



# Intellectual Property Policy

**Date: July 2024**

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## **Introduction**

This document sets out The Leigh UTC's Intellectual Property (IP) policy which governs the ownership and management of The Leigh UTC IP. This policy applies to all Leigh UTC Employees, Associates and students.

Any related queries should be forwarded to the Principal.

## **IP ownership**

### **Employees**

The Patents Act 1977 and the Copyright, Designs and Patents Act 1988, with any related IP legislation, make it clear that all forms of IP generated by an employee, made in the course of the employee's normal duties, belong to their employer. Hence, as prescribed by law, any IP created by Leigh UTC Employees in the course of their normal duties shall be the property of The Leigh UTC.

From time to time The Leigh UTC commissions employees to carry out projects outside of their normal duties. In such cases Leigh UTC employees are required to assign the rights to any IP created in the course of the commissioned activities, to The Leigh UTC.

Notwithstanding anything to the contrary in this IP policy, the terms of any and all contracts and agreements agreed with external organisations that concern Leigh UTC IP shall prevail.

### **Students**

Where students generate IP in the course of their study or research they will own that IP in their own right unless one of the following applies:

- (i) they generate IP which is subject to governing terms or an agreement with an external organisation whereby the IP vests with The Leigh UTC or a third party; or
- (ii) they generate IP which builds upon existing IP generated by Leigh UTC employees or Associates; or
- (iii) they generate IP jointly with Leigh UTC Employees or Associates; or
- (iv) they are, or have the status of, Leigh UTC Employee (in which case they are treated by The Leigh UTC and the law as employees).

In the above listed circumstances, students will be required to assign IP to The Leigh UTC and, in respect of revenue generated by that IP, the student will be treated on the same basis as Leigh UTC employees.

### **Associates**

Individuals who are affiliated to The Leigh UTC but who are neither employees nor students, "Associates" may be required to assign the rights to any IP they create in the course of their activities to The Leigh UTC. The Leigh UTC may have obligations to organisations which are funding the research in question which it will not be able to honour without such an assignment of rights being in place.

Associates are treated as if they were Leigh UTC employees for the purposes of revenue sharing. The Leigh UTC recognises that, in a limited number of cases (such as partners who remain employees of another organisation whilst at The Leigh UTC), special arrangements may need to be negotiated regarding the ownership and use of IP which they may generate. Such arrangements will be negotiated on a case-by-case basis, generally with the

individual's employer. Any individual who believes that he or she falls within such a category should contact the Principal for advice at the earliest opportunity.

## **Copyright**

In keeping with normal academic custom The Leigh UTC generally waives its claim to copyright in teaching materials, textbooks and research publications. In these circumstances, individuals may publish these works to their own benefit.

This discretionary copyright waiver does not extend to works specifically commissioned by The Leigh UTC or to other copyright protected works arising from research such as computer software, databases or other copyright materials with commercial potential.

## **Record-keeping**

All those who may generate IP as part of their work should make and keep clear and accurate records in a retrievable format. This is necessary not only in order to comply with proper research practice but also to support a claim to any IP that arises. All those engaged in research are required to comply with all applicable codes of practice and regulation.

## **Confidentiality**

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 Confidential Disclosure Agreements (CDAs) 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.

Individuals are advised that any non-confidential disclosures of IP generated during the course of Leigh UTC 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.

Individuals are requested to notify the Principal, as soon as possible, if they are concerned about inadvertent disclosure.

## **The Leigh UTC's name and logos**

The responsibility for overseeing the use of The Leigh UTC's name and logo lies with the Baker Dearing Trust in relation to the Leigh UTC's licence agreement.

## **Interpretation**

In the event of any disagreement between an individual and The Leigh UTC concerning any of the matters contained in this policy which cannot be resolved by discussion, the dispute may be referred by either the said individual or The Leigh UTC to the Leigh Academies Trust's HR Director.

This policy may be subject to change from time to time.