



Intellectual Property (IP) Policy

Liverpool Hope University

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1. Introduction

1.1 What is Intellectual Property?

Intellectual Property (IP) refers to creations of the mind and the rights that may arise in them. It can include inventions, research results, software, databases, literary and artistic works, teaching materials, designs, processes, know-how, trade marks, names and other creative or innovative outputs. IP can have academic, social and commercial value and may be protected, licensed, assigned or otherwise used in accordance with law and contract.

Some intellectual property rights arise automatically, while others require registration. For example, copyright and certain unregistered design rights generally arise automatically when the relevant work is created, whereas patents, registered designs and registered trade marks require an application and registration process. The availability, scope and duration of protection will depend on the type of IP and the circumstances in which it was created.

1.2 Purpose

The purpose of this Policy is to set out Liverpool Hope University's approach to the ownership, identification, protection, management and commercialisation of IP created by staff, students and others working with the University. It is intended to provide a clear and proportionate framework that supports research, innovation, teaching and knowledge exchange while recognising the legitimate interests of creators, the University and third parties.

1.3 Aims

The University seeks to:

- Support an environment in which creativity, scholarship, research and innovation are encouraged and appropriately protected.
- Provide clarity and transparency about ownership and use of IP.
- Recognise the contributions of staff, students and other creators.
- Enable IP with development or commercial potential to be identified and managed effectively.
- Share the benefits of commercialisation fairly where appropriate.
- Balance the interests of creators, the University, research funders, collaborators and wider society.

1.4 Scope

This Policy applies to IP created in connection with the University by:

- All registered students of Liverpool Hope University.
- All University employees, whether full-time or part-time and whether academic or professional services staff.
- Individuals with honorary, visiting or emeritus status, where the terms of their appointment or a separate agreement make this Policy applicable.
- Seconded, contractors, consultants, interns and other non-employees where an agreement with the University makes this Policy applicable.
- Any person who assigns IP to the University or is otherwise contractually required to deal with IP in accordance with this Policy.

Where a grant, contract, collaboration agreement, studentship agreement, placement agreement, consultancy agreement, material transfer agreement or other legally binding arrangement contains specific IP provisions, those provisions will take precedence to the extent of any inconsistency with this Policy.

1.5 Key definitions

Term	Meaning
Creator	A person who creates IP, whether alone or jointly with others. This may include an inventor, author, designer, software developer, performer or other person whose creative or inventive contribution gives rise to IP rights.
Commercialisation	The development, licensing, assignment, sale or other exploitation of IP with the intention of creating financial or other material value, including through a spin-out company.
Dual status	A situation in which a person is both a student and an employee of the University. IP created in the course of employment is dealt with under the staff provisions of this Policy; IP created solely in the capacity of student is dealt with under the student provisions.
Incidental use	Limited use of ordinary University resources that does not make a material contribution to the creation or development of the IP. Examples include normal access to library resources, email, standard IT equipment and ordinary study or office space.
Intellectual Property / IP	Creative or innovative outputs in which intellectual property rights may arise, including patentable and non-patentable inventions, copyright works, software, databases, registered and unregistered designs, trade marks, know-how, trade secrets and other rights recognised by law.
Joint creation	IP created through material creative or inventive contributions from two or more people. Joint creation does not arise merely because a person supervised, administered or facilitated a project.
Scholarly works	Academic works created in the furtherance of scholarship and dissemination of knowledge, such as books, journal articles, conference papers, scholarly presentations and artistic works, but excluding teaching and programme materials and any work specifically commissioned by the University.

Term	Meaning
Staff	For the purposes of this Policy, an employee of the University. Other categories of individuals, including contractors, secondees, visiting or honorary appointees, are dealt with according to the terms of their appointment or agreement with the University. People Services should be consulted where employment status is unclear.
Student	A person registered on a programme of study at the University, including undergraduate, postgraduate taught and postgraduate research students.
Teaching and programme materials	Materials produced primarily for the delivery, support, assessment or administration of a University programme or module, whether face-to-face, online or blended. This includes lecture notes, slides, handouts, course guides, online learning materials, assessment materials, programme documentation and similar resources.
Third party	Any person or organisation other than the University, its employees or its students.
University resources	University funds, specialist facilities, laboratories, workshops, studios, equipment, consumables, specialist software, significant technical or staff support, research funding, and the University's name or branding when used to support the development or commercialisation of IP.

2. Ownership of IP

IP ownership depends on the legal and contractual relationship between the creator, the University, any employer, funder or collaborator, and the nature of the IP. This section sets out the University's normal position; specific contractual arrangements may alter that position.

2.1 Students

As a general rule, students are not employees and therefore normally own IP that they create solely in the course of their studies, including their thesis or dissertation, subject to the exceptions below. The University may require an assignment or other written agreement where this is necessary to clarify ownership or meet contractual obligations.

The University may claim ownership of, or require assignment of, student-created IP where:

- The IP arises from a project specifically funded or commissioned by the University on terms that provide for University ownership.

- The student has made more than incidental use of University resources in creating the IP.
- The IP arises from a sponsored studentship, research contract, placement, collaborative project, material transfer agreement, confidentiality agreement or other arrangement with a third party that affects ownership.
- The student has entered into a written agreement assigning the relevant IP to the University.
- The student's work makes a material creative or inventive contribution to IP that is jointly created with University staff, or builds upon pre-existing University IP in a way that requires rights to be brought together for protection, use or commercialisation.
- The student is working with University staff and the student-created IP is necessary to enable the effective use, protection or commercialisation of the wider technology or project output.

Students who are also employed by the University will be treated as employees in relation to IP created in the course of that employment. Their student status does not, by itself, alter the normal position for employee-created IP.

Where student IP is jointly created with staff or must be assigned to the University, the IP Assignment Process at Appendix A will apply. The University will seek to handle any assignment transparently and proportionately, with appropriate recognition of the student's contribution and, where applicable, consideration under the University's commercialisation and revenue-sharing arrangements.

2.2 Staff

In accordance with applicable UK law, IP created by an employee in the course of their employment will normally belong to the University. Whether particular IP was created in the course of employment will depend on the individual's role, duties, contractual terms and the circumstances in which the IP was created.

IP created by an employee outside the course of their employment will normally belong to the employee where it has been created independently and with no more than incidental use of University resources, unless a contract or other legal obligation provides otherwise.

Where IP is created under a research grant, consultancy, collaboration or other agreement with a third party, ownership will be determined by the relevant agreement. Staff must not enter into commitments concerning University IP without appropriate University authority.

2.3 Non-employees of the University (other than students)

Any third party engaged by the University to undertake work that may generate IP should have a written agreement in place which addresses IP ownership, use and, where appropriate, assignment. This may include consultants, contractors, secondees, visiting or honorary researchers and retired members of staff who continue to undertake University-related work.

The relevant School or service area should seek advice from People Services and the PVC Research Office before work begins where the status of an individual or the proposed IP arrangements are unclear. The agreement should be proportionate to the activity and should be approved through the University's normal contracting arrangements.

2.4 Incidental use of University resources

Incidental use means limited use of ordinary University resources that does not materially contribute to the creation or development of the IP. More substantial use of University resources - for example specialist laboratories, equipment, software, research funding, dedicated technical support or significant staff time - may affect ownership and should be considered on the facts of the case.

If a student or member of staff is unsure whether their use of University resources is incidental or more than incidental, they should first discuss the matter with their Head of School. Where further guidance is

required, the Head of School should refer the matter to the PVC Research Office. Any formal determination will be recorded in writing.

3. Rights in relation to IP

Ownership of IP and permission to use IP are separate matters. The University will use written licences or agreements where these are needed to enable a creator or the University to use IP owned by another party. No blanket licence is created solely by this Policy where the law or relevant contractual arrangements require a separate agreement.

Where IP belongs to the University, the University may protect, manage, license, assign or commercialise it, subject to applicable law, contractual obligations and this Policy. Creators may use University-owned IP for their normal University academic duties where such use is authorised by the University, but must obtain written permission before using it for external commercial purposes.

3.1 Teaching and programme materials

Teaching and programme materials created by staff in the course of their employment, whether for face-to-face, online or blended delivery, will normally belong to the University. This reflects the University's need to maintain and deliver its programmes consistently across different modes of study and over time.

No additional revenue share arises merely because teaching materials are used on a University programme, including an online programme. Where the University separately commercialises teaching or programme materials outside its normal programme delivery, it may agree a creator payment or revenue share on a case-by-case basis through the process set out in Section 5.

3.2 Scholarly works

The University does not normally claim copyright in scholarly works created by staff or students, such as books, journal articles, conference papers and artistic works. Such works will normally belong to the individual creator, except where third-party obligations apply, where the work incorporates University-owned IP, or where the work has been formally commissioned by the University under a specific written agreement or contract.

Nothing in this clause prevents the University from requiring deposit, reporting or other use of scholarly outputs where this is required by law, contract, funder terms or another University policy.

3.3 Performances

Where a student performance is recorded as part of teaching, learning or assessment, the University may record and use that performance for those internal, non-commercial purposes, provided the student has been informed of the recording and its intended use. A recording will not be used for external publicity, public broadcast or other commercial purposes without separate consent or another lawful basis.

Where moral or performers' rights apply, the University will respect those rights in accordance with law. This includes identifying the performer where appropriate and not knowingly subjecting a performance or recording to derogatory treatment. Any waiver or wider consent required for a particular activity should be obtained in writing.

4. Duties of creators

All creators must:

- Notify the PVC Research Office as early as reasonably practicable where, in the course of their University duties or studies, they create IP that is novel, original, important or may have commercial or developmental potential.
- Maintain clear and accurate records of relevant research, development and creative activity sufficient to identify what was created, by whom and when.
- Keep confidential, and not disclose to unauthorised parties, confidential information, research results, data, trade secrets or other material where disclosure could prejudice protection, contractual obligations or commercial value.
- Report actual or potential conflicts of interest promptly in accordance with the University's Declaration of Interests Policy, including any proposal to exploit University-owned IP during or after their association with the University.
- Make themselves aware of any relevant grant, contract, collaboration or other agreement affecting their work and seek clarification from the PVC Research Office where required.
- Provide reasonable assistance with identifying, protecting, assigning or commercialising IP, including signing documents reasonably required to give effect to agreed ownership arrangements.
- Ensure, through the appropriate University route, that suitable agreements are in place before sharing confidential information or undertaking work with external hosts, funders or collaborators where IP may arise.

Tutors, supervisors, Associate Deans, Heads of School and other staff who become aware of IP with possible commercial or developmental potential should also alert the PVC Research Office so that advice can be provided at an early stage.

These duties continue, where relevant, after a person leaves the University in relation to IP created while they were subject to this Policy and in relation to continuing confidentiality or contractual obligations.

5. Commercialisation and revenue sharing

The University, through the PVC Research Office, will support proportionate consideration of opportunities to develop or commercialise IP. Commercialisation may include licensing, assignment, sale, collaborative development or the creation of a spin-out company.

Where commercialisation is pursued, the terms will be documented in writing. The University will take account of the nature of the IP, the contribution of the creator(s), the University's financial and non-financial contribution, protection and development costs, third-party rights, funder obligations, market conditions and the risks assumed by the University.

Any creator revenue share will be determined on a case-by-case basis and approved by the University Executive Board (UEB), or by another University body or officer to which UEB has formally delegated that authority. The decision and its basis will be recorded in writing. The University does not guarantee that a creator will receive a revenue share in every case.

Where there is more than one creator, any creator share will normally be apportioned having regard to the relative creative or inventive contributions of the creators. Equal division may be used where the creators agree that their contributions were equivalent. Any agreement should be recorded in writing before distributions are made.

Before any distribution, the University may deduct direct and reasonable costs associated with protection, development and commercialisation, together with any sums due to third parties or required by contract. The University's retained share will normally be used to support research, innovation, knowledge exchange and future IP development.

If the University decides not to pursue or maintain protection or commercialisation of particular IP, it may, at its discretion, offer to assign or license its interest to the creator(s) on terms to be agreed, taking account of any third-party obligations and costs already incurred.

6. Spin-out companies

A spin-out company is a new legal entity established to develop or commercialise IP associated with the University. Spin-outs will only be considered where this is an appropriate and proportionate route for the particular opportunity.

Any equity, licence, royalty, investment or other financial arrangement involving a spin-out will be negotiated case by case and must be approved by UEB, or by another University body or officer to which UEB has formally delegated that authority. In determining the arrangement, the University will take account of the IP contributed, the roles of the founders, the University's financial and non-financial support, external investment, future development needs and relevant third-party obligations.

No fixed equity percentage is created by this Policy. Any proposed staff participation in a spin-out must also comply with the University's conflict of interest, outside work and other relevant employment requirements.

A spin-out may use University premises, facilities, equipment, staff time or branding only under an appropriate written agreement, such as a licence to occupy, facilities agreement, service agreement or licence of IP.

7. Respecting the rights of others

Staff and students must respect third-party IP and must not knowingly or recklessly infringe the rights of others. Before using third-party material, they should ensure that the use is permitted by law, by an applicable licence, by contractual terms or by the written permission of the rights-holder.

Where there is uncertainty about the use of third-party IP, advice should be sought before the material is used or disclosed. Suspected infringement of University IP, or allegations that the University may be infringing third-party IP, must be reported promptly to the PVC Research Office so that appropriate advice and action can be taken.

8. Confidentiality, personal data and data protection

IP, confidential information and personal data are distinct legal concepts and must be managed accordingly. Where personal data is included within, associated with or forms part of material in which IP rights arise, that personal data must be handled in accordance with applicable data protection law and University policy.

The grant, assignment, transfer, licensing, publication, sharing or commercialisation of IP does not, of itself, authorise the use, disclosure or processing of personal data contained within or associated with that IP. Any such processing must have an appropriate lawful basis and comply with the University's data protection requirements.

Confidential information must be protected in accordance with contractual obligations, applicable law and University policy. Early public disclosure may prevent or weaken certain forms of IP protection, particularly patent protection, and creators should seek advice from the PVC Research Office before disclosing potentially protectable IP externally.

9. Dispute resolution

The University will seek to resolve disputes about IP fairly, promptly and at the lowest appropriate level. A person raising a dispute should provide relevant information and supporting documents so that the matter can be considered properly.

1. Stage 1 - Initial consideration. The matter should normally be raised with the Research and Innovation Facilitator, who will seek to clarify the issue and, where possible, facilitate an informal

resolution. Where the Facilitator has a conflict of interest or has been materially involved in the matter, another appropriate officer will be appointed.

2. Stage 2 - PVC Research review. If the matter is not resolved, it will be referred to the PVC Research for a written determination. The PVC Research may seek advice from Legal Services, People Services, Finance or external advisers as appropriate.
3. Stage 3 - Independent review. If the dispute remains unresolved, it may be referred to the Deputy Vice-Chancellor or nominee, who may determine the matter or convene an independent IP Panel. No person who made the Stage 1 or Stage 2 decision may determine the Stage 3 review.

Where an IP Panel is convened, it will comprise an odd number of members with appropriate expertise and no material prior involvement in the dispute. The parties will be given a reasonable opportunity to provide written evidence and to explain their position. The decision at Stage 3 will be final within the University, subject to any rights available under law or contract.

10. Social responsibility

The University will not knowingly support or commercialise IP in a manner that is inconsistent with its values, legal obligations or ethical standards, or that would create unacceptable reputational risk. In considering opportunities, the University may also take account of potential public benefit, responsible innovation, sustainability and access to socially valuable outcomes.

11. Breach of policy

A breach of this Policy may lead to action under the University's relevant disciplinary, student conduct, contractual or other procedures and, where necessary, legal action. The response will be proportionate to the seriousness and circumstances of the breach.

12. Key personnel and support

Role	Responsibility
PVC Research	Policy owner and senior University lead for IP. Oversees institutional decisions on IP and may refer matters to UEB or other University officers as required.
Research and Innovation Facilitator	First point of contact for advice on IP identification, disclosure, ownership, protection and commercialisation.
Research Officer, PVC Research Office	Provides administrative and procedural support, maintains records and supports communication and follow-up.
Associate Deans and Heads of School	Provide local academic leadership and are the first point of discussion for questions about incidental use of resources or locally arising IP issues.
People Services	Advises where employment status, staff contractual terms or employee obligations are

Role	Responsibility
	relevant.
Legal Services / Governance	Provides legal and governance advice as required, particularly in relation to contracts, disputes and institutional approvals.

Contact details for the PVC Research Office should be maintained on the University intranet and relevant policy pages so that the Policy does not become outdated when individual post-holders change.

13. Policy review

This Policy will be reviewed at least every three years, or earlier where required by changes in law, University structures, research activity or sector practice. The PVC Research is responsible for initiating review, with consultation and approval through the University's normal governance arrangements. During the first implementation period, an earlier review may be undertaken if operational experience indicates that amendments are needed.

Appendix A: IP Assignment Process

This Appendix applies where a student, staff member or other individual holds rights that need to be assigned to the University to clarify ownership, comply with a contract, protect pre-existing University IP or enable effective protection, development or commercialisation.

Principles

- **Transparency** - All parties should be informed as early as practicable where an assignment may be required and why.
- **Fairness** - An assignment should recognise the creator's contribution and should not be sought more widely than is reasonably necessary.
- **Proportionality** - The scope of the assignment should reflect the needs of the project, contractual obligations and the rights that genuinely need to be transferred.
- **Independent advice** - A person asked to assign IP may seek independent advice before signing, normally at their own cost unless otherwise agreed.

Process

- The matter should be referred to the PVC Research Office as soon as a possible need for assignment is identified.
- The PVC Research Office will review the circumstances, taking legal or contractual advice where appropriate, and confirm whether an assignment is required.
- Where assignment is required, an appropriate written IP Assignment Agreement will be prepared. The agreement should identify the relevant IP, the rights being assigned, any continuing rights of the creator and any agreed commercial or revenue-sharing provisions.
- The agreement will be explained to the person being asked to assign the IP, and sufficient time will be allowed for questions or independent advice.
- Once executed, the assignment will be retained with the relevant University records and taken into account in any subsequent protection, licensing or commercialisation activity.