

Intellectual Property Policy 2026 - 2028

Equality Impact Assessment: Askham Bryan College recognises the importance of the Equality Act 2010 and its duties under the Act. This document has been assessed to ensure that it does not adversely affect staff, students or stakeholders on the grounds of any protected characteristics.

1. POLICY STATEMENT

- 1.1 This document sets out the College's Intellectual Property (IP) policy which governs the ownership and management of College IP. The College recognises the importance of IP in supporting innovation, research excellence, and knowledge exchange while at the same time ensuring compliance with legal and ethical standards.

2. PURPOSE

- 2.1 The purpose of this policy is to define ownership, rights, and responsibilities relating to intellectual property, including teaching materials, research outputs (which includes but is not limited to, books, articles, student projects, exhibitions, conferences, software, patents, visual media etc), and commercialisation opportunities. It aims to foster an environment that encourages creativity, protects IP, and promotes fair benefit-sharing.

3. STATUS

- 3.1 This Policy is specifically incorporated into all employees' contracts of employment and any legal relationship between the College and its students.
- 3.2 Notwithstanding anything to the contrary in this Policy, the terms of any and all contracts and agreements agreed with external organisations that concern College IP shall prevail.
- 3.3 This Policy may be subject to change

4. SCOPE

- 4.1 This policy applies to all staff, students, contractors, and visitors engaged in activities that result in the creation of intellectual property at Askham Bryan College. It covers all campuses, subsidiaries, and collaborative research projects.

5. WHAT IS INTELLECTUAL PROPERTY?

- 5.1 There are numerous definitions of IP. In essence, IP may be regarded as “knowledge and its creative application”. In practical terms all material generated by staff should be regarded as potentially having IP. Examples of IP include patents, copyright, performance rights, design rights and trademarks.

6. THE COLLEGE'S GENERAL APPROACH

- 6.1 Subject to certain conditions referred to below:
- 6.1.1 Where a member of staff creates IP during the course of their employment the College will own that IP;
- 6.1.2 Where a student creates IP as part of their academic programme the student will own the IP.

7. OWNERSHIP OF IP AND SHARING BENEFITS

Staff

- 7.1 Although the legal position is inevitably complex, the College’s position reflects the general law, in that, unless there are specific agreements to the contrary, the College will normally be regarded as owning all intellectual property generated by College staff during the course of their employment, made in the course of the employee’s normal duties.
- 7.2 However, not all IP generated by staff during the course of their employment necessarily belongs to the College. There are two exceptions to the general rule set out in above:
- (a) the College may, as a matter of policy, determine that particular categories of IP should be vested in the staff who produce them. Nonetheless, the College's capacity to waive its claim to IP is limited: partly for financial reasons, but also because it is a charitable body (and therefore obliged by law to own IP), the College has to take all reasonable measures to seek to maximise the returns on its assets (which includes IP). The College has decided not to make any claim over income generated by staff or students from academic publications, for example received through the publication of a book or article;
- (b) some IP is generated on research or other third-party contracts the terms of which may give third parties (usually the funding body in question) rights over some or all of the IP. (In practice, such third-party rights will be negotiated between the College and the funding body before the research contract in question is signed).
- 7.3 It also depends on what is said in the staff member’s contract of employment.

Students

- 7.4 The general rule is that where a student generates IP as part of their academic programme, they will have sole ownership of this IP unless:
- 7.4.1 the IP was generated as part of an activity where a third party requires ownership (e.g. where on a student placement a host requires ownership or where research is sponsored and the sponsor requires ownership or a student is working on a third party funded contract; in such circumstances the student confirms that they agree that the College may be required to own such Intellectual Property in order to comply with the terms of an agreement with the third-party funder);
 - 7.4.2 the student generated IP builds upon existing IP generated by College staff;
 - 7.4.3 the student generated IP is jointly created with College staff (including research project supervision);
 - 7.4.4 the student is, or has the status of, College employee (in which case they are treated by College and the law as employees);
 - 7.4.5 the student is recruited on a specific understanding that due to the particular commercial or IP sensitive environment their IP position is varied.
- 7.5 Where the exceptions 7.4.2 to 7.4.4 above apply, the College will be the sole owner. However, the College is committed to sharing the benefits from the exploitation of this ownership with the student in accordance with the framework described below under the heading “Commercial Exploitation and Process” (see section 9).
- 7.6 For the avoidance of doubt where a student generates IP outside of their academic programme but has used College resources in the generation of the IP, the College will also be the sole owner. Where the College is to be the sole owner of the IP the student:
- 7.6.1 may not outside of necessary use of their academic programme use, licence or transfer any of the IP they have generated without the agreement of the College. Any agreement to be given through the Research and Development Committee.
 - 7.6.2 will complete all necessary further steps to ensure the College can fully enjoy its rights.
- 7.7 Where the Intellectual Property cannot be separated from that developed by Staff. For example, where a supervisor has significantly contributed to the creation of new Intellectual Property in the research leading to the publication of a thesis, the fair and equitable approach would be to conclude joint ownership, subject always to the student receiving a fair share of any revenue derived from such Intellectual Property.

Student as Owner of the IP

7.8 Where a student is to be the owner of the IP the student grants the College a free, irrevocable non-exclusive licence to allow the College to complete its commitments to the student e.g. relating to the supervision and assessment of the student's work.

Income generated by students from academic publications

7.9 Whilst the College will retain ownership rights over publications containing College owned IP in line with the above, the College will not make any claim over income generated by the student from academic publications.

8. CONDITIONS OF OWNERSHIP, USE AND OWNERSHIP OF IP

8.1 The College's conditions on the ownership, use and exploitation of IP are designed to reflect the general position under the law: the College asserts its right to ownership and use of all IP generated by staff during the course of their employment, and it likewise asserts its right to ownership and use of all IP generated by staff outside the course of their employment where substantial College resources have been used. Where the College has ownership, it is committed to sharing with the staff and students concerned the rewards derived from successful commercial exploitation of IP which they have generated.

8.2 Against this background, the following specific conditions apply to the ownership, use and exploitation of IP:

8.2.1 Except as may be provided in a contract with a third party (for example, a funding body), except in cases where an individual has been employed specifically for the purpose of producing a particular academic publication, and except where publication might result in the loss of an opportunity for commercial exploitation, the College freely allows members of staff and students to publish College IP in research outputs and to keep all income from those publications, subject to prior approval by the Research and Development Committee. (Cases of doubt or cases requiring interpretation should be referred to Research and Development Committee);

8.2.2 Subject to 8.2.1 above, the College owns and therefore has the right to use without limitation all material that is generated by staff during the course of their employment and any IP that is generated by staff outside the course of their employment but which is based upon substantial use of College resources.

8.3 The College when publishing IP generated by staff and students will wherever practicable give due acknowledgement to the authorship of material.

8.4 Where the College commercially exploits IP generated by members of staff or students it will share a percentage of the income it derives from such commercial exploitation with the authors/inventors in accordance with the below.

9. COMMERCIAL EXPLOITATION AND PROCESS

- 9.1 For the purposes of this Policy “commercial exploitation” is where the primary purpose of an activity falls outside the education and core academic research missions of the College.
- 9.2 The protection and exploitation of commercially-valuable IP is undertaken on behalf of the College by the College Senior Leadership Team (“SLT”). All invention disclosures, formal IP protection and the review and approval of all transactions that grant third parties rights and/or access to College IP must be reviewed and managed by SLT who will obtain all appropriate College approvals.
- 9.3 Where the College and members of staff wish to seek the commercial exploitation of any IP owned in whole or in part by the College, they must do so through SLT. The precise mechanism for exploitation will vary: in some cases it may be through a new company, licensing, or through revenue share or assignment of IP to a third party.
- 9.4 Decisions on the sharing of any benefits from the exploitation of IP will be made within the following framework:
- 9.4.1 The individuals concerned (hereinafter referred to as the 'inventors') will be required at the outset to warrant that they and only they have contributed to the generation of the IP in question (i.e. the specific IP that will form the basis for any subsequent licence, IP sale or spinout company), and to agree between themselves the distribution of the inventors' share of any income or capital gain arising from the exploitation of that IP. Those who are identified as inventors may include academic and related staff, support staff and postgraduate and other students of the College;
- 9.4.2 Where a financial return is generated through licensing, assignment or revenue share agreements the inventors will receive a proportion of the net proceeds from exploitation (after meeting any costs, including College overheads), to be negotiated and agreed between the College and the inventor, with the residue accruing to the College.
- 9.5 In cases where a new company is formed to exploit the IP in question, the inventors, will receive a fair economic interest in that company (in most cases through a shareholding). The initial split of interests prior to external investment will be:
- 9.5.1 IP based spinout (i.e. based upon defined IP whether formally protected or not): the inventors will receive a percentage of the net proceeds from exploitation (after meeting any costs, including College overheads), to be negotiated and agreed between the College and the inventor, with- Where a formal commercialisation partner is involved in the development of the opportunity the College may allocate a proportion of its interests to that partner;
- 9.6 Members of staff are expected to take all reasonable steps to ensure that the College's IP is properly protected.

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- 9.7 For the avoidance of doubt, the College acknowledges and accepts that in the case of any inconsistency, it is bound by its legal responsibilities and obligations to staff contained within the general law that cannot be varied by these conditions.

10. CONFIDENTIALITY

- 10.1 It is a condition of employment or affiliation that individuals must familiarise themselves with and preserve the confidentiality of sensitive information which is made available to them during the course of their work. All confidential information received under Non-Disclosure Agreements (NDAs) or research contracts must be treated in confidence and can only be disclosed to those individuals who need access to the information as stated in the agreement or contract, provided they too observe the confidentiality obligations.
- 10.2 Individuals are advised that any non-confidential disclosures of IP generated during the course of College activities may prejudice future programmes of research, and/or commercial opportunities, such as a non-confidential disclosure of information pertaining to a patent application made prior to that application being submitted.
- 10.3 Individuals are requested to notify the Assistant Principal HE and HE Academic Registrar and or Deputy Chief Executive as soon as possible, if they are concerned about inadvertent disclosure.

11. RESEARCH PROJECTS

- 11.1 Research by staff and students must be carried out in accordance with the College's Research Ethics Policy. Any research conducted that may result in the generation of Intellectual Property must follow the Research Ethics Policy.
- 11.2 The College shall have an irrevocable, royalty-free, non-exclusive, worldwide licence to:
- a) use research produced by academic staff in the course of their employment for its own non-commercial research, teaching and administrative purposes (including providing copies to government, regulatory and quality assurance bodies, and similar agencies);
 - b) exploit academic research commercially, on its own or in conjunction with other partners; and
 - c) sub-licence the use of research to other partners for commercial purposes or non-commercial research, teaching and administrative purposes.
- 11.3 Staff are responsible for ensuring that these rights are drawn to the attention of:
- a) publishers, when entering into publication agreements; and
 - b) co-authors who are not College staff.
- 11.3 Any commercial exploitation of research by the College (on its own, in conjunction with other partners or through sublicensing arrangements) shall be preceded by consultation with the academic staff member who is the author. The income from

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commercial exploitation shall be subject to income sharing between the College and the staff member in accordance with section 9 above.

- 11.4 The College acknowledges the moral rights of academic staff in their published and unpublished research. When using research, the College will protect these rights by ensuring that:
- a) where staff have been identified as the authors of research, they continue to be identified; and
 - b) research is not modified or altered without the author's consent.

12. TEACHING MATERIALS

Ownership of IP in Teaching Materials

- 12.1 The College will own the intellectual property in teaching materials created and/or developed by an employee or a student.

Declaration of Teaching Materials

- 12.2 All employees shall declare to the College, on or before the start of their employment, any teaching materials that they bring with them for use at the College which they have already created and confirm the basis of their ongoing rights to use them.

Commercialisation of Teaching Materials

- 12.3 The College is free to commercialise teaching materials as it sees fit (whether for financial gain or not), including licensing or assigning the IP in teaching materials to third parties, or merging such teaching materials with other materials created within the College or elsewhere.

13. SCHOLARLY MATERIALS

- 13.1 The copyright in all records and documents made by employees or students who are employed to teach shall belong to the Corporation. For the avoidance of doubt, the copyright in course materials produced for the purposes of a course run by the College/UCAB shall belong to the Corporation.

14. RESEARCH DATA AND DATASETS

- 14.1 The College expects staff and students who collect under the College's name to share their data.
- 14.2 For undergraduate students by submitting their level 6 research project/dissertation, students are also agreeing to submit any datasets used by them and materials supporting the results or analyses presented in their dissertation (as per instructions provided for their assessment submission, so that these can be made freely available by University Centre Askham Bryan for future publications/conferences. Any personal data must first be removed or otherwise anonymised before submission.

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- 14.3 Where research data has been provided by an external organisation, a data-sharing agreement should be in place before the data is provided. Unless otherwise agreed, it will be for the Legal and Compliance Adviser to set up that data sharing agreement.

15. SOFTWARE AND DIGITAL MEDIA

- 15.1 Software and digital content created using substantial institutional resources falls under institutional ownership.
- 15.2 Open-source software development requires prior approval when using College resources.

16. COMPLIANCE WITH 3RD PARTY RIGHTS

- 16.1 The College is committed to respecting the intellectual property rights of others and expects its staff and students to do so. This includes compliance with copyright and software licenses entered into by the College.
- 16.2 When copying and using third-party material in their learning, teaching and research, staff and students must ensure that they comply with copyright law, this policy and any guidance issued by the College. Compliance with copyright law is a condition of use of the College's library and IT facilities. Disregard for copyright and other intellectual property rights may lead to withdrawal of College facilities and disciplinary action.
- 16.3 The College accepts no liability for any infringement of intellectual property rights which results from the publication of works by staff or students, other than works published by the College itself. Staff, students and their publishers are responsible for ensuring that their publications comply with all relevant laws and legal rights.

17. VISITING ACADEMICS

- 17.1 Unless agreed to the contrary visiting academics or researchers will be treated as members of staff, in terms of any intellectual property that they develop whilst at the College i.e. the College claims ownership of IP and rewards inventors in the same manner as College members of staff.
- 17.2 Many researchers or academics who are visiting the College have access to College facilities and research information that may be confidential to a third party collaborator, or during the course of a research project where the IP arising from it is committed to a collaborator or funding body. The College needs to ensure that it acts in compliance with any terms to funding and any other agreements (such as confidentiality agreements) that have been signed with a collaborator or funder.

18. DISPUTE RESOLUTION

- 18.1 Any issues, dispute, claims or any clarification required as to any provision of this Policy should in the first instance be referred to the Assistant Principal HE and HE Academic Registrar and or Deputy Chief Executive who will liaise with the relevant Head of Department or their nominee in considering the matter.

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- 18.2 If a decision is not mutually agreed within a reasonable amount of time then the dispute can be referred to the Deputy Chief Executive who will make a determination.
- 18.3 If the parties seek outside advice in such a dispute, the costs of such advice will be borne by the party seeking it. The decision will be final and binding on all parties involved.

19. RESPONSIBILITIES

- 19.1 The Deputy Chief Executive will have overall responsibility for ensuring compliance with this Policy. The Deputy Chief Executive will be assisted by Assistant Principal HE and HE Academic Registrar to ensure compliance with this Policy.

20. MONITORING AND REVIEW

- 20.1 The Chair of the RDC will maintain oversight of the effectiveness of these arrangements. This Policy and the implementation arrangements which underpin it will be reviewed every 2 years by the Assistant Principal HE and HE Academic Registrar, supported by the HE Academic Enhancement and Research Manager and Legal and Compliance Adviser.

21. SUPPORTING/RELATED DOCUMENTS

Staff contracts of employment
CMA Guidance
Research Ethics Policy

22. RELEVANT LEGISLATION

Copyright, Designs and Patents Act 1988
Data Protection Act 2018 and UK GDPR
Equality Act 2010
Higher Education and Research Act 2017

23. DOCUMENT HISTORY

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APPENDIX A - KEY DEFINITIONS

“Intellectual Property” refers to creations of the mind, such as inventions, literary and artistic works, designs, and symbols, names and images used in commerce.

There are different types of intellectual property *rights* depending on the type of intellectual property that is being protected and degree of protection sought:

Copyright – protects literary, dramatic or musical work, films and sounds recordings, broadcasts, cable programmes or published editions. The length of time that a work is protected depends on the type of work:

- **Literary, dramatic, musical or artistic work** –70 years from the death of the author or creator of the works;
- **Sound recordings** – 50 years from the end of the year in which it was made;
- **Films** –70 years from the end of the year in which the death occurs of the last to survive the principal director, the creators of the screenplay and dialogue, or the creator of any music specifically created for the film;
- **Broadcasts and cable programmes** – 50 years after the first broadcast.

All of the UK’s intellectual property law is set down in the Copyright, Designs and Patent Act (CDPA) 1998. The Copyright (Computer Programs) Regulations 1992 extended the rules covering literary works to include computer programs.

Copyright is an automatic right and arises whenever an individual or company creates a work. To qualify, a work should be regarded as original, and exhibit a degree of labour, skill or judgement.

Interpretation is related to the independent creation rather than the idea behind the creation. For example, your idea for a book would not itself be protected, but the actual content of a book you write would be. In other words, someone else is still entitled to write their own book around the same idea, provided they do not directly copy or adapt yours to do so.

Names, titles, short phrases and colours are not generally considered unique or substantial enough to be covered, but a creation, such as a logo, that combines these elements may be.

In short, work that expresses an idea may be protected; but not the idea behind it.

Source: The UK Copyright Service

(https://copyrightservice.co.uk/copyright/intellectual_property)

Trademark – commonly used by businesses, to protect their brand and to differentiate them from other brands by prohibiting similar branding or product naming. A Trademark will last for 10 years once it has been granted;

Patent – protects new inventions and how they work. Patents will last for as long as the owner of the Patent pays the annual renewal fee, to keep the Patent active. Where an individual or business fails to pay the renewal fee, the Patent will fall and an invention is no longer protected.

Design Rights – protects a product’s shape or form. If a product is marketed, Design Rights will last for 10 years from the date on which it was marketed. Where a product is not marketed, Design Rights will last for 15 years following its being produced. For the last 5 years of either the 10 or 15 years protection afforded to a Design Rights, they will be vulnerable to what is called a ‘Licence of Right’. In law, this means that for that 5 year period, any other business or individual is allowed to pursue a licence to reproduce the products look. However, this kind of arrangement will have to be discussed with the owner of the Design Right before any reproduction can take place.

Registered Design – provides for a complete right of ownership over the look of a product. Registered Designs can last for 25 years. However, in order for the maximum protection to be enjoyed, a business or individual will have to pay the renewal fee *every five years*.

Moral rights - what are moral rights in copyright?

Moral rights are a set of rights that protect the non-economic interests of creators in their work. These rights are designed to safeguard the reputation, integrity and personal connection that an author or creator has with their work.

Moral rights primarily encompass four key aspects:

- **right to be identified as the author** – this right ensures that the creator is acknowledged as the author of a work when it is used or published;
- **right to object to derogatory treatment** – creators can object if their work is distorted or mutilated in a way that is prejudicial to their honour or reputation;
- **right to object to false attribution** – if someone falsely claims to be the author of a work, the actual creator can object;
- **right to object to the issuing to the public of a distorted work** – this right allows the creator to object if a work is issued to the public in a way that is prejudicial to their honour or reputation.

Moral rights under the Copyright Act (Copyright, Designs and Patents Act 1988)

In the UK, moral rights are protected under the Copyright, Designs and Patents Act 1988 (CDPA). These rights apply to various creative works, including literary, dramatic, musical, and artistic works, as well as films, sound recordings and broadcasts.

Duration of moral rights

One of the frequently asked questions regarding moral rights is, "How long do moral rights last?"

Under the CDPA they have a duration that mirrors copyright protection. These rights typically last for the duration of the author's lifetime plus an additional 20 years after their death. This extended period allows for the continued protection of the author's reputation and connection to their work, even after they have passed away.