

Policy Title	INTELLECTUAL PROPERTY POLICY
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INTELLECTUAL PROPERTY POLICY

1. INTRODUCTION

1.1. Description

This document sets out the College's Intellectual Property (IP) policy which governs the ownership and management of College IP and College's discretionary Reward to Inventors Scheme and Founders Choice™ IP Spinout Schemes. This policy applies to all College Employees, Associates and students.

Any related queries should be forwarded to the Director of the Research Office.

2. IP OWNERSHIP

2.1. Employees

The Patents Act 1977 and the Copyright, Designs and Patents Act 1988, with any related IP legislation, make it clear that all forms of IP generated by an employee, made in the course of the employee's normal duties, belong to their employer. Hence, as prescribed by law, any IP created by College Employees in the course of their normal duties shall be the property of College.

From time to time College commissions College Employees to carry out projects outside their normal duties. In such cases the College Employees are required to assign the rights to any IP created in the course of the commissioned activities, to College.

Notwithstanding anything to the contrary in this IP policy, the terms of any and all contracts and agreements agreed with external organisations that concern College IP shall prevail.

2.2. Students

Where students generate IP in the course of their study or research they will own that IP in their own right unless one of the following applies:

- (i) they generate IP which is subject to governing terms or an agreement with an external organisation whereby the IP vests with College or a third party;
- (ii) they generate IP which builds upon existing IP generated by College Employees or Associates;
- (iii) they generate IP jointly with College Employees or Associates; or
- (iv) they are, or have the status of, College Employee (in which case they are treated by College and the law as employees).

In the above listed circumstances, students will be required to assign IP to College and, in respect of revenue generated by that IP, the student will be treated on the same basis as College Employees under the Reward to Inventors Scheme.

2.3. Associates

Individuals affiliated to College, who are neither employees nor students, but are "Associates" (for instance Honoraries, Visiting Readers, Senior Research Investigators, Visiting Professors and Visiting Researchers), may be required to assign the rights to any IP they create in the course of their College activities to the College. College may have obligations to organisations which are funding the research in question which it will not be able to honour without such an assignment of rights being in place.

Associates are treated as if they were College Employees for the purposes of revenue sharing. College recognises that, in a limited number of cases (such as Visiting Professors who remain employees of another organisation whilst at College), special arrangements may need to be negotiated regarding the ownership and use of IP which they may generate. Such arrangements will be negotiated on a case-by-

case basis, generally with the individual's employer. Any individual who believes that he or she falls within such a category should contact the Research Office for advice at the earliest opportunity.

2.4. Copyright

In keeping with normal academic custom College generally waives its claim to copyright in teaching materials, textbooks and research publications. In these circumstances, individuals may publish these works to their own benefit. College will automatically receive an implied worldwide royalty-free licence in perpetuity entitling it to use all such materials for the purpose of research and teaching by College itself, in all media. It is the responsibility of the individual to make any publisher, or any other party interested in the publication of such material, aware of this licence.

This discretionary copyright waiver does not extend to works specifically commissioned by College or to other copyright protected works arising from research such as computer software, databases or other copyright materials with commercial potential.

3. COMMERCIALISATION OF IP

The IP of which College claims ownership under section 2 of this policy (College IP) includes: patents; utility models; trade and service marks; trade names; rights in domain names; rights in designs; copyrights; moral rights; topography rights; rights in databases; rights in trade secrets; rights in works created by computer hardware or software owned or operated by College; rights in works created with the aid of College facilities including (by way of example) films, photographs, multimedia works, typographic arrangements, and field and laboratory notebooks; confidential information and know-how; in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world. This policy also extends to rights in chemical or biological materials including (but not limited to) any: organic or inorganic element; nucleotide or nucleotide sequence including DNA and RNA sequences; gene; vector or construct including plasmids, phages or viruses; host organism including bacteria, fungi, algae, protozoa and hybridomas; eukaryotic or prokaryotic cell line or expression system or any development strain or product of that cell line or expression system; protein including any peptide or amino acid sequence, enzyme, antibody or protein conferring targeting properties and any fragment of a protein or a peptide enzyme or antibody; drug or pro-drug; assay or reagent; any other genetic or biological material or micro-organism; data for the derivation of molecular structures including NMR spectra, X Ray diffraction patterns and other primary experimental information, assignments and other calculations required for determination of the structure, and co-ordinates of the derived molecular structure; and transgenic animals.

College is committed to encouraging the commercialisation of College IP by licensing its technologies to companies that would maximise the societal impact of College's research outputs. Where College considers there is potential for commercialisation, it will, where applicable, seek protection of College IP by patenting or other means at its own expense and will also identify and negotiate commercial partnerships. College's wholly owned, commercialisation company, Imperial College Innovations Ltd, secures such protection and the legal arrangements for licensing and spinout formation.

Upon the successful commercialisation of College IP and the generation of a revenue stream, College's discretionary Reward to Inventors Scheme provides for the individuals involved in creating the commercialised IP to be eligible for a share of the revenue.

4. RECORD-KEEPING

All those who may generate IP as part of their work should make and keep clear and accurate records in a retrievable format. This is necessary not only in order to comply with proper research practice but also to support a claim to any IP that arises. All those engaged in research are required to comply with all applicable codes of practice and regulation, including College's Guidelines for Proper Scientific Conduct in Research.

5. CONFIDENTIALITY

It is a condition of employment or affiliation that individuals must familiarise themselves with and preserve the confidentiality of sensitive information which is made available to them during the course of their work. All confidential information received under Confidential Disclosure Agreements (CDAs) or

Research Contracts must be treated in confidence and can only be disclosed to those individuals who need access to the information as stated in the agreement or contract, provided they too observe the confidentiality obligations.

Individuals are advised that any non-confidential disclosures of IP generated during the course of College activities may prejudice future programmes of research, and/or commercial opportunities, such as a non-confidential disclosure of information pertaining to a patent application made prior to that application being submitted.

Individuals are requested to notify their Faculties' Industry Partnership and Commercialisation (IPC) Team, as soon as possible, if they are concerned about inadvertent disclosure.

6. COLLEGE'S NAME AND LOGOS

The responsibility for overseeing the use of College's name and logo lies with the College Secretary, as detailed in the Financial Regulations Part 1.

7. EXTERNAL ENGAGEMENTS

College Employees may work outside College subject to the College's External Interests Policy published on HR's Procedures webpage.

8. INTERPRETATION

In the event of any disagreement between an individual and College concerning any of the matters contained in this policy which cannot be resolved by discussion, the dispute may be referred by either the said individual or College to the Director of the Research Office.

This policy may be subject to change from time to time.