westminster Academic Contract will prevail."*

## 2 Definitions – for the purpose of this Policy

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<sup>1</sup> As applicable to the UK in January 2020, in a pre-Brexit context.

- 2.1 Academic Contract means the employment agreement signed between the University and academic staff.
- 2.2 Collaboration means any collaborative work undertaken by the University with external partners or on behalf of a third party.
- 2.3 The Research Office is the function within the University of Westminster's Professional Services which has responsibility for making decisions and coordinating commercialisation activities in relation to all University of Westminster-owned IPR.
- 2.4 Disclosable Work refers to any work that is novel, useful, original and is likely to be exploitable or generate relevant impact.
- 2.5 Intellectual Property (IP) includes, inventions and know-how, literary, dramatic, musical or artistic works, databases, code, software, designs, signs, logos, names and images. This list is non-exhaustive.
- 2.6 Intellectual Property Rights (IPRs) are the rights given to the creators of IP, the main classes of which are described in Appendix 1.
- 2.7 Knowledge Exchange Committee (KEC) is the committee within the University with oversight of decisions regarding the commercialisation and exploitation of IP owned by the University.
- 2.8 Enterprise Panel (EP) is the committee within the University with the decision-making powers relating to the formation of, equity stake and investment levels in spin-out companies arising from exploitable IP owned by the University.
- 2.9 Subject to the provisions of the Academic Contract, Scholarly Activity refers to activity that is generally self-managed and outside of what is required for fulfilling teaching obligations (i.e. course material for presentation or distribution to students), third party contracts for work or grant funded research (QR or other funding) activity. For the avoidance of doubt, Scholarly Activity, as stated in the Academic Contract, includes the production of books, contributions to books, articles and conference papers, and is to be construed in the light of the common understanding of the phrase in higher education.
- 2.10 Commissioned by the University of Westminster refers to work carried out by staff or students during the course of their employment with the University, or work required to be transferred to the University to facilitate the University's contractual obligations to relevant third parties, including as part of a collaboration, research agreement, onward licensing or assignment to third parties.
- 2.11 Staff means members of staff employed by the University on a contract of employment, including those on sabbatical, full time or fractional (visiting or part-time), permanent or fixed term. This list is non-exhaustive.
- 2.12 Student means a person registered/enrolled as a student on a credit-bearing course at the University of Westminster or students attending any part of their course at another institution as part of an official partnership between institutions. This may include, but is not limited to, undergraduate, graduate and PhD programmes.
- 2.13 University Executive Board (UEB) is the University committee whose primary focus is to consider, approve and monitor the effectiveness of University strategic objectives and operations
- 2.14 The University of Westminster includes any committee or department of the University referred to above and any committee or department which replaces it or takes over its relevant functions.

### **3 The University of Westminster's IP Policy in Relation to Staff**

Subject to the IP provisions of the Academic Contract, as a general principle, and subject to external funding conditions, the University owns all IP generated by staff during the course of their employment with the University, with the exception of IP produced from Scholarly Activity and/or for work intended for personal use or for reference, but including all works generated for the benefit of a third party. This includes, but is not limited to, ownership of:

- 3.1 Works generated by computer hardware or software owned or operated by the University, subject to the rights of academic staff under the Academic Contract to claim Scholarly Work and work produced for reference purposes;
- 3.2 Works created with the aid of the University's facilities, including (by way of example only) films, videos, photographs, multimedia works, typographic arrangements, and field and laboratory notebooks;
- 3.3 Patentable and non-patentable inventions;
- 3.4 Registered and unregistered designs, plant varieties, and topographies;
- 3.5 Works commissioned by the University not within 3.1 - 3.4;
- 3.6 Databases, code, computer software, firmware, courseware (PowerPoint slides, tutor notes and reports, photos, graphics, educational videos, multimedia material, self-evaluation exercises, case studies) and related material not within 3.1 – 3.4, but only if they may reasonably be considered to possess commercial potential; and know-how and information associated with the above.

Ownership of specific forms of IP is further detailed below as follows:

### **3.7 Copyright**

Copyright arises automatically whenever an individual or company creates a work. To qualify, a work should be regarded as original, and exhibit a degree of labour, skill or judgement. In accordance with the Copyright, Designs and Patents Act 1988, if a work is produced as part of employment then the first owner will be the employer of the individual who created the work.

However, the University acknowledges the personal interests of staff in owning copyright and other forms of intellectual property created in the course of their Scholarly Activity as defined in 2.10

For the avoidance of doubt, performances by way of recording lectures or recordings made at University of Westminster events, or any other way as part of employment will be included in the definition for Copyright. This is not intended to infringe performer's rights, which are moral rights. The University will seek consent (subject to the right to opt out) from staff and students who contribute to recordings. Where recording of sensitive personal data applies (as per the definition contained in the General Data Protection Regulation 2018 for special categories of personal data), an opt-in consent will apply. Moreover, the University respects the staff and students' rights to be acknowledged as authors and performers, which will be explicitly asserted in accordance with the Copyright, Design and Patents Act (CDPA) 1988, and any amendments to The CDPA or any other relevant legislation or regulation.

The University does not assert ownership in performance rights but will seek written permission of 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 University of Westminster events.

### **3.8 Design Rights**

These may be registered or unregistered and are ancillary to copyright in the design created. The University will solely own all designs and related work created during the course of the normal duties of employees, or in the course of duties outside of those normal duties to which employees have been specifically assigned.

### **3.9 Databases**

Subject to the provisions of the General Data Protection Regulations (GDPR), databases may be protected through copyright for the arrangement of data. The University will own all database copyright upon creation in the same manner detailed for 'Copyright' as outlined above. Ownership of all other rights will vest with the University in the same way as 'Patents' which is outlined below.

### **3.10 Patents**

In accordance with clause 20 of the Academic Staff Contract of Employment, clause 17 of the Research Staff Contract of Employment and the Copyright, Designs and Patents Act 1988, the University, as the employer, will own all inventions and patents in inventions made in the course of the normal duties of employees or in the course of duties outside of normal duties to which employees have been specifically assigned. The standard revenue sharing arrangements will apply (see Appendix 4).

All matters related to the patent, the patent application and commercialisation thereafter will be handled and managed by the Research Office .

### **3.11 Materials and Confidential Information (including Know-How)**

Materials and confidential information, including know-how, may also be commercialised. The University will solely own all physical materials, subject to funding conditions, generated by staff. Such materials should only be transferred to third parties under an appropriate agreement.

The University asserts ownership of all confidential information derived in the course of the normal duties of employees, or in the course of duties outside of normal duties to which employees have been specifically assigned.

Such confidential information can be commercialised and may also be exploited through consultancies. Staff should therefore keep confidential information secret and may only disclose confidential information to third parties under written Non-Disclosure Agreements which are drafted and concluded through the Research Office .

## **4 The University of Westminster's IP Policy in Relation to Students**

As a general principle, the University acknowledges its students as owner(s) of any IPR he/she produces while a registered student at the University, unless there is an agreement to the contrary.

This general principle will be subject to exceptions in the case of collaborative or externally sponsored work, or in any other exceptional circumstances. In such cases, the University expressly requires an assignment of all IPR from the Student to the University.

### **4.1 Collaborative Work**

4.1.1 Where the student is joining an existing collaborative project in which the IP arrangements are already established and differ from the University's standard approach, the University will solely own all arising IP and the student will be required to assign such IP to the University.

4.1.2 Where the student is joining a collaborative project which is about to commence in respect of which IP arrangements have been established and differ from the University's standard approach, the University will solely own all arising IP and the student will be required to assign such IP to the University.

4.1.3 Where the student is bringing a collaborative partner with them, where the IP arrangements have been established and differ from the University's standard approach, the University will assert ownership of all arising IP, unless there is an agreement to the contrary.

4.1.4 In any other collaborative arrangements between students and academic staff and between students and sponsors, the University will be the sole owner of all arising IP. All such arrangements are subject to appropriate revenue-sharing arrangements (Appendix 4).

4.1.5 Requests for assignment of IPR in collaborative work between students and their supervisors and research teams should be made by the student's supervisor in consultation with the relevant College Research Director.

4.1.6 An agreement on IPR must be established at the start of the project.

4.1.7 In the case of a project that derives from the IP of academic staff, or involves substantial collaboration with academic staff, the University will retain ownership of all IPR arising during or from the project in order to ensure it is able to benefit from ongoing research and teaching opportunities and any commercially exploitable opportunities which may arise.

- 4.1.8 In the case of a collaborative project as described above, students will be required to assign any IPR to the University.
- 4.1.9 It is the responsibility of the student's supervisor, in consultation with the College Research Director, to determine at the start of a project if an assignment of IPR is necessary.

#### **4.2 External Sponsor**

- 4.2.1 Where a student project is sponsored by an external or third-party funder or partner, IP ownership must be covered by the terms of the research contract between the University and the sponsor or partner.
- 4.2.2 The student must be informed, at the start of the project, of the relevant terms of that contract by the project supervisor or College Research Director.
- 4.2.3 If the research contract involves ownership of IP by the sponsor or partner, students will be required to assign IPR to the University.
- 4.2.4 Colleges are required to have adequate procedures for ensuring that IPR arrangements are appropriately enforced.
- 4.2.5 An agreement on IPR must be established at the start of the project.

#### **4.3 Exceptional Circumstances**

- 4.3.1 The University may also claim ownership of student IPR in any other exceptional circumstances.
- 4.3.2 Exceptional circumstances may include, but are not limited to, instances where:
  - 4.3.2.1 The student has a Sponsored Studentship under which the sponsor has a claim on the IP arising as part of the terms of the sponsorship or the student participates in any other programme where any arising IP is to be owned by the sponsor of the research;
  - 4.3.2.2 The student generates IP using university facilities and/or resources and it has been agreed by the university that those facilities and resources can be used and that the university owns the IP arising;
  - 4.3.2.3 The student generates IP which arises because it is created jointly with University staff working in the course of his or her employment;
  - 4.3.2.4 The student's course of study is fully funded by the University and the University has expressly claimed ownership of all arising IPR.

The list above is illustrative and non-exhaustive; specific circumstances will be examined on a case-by-case basis. Any disputes over student ownership of IP will be dealt with through an appeals mechanism (see 5.19).

### **5 Ancillary Policies**

- 5.1 To facilitate the use of IPR created by staff, but in respect of which the University has disclaimed or assigned ownership, the University is granted a free, unconditional, irrevocable, perpetual, non-exclusive worldwide licence to use, for academic and other purposes, academic and teaching materials in all formats arising out of employment by the University.
- 5.2 Where work is commercialised, the standard revenue sharing arrangements will apply (see Appendix 4).
- 5.3 Ownership of IP in a project that is sponsored must be covered by the terms of the research contract between the sponsor and the University, and staff involved in the project must be informed of the terms of that contract by the Research Office at the start of the project.
- 5.4 Heads of College and Professional Services Directors, or their respective nominees, are

responsible for ensuring that they have appropriate and adequate procedures for ensuring that IPR arrangements are implemented in a manner which is compliant with this Policy.

- 5.5 Staff should ensure that Copyright ownership is clearly discussed by all parties prior to submission of research outputs for publication. Where the University and/or any other third party have an interest in the copyright, the following text should be included in any agreements relating to any assignment of Copyright:
- 5.5.1 “The University of Westminster has an interest in the Copyright in this work. This agreement is, therefore, made subject to the University of Westminster’s interest and its right to use the work free of charge.”
- 5.6 Where the University owns or has the right to ownership, staff should engage with the Research Office which will support and advise on all IPR matters.
- 5.7 In order to support any potential exploitation or other use of IP, staff are advised to keep good records of their research and teaching.
- 5.8 Staff should keep confidential and not disclose any confidential information, data, materials, know-how, trade secrets or any other IP, to any unauthorised third party. Staff must ensure that they keep such information secure and strictly confidential both during the course of research activity or other work and after it has ended. The Research Office can support with non-disclosure agreements (NDAs).
- 5.9 The preparation and negotiation of any IP related agreements, involving the allocation of rights in respect of IP, will be undertaken by a person authorised for this purpose by the Research Office. Staff should not apply for patents or other IPRs in relation to any Disclosable Work, unless written permission is provided by the Research Office.
- 5.10 Staff should not use Disclosable Work for their own commercial purposes, unless written permission is provided by the Research Office.
- 5.11 Subject to the relevant IP provisions of the Academic Contract, unless commissioned by the University will NOT assert its rights over material generated for personal use or IP created within the definition of Scholarly Activity.
- 5.12 If, in the course of employment, a member of staff creates commercially exploitable Disclosable Work (see also 6.3), this must be reported to the Research Office who will assign support for the creator and the project.
- 5.13 In cases where the University owns IP created by a student, the student and the University are entitled to a fair share of any commercial benefit accrued (see also 5.17).
- 5.14 In all cases, ownership of IP created by a student will be subject to the rights of a third party sponsoring the activity in the course of which the Intellectual Property is created.
- 5.15 The University claims the following rights in relation to students' work produced while they are enrolled at the University:
- 5.15.1 to acquire, on fair and reasonable terms, ownership of the material element of any artistic works produced by students, including without limitation, paintings, photographs, sculptures and multi-media works;
- 5.15.2 to reproduce, without fee, artistic works acquired in this way in the University's publications for educational and promotional use, including databases, web-sites, academic publications, exhibition catalogues, leaflets and prospectuses;
- 5.15.3 to borrow, for a reasonable period of time, the material element of any works produced by students, and/or a suitable reproduction of these works, for the purposes of publishing these works in publications by the University and its staff, and/or for the purposes of showing these works to professional statutory bodies for the validation of appropriate degree programmes.
- 5.16 For the avoidance of doubt, the copyright in all artistic works will remain with the student and any reproduction by the University intended for commercial purposes will be subject to an individual licence to be negotiated with the student.

- 5.17 Students who are required to assign IPR to the University will be treated in the same way as members of staff for the purposes of sharing any revenues arising from the commercial exploitation of that IP.
- 5.18 Any right to revenue which may accrue to students who are or were registered at the University and any obligations under the Policy will continue for the duration of the IPR.
- 5.19 In the event of a dispute concerning the student ownership of IP, the matter will be referred to the relevant Head of College. If no agreement is reached, the matter will escalate to the PVC for Knowledge Exchange.

## 6 Commercialisation Process

- 6.1 The Research Office is responsible for managing and arranging commercialisation of IP and Disclosable Works where IP is owned by the University. The standardised process for commercialisation/exploitation for IP at the University is represented in Appendix 2.
- 6.2 If commercially exploitable IP has arisen in the course of any project or other work, staff should notify the Research Office of all IP that he or she believes to be commercially exploitable as early as possible in the research project or other work. This notification is done by means of an Invention Disclosure Form (an example is provided in Appendix 3) which should be completed in conjunction with a representative of the Research Office. However, where the staff member is working on a funded project (research or other), and the University is encouraged or required by the conditions of that grant to commercially exploit that IP, they should, as a matter of good practice, notify the Research Office as soon as possible.
- 6.3 In case of doubt as to whether research or other work is, or may become, commercially exploitable, or otherwise, staff should seek the advice of the Research Office who will work collaboratively to undertake an initial IP and market due diligence analysis to determine the commercial potential of the disclosed work or IP.
- 6.4 The Research Office will promptly acknowledge receipt of the Disclosure. In consultation with the member of staff and their Head of School, the Research Office will determine whether the University has an interest to protect and will take steps to commercially exploit any relevant IPR.
- 6.5 Where the University decides to protect and/or exploit the IP:
  - 6.5.1 Staff should collaborate with the Research Office, to develop an appropriate plan for the protection and commercial exploitation of the IP;
  - 6.5.2 The Research Office, in collaboration with the member of staff, will ensure that third party rights are not knowingly infringed or otherwise compromised in any way through the steps taken; and
  - 6.5.3 The University will, in all cases, retain and protect the right of relevant staff members to use the relevant IP for their academic and strictly non-commercial purposes.
- 6.6 If the University does not wish to pursue the commercialisation of any IP or does not wish to maintain an interest in the IPR, it may assign the relevant IPR to its creator(s), by entering into a written agreement with the creator(s), whilst retaining the right to use the IP for any purpose. This will generally only be agreed by the University where there is clear evidence that the IP provides no other benefit to the University and is not related to other IP in which the University has an interest.
 

The University will not assign its IP if it considers that the commercialisation of the IP could result in harm to the name of the University [or exploitation of the IP would be contrary to its established policies]. If the University agrees to assign the IP, it will nevertheless reserve the right to use it for academic and non-commercial research purposes. Requests for any transfer of rights from the University to another party should be made to the Research Office via the Contracts and Commercialisation Manager in the first instance.
- 6.7 If the University receives revenues from third parties in the exploitation of IP it owns, such staff and/or students named as inventors or contributors on the Invention / Disclosable Work Advice Form, will benefit from the University's Revenue Sharing Scheme set out in Appendix 4 of this Policy.

- 6.8 Cessation of employment, under normal circumstances, is not expected to affect an individual's right to receive a share of revenue under the University's Revenue Sharing Scheme. However, continuation of the revenue share will be at the discretion of the Enterprise Panel.
- 6.9 At the discretion of the University's Enterprise Panel, in the event of death of a relevant staff member or student, payment of a revenue share will normally accrue for the benefit of their estate. The University will use all reasonable endeavours to obtain and maintain up-to-date contact details for such person.
- 6.10 If, despite those attempts, contact is lost for six consecutive months, the University may send notice(s) to the last known address. If a response is received by the University within 30 days of such notice, the University will allocate such person's share to the remaining Staff or relevant students involved (pro rata to their respective entitlements) or, if there are no other persons so entitled, to the College.

## **7 Breach of Policy, Dispute Resolutions and Amendments**

- 7.1 Breach of this Policy will be grounds for disciplinary action, in accordance with the Disciplinary Policy.
- 7.2 The University will consider all avenues available to it, and may take legal action, if necessary, against any person who is bound by this Policy and has, by his or her action or inaction, breached any of these Policies.
- 7.3 Any disputes regarding the ownership of IPR will be handled based on the University's procedures for staff and students in accordance with the Grievance Policy and Students Complaints Procedure, respectively.
- 7.4 In the event of a dispute concerning the ownership of IP, the matter will be referred to the Pro Vice-Chancellor for Knowledge Exchange. If the staff member involved does not agree to this process within 30 days of referral, the Research Office will identify and appoint an independent expert to provide conciliatory dispute resolution services; the expert shall be a barrister specialising in IP law, who will be nominated for this purpose by the Chairman of the General Council of the Bar.
- 7.5 The Pro Vice-Chancellor for Knowledge Exchange will have responsibility for resolving disputes relating to IP exploitation, in circumstances where there is dispute as to the decision of the relevant Head of College. The PVC will review all information regarding the relevant IPRs and the claims made by the parties and will make a decision or recommendation within 60 days of submission of the dispute for consideration and decision.
- 7.6 The Parties may attempt to settle any claim, dispute or controversy arising in connection with this Policy, including without limitation any controversy regarding the interpretation of this Policy, through consultation and negotiation in good faith and a spirit of mutual cooperation. Where such claims or disputes cannot be settled amicably, they may be taken to court.
- 7.7 This IP Policy is governed by and construed in accordance with English Law.
- 7.8 This Policy may be amended from time to time and a review will take place every two (2) years.

## **8 Appendix 1: Description of the main classes of IP**

Intellectual property is a generic name for a number of different rights which arise usually from creative work or which may protect a business (or the University's) name. These can be used to protect the owner or someone authorised by them from competition from third parties – usually either by seeking to exploit the same technical innovation or design, or by copying substantially the work that the creator has carried out; or in the case of trademarks, seeking to benefit from the brand image of the owner.

The stronger forms of protection are usually obtained by registering the right. However, the IP registration process can be very expensive and IP protection costs should not be incurred without appropriate consideration of how such costs will be recovered. Any decisions relating to the registration of IPR, such as making an application for a patent, a registered trademark, or a registered design (including any decisions to continue or discontinue any such application) should be made by the Research Office .



A short description of some of the key IP rights is set out below:

8.1 Confidential information

Except where it qualifies for IPR protection (e.g. copyright, database rights, patents etc.), information will usually only be protected as a business asset if it is kept confidential. Confidential information can relate to any subject matter and be stored in any form (whether hard copy, electronic or even stored in people's minds).

8.2 Copyright

Applies to literary and dramatic works, artistic and musical works, audio and video recordings, broadcasts and cable transmissions. Copyright is also the usual way of protecting software, although some software may be patentable if it is a functional part of an invention. Use of the © mark and owner's name and date is the internationally recognised way of alerting the public to the copyright ownership but the protection (the right to prevent unauthorised copying) exists regardless, arising automatically. It does not need to be applied for and lasts 70 years after the death of the owner. The principal legislation on copyright can be found in the Copyright, Designs and Patents Act 1988.

8.3 Database right

This time-limited (15 years) right arises without registration to protect the compilers of non-original information from losing the benefit of their work through unauthorised copying or re-use. This Policy is subject to the legislation on database rights in the Copyright and Rights in Databases Regulation 1997, the UK Implementation: European Directive 96/9/EC and General Data Protection Regulations (GDPR).

8.4 Design rights

There is automatic time-limited (15 years after it was created or 10 years after it was first sold – whichever is soonest) protection (the right to prevent unauthorised copying) for unregistered designs, provided authorship can be proved, under the Copyright, Designs and Patents Act 1988 and amendments. This design right covers functional shape or configuration.

On registration under the Registered Designs Act 1949, the designer of the new pattern or shape which has aesthetic appeal (can be 2 or 3 dimensional) acquires a monopoly right of commercialisation for a maximum of 25 years from the filing of the application, divided into 5 periods of 5 years.

Unregistered Community Design (UCD) gives its owner the right to prevent unauthorised copying of their design throughout the European Union. It is not a monopoly right and lasts 3 years from the commencement day.

8.5 Domain names

Registering a domain name for Internet use gives a right to use the domain name typically for a period of two years registered with bodies like ICANN and Nominet in the UK. Owners of trademarks can have established rights to domain names.

8.6 Moral rights

All European countries recognise an author's moral rights. There are four: paternity, integrity, false attribution and privacy. These rights relate to the reputation or standing of the Creator in the eyes of fellow human beings. To infringe a moral right involves denigrating or harming the author's reputation. The right of paternity has to be asserted in writing: it is the right to be identified as the author of the work. The right of integrity means the copyright owner has the right to object to derogatory treatment of his/her work. Basically, this means changing it in any way without permission. Moral rights can be waived: by this, the author chooses not to exercise the rights – or they can be bequeathed. They cannot be assigned.

8.7 Patent

A registered patent is a geographically defined legal monopoly right, lasting up to 20 years, to exploit a new commercially valuable invention or process. The basis of the permission to exploit is that the invention's working is disclosed, although patenting is not possible if there has been ANY prior disclosure of the invention governed by the Patents Act (1977) and subsequent amendments.

The latest amendment to the Patents Rules 2007 and Patents (Fees) Rules 2007 took place on 1 October 2014.

8.8 Performing rights

Creators of copyright works have the right to protect the physical form in which those works are created – words on the page, pigment on a canvas, or the clay or metal of a sculpture. Performers such as actors, musicians and dancers also enjoy protection of their performance, especially when recorded on film, video, tape, CD, or in other form. Performing rights may affect the multimedia elements of online courseware, as well as the Creator's copyright in the material itself.

8.9 Plant Breeders Rights (PBR)

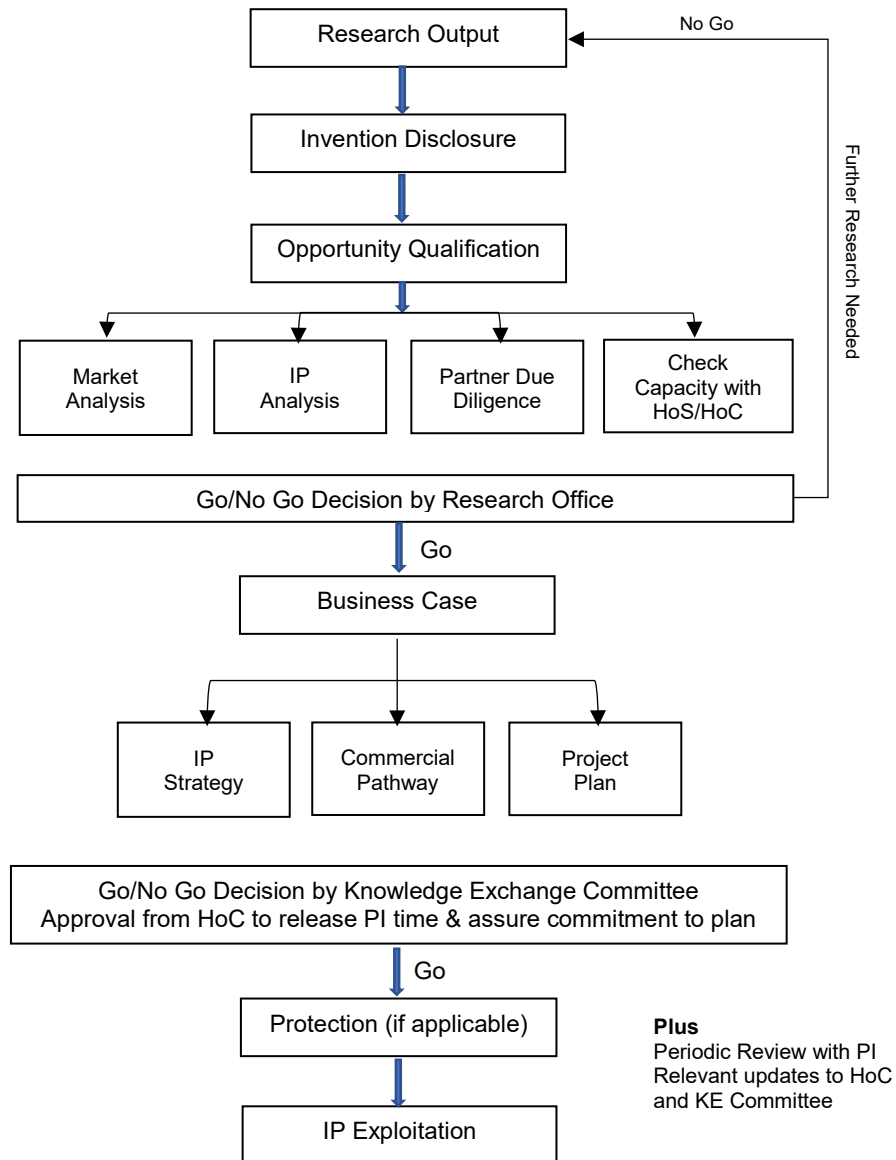
PBR in the UK are administered through the Plant Varieties Act 1997. They give breeders legal rights over any new varieties of plants they have developed.

8.10 Trade Marks

Registering a trademark under the Trade Marks Act 1994, and amendments, gives a monopoly right for the use of graphically distinct trading identification signs. Unregistered trademarks have some protection through court actions against "passing off" (piracy), provided that their use has not lapsed for a period of 5 years.

## 9 Appendix 2: Process Workflow for Exploitation of IP

The schematic below provides an overview of the sequence of activities which supports evaluation, protection and exploitation of intellectual property at the University after the research output is disclosed. Professional expertise and support can be accessed via the Contracts and Commercialisation team within the Research Office .



## 10 Appendix 3: Invention Disclosure Form

Please answer the following questions, either on these pages or on separate sheets and return the completed form to [commercialisation@westminster.ac.uk](mailto:commercialisation@westminster.ac.uk).

### 1. Completed by

Name	
Title/Position	
College/School	

### 2. Descriptive title of the invention/the subject of the Disclosable Work.

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### 3. Who was involved? Please tell us for each individual who contributed, invented or authored (if software):

- a. Their names and whether any are foreign nationals
- b. Who their employer is; are any contracts or arrangements in place?
- c. What they contributed to the development of the technology (e.g. came up with the original idea; designed experiments; carried out experimental work; wrote code)

Name	Nationality	Employer(s)	What did this person contribute?

### 4. Please tell us about your invention or the results in your Disclosable Work:

<ul style="list-style-type: none"><li>• What are the key aspects of your invention/Disclosable Work?</li><li>• What will your invention/the subject of your Disclosable Work be used for?</li><li>• What are the advantages of your invention/the subject of your Disclosable Work and how does it improve on the present situation?</li><li>• What is new about your invention/the subject of your Disclosable Work?</li><li>• How and why does it work? What is your understanding of the invention/the subject of your Disclosable Work?</li><li>• Are there any other uses of the invention/the subject of your Disclosable Work?</li></ul>
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### 5. Are you aware of any organisations who have an interest in the area, e.g. organisations who sponsor research or who attend relevant conferences? If so, please supply the organisation names (and contact details, if you have them).

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6. Do you know of any published literature (including patents) relevant to your invention or Disclosable Work? Have you done any searching for published literature, and if so where? Please provide any details.

7. Please tell us the story of the development of the invention or other Disclosable Work.

- When and where the invention/subject of the Disclosable Work was first conceived?
- When was the invention/subject of the Disclosable Work first reduced to practice?
- What practical work has been done to date on the invention/subject of the Disclosable Work?
- Has the it been tested in the laboratory or has it been used? If so please give results.
- Who did what in the development of the invention or in relation to the Disclosable Work?

8. What are your future plans for developing the technology or Disclosable Work? Do you have funds in place for this work, and what do you think you will achieve in this area in the next 12 months?

9. Who have you told about the invention? When did you do this and where?

10. When did you first describe the invention in writing or electronically? Do lab book records exist, or personal notes? Please provide details.

11. Have you published, verbally, electronically or in writing, anything relevant to the invention, and if so when and what? Please tell us about abstracts, web pages, presentations and posters, as well as any published articles.

12. Do you have plans to publish the work or present the work publicly? If so, what is the timescale and where will the publication/presentation take place? If a draft paper exists, please provide a copy.

13. What is the funding background of the work you have done on the invention or other Disclosable Work? Did you use any equipment, materials, samples, gifts or other in-kind support provided by third parties, or biological materials obtained from humans? If so, please give details; and specifically, if human tissue or other human materials were used, or data was collected from humans (for example in clinical studies) was patient consent obtained? Please provide details.

***For inventions or other Disclosable Works that include software please provide the following additional information.***

14. Please provide the software application name and version number.

**For source code developed by the researchers identified in Question 2 above:**

- What source files were used? Please provide a list.
  - Which programming languages were used?
  - Which development tools were used to create or generate the source files? Please provide a list. What copyright protection notices are included in the source files?
  - For new versions, which source files have been changed, added or removed since the previous version?
  - What documentation or other files are required for others to use, develop and maintain the software? Please provide a list.
  - Please indicate if the source files have been distributed outside the University, and if so, in what form and to whom?
  - Are the source files available as a web download? If so, please provide the download URL and state the terms under which the download is available.

15. For other source files, libraries or externally-owned data that are required to build the software application (external software):

- Please list all external software (files and libraries) used that provide functions required by the application. Which organisation owns each piece of software?
  - How was each piece of software obtained?
  - Please provide details of the license terms, or if it was a standard Open Source license, please provide the name of that license.

#### Appendix 4: Revenue Sharing Scheme

The University will share relevant revenues with Creators involved in producing Disclosable Work where exploitation generates revenues for the University. Payments are made at the University's sole discretion, but the University will normally share revenues in accordance with the table below.

This may be either as a lump sum or as periodic payments over a period of time.

Such revenue to be shared is calculated after deduction of all costs incurred by the University in protecting, exploiting and marketing the Disclosable Work and the IP created in such Work. Any agreements relating to revenue return on seed fund investments by the University will be an allowable deduction.

Where more than one researcher contributes to the creation of the IP, the distribution of their share of the income between themselves will be a matter for them to determine (and to notify in writing to the University through an Invention Contribution Form obtained from the Research Office ). This is except that, where there is failure to agree, the distribution of income shall be prescribed by the PVC for Knowledge Exchange, taking into account each individual's contribution.

##### 10.1 Revenue Shares

<b>Net Revenue</b>	<b>Allocated to Creator/s #</b>	<b>Allocated to the University</b>
Up to £25,000	90%	10%
£25,000 to £75,000	60%	40%
Over £75,000	50%	50%

# Net income paid to an inventor will be subject to income tax and national insurance.