



**Queen Margaret  
University**  
EDINBURGH

## **1. Intellectual Property Policy and Regulations**

*“QMU’s vision is to be a leading and inclusive modern University, known for transformative research and KE, excellent in our outputs, progressive and distinctive in our culture, and far reaching in our impact.”(Research and Knowledge Exchange Strategy 2022-2027)*

QMU is committed to generating new ideas, supporting their development and translation, and making them widely available for adoption by practitioners to provide solutions addressing real world problems. Our ambition is that QMU research and knowledge is translated by the people and organisations most able to influence policy and inform practice, to make a positive difference to everyday life.

Whilst in UK law the University owns legal title over intellectual property (IP) produced by its staff in their work, QMU recognises that staff and their collaborators may be best placed to develop their research into new products and applications which offer solutions to prospective end-users. Intellectual Property is valuable to the University and individual researchers, in their designated University role, and it may have commercial value. QMU believes that researchers should have free, uninhibited access to the IP they have generated during their research except in specific circumstances which might disadvantage the University – these are set out below in Section 2. The University aims to support both staff and the University’s use of University-generated IP and promote access for other parties use of that IP to help develop practical, user-centric, beneficial applications.

“Intellectual property” covers all IP, including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the IP rights therein, including but not limited to patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks and the right to apply for any of the above as recognised in any country in the world. For the avoidance of doubt, IP shall not include any personal data (as defined in the General Data Protection Regulations 2018) of which the University is the data controller (“Personal data”). The University will retain ownership of all Personal data and this Policy is not intended to authorise any other party to process such Personal Data without the consent and authorisation of the University.

## **2. Intellectual Property Ownership**

The general rule in relation to IP created by an employee during the course of their employment is that, in the absence of agreement to the contrary, the first owner is the employer. This position arises due to statutes governing intellectual property. In the case of inventive products and processes, the Patents Act 1977 confers first ownership of an invention created by an employee to the employer. In relation to copyright works and registered and unregistered design rights (copyright works being literary, musical, dramatic and artistic works), the Copyright Designs and Patents Act 1988, the Registered Designs Act 1949 and the Regulation on Community Designs (6/2002/EC) all operate to confer ownership of copyright works and UK and EU designs created by an employee to the employer. Similarly, the first owner of database rights in a database will be the employer pursuant to the Copyright, Rights in Databases Regulations 1997.

Whilst the de facto legal position is that the University owns the IP arising from work undertaken by its employees, this University Intellectual Property Policy modifies the position of IP ownership at QMU for staff and students as follows.

## Staff

All IP generated by staff during the course of their employment by the University and/or using University resources (“Staff IP”) will be owned by the inventor (the member of staff who creates the IP), except:

- Where, as a condition of support an external funder providing funding or other support requires that Staff IP is assigned to that external sponsor; or
- Where the Staff IP has been developed in the production of a course or teaching materials, in which cases the Staff IP will be owned by the University; or
- Where the Staff IP has been developed during and within the scope of Contract, Commissioned or Collaborative Research and the relationship requires that the Staff IP is assigned to one or more third parties.
- Exceptionally, and only at the point at which potential IP is disclosed (see Section 5), the University identifies that the commercial opportunity would be best realised by a traditional model of IP exploitation led by the University. In such cases, after the University has recovered the direct costs incurred by it for any registration of IP rights and all external costs incurred for exploitation, remaining revenues will be shared equally between the University and the inventors (50% each).

In the event where any of the exceptions above are considered by the University to apply, the staff member shall execute and deliver such documents and perform such acts as may reasonably be required in order to ensure that ownership of Staff IP is assigned to the correct party, as set out above. In certain cases, the University may require the staff member to sign an agreement formally assigning IP to the University.

## Students

All IP generated by students during the course of their studies at the University and/or using University resources (“Student IP”) will be owned by the inventor (the student who created the IP), except:

- Where, as a condition of support an external funder providing funding or other support requires that Student IP is assigned to them (for example projects involving 3rd parties and work requiring use of pre-existing University-owned IP); or
- Where the Student IP has been developed in the production of an MSc or PhD thesis or in the production of course or teaching materials, in which cases the Student IP will be owned by the University.

In the event where any of the exceptions above are considered by the University to apply, the student shall execute and deliver such documents and perform such acts as may reasonably be required in order to ensure that ownership of Student IP is vested in the correct party, as set out above, and the University may require the student to do so at any time.

## Joint ownership

Where multiple inventors are responsible for the creation of IP using the University’s resources, and at least one inventor is a University staff member or student, the IP shall be owned jointly by the inventors (“Joint IP”), unless the IP falls into one of the exceptions relating to Staff or Student IP in section 2(a) or 2(b) above. Joint ownership requires more ongoing management and should only apply where the contributions of each inventor are not distinct and cannot be separated. Joint inventors are best placed to agree between themselves how Joint IP should be protected and how any revenue generated be shared, and the University

would not normally expect to be involved in any negotiations between the inventors on the issues surrounding Joint IP.

### **3. University responsibilities for Intellectual Property**

The University shall not give any warranties or assume liability for any uses of, or dealings in, Staff IP or Student IP which has been created at the University but assigned to any staff member or student under this policy.

The relevant staff member or student shall be solely responsible for any protection, commercialisation and exploitation of Staff IP or Student IP respectively and must make clear that:

- the University has no ownership interest in the relevant IP; and
- he or she is not authorised to act or incur obligations and/ or liability on the University's behalf.

As noted in Section 2, the University will retain ownership of IP in relation to course or teaching materials generated by staff. The University will also register its IP where appropriate through trademarks, patents and/or registered designs to protect its IP, trading names and teaching & research objectives where this is deemed appropriate. The University will monitor the use of this and any other IP belonging to the University and reserves the right to defend its IP in circumstances where their misuse or infringement would, or is likely to create reputational, financial or other damage to the University.

The University shall continue to store and make publicly available data generated by research, in line with evolving policy on this issue. The University shall also continue to make research publications by staff accessible to a wide audience through use of the institutional repository of publications and requires that staff place their publications in this repository.

In relation to any grant of rights, licences, warranties or undertakings sought by any person in relation to IP owned by or licenced to the University, these shall only be granted subject to the University's approval procedures. No member of staff or any student is authorised to give or purport to give any such grant, licence, warranties and/or undertakings on the University's behalf.

### **4. Staff and Student's Responsibilities for Intellectual Property**

The University has provided support to staff and students in the development of both Staff and Student IP and has a responsibility to promote new research and knowledge exchange. Therefore, staff and students shall grant to the University a perpetual, irrevocable, worldwide non-exclusive, royalty-free licence to any Staff IP and Student IP for teaching, publishing and research purposes. If Student IP or Staff IP includes confidential information belonging to the inventor, the University shall not unreasonably refuse to enter into a non-disclosure agreement to protect that confidential information if so requested by the inventor.

When undertaking University work from which IP may be expected to arise all persons bound by this policy must:

- keep the nature of and matters relating to IP confidential until the fact and manner of disclosure is agreed with the University;
- assist in protecting the University's rights to the IP by keeping suitable records of creation wherever possible.

### **5. Reporting and Disclosure of Intellectual Property**

All persons bound by this policy are responsible to the University for disclosing to their Head of Division at the outset of the work or as soon as they become aware of it:

- any potentially exploitable IP arising from their work
- the ownership by a third party of any IP referred to or used for their work
- any use to be made of existing University IP during their work
- any IP which they themselves own which is proposed to be used by the University

In certain cases, the University may require that relevant staff member(s) or student(s) complete an IP Disclosure Form to enable evaluation of whether any of the exceptions in Section 2 apply. The Research and Knowledge Exchange Development Unit (RKEDU) will keep a register of reported IP and any decisions regarding ownership covered by Section 2.

## **6. Use of Intellectual Property by University, Staff and Student owners**

The owners of IP arising from the University have a responsibility to protect, translate and use it for both public good and commercial purposes, whichever is most appropriate.

Upon reasonable request by the University, all persons bound by this policy will provide the University with annual reports and information relating to the use of the IP. The University may use details from these reports for tracking impact, for use in University PR, Website and promotional material, and for other University purposes which might arise. When IP is licensed or assigned to a third party, all persons bound by this policy must ensure that the agreement governing these relationships require the licensee / assignee to provide annual reports on the use of the IP. This will enable those bound by this policy to meet their obligation of reporting back to the University.

Intellectual Property owners will respond to appropriate University requests in a timely manner.

## **7. Disputes**

Any person disputing the coverage, administration or effect of this policy must address their concern in writing in the first instance to the Director of Operations and Finance who shall within 20 working days of receipt give either an initial ruling or reasons for not so doing together with an indication of process (e.g. further information required, reference to another person/body for decision or opinion) including where a right of appeal would lie.

## **8. On leaving the University**

Persons bound by this policy shall continue to acknowledge and attribute the University's IP rights created during the period of their employment or other contractual obligation at the University in a clear manner and to avoid misleading future employers or collaborators or other material third parties as to the interests in the IP concerned.

## **9. Breach of the Policy**

Breach of this policy is a disciplinary matter for University staff and students under the normal procedures. The University shall consider all avenues available to it, including legal action by injunction or for damages or otherwise, in respect of persons bound by this policy acting in breach of them.

## **10. Amendments to the Policy**

This policy may only be amended through recommendations submitted for approval by the Research Strategy Committee.

## **11. Further Information**

### **Student and Contractual IP Matters**

[Lorraine Kerr](#)

Legal Adviser and Data Protection Officer

### **Externally funded research and grants/contracts**

[Research Grants and Contract Unit](#)

### **Research and Innovation Ideas creation and company formation**

[Research and Knowledge Exchange Development Unit](#)

Further information on Intellectual Property can be found on the [UK Intellectual Property Office website](#).