

## CONDITIONS OF EMPLOYMENT GOVERNING ACADEMIC AND RELATED STAFF

### APPENDIX 6: PATENTS AND THE EXPLOITATION OF INVENTIONS

1.
  - a) When a member of staff makes an invention or discovery in the course of his or her normal duties or in such other circumstances that by law the invention or discovery belongs to the University and which he or she has reason to believe may be commercially exploitable he or she will report the same to the Head of College. 'Invention or discovery' shall include the production and development of computer software. Those with responsibilities for exploitation shall always act with all due expedition, according to the circumstances of the case.
  - b) The Head of College will consult the Inventor, others as appropriate, the office within the University with responsibility for commercial exploitation of research results and any agency appointed by the University to support this activity. The office within the University with responsibility for commercial exploitation of research results will recommend to the Registrar and Secretary whether and how steps shall be taken to protect and exploit the invention.
  - c) If the Head of College concludes that the University does not wish to participate in the development or exploitation of the invention, the benefit thereof shall belong exclusively to the Inventor as between himself or herself and the University.
  - d) Members of staff shall consult their head of College as to the timing and procedure to be followed in connection with the publication of the results of research likely to form the subject of a patent application by the University, or to lead to exploitation in which the University has an interest.
2. The University will agree with the Head of College the financial responsibility for the preliminaries for further development and exploitation of inventions within an agreed budget. The member of staff concerned shall do any one or more of the following:
  - a) assist the University in applying for patent protection in the University's name in the UK or elsewhere;
  - b) enter into appropriate agreements for protecting the secrecy of the invention unless and until it is patented;
  - c) collaborate with any agency, acting on behalf of the University in the exploitation of the invention.
3. Patents and Licences will be written in the name of the University, and Licences will be subject to formal authorisation by the Registrar and Secretary of the University.
4. The University will make arrangements to share any returns on the invention in such a way as to ensure that, after reimbursement of the initial costs and administration, the member of staff and, if appropriate, the College concerned obtain a fair share (whether in a lump sum, by periodic payments, or both) having regard to all the circumstances, and, in particular, to:
  - a) whether the invention was made in the course of his or her normal duties or of duties specially assigned to him or her;
  - b) whether the circumstances were such that an invention might reasonably be expected to result from the carrying out of his or her normal duties or duties specially assigned to him or her;
  - c) whether, because of his or her special responsibilities, he or she had a special obligation to further the interests of the University;
  - d) the nature of his or her duties and the remuneration and other advantages which he or she derives or has derived from his or her position with the University;

- e) the effort and skill which he or she has devoted to making the invention;
  - f) the extent to which the invention was made jointly by him or her with any other person and the effort and skill which such other person has devoted to the invention;
  - g) the extent of the advice and assistance contributed by any other member of the University who is not a joint inventor of the invention;
  - h) the contribution made by the University to the making, developing and working of the invention by the provision of advice, facilities and other assistance and by its managerial skill and activities;
  - i) the extent of the return and other benefits derived from the invention.
5. Any rights in a discovery arising from the work of a member of staff sponsored by outside bodies, or those directly employed by outside bodies, shall be subject to these provisions unless any special conditions relating to patents and commercial exploitation have been agreed by the University and included in the terms of the relevant contract of agreement with the outside body.

Approved by Council, 27 June 2012