

Code of Practice for Intellectual Property, Commercial Exploitation and Financial Benefits

1. Aims & Scope

This Code of Practice sets out the terms governing the ownership, protection and commercial exploitation of intellectual property by the College. The object of the code is to provide a framework which enables dissemination of knowledge in the public interest whilst enabling suitable protection of intellectual property and commercial exploitation where appropriate. As a general principle the College recognises undergraduate or taught postgraduate students as owners of any IPR (including intellectual property created as part of project work that is part of a formal educational programme) they produce while a registered student of the College unless there is significant use of the College's financial, human or intellectual resources (beyond normal academic supervision of such projects). However, the ownership of any intellectual property created by students participating in research formally managed by College academics is covered by this Code of Practice.

The object of this code is therefore to clearly set out:

- What intellectual property rights the College owns or might jointly own;
- What steps individuals affected by the code need to take;
- When and if commercial exploitation of intellectual property will occur; and
- The financial benefit obtained by individuals, Academic Units and the College.

The College may modify this code of practice at any time but will notify any modifications as widely as possible to all affected individuals.

2. Who does this code apply to?

This code applies to all Personnel. "Personnel" mean the following individuals:

- Any individual employed by the College ;
- Any undergraduate or taught postgraduate student being assigned or engaged in any research project within the College (a) formally managed by College academics or (b) which makes significant use of College's financial, human or intellectual resources (beyond normal academic supervision of such projects).
- Any postgraduate research student being assigned or engaged in any research project within the College.
- Any visiting or emeritus staff engaged in study or research at the College (provided in each case such individual has agreed in writing to comply with this code);
- Any individual who has signed a contract for services or consultancy agreement with the College (provided that the terms of that contract for services do not expressly vary any of this code).

"Academic Unit" means the constituent Divisions, Departments or Centres within Academic Schools, from which Covered IP originated.

The Students and Education Directorate is responsible for ensuring that prior to any undergraduate or taught postgraduate student being assigned or engaged in any research project within the College, or any postgraduate research student registering at the College, they have agreed to comply with this code (this will normally be carried out at enrolment). Postgraduate research students are also required to sign the IP Assignment and Acknowledgment for Covered IP Rights, contained in Schedule 1 of this code.

Heads of each Academic Unit are responsible for ensuring that all visiting or emeritus staff and all postgraduate research students in their units who are not employed by the College have agreed to comply with this code which includes signing the IP Assignment and Acknowledgment for Covered IP Rights, contained in Schedule 1 of this code.

3. What intellectual property is covered by this code?

This code covers intellectual property rights in confidential information, copyright, design rights, moral rights, patents and patent applications, database rights, publication rights and any similar rights whether registered or not (“Covered IP”) in the following:

- Inventions (whether patented or not);
- Works created using College equipment or facilities including films, photographs, digital media works, , audio works, manuscripts for publication in academic journals, monographs, book chapters, books;
- Confidential information contained within College laboratory notebooks (whether electronic or hard copy) or other College information storage systems including theses or papers;
- Any works or intellectual property rights arising from works or services commissioned by the College;
- Materials (in any form, and including biological materials),
- Computer software;
- Databases (provided such databases extend beyond use by or for College itself);
- Teaching materials including course notes and audio and visual aids (“Teaching Materials”).

Works and services will only be considered ‘commissioned’ by the College where there is a legal agreement between the College and you or a third party requiring you or the third party to produce certain works or perform certain services.

The “Notification obligations” outlined in section 6 below shall not include the following Covered IP:

- Lyrics, scores, artistic works;
- Examination manuscripts or course work;
- Computer generated works.

You will be notified and asked to accept any agreement which changes anything covered by the above lists.

4. What intellectual property will the College own?

Unless agreed otherwise in writing, the College claims sole ownership in any Covered IP created in the following circumstances:

- Any Covered IP created or reduced to practice by any Personnel during the course of their duties of employment at the College;
- Any Covered IP created or reduced to practice by any postgraduate research student in the course of their studies at the College.
- Any Covered IP created or reduced to practice by any student in the course of a project formally managed by any individual employed by the College, or any visiting or emeritus staff.
- Any Covered IP created or reduced to practice by any Personnel for the purposes of providing a course at the College;
- Any Covered IP created or generated by Personnel during the course of any commissioned services or works provided by such Personnel.
- Any Covered IP created or generated by any individual employed by the College, visiting staff, emeritus staff or postgraduate research student through material use of College technology or facilities.

Where any student is involved during their course or studies in a work or study placement with a placement organisation, a separate case by case IP ownership arrangement will be agreed between the student, the College and the placement organisation.

Where Covered IP is created or reduced to practice by (1) any individual employed by the College, or any visiting or emeritus staff in the course of or incidental to providing material financial, human or intellectual support to a research project undertaken by any undergraduate or taught postgraduate student or (2) a significant use of the College’s financial, human or intellectual resources by any undergraduate or taught postgraduate student in the course of undertaking a research project, the College may assert (at its discretion and having taken into account all the circumstances and obligations owed to third parties) the right to be identified together with the student as a joint owner of such Covered IP. Sections 6 -13 of this Code of Practice do not apply to such jointly-owned Covered IP which instead shall be the subject of separate agreement between the College and any joint owner(s).

5. Teaching Materials

Although the College owns rights in all Teaching Materials that Personnel produce, such Personnel are free to take such teaching materials, course notes and visual aids and use them to provide similar courses elsewhere and the College hereby grants a perpetual, royalty free, non-exclusive licence to such Personnel in relation to Teaching Materials they have generated or created whilst working for or at the College. Such licence is sub-licensable without the consent of King's to any other institution at which Personnel teach or provide the Teaching Materials. The licence is not, however, sub-licensable to any third party to enable such third party to use or supply the Teaching Materials for commercial purposes.

6. Notification obligations

As soon as any Personnel become aware that any Covered IP may have some commercial value or be able to be licensed or protected by some form of registration, such Personnel should notify the College.

Early identification of intellectual property can be very important. If you are in any doubt that any Covered IP may have some commercial value, then you must assume it does and notify the College.

7. What happens after notification

What happens after notification will depend on the type of Covered IP, in particular whether or not the Covered IP has been generated as a result of any research funded by third parties ("Funded IP"). For example, research may have been grant funded or funded by a third party collaborator.

The College will comply with the terms of any funding arrangement applicable to any Funded IP. Personnel may be required to enter into assignment agreements which assign Funded IP to either the College or to a third party.

The College, through the IP & Licensing team within the Research Management and Innovation Directorate will determine whether and how the Covered IP is exploited and commercialised and the terms of that exploitation and commercialisation. It will also determine whether or not the Covered IP is registered, for example by filing a patent application or registered design.

Any decision on protection and/or commercialisation will only be taken after consultation with the Personnel involved in the creation of the Covered IP. The College, however, will have the final decision in relation to whether and how any Covered IP is protected, exploited and the terms of that exploitation.

8. Exploitation and licensing of Covered IP

Depending on the Covered IP concerned, the College may choose to exploit or commercialise the Covered IP in a number of ways. Examples are given below:

- Publication of the Covered IP;
- Licensing of the Covered IP, either on a long term basis or on an evaluation basis;
- Transferring or licensing the Covered IP into a company in which the College takes a shareholding (or equivalent interest).

The decision on which route is taken shall vest solely with the College. However, the College will discuss any intended route with all Personnel involved in the creation of the Covered IP and will consult with such Personnel to ensure all their views have been obtained, to the extent such consultation is reasonable in the circumstances.

- Where the College decides not to register or commercialise or exploit certain Covered IP (including Covered IP that may be a patentable invention) the College shall be under no obligation to assign that Covered IP to any member of staff.
- Where the College decides not to continue with any commercialisation or exploitation of a patent application or patent relating to Covered IP, all inventors named on the patent or patent application can request assignment of the relevant patent or patent application to them by the College. Provided all inventors named on the patent or patent application agree to such an assignment and there are no third party agreements restricting such assignment, then the College will assign all its right, title and interest in the Covered IP to the named inventors in equal undivided shares. Any assignment will be in a form of agreement prescribed by the College and subject to the following:

- Agreement from Personnel not to use the College's name in any advertising or marketing relating to the Covered IP; and
- Reimbursement of any costs and expenses incurred by the College in protecting the Covered IP (to the extent any have been incurred).

Reimbursement of costs and expenses by inventors following an assignment of Covered IP may be deferred until such inventors are able to derive an income or revenue from the Covered IP. The College will not continue to fund prosecution of any patent applications or patents assigned to such inventors and Personnel must not use any funds in any College account, of whatsoever nature, to fund prosecution of any patent applications or patents, assigned to inventors or owned by the College.

9. Revenue Sharing

The College wants to encourage all Personnel to create and notify Covered IP and as a result will share any Net Income it receives from exploitation of any Covered IP (subject in each case to paragraphs 10 and 11 below) with the Personnel responsible for creating the Covered IP in the following percentages:

Amount of net income received by College	Share of Net Income for Personnel
0-10,000 (inclusive)	90
10,000 – 150,000 (non-inclusive)	70
150,000 – 250,000 (inclusive)	50
Over 250,000	33.33

“Net Income” means any monetary consideration received by the College directly in relation to any (a) licensing of Covered IP; (b) assignment of Covered IP (other than to Personnel); (c) transfer of Covered IP to a company in which the College owns shares or equivalent membership rights; and (d) sale of shares in a company in which the College owns shares or equivalent membership rights and to which the Covered IP was transferred or dividends attributable to shares owned by the College.

The College will be entitled to deduct the following amounts from any monetary consideration before making any payments to Personnel: (a) taxes paid on any monetary consideration; (b) costs and expenses incurred by the College in protecting, maintaining, enforcing, defending, commercially developing, marketing, and/or exploiting the Covered IP; (c) legal costs and third party costs incurred in negotiating any agreements relating to the Covered IP; (d) any grant or reward repayments required to be made to any third parties; (e) any other payments which the College is obliged to make to third parties, for example co-owners of the Covered IP; (f) costs of any proceedings by or against the College (including any costs, sums or damages against the College in such proceedings).

Net Income will not include any consideration received by the College in return for the performance of research services or other services provided by the College or any Personnel regardless of whether the agreement for such consideration also included a licence to any Covered IP or assignment of Covered IP.

Allocation of Net Income to Academic Units shall be determined each year by the Director of Finance in accordance with normal financial planning procedures.

10. Entitlement to Revenue Sharing

The College (in consultation with the relevant Heads of Academic Units) shall determine which Personnel were responsible for the creation of the Covered IP. Those Personnel will include inventors on patent applications and any other individuals who may have made a significant contribution to the creation or reduction to practice of the Covered IP.

Where more than one individual is entitled to a share of the Net Income, the share set out above shall be split equally between the relevant individuals entitled unless the individuals agree between themselves that a different split should apply.

Personnel shall be entitled to the relevant share of Net Income whilst they are employed or working at the College and also after they have left the College. The College will use reasonable efforts to keep up to date information on any Personnel; however, if they are unable to track any individual down within a month of any relevant share being paid, the College shall be entitled to pay the share to other individuals entitled, or, if none, to not pay it.

Payments of any percentage of Net Income will be made by the College on an annual or quarterly basis in accordance with its internal accounting policies. Where applicable, any payments will be subject to deduction of income tax and national insurance deductions. The College may request confirmation that the relevant individual will make applicable income tax and/or other payments where such amounts are not deducted at source by the College.

11. Entitlement to shares

In certain circumstances the College may decide to license or assign Covered IP to a new company (“Spin-Out Company”) in which it has taken a shareholding or equivalent membership interest as consideration for or part consideration for the licensing or assignment of Covered IP.

The College (in consultation with the relevant Heads of Academic Units) shall determine which Personnel were responsible for the creation of the Covered IP. Those Personnel will include inventors on patent applications and any other individuals who may have made a significant contribution to the creation or reduction to practice of the Covered IP.

Any Personnel determined as responsible for the creation of the relevant Covered IP shall be entitled (but not obliged) to take equity in the Spin-Out Company at the time the Company is established or shortly after such establishment.

The level of equity in the Spin-Out Company available to entitled Personnel will be negotiated by the College with any third party investors in the Spin-Out Company and other third parties involved in the establishment of the Spin-Out Company. The College will not, however, permit any Personnel either alone or jointly to hold more than 50% of the voting share capital of the Spin-Out Company on establishment of the Spin-Out Company.

Where Personnel elect to take equity in a Spin-Out Company, they shall not be entitled to that share of Net Income attributable to any consideration received by the College for any sale of shares in the Spin-Out Company or dividends attributable to shares owned by the College. Net Income comprising any such consideration or part consideration for the licensing or assignment of Covered IP shall instead be split in the relevant proportions set out above in paragraph 9 of this code of practice between the College and any entitled Personnel who have not taken equity in the Spin-Out Company, making adjustment to the relevant proportions to take into account equity issued to other entitled Personnel.

Personnel shall not be entitled to any Net Income comprising consideration received by the College for sale of shares or dividends attributable to shares taken for reasons other than consideration for or part consideration for the licensing or assignment of Covered IP.

12. Transferring any materials, confidential information or Covered IP to third parties.

Any transfer of Covered IP or of confidential information by any Personnel should be subject to a written agreement with the relevant third party. Any Personnel transferring any Materials (in any form) or confidential information must first ensure that the appropriate agreement has been put in place.

Heads of each Academic Unit are responsible for ensuring that all Personnel in their units comply with the relevant transfer requirements and ensure agreements with third parties are in place.

In all cases, including where the third party is getting any right to Covered IP, or the right to use any Materials or information for commercial purposes, the College will be responsible for negotiating an agreement. Please contact the Research Grants and Contracts Office.

13. Assistance from Personnel

The College may request at any time that any Personnel execute an assignment of their rights in any Covered IP that the College owns. Execution of an assignment may be requested before or after any decision to commercialise or exploit is taken.

All Personnel shall use reasonable efforts to respond to any request for execution of an assignment as quickly and as reasonably possible.

14. Publication

The College encourages all scholarly publications including academic journal articles, attendance at conferences, presentations at industry bodies, monographs, and textbooks and book chapters (“Scholarly Publications”). However the College has to balance publication against the need to ensure research can be further developed and commercialised.

Before making any publication Personnel must assess the nature of the confidential information and work out whether notification under this Code is required. If in any doubt, please contact the IP & Licensing team within the Research Management Directorate.

The College will often facilitate any Scholarly Publications and advice on publication can be obtained from The Director of Library Services and <https://www.kcl.ac.uk/researchsupport/copyright>. The College will always insist on a royalty free, non-exclusive licence from the publisher of any Scholarly Publication to enable the College to use any Covered IP for promotional, administrative, educational, research and teaching purposes.

Where the College does not want to directly facilitate Scholarly Publication and in keeping with normal academic custom, publication may still be possible. In such circumstances the College may waive certain of its rights in such Scholarly Publication and may also assign certain of its rights in any Covered IP included within the proposed Scholarly Publication to the Personnel wishing to make the publication. Any waiver or assignment will be subject to the College being granted a royalty free, non-exclusive licence to its rights in any Scholarly Publication to enable the College to use any Covered IP for promotional, administrative, educational, research and teaching purposes and in circumstances where the College has either waived or assigned certain of its rights in any Covered IP to Personnel, it is the responsibility of Personnel to make any publisher is aware of such agreement.

15. Dispute Resolution

Any disputes relating to this code should in the first instance be referred to the Director of Research Management and Innovation. If the dispute is not resolved within a reasonable period of time, the dispute can be referred to the Principal of the College for resolution.

Where the dispute can not be resolved by the Principal of the College then the matter may, after a reasonable period of time, be referred to an independent expert. Such expert will be mutually agreed or in the absence of agreement will be appointed by the President of the Law Society of England and Wales. The decision of the expert shall be final and binding.

The costs of the expert shall be borne by the College but shall be recoverable from any Net Income received in relation to the Covered IP which is the subject of any expert opinion.

Academic Board June 2016

POSTGRADUATE RESEARCH STUDENTS (AND OTHER NON-EMPLOYEES)

IP Assignment & Acknowledgement. For covered intellectual property rights.

For information about Intellectual Property rights for postgraduate research students, please visit:

<https://internal.kcl.ac.uk/innovation/innovationkings/intellectual-property-licensing/intellectual-property-for-postgraduate-research-students>

To

King's College London
Strand
London
WC2R 2LS
London
United Kingdom
("the College")

From

Name	
Student Number, Programme and Degree	
Description of Research and Designated Academic Unit at the College (if a visitor)	
Address	
Email	

1. Acknowledgement

I intend to undertake activities in connection with the Studies or Work. I have read and understood the College's Code of Practice for Intellectual Property, Commercial Exploitation and Financial Benefits (the "Code of Practice").

I understand that in my activities in connection with the Studies or Work, I may be creating rights in intellectual property and that this will be Covered IP as set out in the Code of Practice. Accordingly, as a condition of being allowed to undertake any activities in connection with the Studies or Work, I understand that it is necessary to ensure that:

1.1 any information received in connection with or arising out of the Studies or Work is protected and maintained as confidential ("Confidential Information"); and

1.2 the College will own any Covered IP identified, created or reduced to practice or writing by myself and others during the course of the Studies or Work.

2. Confidentiality

2.1 I agree to keep all Confidential Information, which I receive or generate, secret and confidential and I will not pass it on to any third parties outside of the College without my supervisor's consent.

2.2 I understand that any publications will be covered by the publication provisions set out in the Code of Practice.

2.2 My obligation of confidentiality does not apply to Confidential Information which is public knowledge either at the date of this letter or at any point in the future. I may also disclose Confidential Information to the extent I have an obligation to do so by law or regulatory requirement.

3. Notification

3.1 I will, if requested by the College, promptly provide to the College all results arising from the Studies or Work which are in my possession or control, including (without limit) any rights in intellectual property including know-how, interim results, data and source code.

3.2 I understand that any publications will be covered by the publication provisions set out in the Code of Practice.

4. Assignment of Covered IP

4.1 "Covered IP" means the intellectual property rights in confidential information, copyright, design rights, moral rights, patents and patent applications, database rights, publication rights and any similar rights whether registered or not in the following:

inventions (whether patented or not); works created using College equipment or facilities including films, photographs, digital media works, films, audio works; confidential information contained within College laboratory notebooks (whether electronic or hard copy) or other College information storage systems including theses or papers; any works or intellectual property rights arising from works or services commissioned by the College; materials (in any form, and including biological materials), computer software; databases (provided such databases extend beyond use by or for the College itself).

4.2 To the extent that any of my rights in any Covered IP identified, created or reduced to practice or writing during the course of the Studies or Work are capable of prospective assignment, I now assign such rights to the College with full title guarantee. To the extent that any of my rights in any Covered IP identified, created or reduced to practice or writing during the course of the Studies or Work cannot be assigned prospectively, I agree to assign those rights to the College as at the point of creation and/or reduction to practice.

4.3 I understand that, as part of normal practice, the College will generally wish me to be identified as the author of any work which contains any copyright within the Covered IP if it is practical. However, I waive my moral rights in works containing such copyright so far as I can. This includes any rights I may have to be identified as the author of such works or to object to derogatory treatment of them, so far as I can.

4.4 I shall do all things and sign all documents which the College reasonably requires me to do or sign to confirm the College's ownership of my rights in any Covered IP. This may include, for example, signing confirmatory assignments for patent applications and inventions. This will be at the College's reasonable cost and expense.

4.5 The College will determine how Covered IP is exploited and commercialised and the terms of that exploitation and commercialisation, including any revenue sharing that I am to receive, in accordance with the Code of Practice.

From

Signed

Date

Student/Non-employee's
Full name

(BLOCK CAPITALS)