

## **INTELLECTUAL PROPERTY POLICY (RESEARCH AND SCHOLARLY OUTPUTS AND LEARNING AND TEACHING MATERIALS)**

### **Introduction**

1. The management of Intellectual Property (IP) in relation to the commercial exploitation of such IP, including design rights, patents and special knowledge for hire is excluded from this policy. The reuse of third party materials is excluded from this policy. Guidance is made available through the institutional policies on [Copyright](#) and [Intellectual Property \(Commercial Exploitation\)](#). This document should be read in conjunction with these policies.

2. The institution is committed to the production, dissemination and reuse of the results of research activities through publication and commercial exploitation as appropriate. The institution has a responsibility to ensure that the IP and commercial rights of the institution and its employees are protected for the benefit of the institution as a whole; the IP creator and funders; and to respect the rights of third parties when using third party IP.

3. Where moral (personal) rights exist, for example in the case of certain types of literary, dramatic, musical, film or artistic works, these cannot be assigned to a third party, but will remain with the individual authors, even if copyright is owned by the institution, unless such rights have been expressly waived in individual contracts of employment.

4. The purpose of this document is to set out the policy and code of practice in relation to the management of IP with specific reference to the:

- dissemination of research and scholarly activity through publication and presentation,
- [Open Access](#) publishing and [Research Excellence Framework](#) mandate,
- dissemination of research and scholarly activity through materials produced to support the core business of learning and teaching.

5. Employees and PhD students of the institution are contractually obliged to comply with the policy and with any changes that the institution may make to it in the future.

### **Ownership of intellectual property**

6. The institution recognises the needs of staff to develop their careers, and to reuse research and other materials created by them.

7. The IP in scholarly work created by individuals, where its intent is the furtherance of academic or professional standing shall belong to the individual, unless the work has been specifically commissioned by the institution and ownership has been assigned to the institution, or a third party under the terms of a funding contract. 'Scholarly work' includes, but is not limited to:

- books (whole or in part),
- articles,
- conference papers,
- literary, musical or dramatic works,
- artistic works, including film, photographs and other digital media.

8. For the avoidance of doubt, the institution asserts its ownership over other IP rights for the content of the scholarly work, where the content is based on work to which the institution asserts its ownership as a result of an employment or other contract, in line with the policy [Intellectual Property \(Commercial Exploitation\)](#).

9. The staff member author will grant the institution a free, unconditional, irrevocable and perpetual, transferable non-exclusive licence to use and copy material defined as 'scholarly work' in clause 7, for academic and administrative purposes, including for archival purposes through [Open Access Repository Suffolk](#) (OARS) and to make it available online for academic purposes. Personal, moral rights will be retained.

10. Any staff member author submitting material to be published must inform the publisher of the licence between themselves and the institution defined in clause 9, and should whenever possible negotiate to retain their IP. When copyright is transferred or exclusively licensed to a publisher a licence to archive the material and make it freely available online, subject to any agreed embargoes, must be obtained by the staff member author for the benefit of the institution.

11. Any staff member author submitting material for publication, where the content is based on work known to be of commercial value or potential value, should first consult Research and Enterprise Services to avoid inadvertent disclosure of a potentially patentable invention.

12. Where an academic visitor to the institution is reasonably expected to create IP, and does so through use of facilities and resources provided by the institution, the institution withholds the right to require the visitor to enter into a contract of assignment.

### **Doctoral theses**

13. The institution does not claim copyright in doctoral theses; this copyright shall belong to the author, as will be stated in the terms of study for each doctoral student.

14. Postgraduate research students (PGR) are subject to the terms of the Intellectual Property regulations of the research degree awarding Universities (at present these are the University of Essex and the University of East Anglia).

15. For the avoidance of doubt, the ownership of other IP rights in the underlying research reported on in the thesis remains with the institution if the author (student):

- has received significant financial support or material contribution from the institution (for example a stipend or fees waiver, including those directly from a Faculty or unit) to undertake the research, or
- wishes to work with the institution to exploit their IP, and has offered it for assignment to the institution. If the institution agrees to the assignment, the student will be treated on the same basis as staff with respect to support services and revenue sharing.

16. The author grants the institution a free, unconditional, irrevocable and perpetual, transferable non-exclusive licence to make available, use and copy the thesis for academic and administrative purposes; the licence will remain in effect in the event that the author leaves the institution. The institution requires a copy of each thesis to be deposited in the institutional repository (OARS) and the British Library; for further information a student should contact the Head of Learning Services.

### **Publication of research, and Open Access**

17. This section of the policy focusses on the publication of journal articles. Guidance on the open access publication of other format types is less clear at this time.

18. The institution believes that decisions on where to publish the research should be made by the author, subject to any restrictions in contracts or other policies related to commercial exploitation or the protection of it from early disclosure, and recognises that this may result in publication in various formats, including journals which are published using traditional subscription models, are fully open access compliant or are 'hybrid' journals.

19. The institution fully supports the Open Access Mandate, and encourages Authors to publish as Open Access wherever available, appropriate and in line with funder and publisher requirements.

20. At the current time the institution encourages the Green Open Access route, unless funding for Gold Open Access is available through departmental budgets, or has been accounted for in grant and funding bids.

21. It is the responsibility of the author to ensure the following:

- that the 'author final version' of the article is deposited in the institutional repository (OARS) immediately upon acceptance for publication (Green Open Access)
- that publication and open access deposit must comply with funder requirements.

22. The institution will communicate effectively with all staff and students who publish in journals to ensure that everyone who needs to know is aware of the benefits and mechanisms of Open Access, and also the requirements of funders.

23. The institution will provide support to staff in the management and retention of IP, in the signing of Copyright Transfer Agreements, and related Publication Agreements, and support the use of Creative Commons Licensing (CC-BY) and its derivatives.

24. The institution will engage with funders, publishers and other stakeholders to ensure that it is fully conversant with the developing nature of Open Access.

### **Guidance on Open Access (OA)**

25. Authors can comply with the Open Access Mandate, Research Councils UK (RCUK) and Higher Education Funding Council for England (HEFCE) policy by following Gold or Green Open Access routes.

26. While RCUK preference is for Gold Open Access, to date the institution has not been in receipt of a block grant to fund Gold route publication Article Processing Charges (APCs), and so recommends Green route (which is free) unless departmental funds or grant funding allows for Gold route publication, and as long as it meets specific funder requirements.

- Green Open Access: the author deposits ('self-archives') articles accepted for publication in an institutional repository such as OARS, or in a subject repository. It is usually the

author's own final version, after peer review, and as accepted for publication. Publishers may impose an embargo period between publication and archiving in a repository.

- Gold Open Access: the published article is made freely and immediately available to all via the journal's website. The author may be required to pay an Open Access fee, known as an article processing charge (APC) to the publisher.

### **Learning and Teaching Materials**

27. Materials produced for learning and teaching may take different forms. As well as traditional paper-based materials, learning and teaching materials may include (but are not limited to) digital media, web based content, broadcasts, video and audio recordings, databases and software.

28. The institution owns all learning and teaching materials, other than those included in clause 29, that:

- are developed by staff (full or part time) during the normal course of their duties as an employee of the institution, or
- use significant institutional resources in their development, including multimedia materials, visuals or slideshows, video and audio materials, presentations streamed or made downloadable over the intranet or Internet; or
- are specifically commissioned by the institution from a member of staff (requested by a line manager – normally in writing), whether in return for a special payment or not; or
- are produced in connection with an institution-run module / course / programme, including learning and teaching materials produced for issue to students; for example, reading lists, handouts, summaries; case studies; seminar papers; video capture of lectures; or any materials made available on the virtual learning environment (VLE)

29. Members of staff are granted a perpetual, personal, non-exclusive, worldwide, royalty free licence to the material defined in Clause 27 which they personally authored to adapt such materials, and to use these adapted materials solely for their own teaching purposes within the institution or for a future employer.

30. The institution does not assert ownership of IP in learning and teaching materials produced by the member of staff for their personal use and reference in teaching (for example as personal notes and annotations or personally created images to support teaching materials,

or original pieces of scholarly research as defined in clause 7). The author(s) of such learning and teaching materials grant(s) the institution a free, unconditional, irrevocable and perpetual, transferable, non- exclusive licence to make available, use and copy such material for academic and administrative purposes.

31. The institution makes no claim of ownership of IP for pre-existing works created prior to employment with the institution. Any adaptations or modifications made [by the author acting in his/her capacity] as a member of staff will be owned by the institution.