

## 1. Aims & Scope

This Code of Practice (the “Code”) sets out the University’s terms for governing the ownership, protection and commercial exploitation of intellectual property created by our staff, students and any non-employed visitors. The objective of the Code is primarily to provide a framework which enables dissemination of knowledge in the public interest however it also sets the framework for compliance with our contractual obligations owed to third parties who fund research at the University and importantly details the incentives for staff and students to engage with the numerous University support and expertise available. These enable suitable protection of intellectual property that is of public interest and/or of commercial value so it can be appropriately disseminated, including through commercial exploitation where appropriate.

As a set of general principles in relation to our students, the University:

- Recognises undergraduate and taught postgraduate students as owners of any intellectual property rights (including intellectual property created as part of student-led project work that is a constituent part of a student’s formal educational programme) they produce while a registered student of the University and,
- Claims ownership of certain intellectual property (except the literary copyright in a thesis authored by a student) created by any student participating in research (undergraduate, research postgraduate students, taught postgraduate students) formally managed or supervised by University academics and considers such IP as Covered IP under this Code of Practice.

However, these guiding principles recognise that the use of University financial, human and intellectual resources may occur within undergraduate and taught postgraduate, as well as research postgraduate project work and the scale of use is likely to vary enormously between disciplines and projects, and so in all cases where Covered IP arises the University shall always with care and pragmatism in conjunction with the student’s supervisor and/or Head of <sup>1</sup>Academic Unit consider whether:

- Students have made significant use of the University’s financial, human or intellectual resources (beyond normal academic supervision of such projects) or,
- Whether there are IP rights or interests of third parties (including funders of the work, other University academic staff or other University students, and/or academic collaborators at other institutions) who may have jointly created the intellectual property).

Only following this will the University determine if it may wish to assert its ownership rights over Covered IP in order to meet any of its responsibilities and shall not seek to assert any rights unless there is an obvious, clear and fair rationale, responsibility or obligation to do so.

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

- What intellectual property rights the University owns or might jointly own and may assert its ownership rights to;
- What intellectual property rights the University does not own or seek to claim rights over;
- What steps individuals covered by the Code need to take;
- The support students or staff will receive to assist in the commercialisation or dissemination of the IP they may have been involved in creating whilst at the University;
- When and if commercial exploitation of intellectual property will occur; and
- The financial benefit to be obtained by students, staff, Academic Units, the Faculty and the University.

The University may modify this Code at any time but will notify any modifications as widely as possible to all Personnel.

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<sup>1</sup> “Academic Unit” means the constituent Divisions, Departments or Centres within Academic Schools, from which Covered IP originated.

## 2. Who does this Code apply to?

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

- Any individual employed by the University;
- Any undergraduate or taught postgraduate student only in the circumstances of them being assigned or engaged in any research project within the University that is either:
  - formally managed or supervised by University academics and employees or
  - which makes significant use of University's financial (including funding from third parties), facility, equipment, human (including where IP is created jointly with other Personnel) or intellectual resources (beyond normal academic supervision of such projects).
- Any postgraduate research student only in the circumstances of them being assigned or engaged in any research project or activity within the University.
- Any visiting, honorary, Adjunct or Affiliate Appointment or emeritus staff engaged in study or research at the University (in each case such individuals shall need to agree in writing to comply with this Code as a condition of appointment).
- Any individual who has signed a contract for services or consultancy agreement with the University (provided that the terms of that contract for services do not expressly vary any of this Code).

The Students and Education Directorate is responsible for ensuring the following:

1. That prior to any undergraduate, taught or research postgraduate student accepting an offer from the University, they have been provided together with the offer letter, the "**KCL – General Terms and Conditions for Students**" which includes within it the clear reference and URL link to this Code and clear reference that IP developed during a student's course is subject to this Code.
2. Furthermore, before an undergraduate or taught postgraduate student is assigned or engaged in any research project led or formally managed by an academic within the University, or any postgraduate research student registers at the University, they will have agreed in writing a declaration that by accepting a place at the University they agree to be legally bound by the provisions of this Code (this will normally be carried out at enrolment by signing a declaration). Postgraduate research students may also be required to sign an IP Assignment agreement in circumstances where they may create Covered IP in which the University has determined it may be obligated or it may be necessary to assert its rights of ownership.

Heads of each Academic Unit are responsible for ensuring that all visiting individuals, including adjunct appointment or emeritus staff, undergraduate students or postgraduate taught students assigned or engaged in a research project and all postgraduate research students in their units who are not employed by the University have agreed to comply with this Code by completing all required parts of their registration.

Where any student is registered both at King's and another organisation either within the UK or internationally, and this requirement to sign the IP Assignment conflicts with the relevant policies in effect at the other organisation, a separate case by case IP ownership arrangement will be agreed between the University and the other organisation. The authority to agree this case-specific IP ownership arrangement shall sit with the SVP Operations and VP Research and Innovation.

## 3. What intellectual property is covered by this Code?

This Code covers intellectual property rights in confidential information, copyright (except the literary copyright subsisting in a student's thesis), 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);

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- Works within, or results arising from;
    - (a) the scope of any duties of employment (including all results from activities enabled by internal or external research funding awarded to the University) or,
    - (b) the scope of any research project, activity or postgraduate research study managed or supervised by University staff (or undertaken in conjunction with other University staff or students) that are created using University's equipment, real estate or facilities (including University libraries, laboratories, equipment and University IT hardware and software resources)
- In both cases including;
- Raw data
  - Confidential information contained within University laboratory notebooks (whether electronic or hard copy) or other University information storage systems including servers, computers, notebooks
  - Materials (in any form, and including biological materials and plant varieties)
  - Computer software and AI Models
  - Databases
  - Teaching materials including course notes and audio and visual aids ("Teaching Materials")
  - Theses or manuscript papers intended for publication (including in academic journals)
  - Films, videos, photographs and digital media works, in all cases of any kind
  - Audio works
  - Monographs, book chapters, books
  - Any works or intellectual property rights arising from works or services commissioned by the University. (Works and services will only be considered 'commissioned' by the University where there is a legal agreement between the University and Personnel or a third party requiring either party to produce certain works or perform certain services).

The "Notification obligations" outlined in section 6 below shall not include the following, which for the avoidance of doubt shall not be considered Covered IP and shall not need notifying to the University:

- Fine art works, (including painting, sculpture, music scores and lyrics, poetry) as well as fictional and non-fictional creative works (including novels, biographies, short stories, screenplays and poems) unless such fine art and creative works are specifically an output expected from an external research award to the University or specifically identified as an output of a duty of employment,
- Examination manuscripts or course work,
- Computer generated works (CGW as defined in the Copyright, Designs and Patents Act 1988)

Personnel will be notified of any changes to anything covered by the above lists.

#### **4. What intellectual property will the University own?**

Unless agreed otherwise in writing, having consulted with student supervisors and/or Heads of Academic Unit whether significant use of University human (including other staff or students), intellectual, facility, real estate, equipment or financial resources have been made use of, the University claims sole ownership in any Covered IP created or reduced to practice in the following circumstances by:

- Any Personnel during the course of their duties of employment at the University.
- Any postgraduate research student in the course of their studies at the University.
- Any student in the course of a research project formally managed by any individual employed by the University, or any visiting, honorary, Adjunct, affiliate or emeritus staff.
- By any Personnel for the purposes of providing a course at the University.

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- By any Personnel during the course of any commissioned services or works provided by such Personnel.
- By any individual employed by the University, visiting staff, emeritus staff or postgraduate research student through significant use of University 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 University (through the SVP Operations and VP Research and Innovation) and the placement organisation.

Where Covered IP is created or reduced to practice by:

- a) any individual employed by the University (or any visiting individual, including honorary, adjunct 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,
- b) a significant use of the University's financial, facility, real estate, equipment, human or intellectual resources by any undergraduate or taught postgraduate student in the course of undertaking a research project,

the University 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 University and any joint owner(s).

Where Covered IP is created or reduced to practice by a research postgraduate student who is not an employee of the University, and (1) such research postgraduate student's supervisor[s] make no claim to creation or reduction to practice beyond normal academic supervision and (2) such Covered IP has not been created or reduced to practice through a significant use of the University's financial, facility, real estate, equipment, human or intellectual resources, at its discretion and having taken into account all the circumstances and obligations owed to third parties, the University will seek to confirm to such students that it will not assert its right to be identified as an owner or joint owner of such Covered IP.

### **5. Teaching Materials**

Although the University owns rights in all Teaching Materials that Personnel produce in the course of their duties of employment, such Personnel are free to take such Teaching Materials, course notes and visual aids and use them to provide similar courses elsewhere and the University 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 University. 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 reasonably have some commercial value (including through a Spin-Out Company (as defined in section 11 below)) or be able to be licensed or protected by some form of registration, such Personnel should notify the University. Early identification of intellectual property can be very important. If Personnel are in any reasonable doubt that any Covered IP may have some commercial value, then you must assume it does and notify the University.

### **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 significant input to its creation and reduction to practice by a supervisor of a student (whether undergraduate or postgraduate), significant use of the University's financial, facility, real estate, equipment, human or intellectual resources or any research funded by third parties ("Funded IP").

For example, research may have been grant funded or funded by a third-party collaborator. The University 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 University or to a third party.

The University, 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 that may apply to 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 by the University on protection and/or commercialisation will only be taken after consultation with the Personnel involved in the creation of the Covered IP and approvals from the University's New IP Committee, Commercialisation Committee and Partnership Committee. The University however, acting through the VP Research and Innovation, will have the final decision in relation to whether and how any Covered IP is protected, exploited and the terms of that exploitation.

### **8a: Exploitation and licensing of Covered IP**

Depending on the Covered IP concerned, the University may, subject to third party rights, choose to ensure impact is achieved from 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;
- Licensing of the Covered IP into a Spin-Out Company in which the University takes a shareholding (or equivalent interest). Where Founders (as defined in section 11 below) create a Spin-Out Company, such Founders will be responsible for leading negotiations with any third-party investors in the Spin-Out Company and other third parties involved in the establishment of the Spin-Out Company.

Consequently, it is an expectation that Founders shall engage their own legal counsel to represent their interests.

The University will discuss any intended commercialisation 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. In the event there is a disagreement between Personnel (including between designate Founders and Co-Creators detailed in section 10) the final decision on which route is taken shall vest solely with the University.

### **8b: Decisions not to start, or to cease, commercialisation proceedings**

Where the University decides not to initially register or protect certain Covered IP (including Covered IP that may be a patentable invention) that has been notified to it for review, the University shall be under no obligation to assign that Covered IP to any Personnel but shall take reasonable consideration of alternative proposals put to it by Personnel that may warrant facilitating protection and commercial exploitation. If having taken reasonable consideration of such proposals, the University shall have the final decision on next steps.

Where the University decides not to continue with any ongoing 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 University. Provided all inventors named on the patent or patent application agree to such an assignment, or all inventors agree to an assignment to some of the inventors and there are no third party agreements restricting such assignment, then the University will assign all its rights, title and interest in the Covered IP to the applicable inventors (hereinafter "Assignees") in equal undivided shares. Any assignment will be in a form of agreement prescribed by the University and subject to the following.

- Agreement from Assignees not to use the University's name in any advertising or marketing relating to the Covered IP.
- Reimbursement from Assignees of any costs and expenses incurred by the University in protecting the Covered IP (to the extent any have been incurred).
- Reimbursement of costs and expenses by Assignees 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 University will not continue to fund prosecution of any patent applications or patents assigned to such Assignees and Assignees must not use any funds in any University account, of whatsoever nature, to fund prosecution of any patent applications or patents, assigned to them or owned by the University.

### 9. Revenue Sharing and Gainshare

**9a. Share of Net Income for Personnel:** The University wants to encourage all Personnel to create and notify the University of Covered IP and as a result will share 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:

| <b>Amount of Net Income received by University</b> | <b>% Share of Net Income for Personnel</b> |
|--|--|
| 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 the **"Gross Monetary Consideration"** received by the University minus any applicable **"Direct Costs"**.

**Gross Monetary Consideration** is a determination made solely by the University but may arise from:

- (a) optioning or licensing of Covered IP;
- (b) assignment of Covered IP (other than to Personnel);
- (c) transfer of Covered IP to a Spin-Out Company in which the University owns shares or equivalent membership rights; or
- (d) sale of shares in a Spin-Out Company in which the University owns shares or equivalent membership rights and to which the Covered IP was transferred or dividends attributable to shares owned by the University.

**Direct Costs** will be entitled to be deducted by the University from any **Gross Monetary Consideration** before making any payments of such resulting **Net Income** to Personnel and may include:

- (a) taxes paid on any Gross Monetary Consideration;
- (b) costs and expenses incurred by the University 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;

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- (e) any other payments which the University is obliged to make to third parties, for example co-owners of the Covered IP; or
- (f) costs of any proceedings by or against the University (including any costs, sums or damages against the University in such proceedings).

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

### **9b: Gainshare Policy relating to the University retained Net Income**

Allocation of those Net Income sums which are not paid to Personnel shall be shared with Faculty, applicable Academic Unit and inventor laboratory in accordance with the Gainshare Policy described below.

The first £5 (five) million of Net Income retained by the University shall be distributed as follows;

1. 50% (ie up to £2.5M) retained for the University,
2. 25% (ie up to £1.25M) for the applicable Faculty.
3. 12.5% (ie up to £625k) for the relevant Dept(s)/School.
4. 12.5% (ie up to £625k) for the laboratory of the relevant PI to strengthen the discovery/innovation potential of the PI's research team, which must only be used for eligible research costs.

Where there are multiple inventors, these above sums shall be distributed amongst relevant Faculties, Depts/ Schools and inventor laboratories in proportions agreed with Executive Deans and in accordance with section 10 below. Faculties, Departments and Dept/ Schools (as applicable) shall receive their distribution upon receipt by the Vice-President Research & Innovation of a statement from Executive Deans describing intended use of the funds to support further innovation.

### **10. Entitlement to and Process of Revenue Sharing**

The University (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 (even if the Covered IP does not comprise an invention).

Where more than one individual is entitled to a share of the "Share of Net Income for Personnel" set out above in section 9a, it shall be distributed equally between the relevant individuals entitled unless the individuals agree between themselves in writing that a different distribution should apply.

Personnel shall be entitled to their relevant share of "Share of Net Income for Personnel" whilst they are employed or working at the University and also after they have left the University. The University 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 University shall be entitled to pay the share to other individuals entitled, or, if none, to not pay it.

Payments of any percentage share of Net Income to entitled Personnel will only be made by the University on an annual basis in accordance with University internal accounting policies, but within 3 months of the end of the University Financial Year (31 July) in which the Net Income was realised. All payments, as required by law, will be subject to deduction by the University of income tax and national insurance deductions and shall be made through payroll. The University will 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 University.

### 11. University equity participation in new companies formed to commercialise Covered IP

In circumstances where the University determines a viable commercialisation route is through a spin-out company it may decide, subject to third party rights, to license (the “**IP Licence**”) (concurrent with the completion of relevant investment agreements) Covered IP (“**Licensed IP**”) to such a new company formed and operationalised by one or more of the Personnel who have created the Covered IP (hereinafter “**Spin-Out Company**”).

As a general principle, the University shall expect Founders, as defined below, to lead in the preparation of a business plan that describes the proposals for diligent development of products and services. The University’s determination that a commercialisation route is viable shall be critically dependent on such business plans. The University however intends to maximise the prospects of success for the Spin-Out Company by being an “**Active Shareholder**”, providing the Spin-Out Company access to the King’s innovation ecosystem, tailored support (e.g. through a King’s Accelerator and the King’s Investor Network) including for the preparation of business plans and subject to availability and determined on a case by case basis and through a service level agreement, access to expertise, equipment resource and space. In addition, for as long as the University holds at least 10% of the shareholding of the Spin-Out Company it shall retain the right to appoint a director to the Board of Directors.

The University (in consultation with the relevant Heads of Academic Units) shall determine which Personnel were responsible for the creation of the Covered IP that is the subject of the IP Licence to the Spin-Out Company and agree with such Personnel which of the following roles each shall play in relation to the Spin-Out Company.

1. “**Founders**”: being those Personnel who actually create and develop the business of the Spin-Out Company through direct entrepreneurial operational involvement in the Spin-Out Company in a role that is beyond and outside of the scope of any of their duties of employment by the University and are co-creators of the Covered IP that is licensed to the Spin-Out Company.
2. “**Co-Creators**”: being those Personnel who are co-creators of the Covered IP that is the subject of the IP Licence to the Spin-Out Company, but who do not have an involvement in the Spin-Out Company as Founders.

The distribution of the ordinary shareholding in the Spin-Out Company immediately prior to the Spin-Out Company receiving a first investment shall be as follows:

- 80% issued and allotted to the Founder(s), hereinafter called “**Founder Shares**” (with distribution between multiple Founders, or between Founders and any relevant third parties, to be determined amongst themselves),
- 20% issued and allotted to the University (hereinafter the “**University Founding Shares**”). The University Founding Shares shall not be subject to any non-dilution protection, but shall hold customary voting, pre-emption, information access and consent matter rights.

Co-Creators shall not be issued or allotted any shareholding in the Spin-Out Company at pre-Initial Investment phase and instead shall be entitled to receive a share of any Net Income arising as a proceed from sale of University Founding Shares or received dividends, as detailed below.

- All Personnel responsible for the creation of the Covered IP that is the subject of the IP Licence to the Spin-Out Company shall agree amongst themselves in writing their relative contribution to the creation of the Covered IP.
- A distribution of the applicable tier percentage of the **Share of Net Income for Personnel** in section 9 is used to calculate the sum due to an individual Co-Creator, - being that sum determined from each Co-Creator’s relative percentage contribution to the creation of the



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Covered IP. Such pro-rata percentage distributions of tiered Net Income shall be distributed only to Co-Creators, with no distribution made to Founders who are Co-Creators.

- This residual percentage **Share of Net Income for Personnel** not paid to Co-Creators (as it represents the sum that would have been due to Founders) is retained by the University.

Founders will not (by consequence of taking Founder Shares) be entitled to any share of Net Income deriving from any proceed from the sale of University Founding Shares or from dividends.

There are potential income tax or capital gains tax implications for Founders and Founders shall be expected to obtain their own independent tax advice in relation to their roles as Founders.

The IP Licence granted by the University to the Spin-Out Company will include customary terms and conditions required by the University (including being subject to customary licences back to the University for academic research and teaching purposes and ability to sub-licence such rights) and shall include the following fixed financial consideration provisions and general deal structure elements:

- A flat 1% royalty rate on net sales of products or services enabled or claimed by the Licensed IP.
- A flat 5% royalty rate on fees from sub-licences to such Licensed IP that are issued by the Spin-Out Company.
- A royalty free window, with royalty payment triggered only after the Spin-Out Company (or any successor licensee) achieves a threshold aggregate of £50million from either net sales or fees and only on those sums received after the £50million threshold is passed.
- A “IP Improvements” provision that provides for the Spin-Out Company to obtain, subject to any third-party rights, further licences to severable and non-severable improvements to the originally Licensed IP. Such IP Improvements must;
  - have arisen from the continued research of the Founders, in their own laboratories at the University,
  - have involved the Founders (or individuals under their direct supervision) in its creation and reduction to practice,
  - be created at the University in a period of up to 3 years from the date of the University decision to progress a Founder led Spin-Out Company.

Such additional IP Licences to IP Improvements shall be subject to the same Net Sales and fee royalties described above.

- The University shall meet the costs of filing, prosecuting and maintaining patent applications claiming inventions comprising the Licensed IP (including IP Improvements) for a term equal to the earlier of either:
  - (a) a period of 24 months from priority filing date of any patent comprising the Licensed IP or IP Improvement or,
  - (b) until the completion date of the Spin-Out Company’s ‘Initial Investment’. Initial Investment shall be any monetary arrangement made by the Spin-Out Company including for example equity and any “convertible” loan that automatically converts to equity on a subsequent investment round, but not include grants awarded to the Spin-Out Company or retail bank debts or bank loans.
- For the avoidance of doubt, if any Licensed IP cost is incurred or an IP Improvement is made after an Initial Investment into the Spin-Out Company has been made, the University shall not be responsible for any such costs (including of such IP Improvements) that are Licensed by the Spin-Out Company.

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- All Spin-Out Companies shall be expected in all circumstances to meet the cost of entering patent applications comprising Licensed IP into 30 or 31 month national phase entry.
- All costs incurred in the maximum 24 month period described above of patent applications comprising Licensed IP that are incurred by the University (including such costs incurred prior to Founders determining to form a Spin-Out company) shall be repayable to the University by the Spin-Out Company, in equal annual instalments over the three year period (or lesser period agreed between the parties) following effective date of the IP Licence.
- Founders may, subject to an approval from and subsequent annual review by the Head of Academic Unit, consult nil-fee (through a “University Contracted Service” advisory consultancy contract) for the Spin-Out Company for up to 1 day a week for 12-months.

Both Founders and Co-Creators will share in the distribution of Net Income received from Royalties arising from net sales and fees (as described in section 9).

Net Income for the purposes of the tiers described in section 9 shall comprise (subject to this section 11) any aggregate Net Income from royalties, or sale, or dividend proceeds from University Founder Shares.

For the avoidance of doubt, Personnel shall not be entitled to any Net Income comprising consideration received by the University for sale of shares or dividends attributable to shares taken for reasons other than (part) consideration for the licensing of Covered IP.

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

Any transfer of Covered IP or confidential information by any Personnel should be subject to a written agreement with the relevant third party. Any Personnel transferring any tangible materials (in any form) or confidential information is responsible for ensuring that the appropriate agreement has been put in place prior to any transfer.

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 tangible materials or information for commercial purposes, the University will be responsible for negotiating an agreement.

### **13. Assistance from Personnel**

The University may request at any time that any Personnel execute an assignment of their rights in any Covered IP that the University 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.

All Personnel acknowledge that the University is required by its funders to demonstrate its impact on society and Personnel agree to comply with all reasonable requests made by the University to provide such information as the University may reasonably require to address requirements placed on the University in this regard. It is acknowledged that such information shall not prejudice trade, commercial or scientific secrets, or the public’s interests, shall be reasonably general in nature in the context of impact and shall be anonymised such that the Data Protection Act 2018 (or any amendments or modifications thereto) and/or national security is not breached by its disclosure. The

University undertakes to inform the Personnel as soon as reasonably possible of any such requirement and undertakes not to disclose any Spin-Out Company's Confidential Information without the Spin-Out Company's prior written consent, which the Spin-Out Company shall not unreasonably withhold. Such information may include (in relation to the Licensed IP), but shall not be limited to effects, changes or benefits to the economy, society, public policy or services, health and the environment.

### **14. Publication**

The University encourages all scholarly publications that have a public benefit including academic journal articles, attendance and presentations at conferences, presentations at industry bodies, monographs, and textbooks and book chapters ("**Scholarly Publications**"). As a general principle, it is not an objective of this Code that the University will seek to assert its ownership of Covered IP subsisting in a Scholarly Publication simply in order to secure a share of revenue that may arise from dissemination of Covered IP through a Scholarly Publication. However the University has to balance our desire to enable Personnel to make publications against the need to ensure research can be further developed and commercialised and to discharge our responsibility to ensure that it has been correctly determined if there are any third party rights in, or significant use been made of University resources relating to the proposed content of the Scholarly Publication or intellectual property rights are subsisting within the contents of a Scholarly Publication which the University may have a responsibility to protect and seek a fair and reasonable share of a financial return.

Before making any publication, Personnel must assess whether there is confidential information that has commercial value (beyond that of the Scholarly Publication itself) contained within the proposed Scholarly Publication, whether there are any third party rights to respect in the proposed Scholarly Publication or whether the Scholarly Publication was predominantly the result of undertaking a duty of employment and therefore determine whether notification under this Code is required. If in any doubt, please contact the IP & Licensing team within the Research Management Directorate.

Where there are no commercialisation issues or third-party rights, the University will aim to facilitate any Scholarly Publications and enable the author to disseminate or publish such, and as a general principle allow the author to retain revenues that might arise from such dissemination or publication.

Advice on dissemination and publication can be obtained from The Director of Libraries and Collections and <https://www.kcl.ac.uk/researchsupport/copyright>. The University will always insist on a royalty free, non-exclusive licence from the publisher of any Scholarly Publication to enable the University to use any Covered IP included within the Scholarly Publication for promotional, administrative, educational, research and teaching purposes.

Where the University does not want to directly lead on enabling a Scholarly Publication and in keeping with normal academic custom, publication may still be possible. In such circumstances the University 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 University being granted a royalty free, non-exclusive licence to its rights in any Scholarly Publication to enable the University to use any Covered IP for promotional, administrative, educational, research and teaching purposes and in circumstances where the University 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 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 Vice Chancellor & President of the University for resolution.

## IP Code of Practice Guidance

Where the dispute cannot be resolved by the Vice Chancellor & President of the University 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 University 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

December 2023