

Intellectual Property Regulations - 2024/25

1. General Introduction

1.1 As part of their duties and studies staff and students at the University create a wide range of materials that fall into the definition of Intellectual Property and the following regulations are designed to provide clarity over the ownership and rights associated with such materials. The regulations identify the appropriate route for notification, protection, and exploitation of intellectual property. This is a complicated area and for ease of use after a short section on General Policies these regulations have separate sections for employees and students. For ease of reference specific definitions of terms are repeated in the separate sections. In cases where an individual is both a member of staff and a student their status as a member of staff will take precedence unless their activities as a student are independent from their duties as a member of staff.

The University is keen to support the exploitation of Intellectual Property for the benefit of society and the economy taking into account any stakeholders involved in its generation including inventors and creators, funders, and the University itself. In particular it seeks to encourage student enterprise by making any regulations appropriate, fair and clear.

2. Definition of Intellectual Property

2.1 Intellectual Property (“IP”) is the term used to describe creative outputs that are, or can, be legally protected arising from literary, artistic, industrial and scientific endeavours, such as the results arising from research or creative projects.

2.2 IP includes patents, copyright, design rights, registered designs, trademarks and service marks, rights subsisting in any invention, improvement, know-how, patent, design, process or information, plant varieties, copyright works (including without limitation rights in and to technical processes, systems, methods, software design, algorithms, code, scripts or other computer software), rights in databases, topography rights, domain names, trade marks, trade names or get-up, and all similar property rights (whether registered or not) that may exist now or in future and applications to register any such rights, anywhere worldwide.

3. General Policies

3.1 Financial and Administrative Materials

All records, documents and other papers which pertain to the finance and administration of the University and which are made or acquired by staff in the course of their employment are the property of the University. The copyright in all such original records, documents and papers, at all times, belongs to the University.

3.2 Computer software

Computer software shall be treated for the purposes of these regulations in the same way as patentable inventions.

3.3 Trademarks

The use of University related trademarks, logos, devices, acronyms, initials and other such representations or their likeness, whether graphically or in some other form, specifically, but not exclusively, in the registration of domain names, authoring of websites and use in other electronic media, that might be construed to imply University endorsement, support, favour of, association with, or opposition to any activity, program, event, policy, political and/or social movement, product, service, or the like is strictly prohibited, save where explicitly authorised by the University.

3.4 Dispute Resolution

Any question of interpretation or claim arising out of or relating to the University's **IP** regulations, or as a dispute as to the ownership of rights to **IP** under the University's **IP** regulations shall be settled by the University's standard grievance procedures.

4. Intellectual Property Regulations for Staff

4.1 Introduction

These Intellectual Property Regulations ("**IP Regulations**") set out the University's policy for the ownership, development and exploitation of **IP** created by a member of staff of the University ("**Originator**"). The **IP Regulations** should be read in conjunction with all other University regulations, an individual's contract of employment, and the terms and conditions of any agreements or contracts with external sponsors or other third parties. All staff agree to abide by the **IP Regulations** by virtue of their employment at the University.

4.2 Ownership

Unless otherwise agreed in writing (by a duly authorised person on behalf of the University) and subject to relevant legislation and the following provisions the University asserts its right to ownership of **IP** generated by staff in the course of their employment in accordance with the provisions of the Patents Act 1977 and the Copyright, Designs and Patents Act 1988, which state respectively that ownership vests in the employing organisation when (and only when):

- (a) an invention is made in the course of an employee's normal or specifically assigned duties;
- (b) a 'work' (i.e., anything that is the subject of copyright protection, including computer software) is made by an employee in the course of his employment, subject to any agreement to the contrary.

The University's ownership rights shall be subject to the terms and conditions of any contract or materials transfer agreement relevant to the **IP** concerned.

The University will seek, where it is practicable to do so, to retain **IP** rights where it can and to minimise the ownership and usage rights of commissioning bodies, except where appropriate payment is made for those rights. The ownership or shares of ownership of **IP** created from externally funded projects may be determined by the specific funding agreement.

The University may at any time and at its own discretion assign its rights to any third party.

4.3 Copyright

Under the Copyright, Designs and Patents Act 1988 the copyright in work produced by a University employee in the course of their employment belongs to the University as their employer unless there is agreement to the contrary.

4.3.1 Academic Articles and Textbooks

4.3.1 (a) Subject to Regulation 4.3.1(b), the University waives the assertion of its legal ownership of copyright in **Academic Articles** and **Textbooks** as defined below unless requested to assert this right by the **Originator** or an external funder.

Academic Articles are defined as research publications including books, contributions to books, academic journal articles, conference papers or conference abstracts whether they are published in hard copy or electronic form.

Textbooks are defined as teaching materials that while they can be recommended as part of the reading or as a reference source for a course are not necessarily integral or essential to the course and are available to individuals who are not registered for the course.

4.3.1(b) The University retains the legal right to grant a non-exclusive, irrevocable, worldwide licence to make any author accepted manuscript of any Academic Article publicly available under the terms of a Creative Commons Attribution (CC BY Licence).

4.3.2 Course Materials

The University is committed to providing the best learning experience it can to its students and continuity of course provision is a critical element in being able to deliver this. To enable this provision the University does assert its legal right to ownership of all **Course Materials** as defined below produced by its employees whether this is in hard copy or electronically formatted.

Course Material includes the following or closely related material:

(a) course guides, handouts and presentation materials and lectures and e-learning materials, produced for issue to internal students;

(b) examination papers, questions, assessments; and

(c) materials produced for distance learning (i.e., for courses, modules or programmes designed to be delivered predominantly to candidates studying at a distance from the University) or courses prepared for third parties or in cases where the author has been specifically assigned duties in order to produce the output.

The University undertakes to take reasonable efforts to protect the integrity of the materials in which it claims copyright by reasonable consultation with the **Originator** about changes to such material.

If members of staff write teaching materials which they believe do not relate to their area of academic activity, or relate to courses which are not delivered in the University's name, they should discuss the copyright position and commercial exploitation of such distance learning materials with Research and Innovation Services at an early stage.

Originators hold moral rights over their respective **Course Materials** and must be attributed as the creator of such materials, even if the University owns copyright.

Should an **Originator** move to another institution they may be able, using their know-how, to produce similar **Course Materials**. The University will normally, but at its own discretion, grant the right to the **Originator** to use course materials they have generated at any institution they have transferred to. Any request for the grant of such rights should be made to the Research and Innovation Service who will consult with the relevant Head of School.

Where the background research underpinning the teaching material has also contributed to the production of scholarly output, as described in Regulation 4.3.1, the member of staff shall discuss the copyright position with the University to ensure that there is no conflict of interest.

4.4 Notification to the University of IP generation

4.4.1 Disclosure

Originators who create **IP** which appears to be capable of commercial exploitation and which might either be covered by (i) the University's ownership claims or (ii) a third party's ownership claims, shall report its existence at the earliest opportunity and always in advance of preparing any forms of application or publication of such **IP** to their Head of the School and to the University via a Commercial Opportunity Disclosure Form (CODF) (available from the **IP** team in Research and Innovation Services). **Originators** shall also include in the CODF details of

all **Originators** and any other contributors who might have supported the creation of the **IP** included in the CODF.

4.4.2 Confidentiality requirements

Unless otherwise agreed with the University, the **Originator** shall observe strict confidence in relation to such **IP** in order not to jeopardise the validity of any form of protection which might be sought. The need for academic publication shall be weighed carefully in any decision about protecting the **IP** and unnecessary delay in publication should be avoided. **Originators** should be aware that publication in academic journals, posters or conference presentations may inhibit the ability of the University to obtain **IP** protection, which may also affect the interests of such **Originators**.

4.5 Interactions with External Organisations

4.5.1 Prior to the disclosure of confidential University **IP** to any third party the individual undertaking the disclosure should check that there are appropriate confidentiality restrictions in place. Appropriate agreements relating to confidentiality and **IP** can be obtained from Research and Innovation Services.

4.5.2 Before releasing any University **IP** to a third party to which a member of staff is connected either through having a position such as director or trustee, a contract of employment, a consultancy agreement or any form of financial remuneration they will first notify Research and Innovation Services. Any such transfer of University **IP** should be on an arm's length basis.

4.5.3 It is the responsibility of all staff to abide by any agreements between the University and third parties. Should there be any breach of any agreement by a member of staff the third party may be entitled to seek financial and other compensation.

4.5.4 The University provides a service for staff undertaking external consultancy work. Such consultancies are managed by UEA Consulting Ltd which is a wholly owned subsidiary of the University. In addition to UEA Consulting Ltd there are a number of other UEA subsidiary companies active in consultancy. Further details about consultancy can be found in the University External Consultancy Policy.

4.6 Interactions with the Norwich Research Park

4.6.1 Staff whose normal place of work is at the premises of an **NRP Partner Organisation** (Quadram Institute, John Innes Centre, Norfolk and Norwich University Hospital NHS Trust, The Earlham Institute, and The Sainsbury Laboratory) other than the University shall make themselves aware of the terms and conditions governing any **IP** generated in any NRP Collaboration Agreement, Visiting Workers Agreement, funding agreement, and/or any other agreement which may be

relevant to the project between the University and the **NRP Partner Organisation(s)**.

4.6.2 Staff working as visitors at the premises of an **NRP Partner Organisation** other than the University shall make themselves aware and abide by the terms and conditions of any NRP Visiting Workers Agreement in place at the time of the visit.

4.7 Protection and Exploitation of IP

4.7.1 It is the policy of the University that wherever possible and practicable **IP** should be exploited for the benefit of society and end users and for the generation of revenue for the University and the individuals involved.

The **Originator** and Research and Innovation Services (in consultation with the Head of School, Associate Dean for Innovation, and the Pro-Vice-Chancellor (Research & Innovation) when appropriate) shall determine as quickly as is reasonably possible whether and how the **IP** might be protected and exploited. A decision shall normally be made within three months of the initial contact.

4.7.2 The **Originator** shall co-operate with the University in applying for patent or other intellectual property protection and in entering into any appropriate arrangements for protecting the secrecy of the **IP** and shall be required to collaborate with the University in the exploitation of the **IP**.

4.7.3 The University will use reasonable efforts when appropriate resources to do so are available to protect and exploit the **IP** by licensing or by other means and where appropriate may make arrangements to seek any professional advice.

The **Originator** shall co-operate with the University and any advisors in the review and development of the **IP** towards translation, commercial readiness, exploitation and impact creation.

4.7.4 If the University communicates in writing to the **Originator(s)** its final decision not to proceed with the protection and exploitation of any piece of **IP** reported to it under these arrangements, the **Originator(s)** shall have the right to undertake such protection and exploitation themselves, requesting the assignment of ownership of the rights in the **IP** to them on commercially reasonable terms, which shall include an arm's length revenue return to the University and reimbursement of any prior funds provided or costs incurred by the University in relation to the **IP**.

4.8 Revenue-sharing arrangements

4.8.1 If revenue arises from the exploitation of **IP** through licensing, option or other similar agreements, any net benefit received by the University, after deduction of **Eligible Costs**, will be shared between the Originator(s), their School, and the University as stated below:

Net Income	Distribution
First £2000	100% to Originators
Next £3000	90% to Originators, 5% School, 5% University
Next £30,000	70% to Originators, 15% School, 15% University
Next £65,000	50% to Originators, 25% School, 25% University
Next £1,900,000	33.3% to Originators, 33.3% School, 33.3% University
Beyond £2,000,000	By negotiation in the individual circumstances

4.8.2 Eligible Costs would include all the costs incurred during the development and commercialisation process of **IP** and could include, but not be limited to the documented costs of any past or future commitment of University resources specifically used for creation and commercialisation of the **IP** and internal and external costs such as:

- (1) legal, technical or commercial advice;
- (2) patent fees;
- (3) necessary associated expenses; and
- (4) use of University resources.

4.8.3 Where there is more than one **Originator**, the **Originators** shall agree in a timely manner amongst themselves on the apportionment of the **Originators'** share amongst them. Subject to 4.4.1 where in addition to the **Originators**, other contributors to the **IP** have been reported to the University in the CODF, such contributors may also be considered by the **Originators** for a revenue share from the **Originators'** share. All such details and all apportionments shall be reported by the **Originators** to the University through the CODF and the Head of the School. All apportionments shall be confirmed by the Head of the School and there shall be procedures for the settlement of disputes amongst **Originators**, initially by reference

to the Pro-Vice-Chancellor (Research and Innovation) and finally by appeal to the Vice-Chancellor.

4.9 Vehicles and authority to act

4.9.1 Where **IP** is identified as having commercial potential which merits protection and exploitation the rights in that **IP** shall be assigned to UEA Enterprises Ltd

4.9.2 The right to sign **IP** related agreements such as Confidentiality Agreements and Material Transfer Agreements on behalf of the University and/or UEA Enterprises Ltd is specifically devolved by the Registrar and Secretary to appropriate members of Research and Innovation Services. Other members of staff are not permitted to sign such agreements on behalf of the University and/or UEA Enterprises Ltd.

4.9.3 The Research and Innovation Services will provide support for the exploitation of the **IP**, with recharges to UEA Enterprises Ltd where appropriate.

5. Intellectual Property Regulations for Students registered for a degree by research (“Research Student”)

5.1 Introduction

These Intellectual Property Regulations (“**IP Regulations**”) set out the University’s policy for the ownership, development and exploitation of **IP** created by a student registered for a degree by research at the University (“**Research Student Originator**”). The **IP Regulations** should be read in conjunction with other University regulations, and the terms and conditions of any agreements or contracts with external sponsors or other third parties. All Research Student Originators agree to abide by the **IP Regulations** as a precondition of registration for their research degree.

5.2 Ownership

Unless otherwise agreed in writing all research students as a precondition of registration for their research degree agree promptly to formally assign any **IP** arising from their studies to the University should the University, at its sole discretion, request them to do so.

Students sponsored by third parties are required to be aware of the terms and conditions of their sponsorship, which may include **IP** arrangements.

Students whose normal place of study is at another institution for an award validated or accredited by the University, including but not limited to those studying at a **NRP Partner Organisation** (Quadram Institute, John Innes Centre, Norfolk and Norwich University Hospital NHS Trust, The Earlham Institute, and The Sainsbury Laboratory), shall be exempt from the University's requirement to agree to assign

any **IP** arising from their studies, however the University shall maintain a claim of any University owned **IP** that is contained within the student's work.

5.3 Interactions with External Organisations

5.3.1 Prior to the disclosure of confidential University **IP** to any third party any **Research Student** undertaking the disclosure should check that there is an appropriate agreement in place. Appropriate agreements relating to confidentiality and **IP** can be obtained from Research and Innovation Services.

5.3.2 Before releasing any University **IP** to a third party to which a **Research Student** is connected either through having a position such as director or trustee, a contract of employment, a consultancy agreement, or any form of financial remuneration they will first notify Research and Innovation Services. Any such transfer of **IP** should be on an arm's length basis and must be conducted by Research and Innovation Services.

5.3.3 Research Students working as visitors at the premises of another institution shall make themselves aware and abide by the terms and conditions of any Visiting Workers Agreement or similar agreement in place at the time of the visit.

5.4 Interactions with the Norwich Research Park

5.4.1 Research Students whose normal place of work is at the premises of an **NRP Partner Organisation** (Quadram Institute, John Innes Centre, Norfolk and Norwich University Hospital NHS Trust, The Earlham Institute, and The Sainsbury Laboratory) other than the University shall make themselves aware of the terms and conditions governing any **IP** generated in any NRP Collaboration Agreement, Visiting Workers Agreement, or any other agreement which may be relevant to the project between the University and any other **NRP Partner Organisation**.

5.4.2 Research Students working as visitors at the premises of an **NRP Partner Organisation** other than the University shall make themselves aware and abide by the terms and conditions of any NRP Visiting Workers Agreement in place at the time of the visit.

5.5 Copyright

Subject to the foregoing sections, the University does not claim copyright in academic articles and in Masters and PhD theses created by a **Research Student**.

5.6 Notification to the University of IP generation

5.6.1 Disclosure

Research Student Originator who creates **IP** which appears to be capable of commercial exploitation and which might either be covered by (i) the University's ownership claims or (ii) a third party's ownership claims, shall report its existence at

the earliest opportunity to their academic supervisor and the Research and Innovation Services

5.6.2 Confidentiality requirements

Unless otherwise agreed with the University, the **Research Student Originator** shall observe strict confidence in relation to such **IP** in order not to jeopardise the validity of any form of protection which might be sought. The need for prompt academic publication shall be weighed carefully in any decision about protecting the **IP** and unnecessary delay in publication should be avoided. **Research Student Originator** should be aware that publication in academic journals, posters or conference presentations may inhibit the ability of the University to obtain **IP** protection.

5.7 Protection, Exploitation and Revenue Sharing of IP

In return for agreeing to the University **IP Regulations** including but not limited to the formal assignment of any **IP** arising from their studies the University agrees to treat a **Research Student Originator** as if they were a member of staff in relation to the protection, exploitation and revenue sharing from **IP** as detailed in sections 4.7, 4.8, 4.9, and 8 of the **IP Regulations** in as far as it is able to.

6. Intellectual Property Regulations for Students registered for a degree by taught programme

The University does not claim ownership of any **IP** arising from work which is undertaken by students in the course of their studies on a University taught programme unless:

- (1) the student is funded/sponsored by a third party, where the University has a contractual obligation to the third party regarding the ownership of **IP**;
- (2) the student and the University have come to a written agreement that the University will manage the **IP** (including, for example, commercialisation).

Students working as visitors at the premises of another institution, including but not limited to a **NRP Partner Organisation** (Quadram Institute, John Innes Centre, Norfolk and Norwich University Hospital NHS Trust, The Earlham Institute, and The Sainsbury Laboratory), shall make themselves aware and abide by the terms and conditions of any Visiting Workers Agreement in place at the time of the visit.

7. Intellectual Property Regulations for non-staff and non-University registered Students

Some individuals may have an association with the University but are neither staff nor students of the University nor a member of staff of a **NRP Partner organisation**. These may include, but are not limited to, visiting academics and fellows, visiting

students, individuals with honorary appointments and emeritus professors (**“Associate”**).

Where it is anticipated that **IP** may arise during the course of activity undertaken by such an **Associate**, Research and Innovation Services must be informed prior to commencement of any work so that appropriate agreements relating to confidentiality and **IP** can be put in place.

All visitors to the University to whom Confidential **IP** may be released should be requested to sign, prior to the release of such confidential information, a confidentiality agreement. Confidentiality Agreements are obtained from Research and Innovation Services.

8. Licence of IP to the Spin-out Company

It may be appropriate to exploit **IP** generated by the university through creation of a company specifically constituted for this purpose (**Spin-out Company**). The mechanism for doing this and transferring **IP** to the Spin-out Company is covered in the document '[Policy on formation of Spin-out Companies](#)'.