

ANNEXES TO THE INTELLECTUAL PROPERTY AND COMMERCIAL PARTNERING POLICY 2024

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ANNEX 1

General Provisions

1. INTRODUCTION

- 1.1 UK government and UK funders are increasingly requiring UK universities to engage with real world challenges and to make the Outputs created by staff and students at the University available to benefit society. This requires each UK university to consider which Outputs its employees and students create and how the UK university is managing these Outputs. Diagram 1 shows examples of the different types of Outputs that staff and students at the University will typically create.

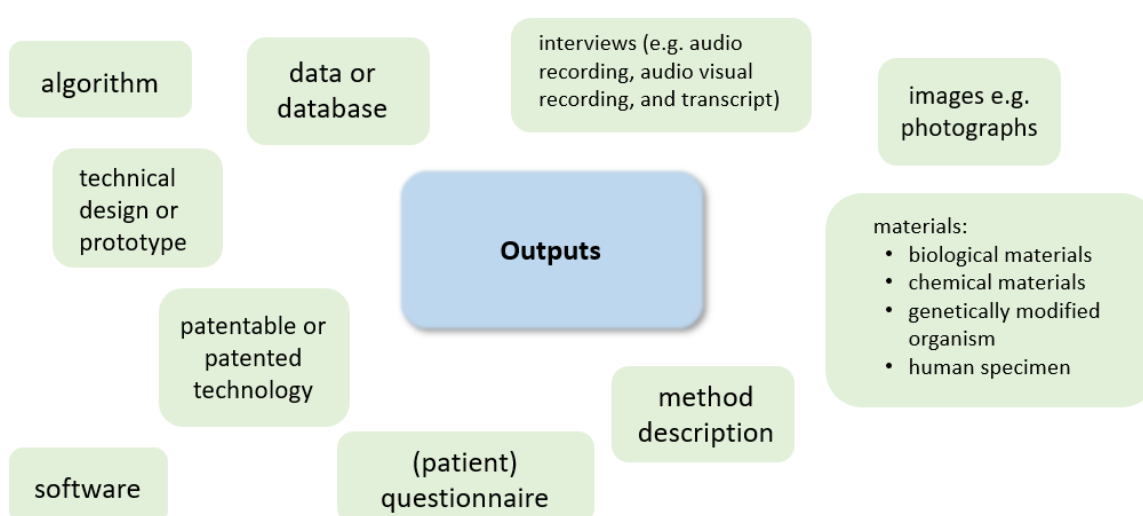


Diagram 1: different types of Outputs that staff and students at the University will typically create

- 1.2 The University's 2024 Intellectual Property and Commercial Partnering Policy sets out i) whether or not the University owns or does not own certain Outputs which individuals associated with the University create, ii) why the University is obliged, where possible, to allow a third party to Commercialise a University Output via a Commercial Partnering Arrangement, and iii) clarify that all individuals associated with the University need to reduce the chances that Third Party Output is not infringed.
- 1.3 These Annexes provide a detailed record of how the University's Intellectual Property and Commercial Partnering Policy should be implemented, for example, by requiring Employees to take certain steps before allowing an Academic Visitor or an Undergraduate Student to contribute to a University Project.
- 1.4 To keep the guidance simple and accessible:
- 1.4.1 The term "Output" is used to encompass all types of IP
- 1.4.2 These Annexes have been written as if the relevant Output has been created by one individual.

In reality an Output is usually created by more than one individual and is, as a result, often co-owned. If this situation applies then any reference to “ownership” of an Output in these Annexes must be read as “ownership of a share” of the Output.

- 1.5 These Annexes also set out the University’s approach to the Protection of a University Output and if and how the University will share the financial rewards it receives from any Commercial Partnering Arrangement.
- 1.6 When reading these Annexes, it is important to take note of **Annex 2 (Glossary)** as capitalised terms used in these Annexes are defined there, unless otherwise specified.
- 1.7 These Annexes are effective from 1st January 2021.
- 1.8 These Annexes are living documents and may be subject to change by the Research and Knowledge Exchange Committee.
- 1.9 If any individual associated with the University (whether he or she is an Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, University of London Student, or otherwise) has any question on the interpretation, or current status, of these Annexes he or she may address this question to the Director of Research and Innovation.
- 1.10 If any individual associated with the University (whether he or she is Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, University of London Student, or otherwise) has any question about who owns (or co-owns) any particular Output he or she may address this question to the Director of Research and Innovation. If the individual associated with the University (whether he or she is the Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, University of London Student, or otherwise) disagrees with the Director of Research and Innovation’s decision, then the matter shall be dealt with in accordance with section 7 (Dispute Procedure).
- 1.11 Questions about any Output which was created by individual associated with the University (whether he or she was an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, University of London Student, or otherwise) whether alone or together with any other Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, University of London Student, or a Third Party at before these Annexes applied will be dealt with by the Director of Research and Innovation on a case-by-case basis. If the individual associated with the University (whether he or she is Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, University of London Student, or otherwise) disagrees with the Director of Research and Innovation’s decision, then the matter shall be dealt with in accordance with section 7 (Dispute Procedure).

2. OWNERSHIP OF AN OUTPUT

A key aspect of managing Outputs is understanding who owns each Output. Diagram 2 shows that as a rule the University will own an Output created by an Employee, a Postgraduate Student or a Supplier. Sections 2.1 to 2.3 explain the ownership of an Output created by an Employee, a Postgraduate Student or a Supplier in detail.

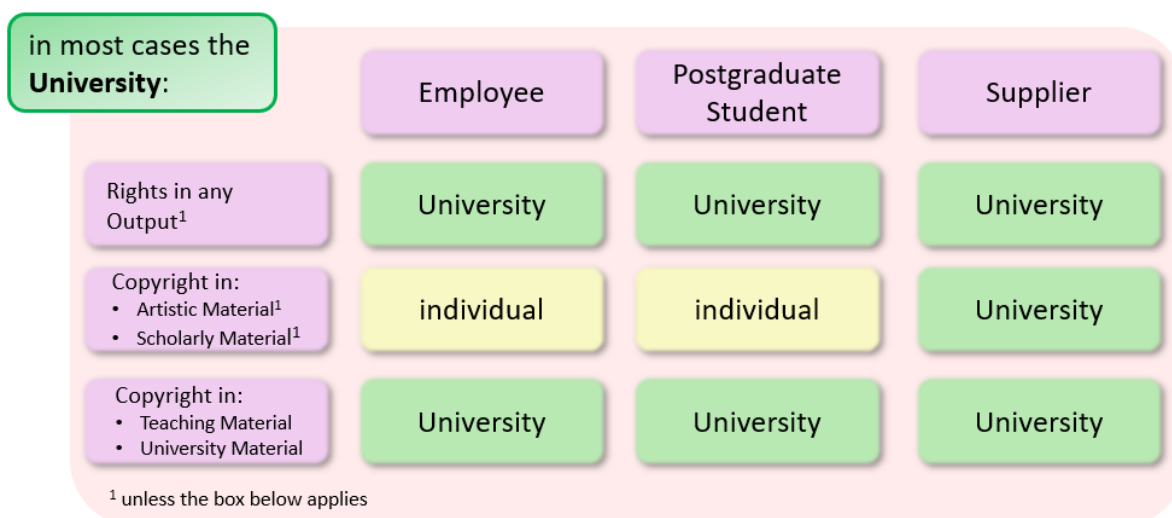


Diagram 2: ownership of an Output created by an Employee, Postgraduate Student or Supplier

2.1 Ownership of an Output created by an Employee

2.1.1 Save as set out in section 2.1.2, an Output created by an Employee (including a full-time or part-time employee on a permanent contract, a full-time or part-time employee on a fixed term contract, or a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of London Student where he or she is also an Employee because he or she is on a permanent contract, fixed term contract or sessional contract) will belong to the University as follows:

2.1.1.1 as a matter of law in the United Kingdom, the rights in things an employee creates in the course of his or her employment belongs to his or her employer which means for the University, that the rights in an Output created by an Employee in the course of his or her employment or duties will automatically belong to the University;

2.1.1.2 if an Employee creates an Output outside the course of his or her employment or duties, with more than Incidental Use of University Resources, then, by doing so, he or she agrees to assign the Output to the University and will do so upon the University's request; and

2.1.1.3 if an Employee creates an Output in the course of, or pursuant to, a research agreement or other agreement with a Third Party, the Output will initially belong to the University and then, depending on the terms of the relevant agreement, to the University or the Third Party.

2.1.2 The University will not usually own:

2.1.2.1 an Output created by an Employee outside the course of his or her employment or duties, for example, as is the case for a private consultancy; or

2.1.2.2 copyright in an Artistic Material or a Scholarly Material (see section 3.1 and section 3.2, respectively, of these Annexes for further details).

2.1.3 No formal assignment of a University Output from the Employee to the University is generally required as the assignment takes place through statutory provisions as set out in section 2.1.1.1. It is noted that the University's employment contracts do not include a clause about

intellectual property as the University is relying on the statutory provisions as set out in section 2.1.1.1. Nonetheless, the University may require an Employee to sign a confirmatory assignment for any University Output he or she created and, if necessary, a separate assignment for any territory where it is not possible to assign a future Output.

- 2.1.4 Each Employee acknowledges that the provisions of sections 4 to 6 (which include the obligation to disclose a potentially Commercialisable University Output as set out in section 4.8) apply to any University Output.
- 2.1.5 If an Employee is unsure whether a particular Output he or she has created is a University Output, the Employee must assume that it is and make a disclosure to the University. This includes an Employee who is employed by the University on a part-time basis needing to i) disclose an Output which is potentially commercial value to the University even if the Employee believes that the Output does not belong to the University, and ii) follow the exceptions process set out in section 6.13 (Exception Procedure) to ask the University to clarify whether or not the Output is a University Output. For the avoidance of doubt, the Employee must have followed the process set out in section 6.13 (Exception Procedure) before filing (or allowing to be filed) a patent application which covers an Output created by the Employee or any Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student the Employee is responsible for and failure to do so may be a disciplinary offence.
- 2.1.6 If an Employee disputes that a particular University Output belongs to the University in accordance with section 2.1.1 or if an Employee does not assign his or her rights in a University Output to the University in accordance with section 2.1.3, then the University may, amongst other things:
 - 2.1.6.1 withdraw the Employee from the project or research programme; or
 - 2.1.6.2 request that the Employees ceases to use University Resources outside the course of his or her employment or duties.
- 2.1.7 An Employee may need to work at home or at a Third Party's premises as part of his/her regular duties. Where this is the case, this is referred to as "working away" (rather than a secondment) for the purpose of these Annexes and sections 2.1.1 to 2.1.6 apply in the same way as if the Employee were working at the University's premises.
- 2.1.8 An Employee may be asked to become an academic visitor with a Third Party. The default arrangement where an Employee is an academic visitor with a Third Party is that the University owns any Outputs created by the Employee whilst he or she is an academic visitor with the Third Party. For the avoidance of doubt, "academic visitor" in the context of this section means any situation where an Employee visits a Third Party for more than five working days other than as set out under section 2.1.7 (honorary academic appointment) or under section 2.1.8 (secondment). Before an Employee becomes an academic visitor with a Third Party, the Employee shall ask his or her Authoriser for permission indicating whether or not the default arrangement will apply. In the event that the Employee or the Third Party request that the non-standard arrangement (i.e. the Third Party will own the Outputs which the Employee creates whilst he or she is an academic visitor) applies, the Employee shall also explain to his or her Authoriser why the non-default arrangement is fair. If the Authoriser agrees that the Employee may assume such a role and the proposed arrangement is appropriate, the Authoriser shall confirm this to the Employee. The Employee shall then ensure that he or she has an email from the Third Party confirming the arrangement. In the event that the Third Party insists that an

academic visitor agreement is signed this will need to be signed by the Executive Dean who will need to check whether a legal review by Legal Services is required under the Contracts Legal Review Process.

- 2.1.9 An Employee may be offered an honorary academic appointment with a Third Party. The default arrangement where an Employee has an honorary academic appointment with a Third Party is that the University owns any Outputs created by the Employee whilst he or she acts under his or her honorary academic appointment with the Third Party. Before an Employee accepts an honorary appointment, the Employee shall ask his or her Authoriser for permission indicating whether or not the default arrangement will apply. In the event that the Employee or the Third Party requests that the non-standard arrangement (i.e. the Third Party will own the Outputs which the Employee creates whilst he or she acts under the honorary appointment) applies, the Employee shall also explain to his or her Authoriser why the non-default arrangement is fair. If the Authoriser agrees that the Employee may accept the honorary academic appointment and the proposed arrangement is appropriate, the Authoriser shall confirm this to the Employee. The Employee shall then ensure that he or she has an email from the Third Party confirming the arrangement. In the event that the Third Party insists that an agreement confirming the honorary academic appointment is signed this will need to be signed by the Executive Dean who will need to check whether a legal review by Legal Services is required under the Contracts Legal Review Process.
- 2.1.10 An Employee may be asked to become seconded to a Third Party so that the Employee would in practise work for the Third Party for a fixed period or percentage of time in return for the Third Party reimbursing a portion of the Employee's salary to the University. The default arrangement where an Employee is seconded to a Third Party, is that the Third Party owns any Outputs which the Employee creates during the secondment. Before an Employee becomes seconded, the Employee shall ask his or her Authoriser for permission indicating whether or not the default arrangement will apply. In the event that the Employee or the Third Party request that the non-standard arrangement (i.e. the University will own the Outputs which the Employee creates whilst he or she is seconded) applies, the Employee shall also explain to his or her Authoriser why the non-default arrangement is fair. If the Authoriser agrees that the Employee may assume such a role and the proposed arrangement is appropriate, the Authoriser shall confirm this to the Employee and Human Resources together with an indication of who will own the Outputs. Human Resources shall then ensure that an agreement is put in place, between the University and the Third Party to define (amongst other things) who will own the Outputs created by the Employee whilst he or she is seconded to the Third Party.
- 2.1.11 An Employee must sign any document that the University reasonably requests the Employee to sign to ensure that rights in any University Output, as set out in these Annexes, either remain with, or are assigned to, the University.
- 2.1.12 In the event that another Employee, a Postgraduate Student, or an Academic Visitor wishes an Employee to assign an Output the Employee creates (whether this is a University Output or otherwise) to an Employee, Postgraduate Student, Academic Visitor, or any third party, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 6.13 (Exception Procedure). Failure to follow this process may be a disciplinary offence on the part of the party wishing to take assignment of the relevant Output.

2.2 Ownership of an Output created by a Postgraduate Student

- 2.2.1 Save as set out in section 2.2.2, an Output created by a Postgraduate Student will belong to the University as follows:
- 2.2.1.1 rights in an Output created by a Postgraduate Student in the course of his or her postgraduate studies will belong to the University;
 - 2.2.1.2 if a Postgraduate Student creates an Output outside the course of his or her postgraduate studies, with more than Incidental Use of University Resources, then, by doing so, he or she agrees to assign the Output to the University and will do so upon the University's request; and
 - 2.2.1.3 if a Postgraduate Student creates an Output in the course of, or pursuant to, a research agreement or other agreement with a Third Party, the Output will initially belong to the University and then, depending on the terms of the relevant agreement, to the University or the Third Party.
- 2.2.2 The University will not usually own:
- 2.2.2.1 an Output created by a Postgraduate Student outside the course of his or her postgraduate studies; or
 - 2.2.2.2 copyright in an Artistic Material or a Scholarly Material (see section 3.1 and section 3.2, respectively, of these Annexes for further details).
- 2.2.3 The University requires each Postgraduate Student to assign any Outputs he or she will create in the course of his or her postgraduate studies upon enrolment to the University. In addition, the University may require a Postgraduate Student to sign a confirmatory assignment for any University Output he or she created and, if necessary, a separate assignment for any territory where it is not possible to assign a future Output.
- 2.2.4 Each Postgraduate Student acknowledges that the provisions of sections 4 to 7 (which include the obligation to disclose a potentially Commercialisable University Output as set out in section 4.8) apply to any University Output.
- 2.2.5 If a Postgraduate Student is unsure whether a particular Output he or she has created is a University Output, the Postgraduate Student must assume that it is and make a disclosure to the University. This includes a Post-Graduate who works part-time for another party, himself or herself needing to i) disclose an Output which is potentially commercial value to the University even if the Post-Graduate Student believe that the Output does not belong to the University, and ii) follow the exceptions process set out in section 6.13 (Exception Procedure) to ask the University to clarify whether or not the Output is a University Output. For the avoidance of doubt, the Postgraduate Student must have followed the process set out in section 6.13 (Exception Procedure) before filing (or allowing to be filed) a patent application which covers an Output created by the Postgraduate Student and failure to do so may be a disciplinary offence.
- 2.2.6 If a Postgraduate Student does not assign his or her rights in a University Output to the University in accordance with section 2.2.3, then the University may, amongst other things:
- 2.2.6.1 withdraw the Postgraduate Student from the project or research programme (whether this is a (co-)funded studentship or otherwise); or
 - 2.2.6.2 request that the Postgraduate Student ceases to use University Resources outside the

course of his or her postgraduate studies.

- 2.2.7 A Postgraduate Student may need to work at home or at a Third Party's premises as part of his/her studies. Where this is the case, this is referred to as "working away" (rather than a placement) for the purpose of these Annexes and sections 2.2.1 to 2.2.6 apply in the same way as if the Postgraduate Student was carrying out his/her studies at the University's premises.
- 2.2.8 A Postgraduate Student may be asked to become an academic visitor with a Third Party. The default arrangement where a Postgraduate Student is an academic visitor with a Third Party is that the University owns any Outputs created by the Postgraduate Student whilst he or she is an academic visitor with the Third Party. For the avoidance of doubt, "academic visitor" in the context of this section means any situation where a Postgraduate Student visits a Third Party for more than five working days other than as set out under section 2.2.7 (honorary academic appointment) or under section 2.2.8 (placement). Before a Postgraduate Student becomes an academic visitor with a Third Party, the Postgraduate Student shall ask his or her Academic Supervisor for permission indicating whether or not the default arrangement will apply. In the event that the Postgraduate Student or the Third Party request that the non-standard arrangement (i.e. the Third Party will own the Outputs which the Postgraduate Student creates whilst he or she is an academic visitor) applies, the Postgraduate Student shall also explain to his or her Academic Supervisor why the non-default arrangement is fair. If the Academic Supervisor agrees that the Postgraduate Student may assume such a role and the proposed arrangement is appropriate, the Academic Supervisor shall confirm this to the Postgraduate Student and the Doctoral School. The Postgraduate Student shall then ensure that he or she has an email from the Third Party confirming the arrangement. In the event that the Third Party insists that an academic visitor agreement is signed this will need to be signed by the Executive Dean who will need to check whether a legal review by Legal Services is required under the Contracts Legal Review Process.
- 2.2.9 A Postgraduate Student may be offered an honorary academic appointment with a Third Party. The default arrangement where a Postgraduate Student has an honorary academic appointment with a Third Party is that the University owns any Outputs created by the Postgraduate Student whilst he or she acts under his or her honorary academic appointment with the Third Party. Before a Postgraduate Student accepts an honorary appointment, the Postgraduate Student shall ask his or her Academic Supervisor for permission indicating whether or not the default arrangement will apply. In the event that the Postgraduate Student or the Third Party requests that the non-standard arrangement (i.e. the Third Party will own the Outputs which the Postgraduate Student creates whilst he or she acts under the honorary appointment) applies, the Postgraduate Student shall also explain to his or her Academic Supervisor why the non-default arrangement is fair. If the Academic Supervisor agrees that the Postgraduate Student may accept the honorary academic appointment and the proposed arrangement is appropriate, the Academic Supervisor shall confirm this to the Postgraduate Student. The Postgraduate Student shall then ensure that he or she has an email from the Third Party confirming the arrangement. In the event that the Third Party insists that an agreement confirming the honorary academic appointment is signed this will need to be signed by the Executive Dean who will need to check whether a legal review by Legal Services is required under the Contracts Legal Review Process.
- 2.2.10 A Postgraduate Student may be asked to have a placement with a Third Party. The default arrangement where a Postgraduate Student has a placement with a Third Party, is that the University owns any Outputs which the Postgraduate Student creates during the placement.

Before a Postgraduate Student accepts the placement, the Postgraduate Student shall ask his or her Academic Supervisor for permission indicating whether or not the default arrangement will apply. In the event that the Postgraduate Student or the Third Party request that the non-standard arrangement (i.e. the Third Party will own the Outputs which the Postgraduate Student creates during the placement) applies, the Postgraduate Student shall also explain to his or her Academic Supervisor why the non-default arrangement is fair. If the Academic Supervisor agrees that the Postgraduate Student accept the placement and the proposed arrangement is appropriate, the Academic Supervisor shall confirm this to the Postgraduate Student and the Doctoral School together with an indication of who will own the Outputs. The Doctoral School shall then ensure that an agreement is put in place, between the University and the Third Party to define (amongst other things) who will own the Outputs created by the Postgraduate Student during the placement with the Third Party.

- 2.2.11 A Postgraduate Student must sign any document that the University reasonably requests the Postgraduate Student to sign to ensure that rights in any University Output, as set out in these Annexes, either remain with, or are assigned to, the University.
- 2.2.12 In the event that an Employee, another Postgraduate Student, or an Academic Visitor wishes a Postgraduate Student to assign an Output the Postgraduate Student creates (whether this is a University Output or otherwise) to an Employee, Postgraduate Student, Academic Visitor, or any third party, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 6.13 (Exception Procedure). Failure to follow this process may be a disciplinary offence on the part of the party wishing to take assignment of the relevant Output.

2.3 Ownership of an Output created by a Supplier

- 2.3.1 Save as set out in section 2.3.2, it is the expectation of the University and the Funder, if any, that an Output created by a Supplier will belong to the University. Suppliers are normally paid via a purchase order which refers to the University's standard purchase order terms.
- 2.3.2 In the event that an Employee, a Postgraduate Student, or Academic Visitor believes that the Supplier (rather than the University) should own any Output which the Supplier will create, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 6.13 (Exception Procedure).
- 2.3.3 In the event that an Employee, a Postgraduate Student, or Academic Visitor wishes a Supplier to assign an Output the Supplier creates (whether this is a University Output or otherwise) to an Employee, Postgraduate Student, Academic Visitor, or any third party, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 6.13 (Exception Procedure). Failure to follow this process may be a disciplinary offence on the part of the party wishing to take assignment of the relevant Output.

Diagram 3 shows that as a rule the individual will own an Output created by an Academic Visitor, an Undergraduate Student or a University of London Student. Sections 2.4 to 2.6 explain the ownership of an Output created by an Academic Visitor, an Undergraduate Student or a University of London Student in detail.

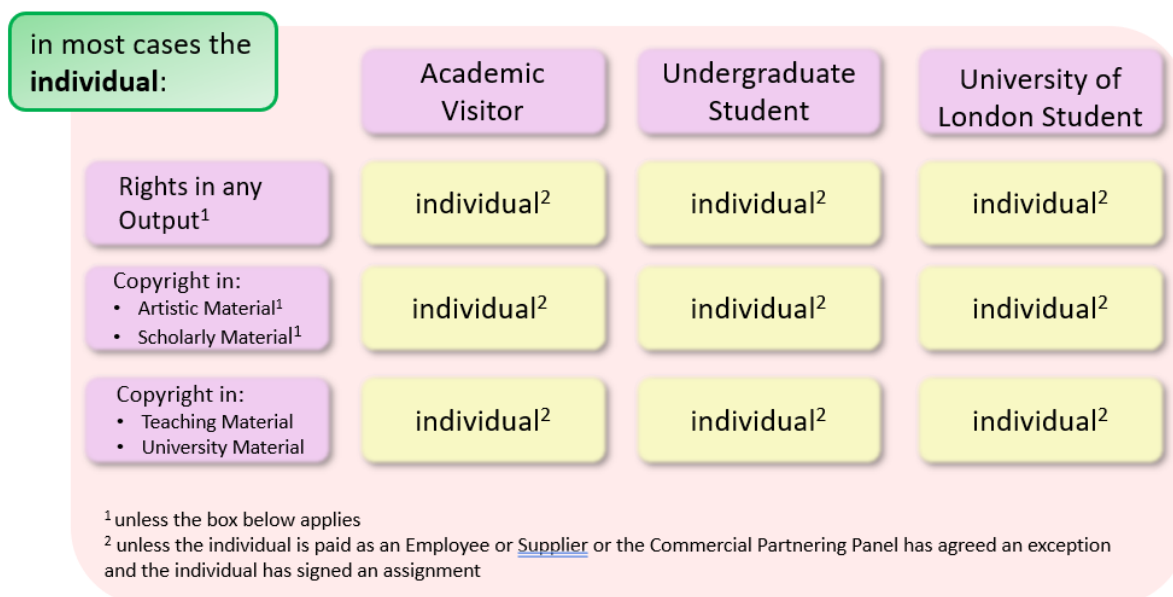


Diagram 3: ownership of an Output created by an Academic Visitor, an Undergraduate Student or a University of London Student

2.4 Ownership of an Output created by an Academic Visitor

- 2.4.1 Save as set out in sections 2.4.2 and 2.4.3, an Academic Visitor (or his or her employer) will own an Output that he or she creates whilst he or she is an Academic Visitor. For the purposes of these Annexes, an honorary member of staff is classed as an Academic Visitor.
- 2.4.2 If an Academic Visitor is also an Employee (whether part time or otherwise), any Output he or she creates as an Employee is subject to section 2.1 of these Annexes.
- 2.4.3 Additionally, an Output created by an Academic Visitor whilst he or she is an Academic Visitor will belong to the University if the Host (as set out in section 2.4.4) allows:
- 2.4.3.1 the Academic Visitor to participate in a University Project; or
 - 2.4.3.2 the Academic Visitor to contribute to, create, or use any Teaching Material or University Material.
- 2.4.4 If the circumstances set out in sections 2.4.3.1 or 2.4.3.2 apply, the Host shall:
- 2.5.4.1 inform the Academic Visitor about the need for him or her to assign the Output before the Academic Visitor starts any work; and
 - 2.5.4.2 ask Research Contracts to put the necessary agreement in place to ensure that any Output which the Academic Visitor will create is assigned to the University.
- 2.4.5 For the avoidance of doubt, no Postgraduate Student or Academic Visitor may host an Academic Visitor.
- 2.4.6 If a circumstance set out in sections 2.4.3.1 or 2.4.3.2 applies, the University requires each affected Academic Visitor to assign any Output he or she will create as a result of the acts set out in section 2.4.3 to the University. In addition, the University may require the Academic

Visitor to sign a confirmatory assignment for any University Output he or she created and, if necessary, a separate assignment for any territory where it is not possible to assign a future Output.

2.4.7 Each Academic Visitor acknowledges that the provisions of sections 4 to 7 (which include the obligation to disclose a potentially Commercialisable University Output as set out in section 4.8) apply to any University Output. If an Academic Visitor is unsure whether a particular Output he or she has created is a University Output, the Academic Visitor should discuss this with his or her Host.

2.4.8 If a circumstance set out in sections 2.4.3.1 or 2.4.3.2 applies and the affected Academic Visitor does not assign his or her rights in a University Output to the University in accordance with section 2.4.6, then the University may, amongst other things:

2.4.8.1 withdraw the Academic Visitor from the University Project; or

2.4.8.2 request that the Academic Visitor ceases to contribute to, create, or use any Teaching Material or University Material.

2.4.9 In the event that an Employee, a Postgraduate Student, or another Academic Visitor wishes an Academic Visitor to assign an Output the Academic Visitor creates (whether this is a University Output or otherwise) to an Employee, Postgraduate Student, Academic Visitor, or any third party, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 6.13 (Exception Procedure). Failure to follow this process may be a disciplinary offence on the part of the party wishing to take assignment of the relevant Output.

2.5 Ownership of an Output created by an Undergraduate Student

2.5.1 Save as set out in sections 2.5.2 and 2.5.3, an Undergraduate Student will own an Output that he or she creates whilst he or she is an Undergraduate Student. This includes an Output which an Undergraduate Student creates in his or her final year project unless any of the circumstances as set out in section 2.5.3 apply.

2.5.2 If an Undergraduate Student is also an Employee (whether part time or otherwise), any Output he or she creates as an Employee is subject to section 2.1 of these Annexes.

2.5.3 Additionally, an Output created by an Undergraduate Student whilst he or she is an Undergraduate Student will belong to the University if an Employee allows:

2.5.3.1 the Undergraduate Student to participate in a University Project; or

2.5.3.2 the Undergraduate Student to contribute to, create, or use any Teaching Material or University Material.

2.5.4 If the circumstances set out in sections 2.5.3.1 or 2.5.3.2 apply, the Employee shall:

2.5.4.1 inform the Undergraduate Student about the need for him or her to assign the Output before the Undergraduate Student starts any work; and

2.5.4.2 ask Research Contracts to put the necessary agreement in place to ensure that any Output which the Undergraduate Student will create is assigned to the University.

2.5.5 For the avoidance of doubt, no Postgraduate Student or Academic Visitor may allow an

Undergraduate Student to carry out the acts set out in section 2.5.3.

- 2.5.6 If a circumstance set out in sections 2.5.3.1 or 2.5.3.2 applies, the University requires each affected Undergraduate Student to assign any Output he or she will create as a result of the acts set out in section 2.5.3 to the University. In addition, the University may require the Undergraduate Student to sign a confirmatory assignment for any University Output he or she created and, if necessary, a separate assignment for any territory where it is not possible to assign a future Output.
- 2.5.7 Each Undergraduate Student acknowledges that the provisions of sections 4 to 7 (which include the obligation to disclose a potentially Commercialisable University Output as set out in section 4.8) apply to any University Output. If an Undergraduate Student is unsure whether a particular Output he or she has created is a University Output, the Undergraduate Student must discuss this with the Employee who allowed the Undergraduate Student to carry out an act set out in section 2.5.3.1 or 2.5.3.2.
- 2.5.8 If a circumstance set out in sections 2.5.3.1 or 2.5.3.2 applies and the affected Undergraduate Student does not assign his or her rights in a University Output to the University in accordance with section 2.5.6, then the University may, amongst other things:
 - 2.5.8.1 withdraw the Undergraduate Student from the University Project; or
 - 2.5.8.2 request that the Undergraduate Student ceases to contribute to, create, or use any Teaching Material or University Material.
- 2.5.9 Each Undergraduate Student grants to the University an irrevocable, non-exclusive, royalty-free, worldwide licence, with the right to sub-license, to use any Undergraduate Student Output which he or she created in the course of his or her Undergraduate Student studies for administrative, promotional, and teaching purposes upon creation of the relevant Output and for as long as the relevant Output remains in existence.
- 2.5.10 In the event that an Employee, a Postgraduate Student, or an Academic Visitor wishes an Undergraduate Student to assign an Output the Undergraduate Student creates (whether this is a University Output or otherwise) to an Employee, Postgraduate Student, Academic Visitor, or any third party, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 6.13 (Exception Procedure). Failure to follow this process may be a disciplinary offence on the part of the party wishing to take assignment of the relevant Output.
- 2.6 **Ownership of an Output created by a University of London Student**
 - 2.6.1 Save as set out in sections 2.6.2 and 2.6.3, a University of London Student (or in many case his/her employer if his/her employer is funding the University of London Student) will own the Output that he or she creates whilst he or she is a University of London Student. This includes an Output which a University of London Student creates in his or her research project unless any of the circumstances as set out in section 2.6.3 apply.
 - 2.6.2 If a University of London Student is also an Employee (whether part time or otherwise), any Output he or she creates as an Employee is subject to section 2.1 of these Annexes.
 - 2.6.3 Additionally, an Output created by a University of London Student whilst he or she is a University of London Student will belong to the University if an Employee allows:

- 2.6.3.1 the University of London Student to participate in a University Project; or
- 2.6.3.2 the University of London Student to contribute to, create, or use any Teaching Material or University Material.
- 2.6.4 If the circumstances set out in sections 2.6.3.1 or 2.6.3.2 apply, the Employee shall:
 - 2.6.4.1 inform the University of London Student about the need for him or her to assign the Output before the University of London Student starts any work; and
 - 2.6.4.2 ask Research Contracts to put the necessary agreement in place to ensure that any Output which the University of London Student will create is assigned to the University.
- 2.6.5 For the avoidance of doubt, no Postgraduate Student or Academic Visitor may allow a University of London Student to carry out the acts set out in section 2.6.3.
- 2.6.6 If a circumstance set out in sections 2.6.3.1 or 2.6.3.2 applies, the University requires each affected University of London Student to assign any Output he or she will create as a result of the acts set out in section 6.3 to the University. In addition, the University may require the University of London Student to sign a confirmatory assignment for any University Output he or she created and, if necessary, a separate assignment for any territory where it is not possible to assign a future Output.
- 2.6.7 Each University of London Student acknowledges that the provisions of sections 4 to 7 (which include the obligation to disclose a potentially Commercialisable University Output as set out in section 4.8) apply to any University Output. If a University of London Student is unsure whether a particular Output he or she has created is a University Output, the University of London Student must discuss this with the Employee who allowed the University of London Student to carry out an act set out in section 2.6.3.1 or 2.6.3.2.
- 2.6.8 If a circumstance set out in sections 2.6.3.1 or 2.6.3.2 applies and the affected University of London Student does not assign his or her rights in a University Output to the University in accordance with section 2.5.6, then the University may, amongst other things:
 - 2.6.8.1 withdraw the University of London Student from the University Project; or
 - 2.6.8.2 request that the University of London Student ceases to contribute to, create, or use any Teaching Material or University Material.
- 2.6.9 Each University of London Student grants to the University an irrevocable, non-exclusive, royalty-free, worldwide licence, with the right to sub-license, to use any University of London Student Output which he or she created in the course of his or her University of London Student studies for administrative, promotional, and teaching purposes upon creation of the relevant Output and for as long as the relevant Output remains in existence.
- 2.6.10 In the event that an Employee, a Postgraduate Student, or an Academic Visitor wishes a University of London Student to assign an Output the University of London Student creates (whether this is a University Output or otherwise) to an Employee, Postgraduate Student, Academic Visitor, or any third party, the relevant Employee, Postgraduate Student, or Academic Visitor must follow the process set out in section 6.13 (Exception Procedure). Failure to follow this process may be a disciplinary offence on the part of the party wishing to take assignment of the relevant Output.

3. SPECIAL TYPES OF OUTPUTS

Most Outputs created at or for the University in the context of a research project will be “regular Outputs” and belong to the University. However, there are some special types of Outputs which may not belong to the University. Diagram 4 sets out some Outputs which are “regular Outputs” and some Outputs which are a special type of Output.

	Examples of Outputs	Who owns outputs
“regular Outputs”	<ul style="list-style-type: none">• technical design• software• patentable technology	<ul style="list-style-type: none">• the University if created by an Employee, a Postgraduate Student or a Supplier• the individual if created by an Academic Visitor, an Undergraduate Student or a University of London Student
Artistic Material	<ul style="list-style-type: none">• artistic photograph• novel• music lyrics	<ul style="list-style-type: none">• the University if created by a Supplier• the individual if created by an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student or a University of London Student
Scholarly Material	<ul style="list-style-type: none">• journal article• conference paper• thesis	<ul style="list-style-type: none">• the University if created by a Supplier• the individual if created by an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student or a University of London Student
Teaching Material	<ul style="list-style-type: none">• course guide• course handout• lecture recording	<ul style="list-style-type: none">• the University if created by an Employee, a Postgraduate Student or a Supplier• the individual if created by an Academic Visitor, an Undergraduate Student or a University of London Student
University Material	<ul style="list-style-type: none">• marketing material• employee handbook• paper for an internal committee	<ul style="list-style-type: none">• the University if created by an Employee, a Postgraduate Student or a Supplier• the individual if created by an Academic Visitor, an Undergraduate Student or a University of London Student

Diagram 4: examples of Outputs that are “regular Outputs” or a special type of Output

3.1 Artistic Material

3.1.1 Subject to the relevant Employee or Postgraduate Student complying with the remainder of this section 3.1, the University waives its right to own the copyright in an Artistic Material, which means that the copyright in an Artistic Material is owned by the Employee or Postgraduate Student who created the Artistic Material, except:

3.1.1.1 where such copyright has been created with more than Incidental Use of University Resources;

3.1.1.2 where such copyright has been created in the course of, or pursuant to, a research agreement or other agreement with a Third Party;

3.1.1.3 in relation to any item which is a Teaching Material or a University Material; and

3.1.1.4 where publication of the Artistic Material in question might bring the University into disrepute.

3.1.2 For the avoidance of doubt, the University does not waive any other right the University may have in the Artistic Material.

- 3.1.3 Each Employee and each Postgraduate Student grants to the University an irrevocable, non-exclusive, royalty- free, worldwide licence, with the right to sub-license, to use the copyright in his or her Artistic Material for administrative, promotional, teaching, and research purposes upon creation of the relevant Output and for as long as the relevant Output remains in existence.

3.2 **Scholarly Material**

- 3.2.1 Subject to the relevant Employee or Postgraduate Student complying with the remainder of this section 3.2, the University waives its right to own the copyright in a Scholarly Material, which means that the copyright in a Scholarly Material is owned by the Employee or Postgraduate Student who created the Scholarly Material, except:

3.2.1.1 where such copyright has been created with more than Incidental Use of University Resources;

3.2.1.2 where such copyright has been created in the course of, or pursuant to, a research agreement or other agreement with a Third Party;

3.2.1.3 in relation to any item which is a Teaching Material or a University Material; and

3.2.1.4 where publication of the Scholarly Material in question might bring the University into disrepute.

- 3.2.2 For the avoidance of doubt, the University does not waive any other right the University may have in the Scholarly Material. For example, if an Employee writes a journal article which includes data or a questionnaire, the copyright in the journal article belongs to the Employee but the rights to the data and the questionnaire belong to the University.

- 3.2.3 Each Employee and each Postgraduate Student grants to the University an irrevocable, non-exclusive, royalty- free, worldwide licence, with the right to sub-license, to use the copyright in his or her Scholarly Material for administrative, promotional, research, and teaching purposes upon creation of the relevant Output and for as long as the relevant Output remains in existence.

3.3 **Teaching Material**

- 3.3.1 Each Employee and each Postgraduate Student shall declare to the University, on or before the start of his or her employment or postgraduate studies, any Teaching Material that he or she intends to bring with him or her for use at the University which he or she has already created and confirm the basis of his or her ongoing rights to use this Teaching Material.

- 3.3.2 If a circumstance set out in section 2.4.3.2 or section 2.5.3.2 applies, each affected Academic Visitor, each affected Undergraduate Student, and each affected University of London Student shall declare to the University, on or before the start of his or her visit or studies, any Teaching Material that he or she intends to bring with him or her for use at the University which he or she has already created and confirm the basis of his or her ongoing rights to use this Teaching Material.

- 3.3.3 The declarations set out in sections 3.3.1 and 3.3.2 must be made by completing a **Teaching Material Declaration Form**.

- 3.3.4 The University will own any Teaching Material created by an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of London Student.

- 3.3.5 With respect to the Teaching Material set out in section 3.3.4, the University is free to:
- 3.3.5.1 Commercialise any such Teaching Material as it sees fit (whether for financial gain or not),
 - 3.3.5.2 licence or assign any such Teaching Material to Third Parties, and/or
 - 3.3.5.3 merge any such Teaching Material with other material created within the University or elsewhere.
- 3.3.6 With respect to the Teaching Material set out in section 3.3.4 which the University chooses to Commercialise, the University will not share any Net Income with the Originator(s).
- 3.3.7 Save as set out in section 3.3.8, the University grants to each former Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, and University of London Student who is an Originator a non-exclusive, royalty- free, worldwide licence to use any Teaching Material created by him or her for non-commercial teaching or research purposes.
- 3.3.8 Where the Teaching Material was created by a former Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student jointly with another Originator whose Teaching Material belongs to the University, then the University will need to obtain consent from each other Originator before the University can grant such a licence.
- 3.3.9 The licence granted under section 3.3.7 or section 3.3.8 above will not continue if, for example, the use of the Teaching Material may or does:
- 3.3.9.1 damage the University's Commercialisation of the Teaching Material; and/or
 - 3.3.9.2 prejudice in any way the interests of the University.
- 3.3.10 If an Originator (or his or her future employer) wishes to use any Teaching Material that he or she created (whether on his or her own or jointly with others whose Teaching Material belongs to the University) for commercial purposes (whether for profit or otherwise), the Originator (or his or her future employer) must enter into negotiations with the University.
- 3.3.11 In the case of disagreement over these negotiations, section 7 (Dispute Procedure) shall apply. Neither the former Employee nor his or her new employer is permitted to Commercialise the Teaching Material without the express written permission of the University.
- 3.4 University Material**
- 3.4.1 Contrary to sections 3.3.1 and 3.3.2 (which relate to Teaching Material), it is not expected that an Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student will bring any University Material that he or she already created to the University. However, should this be the case the affected Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student should contact the relevant Head of School to discuss whether this is appropriate. If the relevant Head of School deems this to be appropriate he or she should contact Legal Services to discuss the required follow up before any such University Material are used.
- 3.4.2 The University will own any University Material created by an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of London Student.
- 3.4.3 With respect to the University Material set out in section 3.4.2, the University is free to:
- 3.4.3.1 Commercialise any such University Material as it sees fit (whether for financial gain or not),

- 3.4.3.2 licence or assign any such University Material to Third Parties, and/or
- 3.4.3.3 merge any such University Material with other material created within the University or elsewhere.
- 3.4.4 With respect to the University Material set out in section 3.4.2 which the University chooses to Commercialise, the University will not share any Net Income with the Originator(s).
- 3.4.5 In the event that an Originator ceases to be employed by, enrolled at, or have visitor status at the University and the Originator (or his or her future employer) wishes to use any University Material that the Originator created (whether on his or her own or jointly with others whose University Material belongs to the University whilst employed by, enrolled at, or under visitor status at the University) for any purpose (whether for profit or otherwise), the Originator (or his or her future employer) must enter into negotiations with the University.
- 3.4.6 In the case of disagreement over these negotiations, section 7 (Dispute Procedure) shall apply. Neither the Originator nor his or her new employer is permitted to use the University Material for any purpose (whether for profit or otherwise) without the express written permission of the University.

4. GENERAL REQUIREMENTS

4.1 Opportunities to partner with a Third Party

- 4.1.1 UK government and UK funders are increasingly requiring UK universities to engage with real world challenges and to make the Outputs created by staff and students at the University available to benefit society. One way of achieving this is to Collaborate with a commercial company or a non-profit organisation. Diagram 5 shows the different opportunities for Employees to Collaborate with a commercial company or a non-profit organisation.

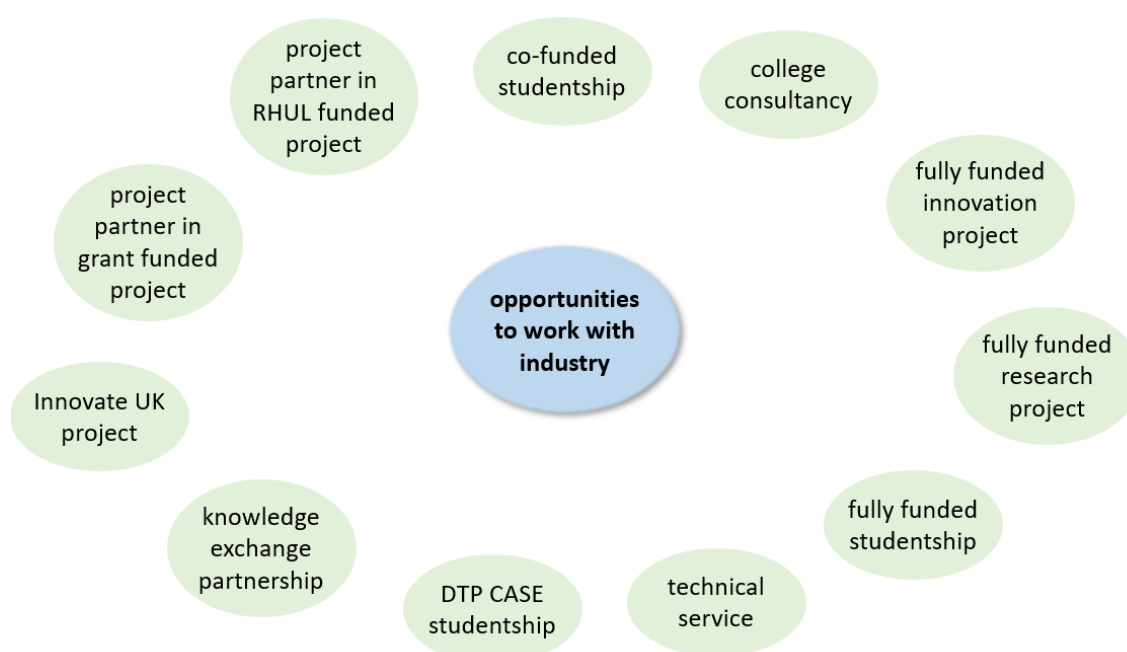


Diagram 5: different opportunities for Employees to Collaborate with a commercial company or a non-profit organisation

- 4.1.2 Knowledge Exchange can provide more information about each opportunity to Collaborate and can assist an Employee to explore which opportunity would work best in a particular situation.
- 4.1.3 Diagram 6 highlights the fact that every Collaboration is different and that one aspect of a Collaboration is to understand each party's financial contribution to the project and/or the Collaboration.

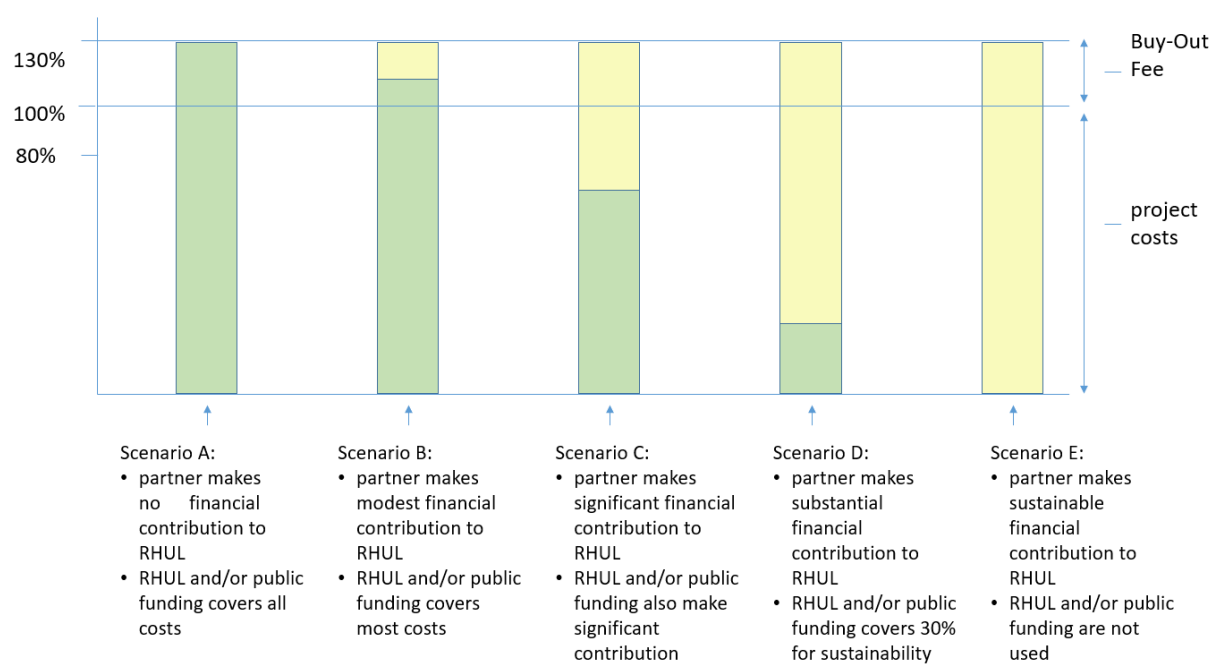


Diagram 6: Public funding and/or RHUL's financial contribution as shown in green and the partner's financial contribution as shown in yellow in different Collaborations

- 4.1.4 Another aspect of a Collaboration is to understand who will own each Output and whether it makes sense for the University to offer a time-limited option to a commercial partner.
- 4.1.5 Knowledge Exchange can advise on how to structure a Collaboration to ensure the Collaboration is in line with the Pricing Policy and to increase the chances that one or more Third Party/ies can at a later date Commercialise the Outputs which will result from the Collaboration.
- 4.1.5 Diagram 7 highlights the concept of a "two stage" deal which Knowledge Exchange regularly propose for Innovate UK funded projects. The first stage of the deal can be seen on the left side of Diagram 7 and represents the Collaboration. Innovate UK funds most of the Collaboration and the partner does not make a payment to the University. However, the University grants a time-limited option to any University Output to the partner to increase the chance that the University will receive a payment from the partner as set out in section 4.1.6 after the end of the Collaboration. It is important to remember that the University may not offer any University Output to another partner before the "option period" expires.

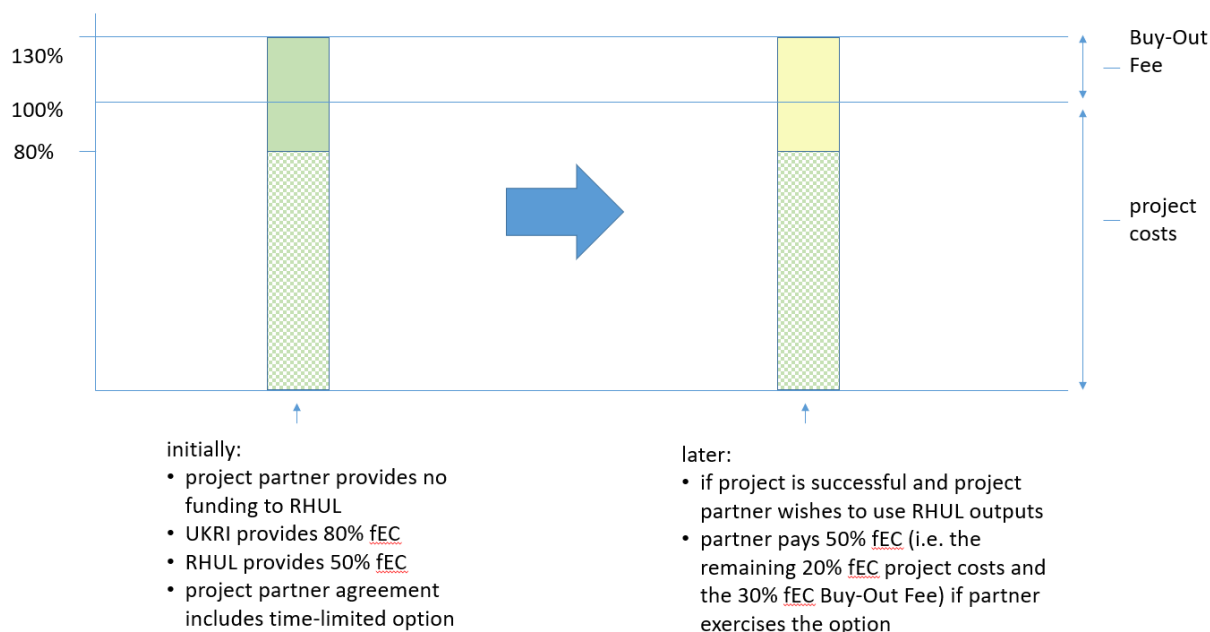


Diagram 7: Public funding as shown in light green, RHUL's financial contribution as shown in green and the partner's financial contribution as shown in yellow in a "two stage" deal for an Innovate UK funded project

4.1.6 The second stage of the deal can be seen on the right side of Diagram 7. This represents the period after the Collaboration. If the project was successful and the partner decides within the "option period" that the partner would like to use one or more University Outputs, the University and the partner will put in place a Licence to allow the partner to use the University Output(s) in return for a one-off payment or Royalty.

4.1.7 It is noted that the partner may decide during the "option period" that the partner does not wish to use any University Output and that the partner is free to come to this decision. Where this is the case, the University may then offer the University Output to another partner after the expiry of the "option period". The University will then follow its normal process for negotiating a Licence.

4.1.8 **Annex 3 (Considerations when planning a Collaboration)** shows other examples of how a Collaboration can be structured to ensure the Collaboration is in line with the Pricing Policy and to increase the chance that one or more Third Party/ies can at a later date Commercialise the Outputs which will result from the Collaboration.

4.2 Responsibility for a University Output

4.2.1 It is the responsibility of each Employee to inform Research Contracts when an agreement is required to cover or has been received which relates to a University Output (including any agreement which includes an obligation of confidentiality or a publication approval process).

4.2.2 It is the responsibility of each Postgraduate Student to inform his or her Academic Supervisor and the responsibility of each Academic Visitor to inform his or her Host when an agreement is required to cover or has been received which relates to a University Output (including any agreement which includes an obligation of confidentiality or a publication approval process).

- 4.2.3 Where an Employee permits an Academic Visitor, an Undergraduate Student or a University of London Student to work on a University Project as set out in section 2.4.3, section 2.5.3 and section 2.6.3, respectively, the Employee (rather than the Academic Visitor, the Undergraduate Student or the University of London Student) is responsible for ensuring that these Annexes are followed and that the Academic Visitor, the Undergraduate Student or the University of London Student, as the case may be, signs an appropriate agreement before working on the University Project.
- 4.2.4 Each Postgraduate Student and Academic Visitor acknowledges that he or she is not permitted to ask an Undergraduate Student or a University of London Student to participate in a University Project.
- 4.2.5 The Director of Research and Innovation or his or her delegate is the legal signatory for any agreement which relates to a University Output.
- 4.2.6 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student acknowledges that he or she may not i) personally enter into any agreement which affects any University Output, ii) allow a third party to enter into any agreement which affects any University Output, iii) Protect any University Output (whether in the name of the University or otherwise), or iv) allow a third party to Protect any University Output (whether in the name of the University or otherwise); and acknowledges that failure to observe these rules can be a disciplinary offence.
- 4.2.7 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student acknowledges that he or she must inform the Director of Research and Innovation if he or she becomes aware that he or she i) did personally enter into an agreement which affects a University Output, ii) allowed a third party to enter into any agreement which affects a University Output, iii) Protected a University Output (whether in the name of the University or otherwise), or iv) allowed a third party to Protect a University Output (whether in the name of the University or otherwise).

4.3 **Responsibility for an Output other than a University Output**

- 4.3.1 Once an Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student who has created an Output which is not a University Output has verified that the Output is not a University Output, that Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student, as the case may be, may himself or herself negotiate an agreement related to the Output and the information in **Annex 7 (Managing a copyright protected work which is not a University Output)** is relevant.
- 4.3.2 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student is responsible for ensuring that the licences to the University as set out in section 2.5.8 (licence to an Undergraduate Student Output), section 2.6.8 (licence to a University of London Student Output), section 3.1.3 (licence to an Artistic Material) and section 3.2.3 (licence to a Scholarly Material) are respected in any agreement with respect to any Output which is not a University Output that he or she agrees to.
- 4.3.3 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student agrees upon request of the Director of Research and Innovation to share any agreement he or she has negotiated or signed which relates to an Output which is not a

University Output with the University.

- 4.3.4 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student may offer to assign an Output which belongs to him or her to the University so this Output becomes a University Output and becomes the responsibility of the University. Any such offer shall be made to the Director of Research and Innovation and the Director of Research and Innovation will decide whether or not the University wishes to take assignment of the Output.
- 4.3.5 Similarly as set out in section 6.8 (Possible assignment of a University Output to the Funder, a Technology Transfer Organisation or the Originators), the University may offer a University Output to an Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student and once the Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student, as the case may be. Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student or University of London Student understands that once he or she takes assignment of the Output understands that the University is no longer responsible for the Output.
- 4.3.6 Research Contracts cannot draft or review agreements which relate to an Output which is not a University Output.
- 4.3.7 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, and University of London Student acknowledges that it is possible that an Output which was created by more than one individual may in part be a University Output and in part be a non-University Output (e.g. a Employee Output, a Postgraduate Student Output, an Undergraduate Student Output, or a University of London Student Output). If that is the case, then Research Contracts would negotiate the agreement on behalf of the University and the Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student, as the case may be, would negotiate the agreement on behalf of himself or herself.
- 4.4 **Obligation to acknowledge Third Party Outputs and University Outputs**
 - 4.4.1 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, and University of London Student agrees to acknowledge any Third Party Output he or she uses. Guidance on how to acknowledge a Third Party Output can be found in **Annex 4 (Authorship, ownership and acknowledgement of a copyright protected work)**.
 - 4.4.2 Each Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, and University of London Student also agrees to acknowledge any University Output he or she uses. Guidance on how to acknowledge a University Output can be found in **Annex 4 (Authorship, ownership and acknowledgement of a copyright protected work)**.
 - 4.4.3 In the event that the University becomes aware of an instance where an Employee, Postgraduate Student, Academic Visitor, Undergraduate Student or University of London Student has failed to acknowledge a Third Party Output or a University Output or has incorrectly acknowledged a Third Party Output or a University Output, the University may request that the Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, and University of London Student corrects the acknowledgment.
- 4.5 **Obligation to disclose the potential infringement of an Output or an opposition to an Output**
 - 4.5.1 If an Employee, Postgraduate Student, or Academic Visitor suspects, or becomes aware of, any

potential or actual infringement of:

- a University Output by any Third Party, or
- a Third Party Output by the University,

he or she should immediately notify the Director of Research and Innovation with full details of the nature of the potential infringement.

4.5.2 If an Employee, Postgraduate Student, or Academic Visitor suspects, or becomes aware of, any potential or actual opposition to:

- a University Output by any Third Party, or
- a Third Party Output by the University,

he or she should immediately notify the Director of Research and Innovation with full details of the nature of the opposition. The term opposition covers any claim, action or proceeding relating to any Output or any application made in relation to the registration of any Output including but not limited to an application for a domain name, a patent, or a trade mark, and includes any revocation, opposition or infringement proceedings.

4.6 **Obligation to disclose a potential conflict of interest**

4.6.1 Potential conflicts of interest with respect to an Output can arise through a number of circumstances. For example, a potential conflict of interest with respect to an Output would arise where a Third Party owns an Output (whether registered or otherwise) and asks an Employee, Postgraduate Student, or Academic Visitor to produce (further) data which can be used to support the Output. Likewise, a potential conflict of interest with respect to an Output would arise where an Employee, Postgraduate Student, or Academic Visitor owns an Output (whether registered or otherwise) and wishes to produce (further) data which can be used to support the Output.

4.6.2 Each Employee must declare any potential conflict of interest that he or she becomes aware of in relation to an Output to the Director of Research and Innovation as soon as possible.

4.6.3 Each Postgraduate Student and Academic Visitor Student, as the case may be, must declare any potential conflict of interest that he or she becomes aware of in relation to an Output to his or her Academic Supervisor, or Host, as applicable, as soon as possible.

4.6.4 Each Employee, Postgraduate Student, and Academic Visitor agrees to notify the University of any other potential conflict of interest (e.g. receiving funds from a family member or a Third Party who is associated with a family member, allowing a family member of an existing Employee, Postgraduate Student, or Academic Visitor to also be an Employee, Postgraduate Student, or Academic Visitor) in accordance with the University's conflict of interest policy.

4.7 **Obligation to maintain confidentiality, publication approval processes, and thesis on restricted access**

4.7.1 A key component of Third Party funded research, any Commercial Partnering Arrangement with a Third Party and, in the case of potentially patentable inventions, Protecting an Output is maintaining confidentiality with respect to the Outputs.

4.7.2 Disclosure or publication of an Output prior to filing a patent application may harm, or in certain circumstances eliminate, the opportunity to obtain patent protection for an invention.

- 4.7.3 Each Employee, Postgraduate Student, and Academic Visitor must therefore ensure that he or she keeps information that he or she receives from or creates for a Third Party (whether this is a Third Party Output or otherwise) confidential and follows any publication approval process which has been agreed with a Third Party. In some cases the University will in consultation with the affected Employee agree with a Third Party that special measures as set out in **Annex 8 (Confidential Circle)** are put in place for the Employee's research group and where this is the case, the affected Employee will need to ensure that each Postgraduate Student and each Academic Visitor signs the necessary documentation.
- 4.7.4 In addition each Employee, Postgraduate Student, and Academic Visitor must only use information that he or she receives from a Third Party for the purpose for which it was supplied.
- 4.7.5 Each Employee, Postgraduate Student, and Academic Visitor must ensure that he or she keeps a University Output confidential and follows the process set out in section 4.8 (Obligation to disclose a potentially Commercialisable University Output) before publishing the University Output.
- 4.7.6 A Third Party or the University may require that a dissertation or thesis submitted to the University for the award of a degree is placed on restricted access if this is necessary to comply with the terms of an agreement or the University's obligation to Commercialise via a Commercial Partnering Arrangement. The University aims to limit the time period to a maximum of a year.
- 4.7.7 For the avoidance of doubt, an obligation to keep information confidential does not cease when the Employee, Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student ceases to be associated with the University. Any (former) Employee should contact Research Contracts if he or she has any questions about this and any (former) Postgraduate Student, Academic Visitor, Undergraduate Student, or University of London Student should contact his or her Academic Supervisor or Host, as the case may be, if he or she has any questions about this.
- 4.7.8 A breach of confidentiality by any Employee, Postgraduate Student, or Academic Visitor is a very serious matter. A wilful breach of confidentiality constitutes serious misconduct e.g. passing on confidential information of a Third Party which was provided to the University on a confidential basis or passing University confidential information to a Third Party without a suitable confidentiality agreement in place, and will be a disciplinary matter.
- 4.8 **Obligation to disclose a potentially Commercialisable University Output**
- 4.8.1 Each Employee, Postgraduate Student, and Academic Visitor must disclose to the University any University Output which is potentially Commercialisable.
- 4.8.2 Where an Employee, a Postgraduate Student, or an Academic Visitor is in any doubt about whether a University Output falls within the ambit of any of the criteria set out above, then the Employee, Postgraduate Student, or Academic Visitor must assume that it does and make a disclosure to the University.
- 4.8.3 Any disclosure of a potentially Commercialisable Output must be made in writing by submitting a completed **Technology Disclosure Form** to Knowledge Exchange.
- 4.9 **The University's Position on Guarantees, Pipelines, Repayments, and Warranties**
- 4.9.1 Research Contracts will negotiate any agreement relating to a University Output with a Third

Party or an Originator in line with the guidelines set out in **Annex 9 (The University's Position on Indemnities, Representation, Warranties, Pipelines and Repayments)**.

4.10 Completion of formalities

- 4.10.1 Each Employee, Postgraduate Student, and Academic Visitor must sign any document that the University reasonably requests to ensure that all rights in a University Output, as set out in these Annexes, either remain with, or are assigned to, the University (or a Third Party).

4.11 Obligation to deposit University Outputs and Scholarly Material

- 4.11.1 On request, and in any event before ceasing to be an Employee, Postgraduate Student, or Academic Visitor, each Employee, Postgraduate Student, and Academic Visitor must deposit with his or her Authoriser any physical representation of a University Output, where the Employee, the Postgraduate Student, or the Academic Visitor is an Originator of the Output.
- 4.11.2 On request, and in any event before ceasing to be an Undergraduate Student or a University of London Student, each Undergraduate Student or University of London Student, as the case may be, must deposit with his or her Academic Supervisor a copy of any physical representation of any Output they have licensed to the University in accordance with section 2.5.8 or section 2.6.8 above, whatever format they are in, including electronic formats.
- 4.11.3 Physical representations include original (or, if lost, copy) drawings, diagrams, recorded know-how (e.g., laboratory notebooks) and Tangible Research Material.
- 4.11.4 It is the responsibility of each Authoriser, Academic Supervisor, and Host to control the development, storage, use and distribution of Tangible Research Material made in the course of research activities, subject to the provisions of any agreements governing the research in question. If any such Tangible Research Material is to be transferred outside the University for a Third Party's use, then it should be done so under the terms of an agreement negotiated through Research Contracts.
- 4.11.5 On request, and, in any event before ceasing to be an Employee, Postgraduate Student, or Academic Visitor, each Employee, Postgraduate Student or Academic Visitor must deposit a copy of his or her Scholarly Material with his or her Authoriser, Academic Supervisor, or Host, as the case may be, in all the formats in which such Scholarly Material have been produced at that date, including electronic formats. The University requires all full text versions of Scholarly Material to be self-archived by the Originator(s) through the University's institutional repository.

4.12 Grant of Performer's Rights Licence to the University

- 4.12.1 The University acknowledges that performer's rights related to a University Output as set out in section 2.1.1 (Ownership of an Output created by an Employee), section 2.2.1 (Ownership of an Output created by a Postgraduate Student), section 2.4.1 (Ownership of an Output created by an Academic Visitor), section 3.3.1 (Teaching Material), and section 3.4.1 (University Material) or an Output licensed to the University as set out in section 3.1.4 (Artistic Material) or section 3.2.4 (Scholarly Material), including in any video or other recording of an Employee's own lecture, presentation or similar work which are performances, are owned by the Employee, Postgraduate Student, or Academic Visitor, as the case may be.
- 4.12.2 Each Employee, Postgraduate Student, and Academic Visitor therefore grants to the University an irrevocable, non-exclusive, royalty-free, worldwide licence, with the right to sub-license,

to use his or her performer's rights related to any University Output or related to any Output which is licensed to the University for administrative, promotional, research, and teaching purposes upon creation of the performer's rights and for as long as the performer's rights remain in existence.

- 4.12.3 The University agrees and acknowledges that all performer's rights related to a University Output as set out in section 2.5.3 or licensed to it by section 2.5.8, including in any video or other recording of an Undergraduate Student or a University of London Student which is a performance, are owned by the Undergraduate Student or the University of London Student, as the case may be.
- 4.12.4 Each Undergraduate Student and University of London Student therefore grants to the University an irrevocable, non-exclusive, royalty-free, worldwide licence, with the right to sub-licence, to use his or her performer's rights related to any University Output or related to any Output which is licensed to the University for administrative, promotional, research, and teaching purposes upon creation of the performer's rights and for as long as the performer's rights remain in existence.

5. RELEASE OF A UNIVERSITY OUTPUT

It is important that an active choice is made between releasing a University Output for commercial use or non-commercial use. Diagram 8 shows the triage which Research and Innovation use to decide how a University Output should be released.

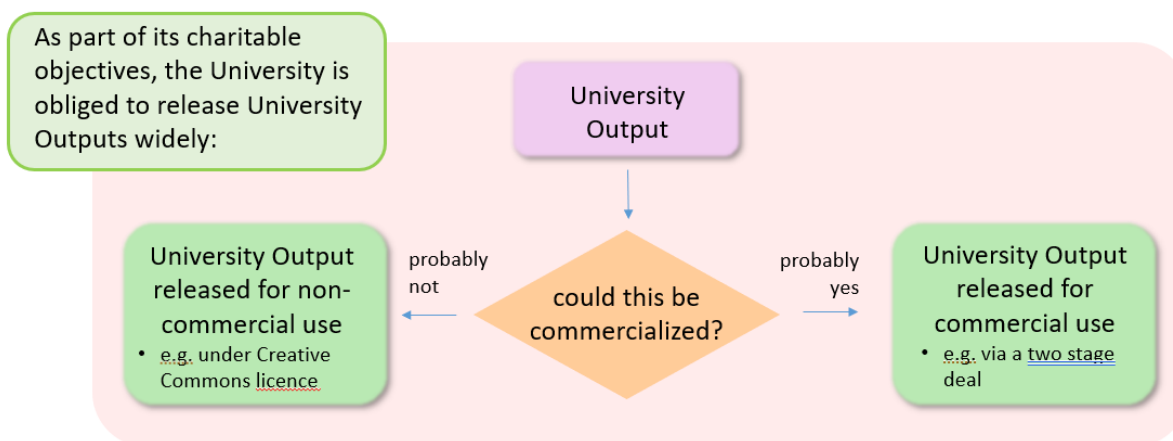


Diagram 8: triage used to decide how a University Output should be released

5.1 Release of a University Output for Non-Commercial Use

- 5.1.1 The University recognises that Commercialisation of a University Output via a Commercial Partnering Arrangement may not always be appropriate and sometimes it is in the best interests of knowledge transfer to make the University Output available under a creative commons licence or an open source licence. Diagram 9 shows which "off-the-shelf" licence should be used to release a University Output for non-commercial use.

For non-commercial use, the University recommends the release of a University Output under an “off-the-shelf” licence:

Type of Output	Suggested “off-the-shelf” licence
copyright protected work ¹	Creative Commons ² licence
software	Open Source ² licence
biological material	AUTM ³ material transfer agreement

¹ other than software

² the University suggests using a restrictive licence, if possible

³ a standard agreement from the USA which has been tweaked for use in the United Kingdom

Diagram 9: an overview of which off-the-shelf licence should be used to release a University Output for non-commercial use

5.1.2 If an Originator wishes to release a University Output for non-commercial use via an “off-the-shelf” licence, he or she must discuss and agree this with his or her Authoriser, Academic Supervisor, or Host, as the case may be, as appropriate.

5.1.3 Where the University Output was created with the support of a Third Party, then the Authoriser, Academic Supervisor, or Host, as appropriate, must discuss and agree the position with the Third Party before the Originator makes the University Output available under a creative commons licence or an open source licence.

5.1.4 **Annex 5 (Release of a copyright protected work (other than software) which a University Output under a Creative Commons licence)** sets out examples of how a University Output might be released for non-commercial use under a creative commons licence.

5.2 Release of a University Output for Commercial Use - Commercial Partnering Arrangements

5.2.1 Principles

5.2.1.1 The University itself does not as a rule Commercialise a University Output itself and instead enters into a Commercial Partnering Arrangement with a Third Party to allow the Third Party to Commercialise the University Output. As shown in Diagram 10, this typically involves five steps:

- identifying a valuable Output,
- identifying one or more Third Party/ies who could be a potential commercial partner,
- talking to each Third Party to see if they might like to Commercialise the Output,
- entering into a Commercial Partnering Arrangement which sets out how the Third Party will Commercialise the Output, and
- reviewing the Commercial Partnering Arrangement to monitor whether the Third Party is Commercialising the Output or making sufficient progress towards Commercialising the Output.

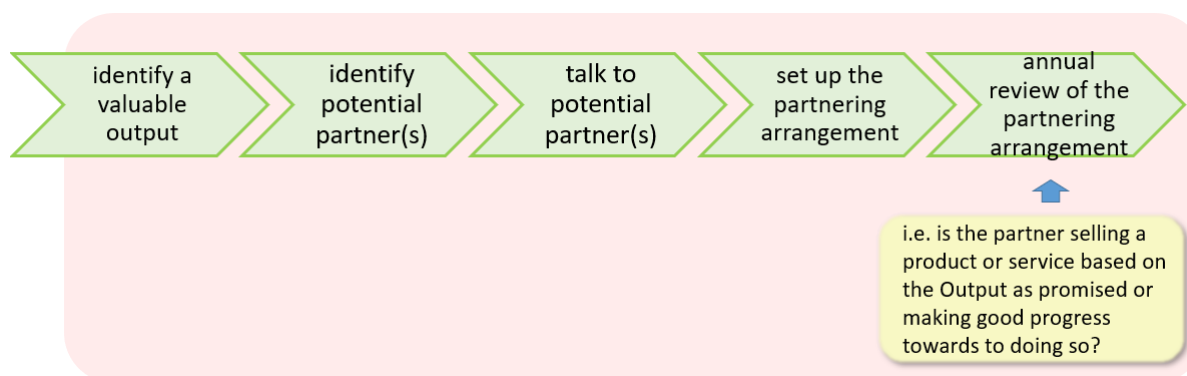


Diagram 10: the five steps typically required to Commercialise a University Output

5.2.1.2 As set out in Diagram 11, there are three Commercial Partnering Arrangements which the University takes to allow a University Output to be Commercialised via a Third Party:

- A Commercial Partnering Arrangement with an existing Third Party via the grant of a Licence by the University to the Third Party, or
- A Commercial Partnering Arrangement with the Originator(s) to allow the Originator(s) to set up a Spin-Out Company to Commercialise the University Output, or
- A Commercial Partnering Arrangement with another university or a Technology Transfer Organisation.

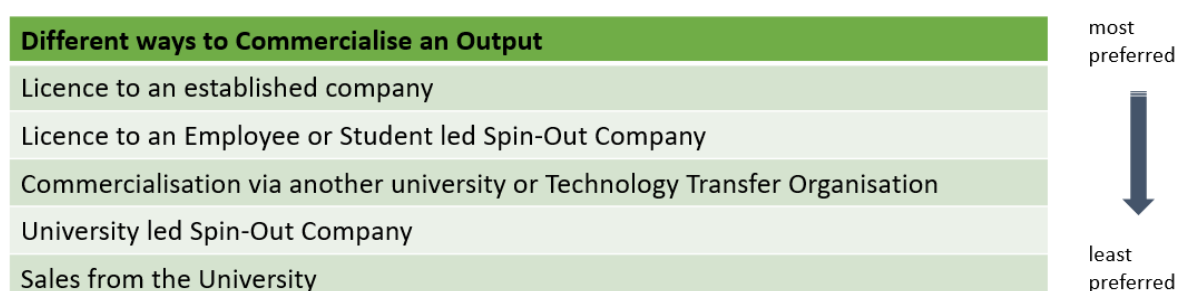


Diagram 11: five ways a UK university might commercialise a University Output

5.2.1.3 The order in which the five options to Commercialise are listed in Diagram 11 reflects the University's preference. The reasons for the University's preferences are set out in **Annex 10 (The University's preference for Commercial Partnering Arrangements)**.

5.2.1.4 If an Originator wishes to set up a Spin-Out Company to Commercialise a University Output he or she must complete the Request to Set Up Company Form in addition to completing the Technology Disclosure Form as set out in section 6.1.2.

5.2.1.5 Although the Originator(s) and the University's interests will often be the same, the University recommends that all Originator(s) who wish to set up a Spin-Out Company seek independent advice at his or her own cost.

5.2.1.6 The University cannot accept any liability to the Originator(s) if the return achieved through a Commercial Partnering Arrangement is not the best financial return which could have been

achieved. In any event, the best financial return may not be compatible with section 6.10 (Social Responsibility).

6. Managing University Outputs and Commercialisation

Where it becomes clear that a University Output is potentially Commercialisable, the University has an obligation to decide on the best Commercial Partnering Arrangement and explore whether the University Output should be Protected by a Third Party or, in exceptional circumstances, the University. The University has chosen to do so via the Commercial Partnering Panel. Section 6.1 explains who in Research and Innovation can advise whether a particular University Output is potentially Commercialisable.

6.1 Departments that are involved in managing a University Output

Diagram 12 shows that all teams in Research and Innovation manage or otherwise support the commercialisation of University Outputs. Diagram 12 also shows that both Knowledge Exchange and Research Contracts can advise whether a University Output is potentially Commercialisable. It is recommended that Employees discuss:

- with Research Contracts what Outputs they or their collaborators expect to create before a project begins. In that context the research contracts manager will advise the Employee if any prospective University Output appears to be Commercialisable.
- with Knowledge Exchange what Outputs they have created after a project has started. In that context the knowledge exchange manager will advise the Employee if any newly created University Output appears to be Commercialisable.

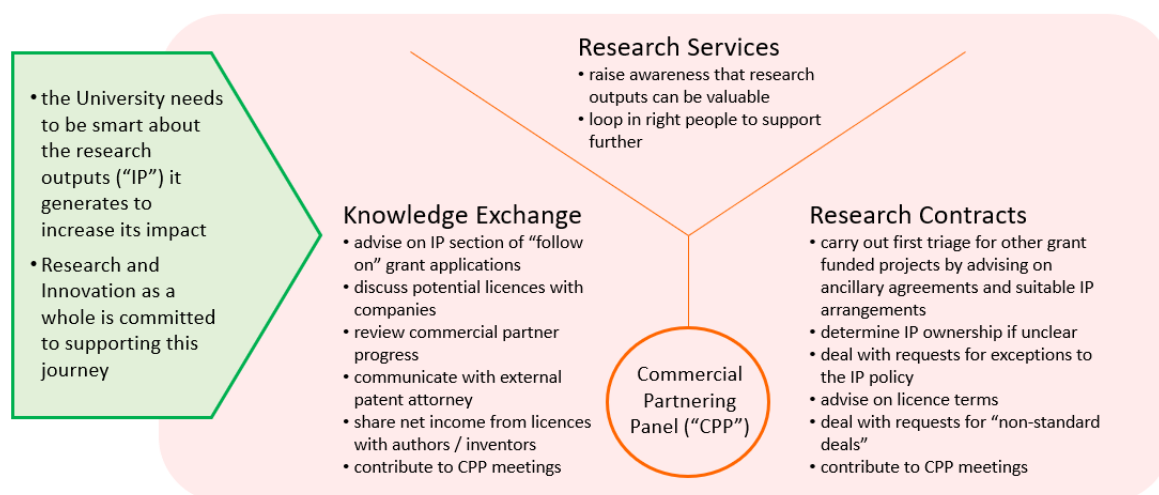


Diagram 12: all teams in Research and Innovation manage or otherwise support University Outputs

6.2 The Commercial Partnering Panel's role

- #### 6.2.1
- The Commercial Partnering Panel was established in January 2020 to assist with the University's obligation to manage University Outputs.

- 6.2.2 The terms of reference for the Commercial Partnering Panel are shown in **Annex 11 (The Terms of Reference of the Commercial Partnering Panel)**.
- 6.2.3 The Commercial Partnering Panel typically reviews ten matters at each meeting and includes for each relevant matter the most-directly affected Employee, the relevant Vice-Dean (Research and Knowledge Exchange, the relevant Executive Dean, and the relevant Head of Department, the Director of Research and Innovation, and staff from Knowledge Exchange and Research Contracts. The Commercial Partnering Panel may review requests for exceptions to the University's standard Commercial Partnering Arrangements as set out in **Annex 3 (Considerations when planning a Collaboration)**.
- 6.2.4 Decisions made by the Commercial Partnering Panel are shared with the Research and Knowledge Exchange Committee via a quarterly report.
- 6.2.5 Investment decisions recommended by the Commercial Partnering Panel need approval from the Budget and Capital Planning Committee and the Finance Committee. The approval can be in the form of Chairs action to speed up decision making.
- 6.3 **Commercialisation without Protection**
- 6.3.1 There is a misconception that it is not possible to Commercialise a University Output unless the University files a patent application. This is not the case and Diagram 13 shows four examples where a University Output has been Commercialised via a Third Party in the absence of Protection.

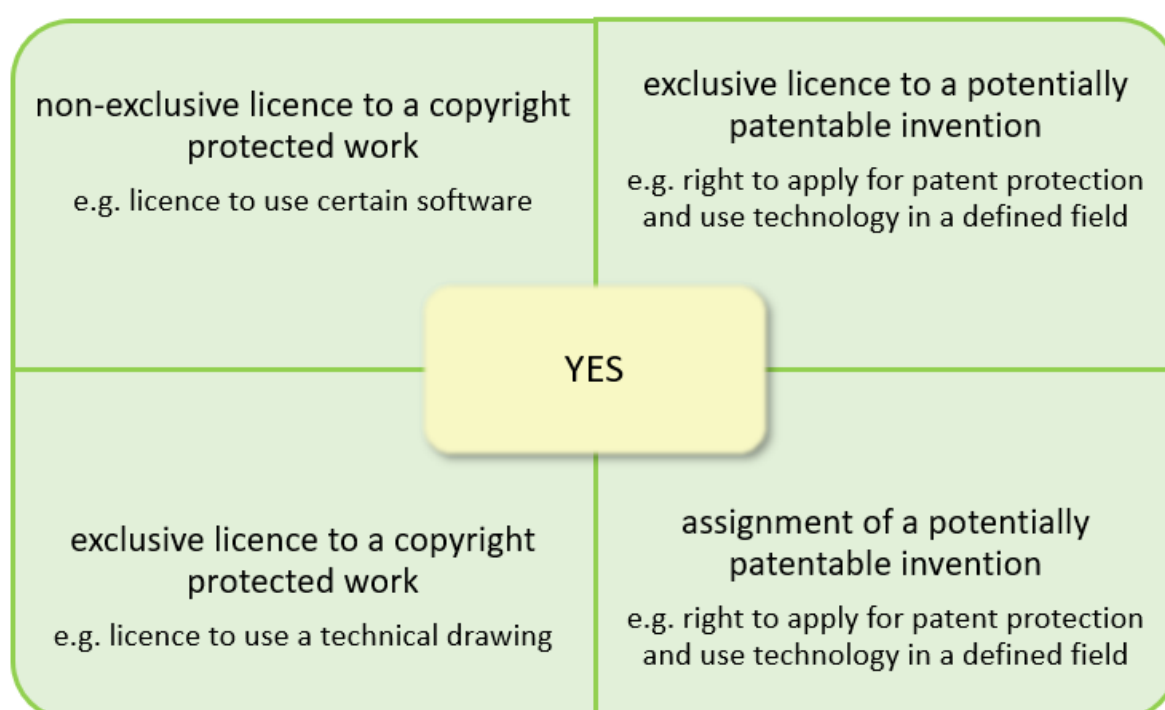


Diagram 13: four examples where a University Output was Commercialised without the University filing a patent application

- 6.3.2 In the case of the two examples shown on the right side of Diagram 13, the commercial partner later decided to file a patent application. As can be seen in section 6.4.3, the University prefers to allow the commercial partner to file a patent application as the commercial partner is better placed to do so.
- 6.4 **Protection of a University Output - potentially patentable invention**
- 6.4.1 It can be helpful to read **Annex 12 (Deciding between relying on an unregistered right or filing for Protection)** to understand that any decision to file a patent application is an investment decision and to see the factors a company or a university will consider before making this decision.
- 6.4.2 With respect to potentially patentable inventions, the University will generally ask the Third Party in a Commercial Partnering Arrangement to consider Protecting the University Output.
- 6.4.3 The University will only exceptionally Protect a University Output itself if it has entered into a Commercial Partnering Arrangement or has reason to believe that it will enter into a Commercial Partnering Arrangement which will cover the cost of Protecting the relevant University Output. For the avoidance of doubt, the University does not have any obligation to Protect a University Output in any particular country or territory.
- 6.4.4 The University will not Protect any Output which is not a University Output. As set out at section 4.2.3, any Originator may offer to assign an Output which he or she owns to the University and needs to assign an Output he or she owns to the University should he or she wish for the University to Protect the Output.
- 6.4.5 If the Commercial Partnering Panel agrees to invest in the Protection of a University Output, then Knowledge Exchange shall proceed in a timely manner to take appropriate steps to Protect the University Output.
- 6.4.6 As the Protection of Outputs is expensive, the University is obliged to periodically monitor the Protection it has applied for to ensure that the cost of the Protection is in line with Funder(s)' requirements (if applicable), the University's charitable obligations, and the University's social responsibility as set out in section 6.10 (Social Responsibility). For the avoidance of doubt, the University does not have any obligation to prosecute any patent application(s) nor to maintain any granted patents.
- 6.4.7 In particular, the University will generally only agree to pay to file a first, national patent application and a corresponding international patent application but will then cease to pay the national phase entry costs (or the costs of patent prosecution, patent maintenance, and patent defence) unless a Commercial Partner has agreed to pay for these costs and is paying such costs.
- 6.4.8 If the University decides not to maintain the Protection for a University Output, the University will follow the processes set out in section 6.8 (Possible assignment of a University Output to the Funder, a Technology Transfer Organisation or the Originators).
- 6.4.9 It is not permissible for an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of London Student to Protect a University Output (whether in the name of the University or otherwise) or allow a third party to Protect a University Output (whether in the name of the University or otherwise). If an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of

London Student wishes to Protect (or allow a third party to Protect) a University Output, he or she must seek formal approval by following the process set out in section 6.14 (Exception Procedure).

6.5 Protection of a University Output - trade mark

6.5.1 Similar considerations as set out in section 6.4.1 and section 6.4.2 apply to trade mark protection.

6.5.2 The cost of trade mark protection (other than for any trade mark to protect the name and logo of the University) sits with each School. Therefore, if an Academic wishes the University to file a trade mark application, he or she should first discuss this matter with the relevant Executive Dean and then, if the Executive Dean agrees to use the School budget to pay for the trade mark application, should ask Legal Services to file the trade mark application.

6.6 Protection of a University Output - other forms of Protection

6.6.1 In many cases a University Output will automatically be protected by an unregistered right such as unregistered design right. The advantage of such protection is that it is free, and the disadvantage is that the University would need to prove that a Third Party has copied (part of) the University Output in order to establish infringement.

6.6.2 In some case it may be possible to protect a University Output by a registered right such as applying for a registered design right or plant breeders' rights. The advantage of such protection is that there is no need to prove that a Third Party has copied (part of) the University Output in order to establish infringement, and the disadvantage is that such protection is expensive in terms of costs.

6.7 Originator Assistance and Obligations

6.7.1 Irrespective of which Commercial Partnering Arrangement, each Originator of a University Output shall assist Knowledge Exchange in the Commercialisation of the University Output by:

- providing additional information on request (for example by reviewing the prior art and establishing the difference of an invention over the prior art),
- attending meetings with a potential Licensee, a potential further director, a potential investor, or an external patent attorney, and
- advising on further development(s) which relate to the University Output.

6.8 Possible assignment of a University Output to the Funder, a Technology Transfer Organisation, or the Originator(s)

6.8.1 If the Commercial Partnering Panel decides not to invest in the setting up of a Commercial Partnering Arrangement or if the efforts of Knowledge Exchange show that there is insufficient interest in the University Output, then Knowledge Exchange should offer the University Output to the Funder(s) irrespective of whether or not the Funder terms require the University to do so.

6.8.2 In parallel to section 6.8.1, Knowledge Exchange should consider whether there is a Technology Transfer Organisation which may be interested in the University Output and contact any relevant Technology Transfer Organisation.

6.8.3 If neither the Funder(s) nor a Technology Transfer Organisation wish to take assignment of the

University Output then each of the Originator(s) may request that the University assigns the University Output to them.

6.8.4 The University may, following such request, after consideration and at its sole discretion, assign all its right, title and interest in a University Output to the Originator(s) provided that the Funder terms and/or the terms of any agreement that supported or related to the creation of the University Output allows the University to do so.

6.8.5 For the avoidance of doubt, the University will generally only assign a University Output to the Originator(s) if the Originator(s) can agree to reimburse the University any expenses incurred by the University for Protecting the relevant University Output if the Originator(s) receive any income at a later date.

6.9 **Use of University's name**

6.9.1 Each Originator agrees that if i) he or she is allowed to set up a Start-Up Company or a Spin-Out Company, or ii) if the University assigns a University Output to him or her, he or she will not, and will procure that anyone to whom he or she may pass the Start-Up Company, Spin-Out Company or University Output does not use the University's name in any way, without the University's written consent.

6.10 **Social Responsibility**

6.10.1 The University must ensure that any Commercial Partnering Arrangement:

- is in line with the Funder(s)' requirements (if applicable),
- is in line with the University's charitable obligations,
- does not violate European State Aid regulations (if applicable),
- will not adversely affect its reputation, and
- is in line with **Annex 14 (The University's Position on Non-Commercial Partnering Arrangements)** (if applicable).

6.11 **Timetable for setting up a Commercial Partnering Arrangement**

6.11.1 The timescale for setting up a Commercial Partnering Arrangement for a University Output will depend upon market conditions and the state of development of the University Output. The discussions between Knowledge Exchange, the Originator(s), and the School(s) should set a reasonable initial timetable with regular review points. However, everyone must recognise that circumstances may change as the process develops.

6.11.2 If the Originator(s) believe that Knowledge Exchange is not acting in a timely manner, then the Originator(s) may bring this to the attention of the Director of Research and Innovation in the first instance.

6.12 **Monitoring of Commercial Partnering Arrangements**

6.12.1 As set out in section 6.1.1, the signature of any agreement which sets out a Commercial Partnering Arrangement is only the start of the Commercialisation process and the University is obliged to periodically review each Commercial Partnering Arrangement it has entered into.

6.12.2 In order to review an existing Commercial Partnering Arrangement, Knowledge Exchange will ask the Commercial Partner to provide information and evidence to demonstrate that the Commercial Partner is making progress with (the preparations leading to) the

Commercialisation of the University Output.

- 6.12.3 If Knowledge Exchange requires further information to decide whether the University Output is being Commercialised to the University's satisfaction, it will ask the Commercial Partner(s) to provide the missing information and take such steps it believes necessary to find out any information it requires to make a decision. Failure of a Commercial Partner to provide such information and evidence will be interpreted to mean that the Commercial Partner has not made sufficient progress.
- 6.12.4 Once Knowledge Exchange has all the information it will present the information to the Commercial Partnering Panel in the presence of the Originator(s) so the Commercial Partnering Panel can decide whether the University is satisfied with the Commercialisation and therefore prepared to continue with the existing Commercial Partnering Arrangement or whether the University has any concerns about the Commercialisation and therefore would like to amend or terminate the existing Commercial Partnering Arrangement.
- 6.12.5 If the Commercial Partnering Panel decides to terminate an existing Commercial Partnering Arrangement, it may explore alternative Commercial Partnering Arrangements or may follow the processes as set out in section 6.8 (Possible assignment of a University Output to the Funder, a Technology Transfer Organisation or the Originators).
- 6.13 Share of Net Income**
- 6.13.1 As set out in section 5.2 (Release of a University Output for commercial purpose - Commercial Partnering Arrangements), the Commercial Partnering Arrangement will usually set out that the Third Party will pay a Royalty to the University.
- 6.13.2 The University may share the Net Income received under a Commercial Partnering Arrangement with the Originator(s) as set out in **Annex 13 (Detailed provisions about the sharing of Net Income)**.
- 6.13.3 Where a University Output was notified to the University up until 31st December 2020 and where the Commercial Partnering Arrangement for the University Output was signed up until 31st December 2020, the University will continue to share the Net Income in accordance with the University's **2011 Exploitation of Inventions and Patents Code of Practice**.
- 6.13.4 It is noted that in some instances the University (or an Employee) may request that the University should put the Net Income into an account which will be used for a specific purpose. It is noted that such a request was made with respect to Net Income for any University Output created in any University Project which was funded or part funded with StoryFutures grant funds or CoStar grant funds.
- 6.13.5 The University will not share Net Income with the Originator(s) if:
- the University Output is a Teaching Material or a University Material,
 - the Originator(s) are already benefitting from the Commercialisation,
 - there are more than three Originators ,
 - an Originator transfers to another organisation and the University agrees to assign the University Output to the organisation and passes the obligation to share Net Income to the other organisation,
 - an Originator has agreed to waive his/her income under a specific Licence,
 - the circumstances set out in section 6.13.4 apply,

- the Net Income is so substantial that it would be inappropriate as a charitable organisation for the Net Income not to be reinvested in the University's charitable objects,
- the University has provided additional service and/or investment
- the Commercialisation is achieved via a Spin-Out Company which is led by an Undergraduate Student, a Postgraduate Student or an Employee; or
- the Commercialisation of University IP which the University has assigned to the Originator(s) under section 6.7.

6.13.6 In the event that an Originator is deceased, the University will pay any funds the University would have passed to the Originator to his or her estate.

6.14 Exception Procedure

6.14.1 The University appreciates that the Intellectual Property and Commercial Partnering Policy or these Annexes may need to be adapted to reflect an unusual circumstance. Diagram 14 shows the process that should be followed if any Employee, Postgraduate Student or Academic Visitor would like to propose an exception or a change.

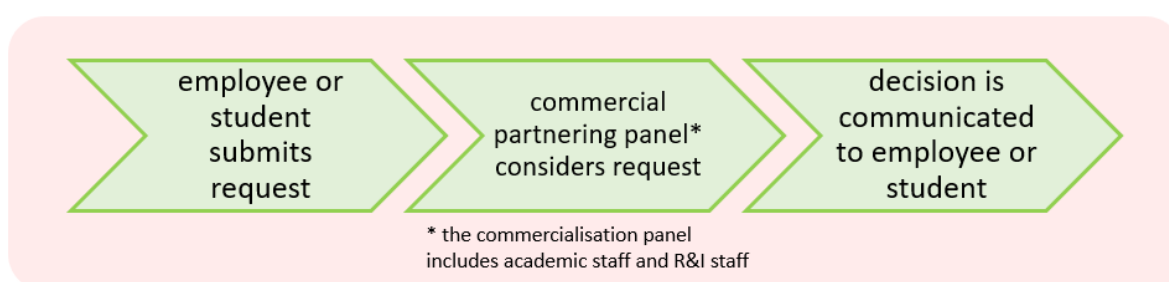


Diagram 14: process of requesting an exception to the Intellectual Property and Commercial Partnering Policy or these Annexes

6.14.2 This process is important to ensure that every Originator is treated fairly.

6.14.3 The Commercial Partnering Panel will consider the request of the Employee, Postgraduate Student, Academic Visitor, or staff from Research and Innovation and has the authority to:

- agree to the request,
- suggest another a variation to the request, or
- reject the request.

6.14.4 Any variation which the Commercial Partnering Panel agrees to needs to be time-limited and does not create a precedent.

7. DISPUTE PROCEDURE

7.1 Initial review

If there is any dispute in relation to a matter arising out of these Annexes or in relation to the interpretation of these Annexes, then the Employee, the Postgraduate Student, the Academic Visitor, the Undergraduate Student or the University of London Student, shall in the first instance contact the Director of Research and Innovation. The Director of Research and Innovation will then meet with the Employee, the Postgraduate Student, the Academic Visitor, the Undergraduate Student or the University of London Student, as the case may be, and his or her Authoriser, Host or Academic Supervisor to explain why Research and Innovation decided to take a particular course of action.

7.2 Subsequent review

If an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student or a University of London Student, is dissatisfied with the explanation the Director of Research and Innovation provides pursuant to section 7.1, then the Employee, the Postgraduate Student, the Academic Visitor, the Undergraduate Student or the University of London Student, as the case may be, shall contact Associate Pro-Vice-Chancellor (Research and Innovation). The Associate Pro-Vice-Chancellor (Research and Innovation) will then meet with the Director of Research and Innovation and the Authoriser, the Host or the Academic Supervisor, as the case may be, to explore if there are special circumstances that have not yet been considered. If the Associate Pro-Vice-Chancellor (Research and Innovation) finds that Research and Innovation's decision has been reasonable then the Associate Pro-Vice-Chancellor (Research and Innovation) will inform the Employee, the Postgraduate Student, the Academic Visitor, the Undergraduate Student or the University of London Student, as the case may be, that this is the case. If the Associate Pro-Vice-Chancellor (Research and Innovation) disagrees with Research and Innovation's decision, then the Associate Pro-Vice-Chancellor (Research and Innovation) will advise the Employee, the Postgraduate Student, the Academic Visitor, the Undergraduate Student or the University of London Student, that Research and Innovation will follow a different course of action.

7.3 Appeal

If an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student or a University of London Student, disagrees with the Associate Pro-Vice-Chancellor (Research and Innovation)'s decision pursuant section 7.2, that party shall have a right of appeal to the Vice-Chancellor and Principal (or such individual as the Vice Chancellor and Principal shall nominate). The Vice Chancellor and Principal's (or nominee's) decision on the matter shall be final.

7.4 Undergraduate Student and University of London Student Dispute

Where a party to such a dispute is an Undergraduate Student or a University of London Student, the Undergraduate Student or the University of London Student may be accompanied during any appeal by a fellow student, a student representative from the University or its Students' Union or a member of staff of the University of his or her own choice, all of whom may act as an observer.

ANNEX 2

Glossary

Academic Supervisor	means a Postgraduate Student's academic advisor or supervisor.
Academic Visitor	means an individual who visits the University for more than five days in a calendar year or has an honorary appointment with the University such as an emeritus professor and who is not an Employee, a Postgraduate Student, an Undergraduate Student, or a University of London Student.
Academic Visitor Output	means an Output which belongs to an Academic Visitor; this may include an Output created by the Academic Visitor outside of his or her visit to the University and may include Artistic Material and Scholarly Material.
Annexes	means Annex 1 to Annex 15 in this document which implement the University's Intellectual Property and Commercial Partnering Policy.
Artistic Material	<p>is a subset of Outputs and means any material of an artistic nature created by an Employee in the course of his or her employment, created by a Postgraduate Student in the course of his or her studies, or created by an Academic Visitor in the course of his or her visit, such as:</p> <ul style="list-style-type: none"> • an artistic work (including an artistic photograph, collage, drawing, engraving, etching, lithograph, and painting); • a dance or drama choreography (including mime); • a dramatic work (including a novel, play, poem, and popular fiction and non-fiction); • a graphic work (including concept art and logo design); • a film and/or sound recording (including video material); • a musical work (including any lyric and music score); • a work of artistic craftsmanship or fine art; and • any preparatory work with respect to the above such as design development and a writer's notebook); <p>but excluding any such material or part of the material which forms part of a Teaching Material or a University Material.</p>
Authoriser	means the line manager of an Employee.
Buy-Out Fee	means a one-off payment from a Third Party who wishes to Commercialise a University Output to the University to cover the difference between the payment made by the Third Party to the University and the amount the University would have charged the Third Party if the Third Party had commissioned the University to create the University Output for the Third Party.
Collaboration	means working with or for a commercial company or a non-profit organisation normally in the context of a research project.
Commercialisation	means the sale of a product or the provision of a service typically by the Third Party which involves or is based on a University Output in return for a Royalty, but does not include the delivery of courses by the University whether on its own or in collaboration with a Third Party. The terms "Commercialise", "Commercialisable" and "Commercialised" shall be construed accordingly.
Commercial Partnering Panel	means the panel which was set up by the University's council to allow the University to manage a University Output as set out in more detail in section 6.2 (The Commercial Partnering Panel's role).
Commercial	means to enter into a legal agreement with an individual or a Third Party to

Partner	allow that individual or Third Party to Commercialise a University Output and the term “Commercial Partnering” shall be construed accordingly; for the avoidance of doubt, the term “Partner” in the context of these Annexes is different to the legal concept of a partnership.
Community Interest Company or CIC	means a type of company known as such and introduced under the Companies (Audit, Investigations and Community Enterprise) Act 2004, designed for social enterprises that want to use its profits and assets for the public good.
Contracts Legal Review Process	means the University internal document which sets out who is an authorised signatory of certain types of agreements and whether Legal Services need to review an agreement.
Contributor	means any Employee, Student, or Academic Visitor who is not a relevant Originator but <ul style="list-style-type: none"> • is employed specifically to further develop a University Output, e.g. to reduce an invention to practice or to work on a proof of principle project for the University Output or to generate supporting data for the University Output, or • works on a project as part of their studies or due to their relationship with a relevant Originator, e.g. collaborative working as part of a School’s activities.
Dispute Procedure	means the procedure set out in section 7 (Dispute Procedure).
Employee	means an employee of the University.
Employee Output	means an Output which belongs to an Employee; this may include an Output created by the Employee outside of the course of his or her employment and may include an Artistic Material and/or a Scholarly Material.
Funder	means any Third Party who has funded or who will fund a research project (including any student led research project) at the University.
Host	means the Academic who is hosting the Academic Visitor.
Incidental Use of University Resources	generally, an Output will not be considered to have been created with more than incidental use of University Resources if: <ul style="list-style-type: none"> • only a small amount of University funds has been used; • only a small amount of time has been spent using University Resources or only insignificant University Resources have been used, such as use of office space, library and other general use of information sources, personal computers and personal office equipment or, in the case of an Undergraduate Student or a University of London Student, who is an Employee, the use has been in the course of his or her University course work; and • the Output has been created during the personal, unpaid time of the Originator. <p>The issue of whether significant use has been made of University Resources will be reviewed by the Originator’s Authoriser, Academic Supervisor, or Host, as the case may be, who will make a recommendation to Research and Innovation. If an Originator is in any doubt as to what constitutes “incidental use” or a “small amount of” University funds or University Resources then the Originator should discuss this with his or her Authoriser, Academic Supervisor, or Host.</p>
Innovation and Enterprise Working Group	means the working group set up by the Research and Knowledge Exchange Committee which decides on the principles of how the University will collaborate with Third Parties and Commercialise a University Output.
Knowledge Exchange	means the team within Research and Innovation that are responsible in this context for:

	<ul style="list-style-type: none"> • assisting Employees by setting up Collaborations on behalf of the University, • advising on the intellectual property section of a “follow on” grant application, • discussing a potential Licence with one or more potential Commercial Partners, • reviewing a Commercial Partner’s progress, • liaising with an external patent attorney if the Commercial Partnering Panel has agreed to Protect a University Output, • sharing the Net Income, if any, with the Originator(s) and Contributor(s), and • contributing to the Commercial Partnering Panel.
Licence	is an example of a Commercial Partnering Arrangement whereby the University allows a Third Party to Commercialise a University Output (whether on its own or with another Output) in return for a Royalty. The term Licence covers an assignment, an evaluation licence, a commercial licence, a patent ownership and management agreement or a revenue share agreement with a Third Party where the purpose of the assignment, evaluation licence, commercial licence, patent ownership and management agreement or revenue share agreement is equivalent to the purpose of a Licence.
Net Income	means the Royalty which the University receives under a Commercial Partnering Arrangement with respect to a particular University Output less the following incurred direct costs namely: <ul style="list-style-type: none"> (a) Value Added Tax, when applicable, (b) any direct costs associated with the Protection of the University Output; (c) any other expenses directly related to the setting up or review of the Commercial Partnering Arrangement; (d) any payment due under a revenue sharing agreement to a Third Party in relation to the University Output; and (e) any other expenses directly related to the administration or distribution of Net Income including but not limited to the employer’s national insurance contribution incurred.
Originator	means the (i) inventor of an invention, (ii) creator of a copyright work, or design which qualifies for registered or unregistered design right (including topography right), (iii) person who takes the initiative in obtaining, verifying or presenting the contents of a database, (iv) breeder, or discoverer and developer, of a plant variety or (v) developer of know-how which is of standalone importance separately from other Output (ignoring copyright in works which describe such know-how); who is an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student, or a University of London Student at the time of such (i) invention, (ii) creation, (iii) obtaining, verifying or presenting, (iv) breeding or developing or (v) know-how developing.
Output	means any algorithm, biological material, chemical material, data, database (including the database rights) design right, device, domain name, genetically modified organism, human specimen, image, method description (including rights in any trade secret), patentable technology (including but not limited to a patent application, granted patent, and any extension or renewal thereof), patient questionnaire, plant variety (including the plant breeders’ rights), software, teaching material (such as a lecture note, course handout, audio or visual recording of a lecture) and other copyright protected work, prototype

	(including a prototype device), technical data, technical design (such as an engineering drawing), topography (such as a circuit diagram, integrated circuit chip and including any topography rights), trade mark (including any rights to prevent passing off), and/or, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.
Patent Support Fund	means some funding which the University will obtain from Licence Income as set out in Annex 13 (Detailed provisions about the sharing of Net Income) and will reserve to invest in the Protection of a future potentially Commercialisable University Output.
Postgraduate Student	means any person: <ul style="list-style-type: none"> • registered as a postgraduate student of the University; or • following any University course as if such a student; or • applying for a PhD by published work. For the avoidance of doubt, most distance MSc postgraduate students are University of London Students and are therefore not Postgraduate Students but most MSc postgraduate research students are Postgraduate Students.
Postgraduate Student Output	means an Output which belongs to a Postgraduate Student; this may include an Output created by the Postgraduate Student outside of the course of his or her postgraduate studies and may include an Artistic Material and/or a Scholarly Material.
Pricing Policy	means the University's 2024 costing and pricing policy which was put in place to increase the likelihood that research at the University can contribute to the University's financial sustainability.
Protect	means to i) apply for registered protection, usually patent protection, for a University Output, and ii) maintain, defend and enforce any registered rights; and "Protecting" and "Protection" shall be construed accordingly.
Request to Set Up Company Form	means the form that the Originator needs to complete if he or she wishes to set up a Spin-Out Company.
Research Contracts	means the team within Research and Innovation that are responsible for: <ul style="list-style-type: none"> • negotiating research related agreements on behalf of the University, • advising on the intellectual property section of a "normal" grant application, • determining who owns an Output if this is unclear, • advising on License terms, • processing any requests for an exception to the 2024 Commercial Partnering and Intellectual Property Policy, • processing any request for a non-standard deal, and • contributing to the Commercial Partnering Panel.
Royalty	means the money which the University receives from a Third Party in the context of a Commercial Partnering Arrangement. This can be i) a one-off payment, ii) a regular (e.g. annual) fixed price payment, iii) a regular (e.g. annual) payment based on a percentage of the Third Party's gross sales of products or services using the University Output, or iv) a mixture of i), ii) and/or iii).
Scholarly Material	is a subset of Outputs and means any material of a scholarly nature created by an Employee in the course of his or her employment, created by a Postgraduate Student in the course of his or her postgraduate studies, or created by an Academic Visitor in the course of his or her visit, such as: <ul style="list-style-type: none"> • an academic book, journal article, lecture or textbook (including a review but excluding any Artistic Material); • a conference paper and related presentation;

	<ul style="list-style-type: none"> • a dissertation or thesis; and • a note created only for the Employee's, Postgraduate Student's, or Academic Visitor's own personal use; <p>but excluding any such material or part of such material which form part of a Teaching Material or a University Material.</p>
School	<p>means each of the University's:</p> <ul style="list-style-type: none"> • School of Business and Management, • School of Engineering, Physical and Mathematical Sciences, • School of Humanities, • School of Law and Social Sciences, • School of Life Sciences and the Environment, and • School of Performing and Digital Arts. <p>For the avoidance of doubt, an Executive Dean is responsible for each School.</p>
Set Up Phase	The initial period that the individuals who set up a Spin-Out Company or a Start-Up Company require to set up the company and to sell products or services at a profit; the Set Up Phase is often around two years.
Spin-Out Company	means a company which is set up by i) an Undergraduate Student, a Postgraduate Student or an Employee (usually an Originator of a Commercialisable University Output), or ii) the University to Commercialise a University Output (whether on its own or with another Output). Irrespective of who sets up the Spin-Out Company, the intention is that each Spin-Out Company will become independent from the University after the Set Up Phase and, apart from the University having shares in the Spin-Out Company, can be treated a Third Party after the Set Up Phase.
Start-Up Company	means a company which is set up by i) an Undergraduate Student, a Postgraduate Student or an Employee, or ii) the University. For the avoidance of doubt, a Start-Up Company is different to a Spin-Out Company in that it does not use a University Output. Irrespective of who sets up the Start-Up Company, the intention is that each Start-Up Company will become independent from the University after the Set Up Phase and, apart from the University having shares in the Start-Up Company, can be treated as a Third Party after the Set Up Phase.
Supplier	a Third Party, normally a company, who will carry out some work for the University and will be paid by the University for the services the Third Party supplies.
Tangible Research Material	is a subset of Outputs and includes only the Outputs which are physical items such as a biological material, chemical material, device, genetically modified organism, human specimen, image, plant variety, prototype (including a prototype device), and any associated research data.
Teaching Material	<p>is a subset of University Outputs and means any material created by an Employee in the course of his or her employment, or created by a Postgraduate Student in the course of his or her postgraduate studies, or created by an Academic Visitor, an Undergraduate Student, or a University of London Student if a circumstance set out in section 2.4.3.2 or section 2.5.3.2 apply, that is primarily intended (whether by the University or by some Third Party) to be used or accessed by students at any level, for the purposes of any course of study which those students are following, including:</p> <ul style="list-style-type: none"> • a course guide, course handout, online material (including an annotated score or manuscript);

	<ul style="list-style-type: none"> • a presentation material (including a lecture note, slide, animation, graphic, interactive software, audio or visual recording of a lecture and any other audio-visual material); • a virtual learning environment; • an instruction manual; • an artefact (including a model or apparatus for a practical demonstration or experimental work); and • a assessment or examination question. <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> • a Teaching Material can be in any format including electronic format and hard copy format, and • a Teaching Material may include a short course and/or a teaching resource which any member of the public can access whether via an online platform (e.g. FutureLearn) or otherwise and any other public engagement material which is intended educate an individual or a group of individuals.
Technology Disclosure Form	means the form mentioned in section 4.7.3 which an Academic should use to disclose a potentially Commercialisable Output to Knowledge Exchange.
Technology Transfer Organisation	means a Third Party who specialises in the taking on early stage technology from a university, further developing the technology, and then entering into a commercial partnering arrangement with a further Third Party to allow the second Third Party to Commercialise the technology. Most Technology Transfer Organisations specialise in particular technologies. For example, the Life Arc is a Technology Transfer Organisation which specialises in biomedical research.
Third Party	means an individual or a corporate body which the University does not control, directly or indirectly, whether by means of holding shares, possessing voting power or exercising contractual powers in or over that corporate body or any other person or entity to ensure that such corporate body's affairs are conducted in accordance with the wishes of the University. For the avoidance of doubt, a Third Party could be a commercial company, a government body, a research institution, a Spin-Out Company, a Start-Up Company, an Undergraduate Student, a University of London Student or other entity or individual who is not an Employee, Postgraduate Student, or an Academic Visitor.
Undergraduate Student	means any person: <ul style="list-style-type: none"> • registered as an undergraduate student of the University; or • following any University course as if such a student
Undergraduate Student Output	means an Output which belongs to an Undergraduate Student and is likely to be any Output created by the Undergraduate Student unless section 2.1 applies.
University	means Royal Holloway and New Bedford College.
University Output	means any Output which belongs to or should belong to the University according to the University's 2024 Intellectual Property and Commercial Partnering Policy. For the avoidance of doubt, any Teaching Material and any University Material is a University Output.
University Material	is a subset of University Outputs and means any item in any medium which is produced for administrative purposes (including promotion and marketing of a University course, curricula, student and staff recruitment, a paper prepared for any internal committee or similar body, material included in any University handbook for Employees, Postgraduate Students, Academic Visitors,

	Undergraduate Students, or University of London Students) or any other University purpose and any item created by an Employee whose job description specifically includes the creation of any printed or electronic material.
University of London Student	<p>means any person:</p> <ul style="list-style-type: none"> • registered as a postgraduate student at the University or London (rather than at the University); or • following any University of London course as if such a student. <p>For the avoidance of doubt, a) most distance postgraduate students are University of London Students and are therefore not Postgraduate Students, and b) a University of London Student is likely to be funded by his/her employer in the sense that i) the University of London Student continues to receive his/her salary for the duration of the course, and ii) the employer is paying the tuition fees.</p>
University of London Student Output	means an Output which belongs to a University of London Student; this may include an Output created by the University of London Student outside of the course of his or her postgraduate studies and may include an Artistic Material and/or a Scholarly Material.
University Project	<p>means a project, whether this is a research project or otherwise, where:</p> <ul style="list-style-type: none"> a) the University is receiving or will receive a financial contribution by a Funder which requires the University to own the results, or b) the University has invested or will invest its own financial contribution in the project and therefore itself requires that the University owns the results of the project. <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> • an Academic Visitor who comes to the University to use the University's facilities to carry out his/her own project will usually not need to assign an Output he or she creates to the University; and • a third year Undergraduate Student project or a University of London Student project will usually not be part of a University Project but if it is the Academic Supervisor must inform the Undergraduate Student or the University of London Student about this fact and the implication that the Undergraduate Student or the University of London Student, as the case may be, must assign an Output he or she creates to the University.
University Resources	<p>means any use of:</p> <ul style="list-style-type: none"> • funds, facilities or resources (including equipment and consumables, use/supply of heat, light or power) of the University; and/or • University staff time outside an individual's personal, unpaid time; and/or • the University's name in the promotion of the work, <p>which, in the case of those items mentioned in the first two bullet points above, have not already been fully reimbursed to the University by, for example, full economic cost recovery on relevant grants and agreements or have not been separately paid for if used independently or in any other way.</p>

Any phrase in these Annexes introduced by the term “include”, “including”, “in particular” or any similar expression or any list of items will be construed as illustrating, and will not limit, the sense of the words preceding that term or other items which might be included in the list

ANNEX 3

Considerations when planning a Collaboration

As set out in section 4.1, Knowledge Exchange can advise on how to structure a Collaboration to ensure the Collaboration meets the Pricing Policy and to increase the chance that one or more Third Party/ies can at a later date Commercialise the Outputs which will result from the Collaboration.

Please note that this Annex was written to cover a Collaboration with a commercial company. If the Collaboration will be with another university or a non-profit organisation follow the same principles as set out in this Annex apply but the financial deal can be more relaxed.

It is important in any agreement which underpins the Collaboration (e.g. whether this is a data licence, material transfer agreement, project partner agreement, research collaboration agreement, or studentship agreement) to capture who will fund the research project (and, if applicable, who had funded earlier relevant research) to ensure that both the University and the Third Party (i.e. the potential Licensee) can see why the proposed Collaboration fulfils the University' sustainability requirements.

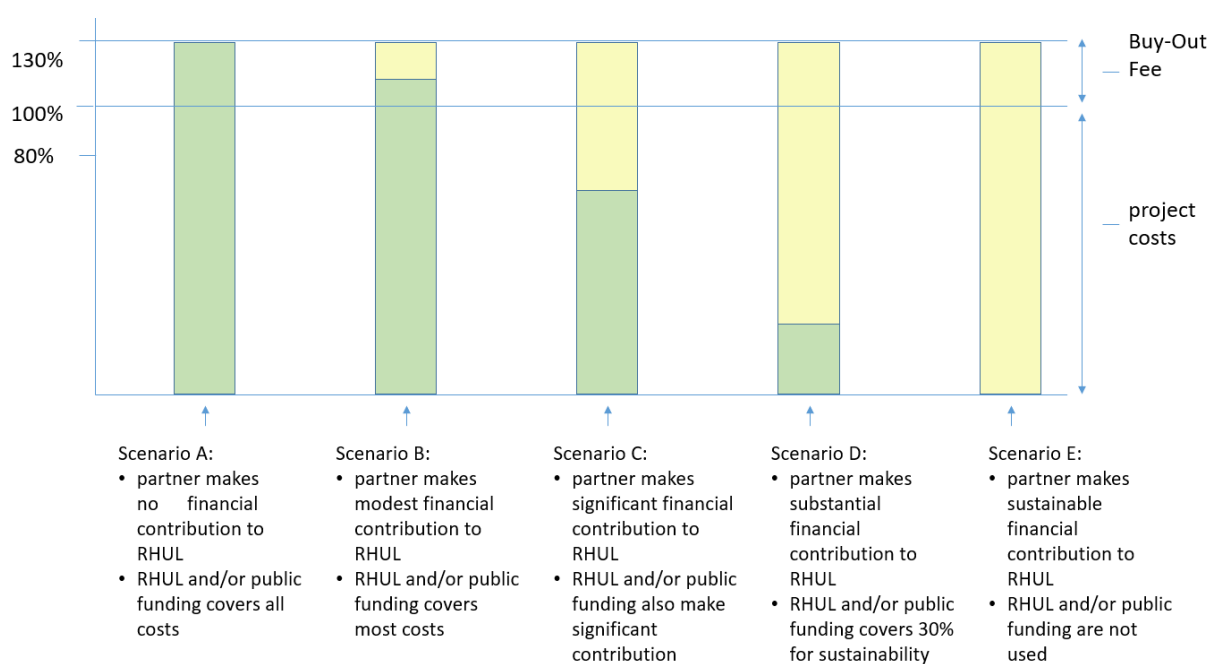


Diagram 15: Public funding and/or RHUL's financial contribution as shown in green and the partner's financial contribution as shown in yellow in different Collaborations

Scenario A - No financial contribution from the Third Party to the University

Example A1 - A research project which is mostly funded by UKRI (at 80% fEC), is co-funded by the University at 20% fEC, and a Third Party is prepared to give the University free access to some of its proprietary data or some of its proprietary material for use in the research project.

Example A2 - A research project which is mostly funded by UKRI (at 80% fEC), is co-funded by the

University at 20% fEC, and a Third Party is prepared to be a project partner (as defined by UKRI funding rules) and give the University free advice (and optionally free access to some of its proprietary data or some of its proprietary material) for use in the research project. Diagram 16 shows how a two-stage deal can make this arrangement sustainable.

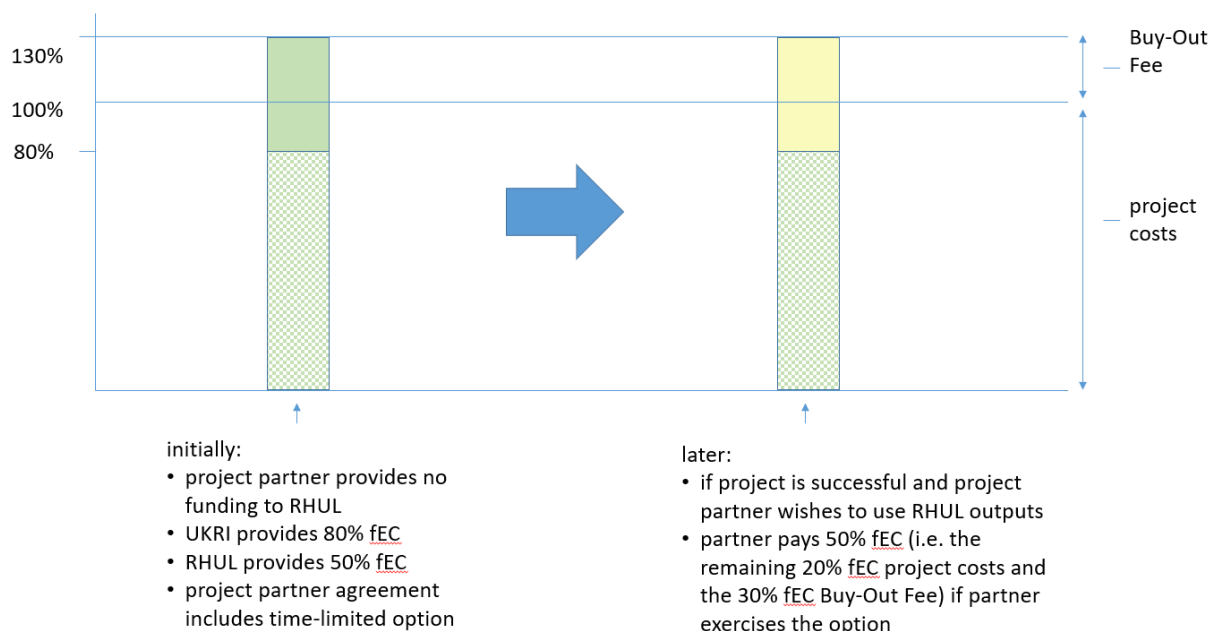


Diagram 16: Public funding as shown in light green, RHUL's financial contribution as shown in green and the partner's financial contribution as shown in yellow in a "two stage" deal to make Example A3 (i.e. an Innovate UK funded project) more financially sustainable

Example A3 – A research project which is mostly funded by UKRI (80% fEC for the University, sliding scale of fEC for the Third Party depending on the size of the company), is co-funded by the University at 20% fEC, and is co-funded by the Third Party by providing to itself whatever Innovate UK will not provide. This frequently occurs under an Innovate UK grant.

Example A4 - A research project which is mostly funded by a self-funded or overseas funded PhD student who covers his/her living costs and the tuition fees, is co-funded by the University by providing research expenses, supervision, and the overheads associated with lab space, and a Third Party is prepared to give the University free access to some of its proprietary data or some of its proprietary material for use in the research project.

Example A5 - A research project which is mostly funded by UKRI by providing a stipend and the tuition fees for a PhD student, is co-funded by the University providing research expenses, supervision, and the overheads associated with lab space, and a Third Party is prepared to provide the PhD student with a three month placement. This frequently occurs under a CASE studentship.

In each case listed above it is acceptable for the University to provide a time limited option to a licence to an Output to the Third Party (via a data licence, material transfer agreement, project partner agreement, research collaboration agreement, or a studentship agreement, as the case may be). The time limits in the option should be kept short (up to 3 months for the "option period", and up to 3 months for the "negotiation period") to reflect the fact that the Third Party is not making a financial

contribution to the University. The option should set out that the Third Party will need to submit a business plan to the University at the time the Third Party exercises the option to allow the University to determine whether the licence should be non-exclusive or exclusive, limited to a particular field or broad, and/or limited to a territory or world-wide. In addition, in the case of an Innovate UK project where there is more than one Third Party, the University must explain to each Third Party that it can only provide a non-exclusive licence if more than one Third Party exercises their option. If the Third Party cannot submit a business plan, the University should offer an evaluation licence to the Third Party.

In each case listed above it is not acceptable for the University to allow the Third Party to own an Output as set out in scenario C, scenario D, or scenario E.

Scenario B - Modest financial contribution (i.e. 1-49% fEC) from the Third Party to the University

Example B1 - A research project which is mostly funded by a self-funded or overseas funded PhD student who covers his/her living costs and the tuition fees, is co-funded by the University by providing supervision and the overheads associated with lab space, and a Third Party is prepared to provide the University with funds to cover the research expenses (and optionally free access to some of its proprietary data or some of its proprietary material) for use in the research project.

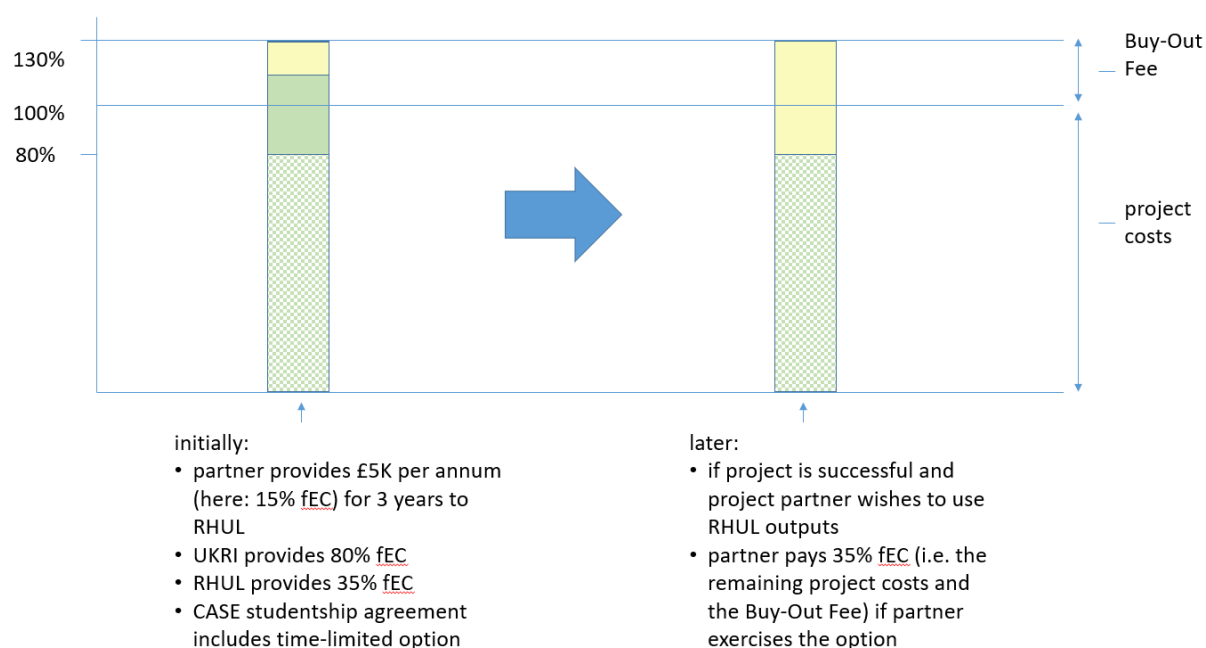


Diagram 17: Public funding as shown in light green, RHUL's financial contribution as shown in green and the partner's financial contribution as shown in yellow in a "two stage" deal to make Example B2 (i.e. UKRI funded CASE studentship) more financially sustainable

Example B2 - A research project which is mostly funded by UKRI by providing a stipend and the tuition fees for a PhD student, is co-funded by the University by providing supervision and the overheads associated with lab space, and a Third Party is prepared to provide the University with funds to cover (some of) the research expenses of the research project and to provide the PhD student with a three

month placement. This frequently occurs under a CASE studentship.

Example B3 - A research project which is mostly funded by UKRI (at 80% fEC), is co-funded by the University at 10% fEC, and a Third Party is prepared to give 10% fEC to the University (and optionally free access to some of its proprietary data or some of its proprietary material) for use in the research project. This frequently occurs under a BBSRC IPA.

In each case listed above it is acceptable for the University to provide a time limited option to a licence to an Output to the Third Party (via a research collaboration agreement, or a studentship agreement, as the case may be). The time limits in the option can be longer than as set out in scenario A (up to 4 months for the “option period”, and up to 4 months for the “negotiation period”) to reflect the fact that the Third Party is making a modest financial contribution to the University. The option should set out that the Third Party will need to submit a business plan to the University at the time the Third Party exercises the option to allow the University to determine whether the licence should be non-exclusive or exclusive, limited to a particular field or broad, and/or limited to a territory or world-wide. If the Third Party cannot submit a business plan, the University should offer an evaluation licence to the Third Party.

In each case listed above it is not acceptable for the University to allow the Third Party to own an Output as set out in scenario C, scenario D, or scenario E.

Scenario C - Significant financial contribution (i.e. 50-99% fEC) from the Third Party to the University

Example C1 - A research project which is part funded by the University providing half the stipend, half the tuition fees, the supervision costs, and the overhead associated with lab space for a PhD student, and a Third Party is prepared to co-fund by providing the University with the other half the stipend, the other half the tuition fees, and funds to cover the research expenses of the research project. This frequently occurs under a co-funded studentship.

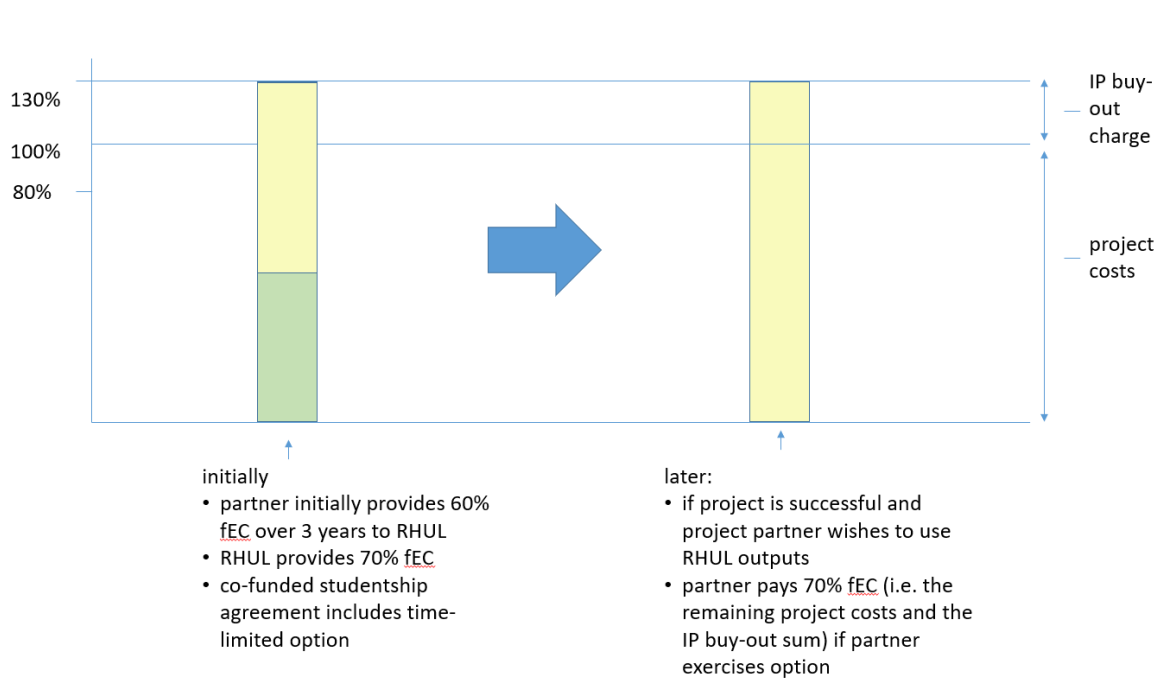


Diagram 18: RHUL's financial contribution as shown in green and the partner's financial contribution as shown in yellow in a "two stage" deal to make Example C1 (i.e. co-funded studentship) more financially sustainable

Example C2 – A research project which is mostly funded by a Third Party who provides the University with the direct costs of a PhD research project (i.e. the stipend, the tuition fees, and the research expenses), and the University is prepared to co-fund the project by providing the supervision costs, and the overheads associated with lab space for a PhD student. This frequently occurs under a "fully funded" studentship.

In each case listed above it is acceptable for the University to provide a time limited option to a licence to an Output to the Third Party (via a studentship agreement). The time limits in the option can be longer than as set out under scenario B (up to 6 months for the "option period", and up to 4 months for the "negotiation period") to reflect the fact that the Third Party is making a significant financial contribution to the University. The option should set out that the Third Party will need to submit a business plan to the University at the time the Third Party exercises the option to allow the University to determine whether the licence should be non-exclusive or exclusive, limited to a particular field or broad, and/or limited to a territory or world-wide. If the Third Party cannot submit a business plan, the University should offer an evaluation licence to the Third Party.

In each case listed above it is also acceptable for the University to allow the Third Party to own an Output (via a studentship agreement) with an obligation to provide the University with a one-off payment to cover the University's investment (and, if possible a Buy-Out Fee) within a fixed period after the end of the project.

In each case listed above it is also acceptable for the University to allow the Third Party to own some of the Outputs (via a studentship agreement) provided there is a clear case that the Outputs which the University will own will be valuable in their own right.

In each case listed above it is not acceptable for the University to allow the Third Party to own the Outputs and to provide a revenue share to the University or to own the Outputs outright as set out in scenario D, or scenario E.

Scenario D - Substantial financial contribution (i.e. 100-129% fEC) from the Third Party to the University

Example D1 – A research project where the Third Party provides the University with 100% fEC but is not prepared to pay the Buy-Out Fee.

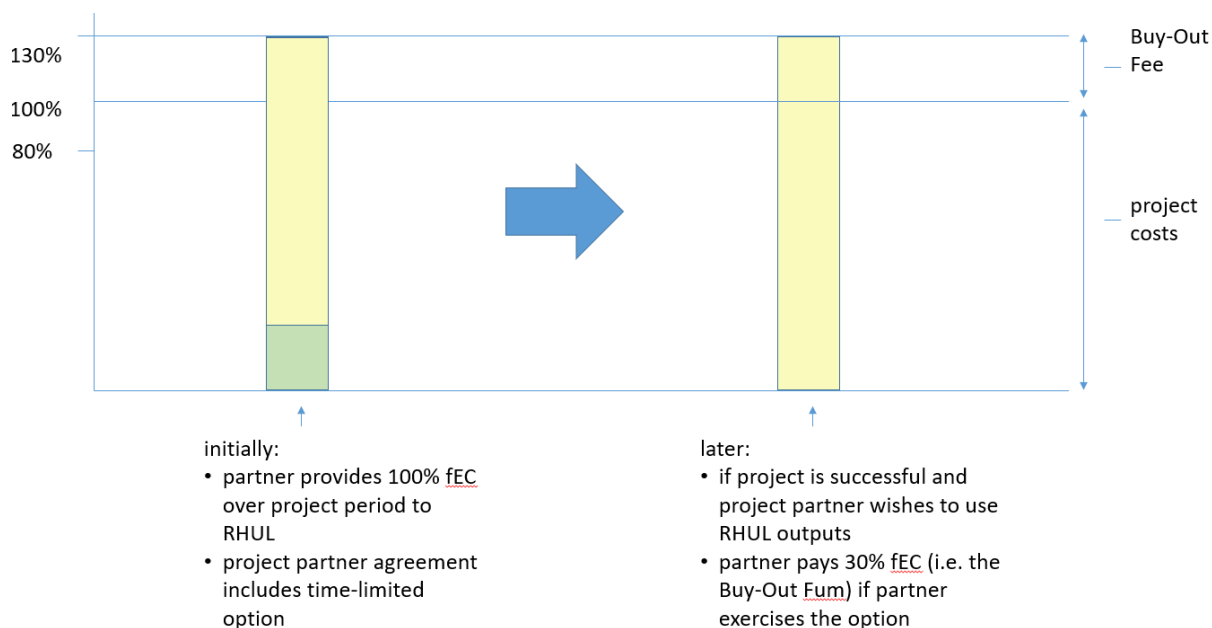


Diagram 19: RHUL’s financial contribution as shown in green and the partner’s financial contribution as shown in yellow in a “two stage” deal to make Example D1 (i.e. 100% fEC collaborative research project) more financially sustainable

In the case listed above it is acceptable for the University to provide a time limited option to a licence to the Outputs to the Third Party (via a research collaboration agreement). The time limits in the option can be longer than as set out under scenario C (up to 12 months for the “option period”, and up to 4 months for the “negotiation period”) to reflect the fact that the Third Party is making a substantial financial contribution to the University. The option should set out that the Third Party will need to submit a business plan to the University at the time the Third Party exercises the option to allow the University to determine whether the licence should be non-exclusive or exclusive, limited to a particular field or broad, and/or limited to a territory or world-wide. If the Third Party cannot submit a business plan, the University should offer an evaluation licence to the Third Party.

In the case listed above it is also acceptable for the University to allow the Third Party to own the Outputs (via a research collaboration agreement) with an obligation to:

- provide the University with a one-off payment for the Buy-Out Fee within a fixed period after the end of the project, or
- put in place a revenue share with the University if Commercialisation of the Outputs is successful.

In the case listed above it is also acceptable for the University to allow the Third Party to own some of the Outputs (via a studentship agreement) provided there is a clear case that the Outputs which the University will own will be valuable in their own right.

In the case listed above it is not acceptable for the University to allow the Third Party to own the Outputs outright as set out in scenario E.

Scenario E - Sustainable financial contribution (i.e. at least 130% fEC) from the Third Party to the University

Example E1 – A research project where the Third Party provides the University with 130% fEC and the Buy-Out Fee.

In this case it is acceptable for the University to allow the Third Party to own the Outputs outright.

ANNEX 4

Authorship, ownership and acknowledgement of a copyright protected work

1. Difference between authorship and ownership of a copyright protected work

There are two different concepts that apply to copyright protected works, namely:

- authorship (i.e. who created the work), and
- ownership (i.e. who owns the work).

Below are three examples which highlight the difference between authorship and ownership and show the proper copyright acknowledgements. It is important to correctly acknowledge copyright ownership (i.e. so that a Third Party wishing to use the copyright protected work can ask the copyright holder for a licence) but optional to acknowledge authorship.

In order for a work to be protected by copyright, the work needs to be fixed in a sense that it has been written on a piece of paper or in digital form (e.g. a Word document). In the examples below the authors have already written the course notes, the technical design (such as an engineering drawing), and the patient questionnaire and therefore these works are copyright protected works. If, however, the technical design was still at “idea stage” and had not yet been fixed, the technical design would not be a copyright protected work.

Example 1:

Professor Joe Bloggs who is an Employee and Professor Freda Davies who is also an Employee co-created course notes in 2015. Therefore, Professor Joe Bloggs and Professor Freda Davies are both authors and, as set out in section 2.1.1 of **Annex 1 (General Provisions)**, copyright in the course notes belong to the University. Consequently, Professor Joe Bloggs should add a copyright acknowledgement as follows:

- © Royal Holloway and Bedford New College 2015, or
- © Royal Holloway and Bedford New College 2015, authors: Professor Joe Bloggs and Professor Freda Davies.

Example 2:

Professor Joan Bloggs who is an Employee and Professor Fred Davies who is an employee of the University of Bath co-created a technical design in 2010. Therefore, Professor Joan Bloggs and Professor Fred Davies are both authors and, as set out in section 2.1.1 of **Annex 1 (General Provisions)**, copyright in the technical design jointly belongs to the University and the University of Bath. Consequently, Professor Joan Bloggs should add a copyright acknowledgement as follows:

- © Royal Holloway and Bedford New College and The University of Bath 2010, or
- © Royal Holloway and Bedford New College and The University of Bath 2010, authors: Professor Joan Bloggs and Professor Fred Davies.

Example 3:

Professor Joe Bloggs who is an Employee and Freda Davies who is a Postgraduate Student co-created a patient questionnaire in 2018. Therefore, Professor Joe Bloggs and Freda Davies are both authors

and, as set out in section 2.1.1 and section 2.2.1 of **Annex 1 (General Provisions)**, copyright in the patient questionnaire belongs to the University. Consequently, Professor Joe Bloggs should add a copyright acknowledgement as follows:

- © Royal Holloway and Bedford New College 2018, or
- © Royal Holloway and Bedford New College 2018, authors: Professor Joe Bloggs and Freda Davies.

2. Acknowledgement of a Third Party Output

Further to section 4.3.1, below are two examples which highlight how a Third Party Output should be acknowledged.

Example 1:

Professor Joan Bloggs who is an Employee wishes to include an image which her collaborator Professor Fred Davies who is an employee of the University of Bath created in 2009 in a presentation which Professor Joan Bloggs created in 2020. Therefore, Professor Joan Bloggs and Professor Fred Davies are both authors and, as set out in section 2.1.1 of the Framework, copyright in the presentation belongs to the University and copyright in the image belongs to The University of Bath. Consequently, Professor Joan Bloggs should add two copyright acknowledgements as follows:

- to the presentation as a whole:
 - © Royal Holloway and Bedford New College 2020, or
 - © Royal Holloway and Bedford New College 2020, author: Professor Joan Bloggs, and
- under the image on the slide which contains the image:
 - © The University of Bath 2009, or
 - © The University of Bath 2009, author: Professor Fred Davies.

In addition, Professor Joan Bloggs should ask Professor Fred Davies whether the University of Bath consents to the image being included in the presentation, and whether the acknowledgement is accurate and sufficient before sharing the presentation.

Example 2:

Joe Bloggs who is a Postgraduate Student wishes to include some data which belongs to a company called Loads of Data, who has allowed the University and certain Postgraduate Students to use the data under a data licence, in his thesis which he wrote in 2019. Therefore, Joe Bloggs is an author and, as set out in section 3.2 of **Annex 1 (General Provisions)**, copyright in the thesis (which is a Scholarly Material) belongs to Joe Bloggs and data belongs Loads of Data. Consequently, Joe Bloggs should add two copyright acknowledgements as follows:

- to the thesis as a whole:
 - © Joe Bloggs 2019
- under the table which contains the data:
 - The data in this table belongs to Load of Data who have kindly agreed to allow their data to be included in my thesis.

In addition, Joe Bloggs should ask his Academic Supervisor to check with Loads of Data whether they consent to the data being included in his thesis, and whether the acknowledgement is accurate and sufficient before submitting his thesis.

3. Acknowledgement of a University Output

Further to section 4.3.2, below are two examples which highlight how a University Output should be acknowledged.

Example 1:

Professor Joan Bloggs who is an Employee wish to include a patient questionnaire which she created in 2008 in a journal article which she wrote in 2018. Therefore, Professor Joan Bloggs is the author and, as set out in section 2.1.1 of **Annex 1 (General Provisions)**, copyright in the patient questionnaire belongs to the University and, as set out in section 3.2 copyright in the journal article belongs to Professor Joan Bloggs (unless the publisher requires Professor Joan Bloggs to assign copyright in the journal article to the publisher). Consequently, Professor Joan Bloggs should add two copyright acknowledgements as follows:

- to the journal article as a whole:
 - o © Professor Joan Bloggs 2018, or
 - o © Name of Publisher 2018, and
- under the patient questionnaire:
 - o © Royal Holloway and Bedford New College 2008, or
 - o © Royal Holloway and Bedford New College 2008, author: Professor Joan Bloggs.

In addition, Professor Joan Bloggs should ask her Authoriser to check if the patient questionnaire can be included in her journal article and whether the acknowledgement is accurate and sufficient before submitting the journal article.

Example 2:

Joe Bloggs who is a Postgraduate Student wishes to include some data which he has gathered during his postgraduate studies in his thesis which he wrote in 2020. Therefore, Joe Bloggs is the author and, as set out in section 2.2.1 of **Annex 1 (General Provisions)**, the data belongs to the University, and, as set out in section 3.2 of **Annex 1 (General Provisions)**, copyright in the thesis (which is a Scholarly Work) belongs to Joe Bloggs. Consequently, Joe Bloggs should add two copyright acknowledgements as follows:

- to the thesis as a whole:
 - o © Joe Bloggs 2020
- under the table which contains the data:
 - o The data in this table belongs to Royal Holloway and Bedford New College who have kindly agreed to allow their data to be included in my thesis.

In addition, Joe Bloggs should ask his Academic Supervisor to check if the data can be included in his thesis and whether the acknowledgement is accurate and sufficient before submitting his thesis.

ANNEX 5

Release of a copyright protected work (other than software) under a Creative Commons licence

This Annex explains the University's considerations when giving advice on releasing a copyright protected work (other than software) which is a University Output under a Creative Commons licence but may also be helpful when considering the release of other Outputs.

At part of its charitable remit and in line with most Funder requirements and subject to section 5.1.1 and section 5.1.2 of **Annex 1 (General Provisions)**, the University should make the Outputs created by staff and students of the University widely available. With respect to a copyright protected work including but not limited to an image, a method description, an interview (including a recording or a transcript), a questionnaire (including a patient questionnaire), or a technical design (such as an engineering drawing), there are four ways the work can be made available to a third party:

- a) under a bespoke licence
- b) under a Creative Commons licence
- c) under a Creative Commons licence and a (later) bespoke licence
- d) without any licence

A bespoke licence is appropriate where a Commercial Partner wishes to use a copyright protected work (other than software) in return for a Royalty. A bespoke licence is therefore a form of Commercial Partnering Arrangement.

A Creative Commons licence is appropriate where another university or non-profit organisation will use the copyright protected work. More information about Creative Commons licences can be found at <https://creativecommons.org/licenses/> and questions about Creative Commons licences should in the first instance be discussed with Library Services.

It is also possible to release a copyright protected work (other than software) both under a Creative Commons licence and a bespoke licence provided a non-commercial Creative Commons licence is used.

The University does not encourage the release of a copyright protected work to a third party with no licence in place as this can create ambiguity.

Below are four examples to show examples of when options a) to c) are appropriate. As explained in **Annex 4 (Authorship, ownership and acknowledgement of a copyright protected work)**, it is important to correctly acknowledge copyright ownership (i.e. so that a Third Party wishing to use the copyright protected work can ask the copyright holder for a licence).

Example 1 (release of a copyright protected work under a bespoke licence):

Professor Joan Bloggs who is an Employee has created a technical design which she knows that a company called We Make It would like to use. Therefore, the copyright in the technical design belongs to the University and Professor Joan Bloggs should, as set out in section 4.7, contact Knowledge Exchange to discuss how the technical design can be released to We Make It under a bespoke licence. The bespoke licence will give We Make It the right to make and sell products to the technical design and will also require We Make It to ensure that the products are safe and to pay a Royalty to the University.

Example 2 (release of a copyright protected work under a Creative Commons licence):

Joe Bloggs who is a Postgraduate Student has created an image which he knows that students at other universities would like to use. Therefore, the copyright in the image belongs to the University and Joe Bloggs decides, after consulting with his Academic Supervisor and Library Services, to release the image on a University managed website under the Creative Commons CC BY-ND licence setting out that the University (rather than Joe Bloggs) owns the copyright in the image. The relevant section of the University managed website reads as follows:

“This image was created by Joe Bloggs in 2018 under a project which was funded by [insert name of Funder] and was published in [insert name of journal]. The copyright in the image belongs to Royal Holloway and Bedford New College and it can be used under the Creative Commons CC BY-ND licence. If you wish to modify the image please get in touch with [insert name of Academic Supervisor with link to Academic Supervisor’s email address] to discuss the terms of a licence.”

Example 3 (release of a copyright protected work under a Creative Commons licence and a bespoke licence):

Professor Joan Bloggs who is an Employee created a patient questionnaire in 2014 which she knows that academics at other universities would like to use. Therefore, the copyright in the patient questionnaire belongs to the University and Professor Joan Bloggs decides, after consulting with Library Services and her Authoriser, to release the patient questionnaire on a University managed website under the Creative Commons CC BY-NC-ND licence setting out that the University (rather than Professor Joan Bloggs) owns the copyright in the patient questionnaire. The relevant section of the University managed website reads as follows:

“This patient questionnaire was created by Professor Joan Bloggs in 2014 under a project which was funded by [insert name of Funder] and was published in [insert name of journal article]. The copyright in the patient questionnaire belongs to Royal Holloway and Bedford New College and it can be used under the Creative Commons CC BY-NC-ND licence. If you wish to modify the patient questionnaire or use the patient questionnaire for commercial purposes please get in touch with Professor Joan Bloggs [and link to Professor Joan Bloggs’ email address] to discuss the terms of a licence.”

In 2020 a company called We Test It gets in touch with Professor Joan Bloggs and indicates that they would like to use the patient questionnaire in a clinical trial. Therefore, Professor Joan Bloggs should, as set out in section 4.7, contact Knowledge Exchange to discuss how the patient questionnaire can be released to We Test It under a bespoke licence. The bespoke licence will allow We Test It to use the patient questionnaire and will also require We Test It to ensure that the clinical trial is carried out safely and to pay a Royalty to the University.

If Professor Joan Bloggs had released the patient questionnaire under the Creative Commons CC BY-ND licence, We Test It could use the patient questionnaire without paying a royalty to the University and it would not be possible to put a bespoke licence in place.

Example 4 (release of a copyright protected work without any licence):

Joe Bloggs who is a University of London Student has created a technical design which he knows that

Professor Freda Davies who is an Employee and a company called We Mark It would like to use. Therefore, the copyright in the technical design belongs to Joe Bloggs and Joe Bloggs decides to share his technical design with Professor Freda Davies and separately with We Mark It.

Professor Freda Davies should not use the technical design unless Joe Bloggs follows good practice and releases his technical design under a bespoke licence or preferably a Creative Commons licence because using the technical design without defined licence terms means that Professor Freda Davies (or the University) may not be able to use any works which Professor Freda Davies creates which is based on the technical design as Professor Freda Davies (or the University) may wish to do.

It would be advisable for We Mark It to follow the same practice but We Mark It is free to proceed as they wish and the University cannot control Joe Bloggs or We Mark It's actions.

The same would apply if Joe Bloggs were an Undergraduate Student.

ANNEX 6

Release of software under an Open Source licence

This Annex explains the University's considerations when giving advice on releasing software which is a University Output under an Open Source licence but may also be helpful when considering the release of other Outputs.

At part of its charitable remit and in line with most Funder requirements and subject to section 5.1.1 and section 5.1.2 of **Annex 1 (General Provisions)**, the University should make the Outputs created by staff and students of the University widely available. With respect to software, there are five ways the software can be made available to a third party:

- a) under a bespoke licence (or a "proprietary" licence)
- b) under a non-commercial licence
- c) under a restrictive Open Source licence (or a "copyleft" Open Source licence)
- d) under a permissive Open Source licence
- e) without any licence

A bespoke licence is appropriate where a Commercial Partner wishes to use some software in return for a Royalty. A bespoke licence is therefore a form of Commercial Partnering Arrangement.

Although they exist, non-commercial licences such as the Java Research Licence "JRL" and the "Aladdin Free Public Licence "AFPL" are not widely used. This is because they do not meet the definition of an Open Source licence.

An Open Source licence is appropriate where another university or non-profit organisation will use the software. More information about Open Source licences can be found at <https://opensource.org/licenses>. Popular restrictive Open Source licences include the General Public Licence v3 "GNU", the Lesser General Public Licence "LGPL" and the Mozilla Public Licence version 2.0 "MPL". Popular permissive Open Source licences include the Apache Licence 2.0 and the MIT licence. Questions about Open Source licences should in the first instance be discussed with Research Contracts.

It is also possible to release software both under an Open Source licence and a bespoke licence provided a restrictive Open Source licence is used.

The University does not encourage the release of software to a third party with no licence in place as this can create ambiguity.

Below are five examples to show examples of when options a) to d) are appropriate. As explained in **Annex 4 (Authorship, ownership and acknowledgement of a copyright protected work)**, it is important to correctly acknowledge copyright ownership (i.e. so that a Third Party wishing to use the software can ask the copyright holder for a licence).

Please note that in the examples below, the software that was written by the Employee or Student was new software and was not a modification of pre-existing software. Please contact Research Contracts if you plan to release any software which is a modification of pre-existing software.

Example 1 (release of software under a bespoke licence or a “proprietary” licence):

Professor Joan Bloggs who is an Employee has written some software which she knows that a company called Software House would like to use. Therefore, the copyright in the software belongs to the University and Professor Joan Bloggs should, as set out in section 4.7, contact Knowledge Exchange to discuss how the software can be released to Software House under a bespoke licence. The bespoke licence will give Software House the right to sell the software and will also require Software House to ensure that the software is suitable for the customers and to pay a Royalty to the University.

Example 2 (release of software under a non-commercial licence):

Joe Bloggs who is a Postgraduate Student has some software which he knows that students at other universities would like to use. Therefore, the copyright in the software belongs to the University and Joe Bloggs decides, after consulting with his Academic Supervisor and Research Contracts, to release the software on a University managed website under the Java Research License or JRL licence (which is a non-commercial licence) setting out that the University (rather than Joe Bloggs) owns the copyright in the software. The relevant section of the University managed website reads as follows:

“This software was created by Joe Bloggs in 2018 under a project which was funded by [insert name of Funder] and was published in [insert name of journal]. The copyright in the software belongs to Royal Holloway and Bedford New College and it can be used under the Java Research License.”

The non-commercial licence allows third parties to use and modify the software for non-commercial purposes only.

Example 3 (release of software under a restrictive Open Source licence or a “copyleft” Open Source licence):

Joe Bloggs who is a Postgraduate Student has some software which he knows that students at other universities would like to use. Therefore, the copyright in the software belongs to the University and Joe Bloggs decides, after consulting with his Academic Supervisor and Research Contracts, to release the software on a University managed website under the General Public Licence v3 licence (which is a restrictive Open Source licence) setting out that the University (rather than Joe Bloggs) owns the copyright in the software. The relevant section of the University managed website reads as follows:

“This software was created by Joe Bloggs in 2018 under a project which was funded by [insert name of Funder] and was published in [insert name of journal]. The copyright in the software belongs to Royal Holloway and Bedford New College and it can be used under the General Public Licence v3 licence.”

The restrictive Open Source licence allows third parties to use and modify the software but obliges a third party to release any modifications they create under the same terms. This means that a third party is likely to use the software Joe Bloggs created for non-commercial purposes only.

Example 4 (release of software under a permissive Open Source licence):

Professor Joan Bloggs who is an Employee wrote some software in 2014 which she knows that academics at other universities would like to use. Therefore, the copyright in the software belongs to

the University and Professor Joan Bloggs decides, after consulting with Library Services and her Authoriser, to release the software on a University managed website under a Apache License 2.0 (i.e. a permissive Open Source licence) setting out that the University (rather than Professor Joan Bloggs) owns the copyright in the software. The relevant section of the University managed website reads as follows:

“This software was created by Professor Joan Bloggs in 2014 under a project which was funded by [insert name of Funder] and was published in [insert name of journal article]. The copyright in the software belongs to Royal Holloway and Bedford New College and it can be used under Apache License 2.0.”

The permissive Open Source licence allows third parties to use and modify the software without obliging the third party to release any modifications they create under the same terms. This means that a third party is likely to use the software Joe Bloggs created for commercial or non-commercial purposes.

Example 5 (release of software without any licence):

Joe Bloggs who is a University of London Student has written some software which he knows that Professor Freda Davies who is an Employee and a company called Software House would like to use and modify. Therefore, the copyright in the software belongs to Joe Bloggs and Joe Bloggs decides to share his software with Professor Freda Davies and separately with Software House.

Professor Freda Davies should not use the software unless Joe Bloggs follows good practice and releases his software under a bespoke licence or preferably an Open Source licence because using the software without defined licence terms means that Professor Freda Davies (or the University) may not be able to use any modification to the software which Professor Freda Davies creates as Professor Freda Davies (or the University) may wish to do.

It would be advisable for Software House to follow the same practice but Software House is free to proceed as they wish and the University cannot control Joe Bloggs or Software House's actions.

The same would apply if Joe Bloggs were an Undergraduate Student.

ANNEX 7

Managing a copyright protected work which is not a University Output

As set out in section 3.1 and section 3.2, copyright in an Artistic Material (e.g. a sculpture) and copyright in a Scholarly Material (e.g. a journal article) belongs to the Originator.

This means that the Originator (rather than the University) will need to negotiate and sign any agreement (e.g. sales agreement, publishing agreement) that relate to the copyright protected work.

The Originator can choose to follow similar steps as the University does with respect to a University Output and release e.g. a copyright protected work under an off-the-shelf licence as set out in **Annex 5 (Release of a copyright protected work (other than software) which is a University Output under a Creative Commons licence)** and **Annex 6 (Release of software which is a University Output under an Open Source licence)**.

Alternatively, the Originator can use the guidance provided by the UK government at <https://www.gov.uk/topic/intellectual-property/copyright>.

ANNEX 8

Confidential circle

The University is generally obliged to share the Outputs created by staff and students of the University as widely as possible. However, if a Third Party wishes to invest in research that may lead to a potentially patentable invention, the University will in consultation with the affected Employee agree with a Third Party that special measures to protect confidentiality and therefore patentability are put in place in the Employee's research group. The University calls this arrangement a "Confidential Circle".

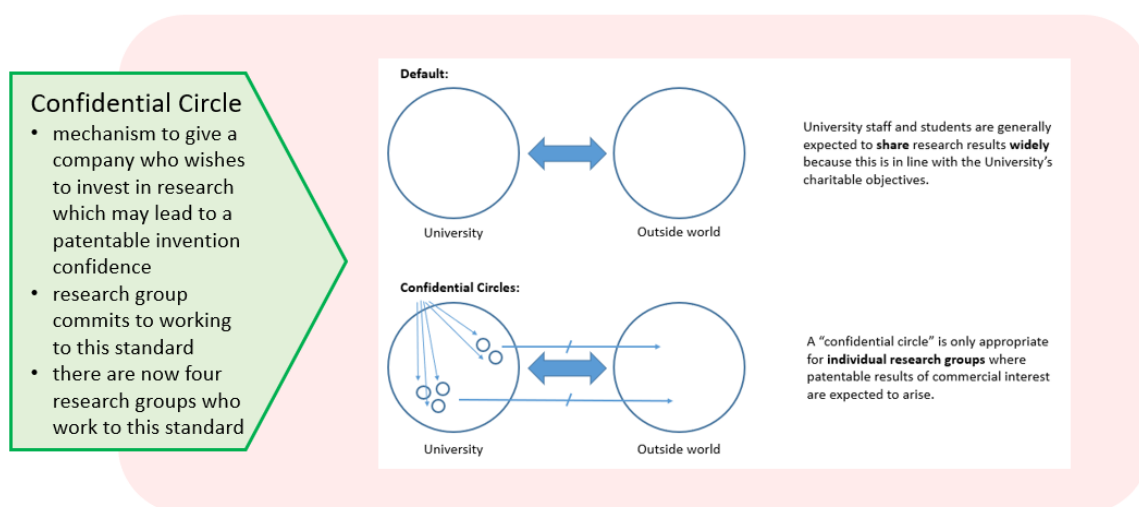


Diagram 20: rational for having Confidential Circles at the University

Where an Employee has agreed that a Confidential Circle will be put in place in his/her research group, the affected Employee will need to ensure that each Postgraduate Student and each Academic Visitor follows certain guideline and signs the required documentation.

ANNEX 9

The University's position on indemnities, representations, warranties, pipelines and repayments

The University has a duty to develop policies and support services which create the best possible environment for Outputs to be created and to be transferred into practical use. The University, however, as a charitable organisation has to be careful not to expose itself to and to safeguard its assets from unnecessary risks. Any agreement in which the University is being asked to make a representation or give a warranty, indemnity or guarantee could potentially expose the University to risk.

- **Indemnity** - The University will not provide an indemnity with respect to an Output because of the increased liabilities involved.
- **Representation** -The University also does not wish to give representations, because of the complexities that can arise with them. Any pre-contractual representation must be excluded by what is often known as an “entire agreement” clause.
- **Warranty** -The warranties that the University is prepared to give will vary slightly depending upon the nature of the transaction. Essentially, they might comprise a limited warranty that the University is the registered proprietor of or applicant for the Output in question; and has not previously assigned or licensed the Output in such a way as would prevent the current agreement being entered into. The warranty of ownership must be limited to the awareness of the University and that awareness will be based solely upon information supplied by named individuals.

Additional warranties, such as, the Output is not encumbered in any way, the other party's use of the Output will not infringe any third party rights, and/or any registered right is valid, increase the University's risk and go beyond the warranties/obligations which the University is prepared to offer and cannot be accepted.

It is also important to be aware of assignments of an Output which assign “all rights, title and interest” in the Output. The University will only ever assign “its right, title and interest” in a University Output.

Pipelines

A pipeline is created if the University grants to a Commercial Partner, a Spin-Out Company or a Start-Up Company an automatic right to a future University Output. Giving away a right to a future University Output, such as an improvement, is giving away an asset of the University for nothing. As a charitable institution, the University cannot do this.

Repayments

The University will not enter into arrangements under which there could be repayment of sums paid to the University, such as an agreement including a repayable deposit. A repayment does not include a claim for damages.

Limitation of Liability

Where the University has entered into warranties or given other commitments to the other party to an agreement, it must limit its liability. That liability should be capped by reference to the financial benefit which the University receives at the time of that agreement, such as the immediate cash consideration (excluding any VAT) which the University has received for the assignment of a University Output. In the case of a licence, it might be linked to royalties received over a specified period.

For a Spin-Out Company (and in some cases a Start-Up Company), the University may own a proportion of that company's shares and therefore the University's liability must be capped accordingly. It must also be made clear that, if the University will make a further investment into the Spin-Out Company (or the Start-Up Company) a later date, the University will not give further warranties or increase the University's liability at that stage.

The University also expects to limit the time within which any claims must be brought.

ANNEX 10

The University's preference for Commercial Partnering Arrangements

As set out in Diagram 21 and Diagram 22, the University prefers some Commercial Partnering Arrangements over other Commercial Partnering Arrangements. It is noted that the University can offer some support to Originator(s) who wish to set up a Spin-Out Company. By contrast, the University is not sufficiently resourced to set up a Spin-Out Company and does not favour this approach as this approach is not scalable.

RHUL and commercialisation - part 1

There are five routes which RHUL could take to commercialise a research output. These are listed in slides 1-2 in order of RHUL's preference:

1. licence to one or more established company/ies
 - this generally works well because the company/ies are set up for the commercial world (e.g. they have sales staff, lawyers and accountants who understand the market they support)
2. licence to an academic led spin-out company
 - the academic(s) and their partner(s) set up a company to develop a product or service based on an RHUL owned research output / technology in their spare time and using their own funds
 - RHUL recommends that:
 - at least one founding member has an MBA or equivalent
 - the academic(s) attend Innovate UK's ICURe programme
 - the academic(s) ask the relevant Executive Dean and HoD if he/she would allow the academic(s) to work for the company during working hours for a fixed period of time (e.g. one year)
 - slides 5-6 set out the internal process the academic(s) need to follow
 - it is not unusual for an academic to start to explore this route and then decide that this is too much work

RHUL and commercialisation - part 2

There are five routes that RHUL could take to commercialise a research output. These are listed in slides 1-2 in order of RHUL's preference :

3. commercialisation via a Technology Transfer Organisation or another university
 - this is the same as route 1 except that there is a "middle-man" who will try to licence the research out / technology to an established company
 - this normally only happens when a research output / technology is co-created with another university
 - RHUL has had mixed experiences with this route
4. CURRENTLY NOT AVAILABLE: RHUL led spin-out company
 - i.e. RHUL and the academic(s) set up a company to develop a product or service based on an RHUL owned research output / technology
 - unfortunately, RHUL currently cannot support this route
5. sales from RHUL
 - the support (e.g. finance, logistics) will need to be provided at school level with legal support from Legal Services
 - RHUL's insurance officer needs to be notified before any sales occur
 - The relevant Executive Dean will need to decide whether his/her school can support this route

ANNEX 11

The Commercial Partnering Panel's Term of Reference

Committee Terms of Reference

Commercial Partnering Panel

Purpose	To drive the commercialisation of University research outputs
Reports to	Executive Board
Sub-committees	none
Regular meetings per year	10
Quorum	3 (including Chair)
Route for submission of business	TBC
Agenda and papers	Circulated 1 week in advance of meetings
Approved by/on	

Terms of Reference

The primary duties of the panel are as follows.

1. To drive and monitor the commercialisation of all types of intellectual property rights derived from University research outputs (including but not limited to patentable inventions and copyright protected works)

2. To approve potential commercialisation partners
3. To monitor the effectiveness of commercial partnerships in commercialising research outputs
4. To review and approve academic proposals for commercialisation
5. To ensure the appropriate and effective management of the University's intellectual property budget
6. To review, approve and record requests for exceptions to the Intellectual Property Policy
7. To review any other matters pertaining to commercialisation as appropriate
8. To provide guidance and support to academics in the protection and commercialisation of University research outputs

Membership

Role	Constituency	Appointed by	Name
Chair	Director of Research and Innovation	Ex officio	Sue Starbuck
Secretary and Member	Head of Knowledge Exchange and Enterprise**	Ex officio	Vacant role
Members	Directors of Research (or alternate) Engineering, Physical and Mathematical Sciences Life Sciences and the Environment One of either Humanities, LSS, SBM, PDA Head of Research Contracts** Finance Manager with HEIF responsibilities (or alternate)	Exec Dean Exec Dean Exec Dean Ex Officio Ex Officio	Kostas Stathis Jessie Ricketts tbc Miranda Joyce James Willshire
By invitation	Executive Deans of School* Heads of Department* Researchers and Academics with potentially commercialisable research outputs* Knowledge Exchange Managers* Research Contracts Managers*	Ex Officio Ex Officio Ex Officio Ex Officio	
Co-option	The Committee may also invite appropriately qualified professionals to meetings to act in an advisory capacity when necessary.		
Minutes and Member	Knowledge Exchange Support Officer	Director of R&I	Vinci Lee

* In attendance; ** Alternate Chair

Note:

Heads of Department, Executive Deans, KEMs and RCMs are invited to participate in panel meetings or sections of panel meetings relevant to their School or Department

Devolved Powers

1. Approval of commercialisation partners
2. Approval of proposals for commercialisation
3. Approval of exceptions to these Annexes
4. Allocation of IP budget

Circulation of Papers

The full set of panel document will be circulated to members in advance of a meeting.

Relevant document will be circulated to those in attendance.

Effectiveness review

3-yearly, to review business covered and consider its performance in achieving its purposes as stated

ANNEX 12

Deciding between relying on an unregistered right or applying for Protection

Overview

In many cases a University Output will automatically be protected by an unregistered right such as copyright or a database right. The advantage of such protection is that it is free, and the disadvantage is that the University would need to prove that a Third Party has copied (part of) the University Output in order to establish infringement. For the avoidance of doubt, a technical design (such as an engineering drawing) is protected by copyright (rather than by design right).

In some case it may be possible to also protect a University Output by a registered right such as a patent application. The advantage of such protection is that there is no need to prove that a Third Party has copied (part of) the University Output in order to establish infringement, and the disadvantage is that such protection is expensive both in terms of costs and other support.

Review and decision

Most companies and universities have a panel of staff who review the relevant factors and then make a decision on whether to rely on an unregistered right or to apply for Protection (e.g. by filing a patent application). This is because the decision is an investment decision and should therefore be applied consistently and carefully documented. The University has chosen to delegate the review and decision to the Commercial Partnering Panel.

Factors to consider

The key factors listed here apply equally to a company and to a university and can be summarised as follows:

- market size,
- sector,
- sufficiency of the unregistered right, and
- type of invention.

It should be appreciated that the list is not exhaustive and that the examples below are intended to be illustrative rather than comprehensive.

Market size

Patent protection is expensive both in terms of cost and other support (e.g. responding to office actions). If an Output is expected to result in a product which will be a “blockbuster”, a company (or university) will be more likely to decide to Protect the Output. Conversely, if an Output is expected to result in a product for a niche market, it makes no sense to invest in Protecting the Output because it will not be possible to recoup the cost of Protecting the Output. Where this is the case, the company (or university) will probably decide to rely on an unregistered right instead of Protecting to Output.

Sector

In the engineering sector a patent is often seen as a “nice to have” rather than as an essential. This is particularly the case where it is easy to make a product with equipment and facilities that can also be used to make another product. By contrast, in the pharmaceutical sector a patent is often seen as an “essential” and a company will not invest in developing a product unless there are valid patents covering most developed countries. The reason for this is that the company will need to invest significant funds to secure regulatory approval and therefore wants to rely on the period of exclusivity to recoup both the cost of Protection and regulatory approval.

Sufficiency of unregistered rights

When a company decides to write software for a particular purpose any new software is automatically protected by copyright. Another company is free to write software for the same purpose as long as the second company does so from scratch. However, it would take the second company a significant amount of time to write software from scratch to arrive at a similar product which means the second company probably would decide that it is not worth writing similar software. This is why many software companies choose to rely on protecting their software by copyright.

By contrast, in the pharmaceutical sector, it can take many years to find a new chemical compound which can treat a particular disease and then many more years to go through the regulatory process in each country to allow the chemical compound to be sold as an approved drug. It would be very easy for a second company to make the chemical compound once the structure of a chemical compound is known. This is another reason why most pharmaceuticals companies see a patent as an “essential”.

Type of invention

Finally, it is important to know that it is easier to enforce a patent that covers a product than a patent that covers a process of making a product. For example, a pharmaceutical company has a patent that protects a biological that can be used as a vaccine. The company finds that a competitor is selling a vaccine with a biological that falls within the company’s patent and knows that it will be easy to prove to a court that competitor is infringing the company’s patent. By contrast, if a pharmaceutical company has a patent that protects a method of making a biological it is more difficult to prove to a court that the other company has used the particular process to make the biological. This means that it makes more sense from an investment perspective to protect a product and less sense to protect a method of making a product.

ANNEX 13

Detailed provisions about the sharing of Net Income

Where an Output was notified to the University up until 31st December 2020 and where the Commercial Partnering Arrangement for the Output was signed up until 31st December 2020, the University will continue to share the Net Income in accordance with the 2011 Exploitation of Inventions and Patents Code of Practice.

Where an Output was notified to the University on or after 1st January 2021 or the Commercial Partnering Arrangement was signed on or after 1st January 2021 irrespective of when the Output was notified to the University, the University may share the Net Income in accordance with this Annex.

1. Inventor/School/University Share

If the University decides to share the Net Income for a particular Output which was notified to the University on or after 1st January 2021 or where the Commercial Partnering Arrangement was signed on or after 1st January 2021, the split will be as follows:

Total Net Income	Originator(s)	School(s)	University	
up to £5,000	100%	0%	0%	
£5,001 - £75,000	50%	20%	30%	
			15%	15% for Patent Support Fund
over £75,000	30%	30%	40%	
			15%	25% for Patent Support Fund

In the table above School(s) means the School(s) from which the University Output originated.

Sharing of the Originators' portion of the Net Income between Originators - if there is more than one Originator, the portion of the Net Income due to the Originators (as set out in the table above) needs to be further shared between the individual Originators. The proportion each Originator receives will reflect the contribution of each Originator as set out in the relevant Technology Disclosure Form unless the Originators have agreed in writing at a later date via an amendment to the Technology Disclosure Form on a different proportion.

Sharing of the Originators' portion of the Net Income with Contributor(s) - in some cases the Originator(s) may feel that the portion of the Net Income due to the Originators (as set out in the table above) should also be shared with Contributor(s). The Originator may make such a request when a payment is due and should record his or her intention in writing via an amendment to the Technology Disclosure Form. If there is more than one Originator then all Originators must be in agreement and record their intention via an amendment to the Technology Disclosure Form. For the avoidance of

doubt, Contributor(s) do not have a right to any share of the Net Income and can only receive a share of the Net Income if the Originator(s) request this.

2. Clarification about Net Income

The University records all Net Income which relates to a particular University Output / technology under the relevant technology code.

Net Income includes any income the University receives under any Commercial Partnering Arrangement, but does not include:

- shares in a Spin-Out Company or a Start-Up Company or any proceeds from such shares; or
- any funding or payment made to support a Student; or
- income or capital representing payments for, or on account of, research (whether expressly or which have been taken into account in seeking to recover full economic costs);
- income or capital representing payments (whether lump sum, royalty or otherwise) for a licence of a Third Party Output created during the course of a research programme, up to and including the full economic cost of such research to the University less the amount of such full economic cost as has been paid by such Third Party or an affiliate of it to the University for such research.

3. Clarification about deduction of direct costs

The University records all direct costs which relates to a particular University Output / technology under the relevant technology code.

At the point that Net Income is distributed for the first time (i.e. the first round of income distribution) the University will pay any employer's national insurance contribution if the University makes a payment to an employee in order to pass the Originator(s)' share to an employee.

In the first instance, the employer's national insurance contribution made in connection with passing an Originator(s)' share to an employee will be deducted wholly from the University's share. In the second instance if the University's share is not sufficient to cover the employer's national insurance contribution, the employer's national insurance contribution will be deducted (in part) from the School(s)' share.

As the employer's national insurance contribution is a cost to the University (and the School), the University will record this cost as a direct cost under the relevant technology code. This means that if there is a further round of income distribution, the employer's national insurance contribution of the earlier round will be deducted as a direct cost from any additional Net Income.

4. Tax and National Insurance

Deduction at Source for Employees - All payments to be made by the University to an Originator (or Contributor) pursuant to this **Annex 13 (Detailed provisions about the sharing of Net Income)** will be subject to the deduction of any applicable income tax, employee's national insurance, apprenticeship

levy, and any other equivalent deductions at source.

Declaration and Payment - If an Originator is no longer an Employee, then, before the University makes any payment to him or her, the University will require:

- a written confirmation from the Originator that he or she will declare such payment on all relevant tax returns and indemnify the University against any tax, national insurance, interest and penalties payable in respect of such payment or allotment; and
- actual payment of any known or reasonably anticipated tax, national insurance, interest and penalties which may arise in respect of such payment/allotment, and the University is authorised to deduct from any payment due to such former Employee.

Indemnity - If income tax and/or national insurance subsequently becomes payable on revenue sharing payments made to an Originator, then the Originator must indemnify the University against any tax, national insurance, interest and penalties in respect of such payments.

5. Alternative Arrangements

Where there are more than three Originators, the University will pass the Originator's share to the School (in addition to the School's share) so that the School can use the funds for the benefit of the Originator(s).

Where the University (or an Employee) has requested that the Net Income should be put into an account and used for a specific purpose as is the case for University Outputs created under any University Project which are funded or part funded by StoryFutures grant funds or CoStar grant funds, the University will pass the Originator's share to the School (in addition to the School's share) so that the School can use the funds for the specific purpose.

6. New employer to take on University's obligation to share Net Income if the Originator transfers to another organisation

The University will as a rule pass any funds due to any Originator to the Originator even if he or she has ceased to be an Employee, a Postgraduate Student or an Academic Visitor for any reason. However, if an Originator transfers to another organisation and the University agrees to assign a particular University Output to the other organisation and passes the obligation to share Net Income to the other organisation via a formal agreement (typically an assignment with future revenue share agreement) then the University's obligation to share Net Income with the transferring Originator will cease.

7. Waiver procedure

An Originator (or Contributor if nominated by an Originator) who is an employee of the University may waive all or part of any payment due to him or her under a Licence. For the avoidance of doubt, i) the waiver will need to be made via a Waiver Form, ii) each Originator (or Contributor) will need to complete a separate Waiver Form for each Licence, iii) any Waiver Form will need to be signed before the relevant Licence is signed, iv) any Waiver Form, once signed, cannot be revoked unless the Originator (or Contributor) leaves the employment of the University, and v) an Originator (or Contributor) cannot request that a waiver be put in place after the relevant Licence has been signed.

8. Missing Originator

Notification of Address - It is the obligation of each Originator who ceases to be an Employee, a Student, or an Academic Visitor, to notify Knowledge Exchange of his or her current email address to allow Knowledge Exchange to get in touch with the Originator in the event that there is a sharing of Net Income. If an Originator fails to provide Knowledge Exchange with his or her current email address, then he or she will be treated as a missing Originator and the University will retain any unclaimed share of Net Income for such missing Originator. For the avoidance of doubt, the University will not be a trustee of any such unclaimed share of Net Income.

Unclaimed Amounts - Any share of Net Income which remains unclaimed for three years from the date the relevant Income is received by the University will, after that date, be forfeited and will revert to the University, who will distribute such Net Income after excluding the missing Originator from the calculations.

9. Deceased Originator

In the case of the death of an individual due a share of income, that share of any income will be payable to the estate of the deceased.

10. Example of how the Net Income is distributed

It is easiest to understand how the Net Income is distributed by looking at specific examples. In the table below you can see how much the Inventor(s), the School and the University would receive depending on how much income the University receives.

The details of the scenario are as follows:

- there are two Inventors - one an Employee and one a former PhD student
- both Inventors are connected to the same School
- the Inventors have agreed that the Employee's inventive contribution was 30% and the former PhD student's contribution was 70%
- the University's expenses in securing patent protection have been £7,700

Calculation of Net Income			Distribution of Net Income					
Income received	Expenses	Net Income	Inventors		School	University		
			Em- ployee	former PhD student		general funds	Patent Support Fund	
5,000	7,700	0	-	-	-	-	-	
10,000	7,700	2,300	100%		0%	0%	0%	
			30%	70%				

Calculation of Net Income				Distribution of Net Income				
Income received	Expenses	Net Income		Inventors		School	University	
				Em- ployee	former PhD student		general funds	Patent Support Fund
				690	1610	0	0	0
			total	690	1610	0	0	0
20,000	7,700	12,300	up to 5K	100%		0%	0%	0%
				30%	70%			
				1,500	3,500			
			5K – 75K	50%		20%	15%	15%
				30%	70%			
				1,095	2,555	1,460	1,095	1,095
			total	2,595	6,055	1,460	1,095	1,095
100,000	7,700	92,300	up to 5K	100%		0%	0%	0%
				30%	70%			
				1,500	3,500	0	0	0
			5K – 75K	50%		20%	15%	15%
				30%	70%			
				6,750	15,750	9,000	6,750	6,750
			total	8,250	19,250	9,000	6,750	6,750
500,000	7,700	492,300	up to 5K	100%		0%	0%	0%
				30%	70%			
				1,500	3,500	0	0	0
			5K – 75K	50%		20%	15%	15%
				30%	70%			
				10,500	24,500	14,000	10,500	10,500
			over 75K	30%		30%	15%	25%
				30%	70%			
				37,557	87,633	125,190	62,595	104,325
			total	49,557	115,633	139,190	73,095	114,825

The table shows that, e.g. if the University receives £100K, it will after deducting its expenses, distribute £8,250 to the employee*, £19,250 to the former PhD student*, £9,000 to the School, and place £6,750 in the Patent Support Fund. (The asterisk means that this is the figure before deduction of income taxes).

Where the University receives Income in more than one instalment, the later income will be treated as additional Income rather than new Income. For example, if the University first received £20,000 it would distribute the Net Income as shown in the table above. If the University later received £100,000 the second round of income would be distributed as shown in the table below (assuming it had not incurred further expenses).

Calculation of Net Income			Distribution of Net Income					
Income received	Expenses	Net Income		Inventors		School	University	
				Em- ployee	former PhD student		general funds	Patent Support Fund
100,000	0	100,000	5K – 75K	50%		20%	15%	15%
				30%	70%			
				9,405	21,945	12,540	9,405	9,405
			over 75K	30%		30%	15%	25%
				30%	70%			
				3,357	7,833	11,190	5,595	9,325
			total	12,762	29,778	23,730	15,000	18,730

This is because the “up to £5K” allocation was used completely under the first payment and £7,300 of the “£5K - £75K” allocation was used under the first payment. Therefore only £62,700 can now be paid under the “£5K - £75K” allocation and the remaining £37,300 are paid under the “over £75K” allocation.

ANNEX 14

The University's position on non-commercial partnering arrangements

The University is prepared to enter into a non-commercial partnering arrangement in the context:

- a. an invention which relates to a new active ingredient, where the University will follow the "Essential Medicines" process as set out below, and
- b. a social enterprise which may benefit the local community, where the University will follow the "Social Enterprise" process as set out below.

Essential Medicines

The University is committed to supporting fair access to medicines for those in low income countries. Where relevant, the University will implement a technology transfer strategy that promotes the availability of an essential medicine in such countries whilst recognising any Commercial Partner's legitimate business concerns. In particular, the University achieves this by:

1. filing and prosecuting new active ingredient patent applications in low income countries only as necessary (for example, to provide development and marketing leverage for new products, or to exert leverage over global licensees, or to promote product manufacture in the country);
2. including, where possible, provisions in its stand-alone Licences that seek to promote the manufacture of medicines or the availability of active pharmaceutical ingredients at affordable prices to low income countries.

The University expects any Commercial Partner to appreciate and cooperate with the University to support the University with its commitment.

Social Enterprises

The University is committed to supporting the local community. Where relevant, the University will implement a technology transfer strategy that promotes the availability of a particular University Output to the local community whilst recognising any Commercial Partner's legitimate business concerns. In particular, the University achieves this by including, where possible, provisions in its stand-alone Licences that allow a local enterprise to use the same University Output locally only.

The University expects its any Commercial Partner to appreciate and cooperate with the University to support the University with its commitment.

ANNEX 15

Appeal process

If an Employee, a Postgraduate Student, an Academic Visitor, an Undergraduate Student or a University of London Student, disagrees with the Associate Pro-Vice-Chancellor (Research and Innovation)'s decision pursuant to section 7.2, that party shall have a right of appeal to the Vice-Chancellor and Principal (or their nominee).

The Employee, the Postgraduate Student, the Academic Visitor, the Undergraduate Student or the University of London Student shall within fourteen days of the Associate Pro-Vice-Chancellor (Research and Innovation)'s decision pursuant to section 7.2, submit a written appeal to the Vice Chancellor (or his or her nominee) setting out the facts, why he or she disagrees with the Associate Pro-Vice-Chancellor (Research and Innovation)'s decision, and what course of action he or she believes that Research and Innovation should take instead.

The Vice-Chancellor and Principal (or their nominee) will then meet with the Director of Research and Innovation and the Associate Pro-Vice-Chancellor (Research and Innovation), to explore if there are special circumstances that have not yet been considered. If the Vice-Chancellor and Principal (or their nominee) finds that Associate Pro-Vice-Chancellor (Research and Innovation)'s decision was reasonable then the Vice-Chancellor and Principal (or their nominee) will inform the Employee, the Postgraduate Student, the Academic Visitor, the Undergraduate Student or the University of London Student, as the case may be, that this is the case. If the Vice-Chancellor and Principal (or their nominee) disagrees with Associate Pro-Vice-Chancellor (Research and Innovation)'s decision, then the Vice-Chancellor and Principal (or their nominee) will advise the Employee, the Postgraduate Student, the Academic Visitor, the Undergraduate Student or the University of London Student, that Research and Innovation will follow a different course of action.

The Vice-Chancellor and Principal or their nominee's decision on the matter shall be final.