

# Intellectual Property Policy

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## 1. Policy purpose

- 1.1. This policy establishes a comprehensive framework for fostering a culture of innovation and entrepreneurship at York St John University (YSJ). This includes the ownership, management, protection of Intellectual Property (IP) generated by Staff, Non-staff Members, and Students together with its effective commercialisation.
- 1.2. This policy applies to all Staff, Students, and Non-staff Members (as defined in this policy). It may be amended by YSJ from time to time in accordance with the University's standard processes.
- 1.3. Under this policy, YSJ is committed to protecting and managing Intellectual Property (IP) and to ensuring that Staff, Students, and Non-staff Members receive fair and appropriate compensation for their inventions and discoveries. This policy forms part of the terms relating to Intellectual Property in Staff contracts and Student terms and conditions.
- 1.4. The policy outlines the procedures for the ownership and licensing of intellectual property, as well as the process for commercialisation of inventions, discoveries, and undertaking consultancy. This policy does not limit any statutory or common law rights in relation to intellectual property; nor may it be used in a manner that might cause YSJ or those covered by this policy to be unable to comply with any legal obligations or ethical requirements.
- 1.5. Where applicable, any activity proposed under this Policy should undertake an Equality Impact Assessment.
- 1.6. Through the Business Development Office (BDO), YSJ provides confidential support and resources for staff, non-staff members, and students who have a general enquiry about IP, or who wish to pursue entrepreneurship and IP commercialisation opportunities, such as consultancy, patents, licensing etc. Staff, Non-staff members, and Students at YSJ are encouraged to engage in innovative and entrepreneurial thinking. All initial enquiries should be sent to [business@yorks.ac.uk](mailto:business@yorks.ac.uk), where a member of the [Business Development Office](#) will contact you.

## 2. Definitions

- 2.1. The following definitions have the following meanings:

**AAM** – Author Accepted Manuscript.

**Commercialisation** - The process of bringing IP to the market in view of future profits and business growth.

**Confidential information** – Means all material, non-public, business-related information, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation.

**Consultancy** – means the provision of independent, specialist advice and/or implementation support to organisations across industries outside the core institutional activities of YSJ.

**Contract Research** – research and experimental development (R&D) conducted under a formal agreement with an external party.

**Copyright** – Is a type of intellectual property right that gives the creator of a work the exclusive rights to copy and distribute that work, and to make adaptations to it. The principal UK copyright law is the [Copyright, Designs and Patents Act 1988](#).

**Creators/Founders/Originators** - any Student, Employee and/or Non-staff member who (either individually or jointly with others) creates Intellectual Property. This includes, by way of example, inventors of an invention, creators of copyright works or design which qualifies for registered or unregistered design right, and developers of know how.

**Database rights** – There are two types of intellectual property protection for databases: database rights and copyright. Both are automatic, unregistered rights that allow the owner to control certain uses of their databases. Copyright protects the selection or arrangement of material in a database where this is original (i.e. creative). Database rights protect the contents of a database.

**Design rights** - Protect the appearance of a product. This can be the whole or part of a product resulting from the lines, contours, colours, shape, texture or materials, or ornamentation of the product itself. Design rights can be registered or unregistered.

**Executive Education (ExEd or Exec. Ed)** – Refers to academic programmes at graduate-level for executives, business leaders, and functional managers globally. These programmes are generally non- credit and non-degree-granting, but sometimes lead to certificates and some offer continuing education units accepted by professional bodies and institutes. For the purposes of this policy, Executive Education and CPD are core institutional activities and are not included within the definition of consultancy.

**Intellectual Property (IP)** - In essence, IP is intangible and may be regarded as 'knowledge and its creative application'. This includes inventions, computer software, data, databases, technical know-how and trade secrets. IP includes formal registered IP such as patents, trademarks and registered design as well as copyright in reports and software, databases, unregistered designs, knowhow and confidential information. For example, database design rights may be subject to IP and copyright.

**Intellectual Property Rights (IPR)** - refers to the tangible form, medium or product in which the IP subsists such as patents (inventions), copyright (literary and artistic works), trademarks (symbols, names and images) and design rights (designs).

**Licensing** - A licence is an agreement between the Intellectual Property Right owner and another party. It grants them permission to use the IP where otherwise this would be an infringement of the Intellectual Property Right owner's rights.

**Net Profit** – Gross revenue minus all costs and overheads associated with the creation and commercialisation, including but not limited to cost of materials, staff costs, licenses, marketing costs, and legal expenses.

**Non-staff members** - Visiting academics or visiting researchers.

**Patents** – A patent is an exclusive right granted for an invention by the UK Intellectual Property Office, which is a product or a process that provides, in general, a new way of doing something, or offers a new technical solution to a problem.

**Rights Retention Strategy (RRS)** - Enables authors to assert their copyright over their Author Accepted Manuscript(s) (AAM) and make them Open Access immediately through

institutional repositories. YSJ's Rights Retention Policy applies to the AAM of Scholarly Outputs uploaded to RaY.

**Rights reversion** – The process by which, if YSJ decides not to individually or jointly pursue and commercialise certain IP related opportunities the creator may apply to claim their full IP.

**Scholarly Outputs** - Works created by staff or students in the course of research or study for the purposes of academic communication and the dissemination of knowledge, including but not limited to: textbooks, journal articles, monographs and book chapters, audio-visual material, creative or artistic works and other outputs which are independent of teaching-based material

**Spin-Out** -A company to which YSJ has assigned or licensed intellectual property and in which YSJ had an equity interest.

**Staff or Staff member** –A person who was at the relevant time employed by YSJ under a contract of employment (including professional staff) but does not include visitors or honorary appointees of YSJ.

**Student** - Any person who successfully completed enrolment onto a programme of study with YSJ including undergraduate and postgraduate taught courses, research-based degrees (including but not limited to MRes., M.Phil., Ph.D., Professional Doctorate); irrespective of mode of study.

**Technical know-how** – All recorded and unrecorded information and knowledge relating to the design, development of production, installation and operation of the Product.

**Trademarks** – A trademark can be any word, phrase, symbol, design, or a combination of these things that identifies your goods or services that is legally registered or established by use as representing a company or product.

### 3. IP Ownership

- 3.1. There are specific laws which govern the ownership of different types of IP. The following is a summary of the IP ownership for certain groups:

#### Employees

- 3.2. The Patents Act 1977 and the Copyright, Designs and Patents Act 1988, together 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 YSJ's employees in the course of their normal duties shall be the property of YSJ. Any agreement to the contrary must be in writing.
- 3.3. Where YSJ commissions employees to carry out projects outside their normal duties, the employees are required to assign the rights to any IP created in the course of the commissioned activities, to YSJ.
- 3.4. Notwithstanding anything to the contrary in this IP Policy, the terms of any and all contracts and agreements agreed with external organisations that concern YSJ's IP shall prevail.

## Non-staff members

- 3.5. A Non-staff member's rights in relation to IP will be as set out within their contract with YSJ together with this policy. Non-staff members may be required to assign to YSJ the rights to IP they create in the course of their activities. For example, when delivering academic Scholarly Outputs, or taught curriculum on behalf of YSJ or when working as part of a collaborative project or where there is an overriding agreement in place with YSJ regarding IP ownership.

## Students

- 3.6. 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:
- 3.6.1. they generate IP which is subject to governing terms or an agreement with an external organisation whereby the IP vests with YSJ or a third party; or
  - 3.6.2. they generate IP which builds upon existing IP generated by YSJ's employees; or
  - 3.6.3. they generate IP jointly with YSJ's employees; or
  - 3.6.4. they are, or have the status of, University employee (in which case they are treated as employees).
- 3.7. In the above listed circumstances, students will be required to assign IP to YSJ and, in respect of Net Profits generated by that IP this will be on the terms set out in paragraph 6.6 below.
- 3.8. The wide dissemination of IP and new knowledge is fundamental to the core work of YSJ. Subject to conditions referred to in this policy, YSJ has waived its IP rights in this context and granted members of Staff and Students the freedom to publish Scholarly Outputs if there are no commercialisation activities taking place.

## 4. General Principles

### Employees & Non-staff members

- 4.1. Not all IP generated by non-staff members or Staff during the course of their employment necessarily belongs to YSJ. There are two exceptions to the general rule set out above:
- 4.1.1. YSJ may, as a matter of policy, determine that particular categories of IP should be vested in the staff and non-staff members who produce them. Nonetheless, YSJ's capacity to waive its claim to IP is limited. This is partly for financial reasons, but also because of its status as a charitable body (and therefore obliged by law to own IP), and must take all reasonable measures to seek to maximise the returns on its assets (which, of course, include IP). YSJ has decided not to make any claim over income generated by staff and non-staff members or students from Scholarly Outputs, for example received through the publication of a book or article (as described further in section 9).

- 4.1.2. Some IP is generated on research or other third-party contracts. YSJ's starting position is that it will own this IP however the terms of those third-party contracts may give third parties (usually the funding body in question) rights over some or all of the IP. (In practice, such third-party rights will be negotiated between YSJ and the funding body).
- 4.2. IP created by employees and non-staff members of YSJ outside the course of their employment belongs to such employee(s) except where the use of University resources has been intrinsic (such as specialist equipment/software etc) in creating that IP, in which case the relevant employees and non-staff members will be deemed to have agreed that such IP shall belong to YSJ and shall comply with any request from YSJ to reflect this.

## Students

- 4.3. IP created by students in their capacity as students (i.e., not as employees of YSJ) belongs to any such students. As an exception to this, students are asked to assign IP to YSJ where this is necessary to ensure that YSJ is able to comply with relevant conditions imposed by sponsors of the research in order to comply with sponsor conditions. Where student-owned IP is commercialised, students will be offered profit-sharing arrangements generally in line with those offered to University employees (see paragraph 6.6 below). Students may wish and are encouraged to seek independent advice in such circumstances.
- 4.4. Students are required to grant an irrevocable, non-exclusive, royalty-free licence to copy and use any student-owned IP for purposes that link to the functioning of YSJ. This includes copying of work for audit, regulatory, quality and standards monitoring and other similar activities.
- 4.5. Subject to the following provisions a student will usually own IP arising out of their programme of study; however, a student will rarely have generated IP Rights on their own and in assessing ownership of IP, YSJ will have regard to the following:
  - 4.5.1. whether other students co-developed the IP;
  - 4.5.2. the involvement of members of staff of YSJ including academic supervisors;
  - 4.5.3. use of University facilities such as funding, equipment, premises, resources and consumables; and
  - 4.5.4. such other matters as may arise under the circumstances (e.g., use of third-party resources during placements).
- 4.6. Students undertaking a taught course will generally own the IP in work they create on such course unless there is agreement to the contrary (e.g., sponsorship or where a student submits work as part of a competition). Whilst the scope to generate IP on taught courses is limited, some courses may involve project work. In such circumstances the IP will often be owned jointly (through working with other students,

employees, or academic staff). Many research groups are funded by research grants, industrial collaborations or funding agreements, the terms of which will govern how IP is owned, managed and exploited.

- 4.7. Students undertaking research-based degrees (e.g., MRes., M.Phil., Ph.D., Professional Doctorate) will usually own the IP created solely by themselves. However, a student will rarely have done so in total isolation as they will have been supervised and directed by University employees (e.g., predominantly their supervisor but also other members of staff). The student will have used University facilities and may have worked collaboratively with other students. In such circumstances the threshold question in determining IP and inventorship is who conceived of the idea. A person who did not contribute to the conception is not an inventor and reducing the invention to practice by way of experimentation will not usually meet the threshold requirement. If YSJ wishes to exploit the results of any student IP generated pursuant to a research degree the student will, subject to the Exceptions in paragraph 4.9, be required to assign or transfer the IP to YSJ to enable it to commercially exploit the research.
- 4.8. Students are encouraged to disclose any possible IP to their programme leader or academic supervisor in the first instance, who should then liaise with appropriate individuals within the [Business Development Office](#).
- 4.9. Exceptions:
- 4.9.1. No student at YSJ shall be required to assign or transfer IP Rights in any thesis produced solely by the student (e.g., where the student is not a co-author); or in any scholarly text, research paper or textbook provided that such IP Right is not governed by the terms of prior written agreement (e.g., industry funded research).
- 4.9.2. Any monies accrued by the student by way of publication or dissemination of work falling within the scope of paragraph 4.7 shall be retained by the student.
- 4.9.3. Where YSJ wishes to use Student owned IP for teaching or research purposes, written permission to use such work should first be sought from the Student.

## Consultancy

- 4.10. Consultancy work undertaken by staff, non-staff members and students, which has obtained prior approval by YSJ (and utilises internal systems for data capture), is actively encouraged and supported. All consultancy activity (including work outside of contract hours) should be declared and agreed initially with line-managers and signed off in accordance with the Engagement and Commission Form (please see Appendix A).

## Declaration of Interests

- 4.11. All care should be taken to ensure that the roles of any Staff or Non-Staff Members do not conflict or create a perceived conflict with their duties and responsibilities as Employees when engaging in commercialisation activities. Any University IP licensed

for the benefit of a commercial activity should be subject to an appropriate arms-length agreement between YSJ and the relevant party.

- 4.12. All conflicts and declarations of interest must be properly declared and recorded as per YSJ's Conflict of Interest Policy, including any shareholdings or personal interests an employee may have in connection with any commercialisation activities such as Spin-Outs, consultancy or licensing arrangements.

## 5. Process

- 5.1. All initial IP Rights (including Patents) and consultancy enquiries should be sent to the [Business Development Office](mailto:business@yorks.ac.uk) using the business@yorks.ac.uk email address. A member of the BDO team will acknowledge receipt of the enquiry and an exploratory meeting will be set-up to discuss the proposal in more detail.
- 5.2. Staff, Non-Staff Members and Students who create IP must keep clear and accurate records in relation to any IP which they create, make and/or develop. They should ensure that all works, notes, reports, records, drawings, lab books and similar items clearly identify the work, are dated and are kept secure.
- 5.3. If YSJ decides not to use the IP, then the rights to commercially exploit the IP would (subject to further negotiations and agreement in writing by YSJ) revert back to the originator under a rights reversion agreement.

## 6. Commercialisation

- 6.1. In keeping with the increased focus by HEIs on protecting and commercialising the results of research, YSJ encourages Staff and Students to disclose to it IP of potential commercial value and/or wider benefit to society. In exchange, YSJ wishes to reward individuals and departments as set out in this policy should they contribute to the creation of IP that is successfully commercialised. YSJ is open to working with Staff and Students to explore alternative possibilities for commercialisation. All arrangements must be agreed in writing using the Engagement and Commission Form. In the first instance please speak to a member of the Business Development Office.
- 6.2. All University Staff are expected to apply reasonable judgement as to whether an invention or IP can potentially be commercialised, and which should therefore be disclosed to the BDO. Before any Students or Staff become eligible for profit sharing they must ensure they have in place written sign off by means of the Engagement and Commission Form attached at Appendix A. Exec Ed, Contract Research and CPD are core institutional activities and therefore do not generate profit share arrangements.
- 6.3. There are three main commercialisation areas open to YSJ:
  - 6.3.1. Licensing the IP directly;
  - 6.3.2. Assignment of the IP to an external party. This involves the transfer of ownership of the IP from YSJ to an external party (the Assignee) usually in return for an up-



front payment or a share of revenues that the Assignee makes from exploiting the assigned IP, or a combination of both; and

#### 6.3.3. Forming a Spin-Out.

- 6.4. Where a financial return is generated through licensing, consultancy, or revenue share agreements the member of Staff or Student will, (subject to sign off via the Engagement and Commission Form) receive a proportion of the Net Profits from commercialisation as described in paragraph 6.6 below, the remaining amounts being retained by YSJ.
- 6.5. Where YSJ and the member of Staff/Student agree an alternate arrangement, this alternate arrangement must also be agreed and recorded using the Engagement and Commission Form.
- 6.6. Basic profit sharing arrangements for staff and students are set out in the two versions below and vary depending upon the actual activity and the value generated through the commercialisation activity. Net Profits will be calculated by the finance team after deducting costs and expenses including appropriate overheads. Note that following calculation of the relevant % amount, this will be divided between the total number of Staff and Students eligible to receive it. Payments will be made only after receipt of funds:

### Profit sharing – Table 1 (Consultancy)

Net Profit generated up to and including the value of £50,000	
Member of staff, student	50%
University	50%
Net Profit generated from the value of £50,001	
Member of staff, student	35%
University	65%

### Profit sharing - Table 2 (Patents, Licensing)

Net Profit generated up to and including the value of £25,000	
Member of staff, student	50%
Staff members School/Dept	30%
University central funds	20%
Net Profit generated from the value of £25,001	
Member of staff, student	40%
Staff members School/Dept	25%
University central funds	35%

## Licensing

- 6.7. Licensing involves YSJ (the Licensor) maintaining ownership of its intellectual property (IP) while granting permission to a third party ('Licensee') to use that IP. Licensing may be provided on an exclusive or non-exclusive basis depending on the arrangement.
- 6.8. If an opportunity is commercialised by licence or assignment, then subject to sign off under the Engagement and Commission Form, the Staff or Student will receive a share of Net Profits (See Table 2) received by YSJ from the exploitation of IP. In the event that an opportunity is commercialised through the formation of a Spin-Out the Founders/Originators will normally receive shares in the Spin-Out and profit sharing under paragraph 6 would not apply.

## Patents

- 6.9. When members of staff make an invention which, in their opinion, it is desirable to protect by a patent, they should at their earliest convenience contact the Business Development Office to provide a disclosure, and provide sufficient information to discuss the nature of the invention and the possibility of securing patent protection.
- 6.10. If patent protection is deemed possible, YSJ may elect to obtain and pay for such protection for a period of one year pending further exploration of the likely commercial value of the invention. Patent application in the UK can serve as a priority application in order to backdate subsequent filings in other countries to that of the filing date of the UK application.
- 6.11. Patents are taken out in the name of YSJ with staff cited as named inventor(s). The continuation or extension of patent cover to other countries will depend on individual circumstances and will be reviewed annually.
- 6.12. If more detailed legal and commercial due diligence is required, advice may be sought from Patent Agents, professional advisers, or any other organisation, to enable it to decide, as expeditiously as possible, whether an application for a patent should be filed to:
- invite a third-party organisation to consider the possible prosecution and exploitation of the patent; or
  - set up a spin-out company for the exploitation of industrial property rights; or
  - waive YSJ's interest, if any, in the invention, thereby leaving the individuals to independently take forward any action they may wish in respect of patenting.
- 6.13. Whenever appropriate, the fullest opportunity will be given to the inventors to participate in the exploitation of their patented invention. The inventors will be required to provide technical assistance with the patent prosecution and review of examination reports.
- 6.14. Patent prosecution fees are shared 2/3rds:1/3rd between YSJ and the inventor(s)' school or department. Any costs incurred by YSJ in supporting the application, including patent

fees, development costs, and the purchase of technical advice, shall be the first charge of any income arising from successful commercial exploitation.

- 6.15. If YSJ decides that it has no interest in an invention, the inventor will be informed in writing without undue delay and the inventor may formally request assignation and then proceed independently if they so desire.

## 7. Spin-Outs

- 7.1. Governance of spin-outs - in order for YSJ to consider supporting the formation of a spin-out company YSJ must be provided with:

- A viable business plan,
- An identified route to investment,
- Proposed IP licensing terms, and
- Acceptance/undertaking of appropriate conflict of interest and commitment training provided by YSJ.

For more detailed information please contact the BDO.

- 7.2. Where a Spin-Out is entered into, YSJ expects and actively encourages founder academics to take an active role in their Spin-Out. Usually, it is expected that this involvement will be in the form of a chief technical, scientific officer or other advisory role in the Spin-Out. YSJ would normally agree to the founder academic undertaking such roles in the Spin-Out whilst still an employee of YSJ, although the founder academic may leave the employment of YSJ to undertake such a role if they prefer. YSJ would not normally agree to the founder academic taking the position of a chief executive officer (CEO) or equivalent, whilst remaining an employee of YSJ.
- 7.3. YSJ may appoint directors and/or observers to the boards of spin-out companies. Spin-out companies are independent legal entities, controlled by their directors on behalf of their shareholders. Creators/founders may be shareholders in spin-out companies as a consequence of investing or being offered equity. They may also act as directors, employees of, and/or consultants to a spin-out if agreed with YSJ, but are not required to do so.
- 7.4. Joining a spin-out in an executive role is a significant commitment and should not be undertaken lightly. An ongoing executive role in a spin-out is very likely to be incompatible with an ongoing full-time role at YSJ. If YSJ gives approval for a spin-out company to be formed to commercialise IP owned by YSJ, as part of the consideration for the commercialisation of YSJ's IP, and YSJ's support towards the formation of the spin-out company, YSJ will normally receive an equity investment of a percentage share in the spin-out as determined by YSJ in accordance with paragraph 7.5.
- 7.5. YSJ will not provide any further consideration or make any payment to the spin-out company for the shares in the spin-out company. YSJ's decision regarding its initial equity allocation will take into account factors such as:

- the nature of the IP being licensed to the spin-out company by YSJ;
  - the role of YSJ in the development of the relevant technology;
  - the role of the Creators in the development of the technology and the role they are anticipated to have in the spin-out company;
  - the number of Creators;
  - proposals for the management of the spin-out company;
  - the level of support to be provided by YSJ to the spin-out company; and
  - any other relevant factors e.g., any rights of funding bodies, other institutions, or third parties, and alignment with recommended market practice.
- 7.6. YSJ will make the final decision with regard to its level of equity holding on a case-by-case basis taking account of the factors specified above. Once the spin-out company raises investment, additional shares may then be allocated to include recognition of contributions by third parties to reach this point.
- 7.7. Where there is more than one Creator, the Creators' initial shareholding will be subdivided amongst them in equal proportions, subject to any contrary written agreement between all of the Creators, which must be notified in writing to YSJ.
- 7.8. Following the incorporation of the approved spin-out company, YSJ will licence the spin-out company the IP owned by YSJ and relating to the technology to be commercialised by the spin-out company. YSJ may require royalty payments under the licence of the IP as well as an equity stake in the spin-out company.
- 7.9. Any royalties associated with the licensing of the IP to a spin-out company will be dealt with on a case-by-case basis. YSJ will not assign the IP to a spin-out company until certain milestones, including those specified in the business plan, have been met and YSJ can be confident that the spin-out company is sustainable.

## 8. Disputes and Appeals

- 8.1. Should any disputes or appeals arise, YSJ's existing policies relating to complaints will be adhered to. Students will be directed to the existing complaints policy with members of staff, and non-members of staff referred to in the HR policies.

## 9. Copyright

- 9.1. In keeping with normal academic custom, YSJ generally waives its claim to copyright in Scholarly Outputs. In these circumstances, individuals may publish these works to their own benefit. With regard to teaching materials YSJ retains copyright as these are produced during the course of the employees' normal duties. This discretionary copyright waiver does not extend to works specifically commissioned by YSJ.
- 9.2. This IP policy is supportive of the work of [cOAlition S](#) and the principles of [Rights Retention](#). Under YSJ's Rights Retention policy authors are asked to assert copyright over their AAM rather than transferring all copyright to a publisher. Authors will grant YSJ a non-exclusive, irrevocable, royalty-free, worldwide license to store and share the AAM

Open Access on RaY. AAMs under Rights Retention are licensed under a CC BY Attribution licence and avoid any publisher set embargoes. Please refer to Library and Learning Services for further information in relation to Copyright, Rights Retention and Scholarly Outputs.

## 10. Trademarks and Domain Names

- 10.1. The responsibility for overseeing the use of YSJ's trademarks will reside within the Business Development Office which will be supported by YSJ's legal advisor and Marketing Department as required.
- 10.2. Trademarks for products and services provided by YSJ shall normally be distinct from the corporate trademark. All new trademarks should be checked for possible conflict with third party marks. Consideration should be given to registration in the relevant country or geographic areas such as UK, US, and Europe.
- 10.3. YSJ shall seek to register domain names relating to trademarks, whether registered or not, where these domain names may be useful for marketing purposes. The Business Development Office will work in conjunction with the Marketing Department to identify the most suitable domain names.

## 11. YSJ's Brand and Logo

- 11.1. The responsibility for overseeing the use of YSJ's brand and logo lies with YSJ's central Marketing Department.
- 11.2. When publishing or making available any works containing University owned IP (including copyright works such as photos, articles and software) please ensure that YSJ has agreed to such publication and, in addition to the creator, is appropriately credited in any publicity, publication and website (as applicable).

## 12. Artificial Intelligence (AI)

- 12.1. Students should refer to YSJ's [AI policy](#) in relation to the use of any machine learning and/or other artificial intelligence tools or machine learning language models (AI).
- 12.2. AI tools may make use of information scraped from other third parties' websites in which IPR may subsist, and the output of the AI tool may infringe that other IPR. Employees and Students must take care to ensure that use of any Third Party AI tools for University activities is appropriate and does not i) encumber or restrict YSJ's right to make use of the materials, IP and related IPR arising from the activities or ii) inadvertently infringe Third Party IP.
- 12.3. To the extent that Employees use any AI Tools in the creation or development of any IP or related works they must use such AI Tools in accordance with their terms of use and

ensure that they do not infringe the Intellectual Property, confidentiality or other rights of any third party.

- 12.4. Proper records must be maintained for any AI tool use in generating outputs.

## 13. Implementation and Review Timescale

- 13.1. This policy is effective from the date printed above and is subject to annual review with sign off by the Executive Board.
- 13.2. The policy may be subject to interim reviews at any time. Formal reviews will consider the effectiveness of this policy and will take account of the views of University stakeholders. Following review, the Policy will be re-issued as appropriate.
- 13.3. The Pro Vice-Chancellor: Research & International is responsible for the implementation of this Policy and any related procedures.

## 14. Confidentiality

- 14.1. Attention must be given to the significance of upholding confidentiality concerning YSJ's Intellectual Property (IP) Rights and confidential information in a broader sense, both for staff, non- staff members, and students.
- 14.2. Documents that hold commercial sensitivity must always be clearly designated as confidential. Before initiating any collaborations with external parties not bound by YSJ's IP policy, in situations where IP may be generated or utilised, it is imperative to establish appropriate protection right from the start, pertaining to intellectual property and confidential data.
- 14.3. The initial step in this process involves recognising the confidential nature of information exchanged by all parties involved and determining the need for a Confidentiality Agreement.
- 14.4. YSJ's staff and students are requested to proactively identify potential innovations and creative outputs that could be exploited or enhance YSJ's reputation. Nonetheless, it is crucial to be cautious, as the potential benefits of protecting and exploiting IP can be easily and inadvertently lost. For instance, disclosing an idea too early may result in the inability to secure registered IP protection for inventions and designs, jeopardising their value commercially.
- 14.5. Whenever University-related work may generate IP, all staff, non-staff members and students are required to:
- Maintain confidentiality regarding the nature and all aspects related to the IP until agreed upon disclosure with YSJ.
  - Establish contracts with third parties involved in projects that concern existing or new IP.
  - Contribute to protecting YSJ's rights to the IP by maintaining appropriate records of its

creation, seeking guidance from specialist IP advisors when necessary, and cooperating with any registration activities.

- 14.6. The most effective way to safeguard confidential information, sensitive matters, and novel concepts is by maintaining confidentiality. In cases where sensitive information must be disclosed in order to move discussions forward, the utilisation of Confidentiality Agreements is now common practice. This helps to protect YSJ from risks and mitigating potential liabilities.
- 14.7. Staff, non-staff members, and students are not authorised to enter into or sign confidentiality agreements or NDAs with third parties on behalf of YSJ. YSJ's Business Development Office has access to and can provide guidance on Confidentiality Agreements. Confidentiality Agreements are typically prepared and negotiated through the BDO, who also maintain a database of all Confidentiality Agreements for future reference.

## 15. Interpretation

- 15.1. Any queries relating to the interpretation of any matters contained in this policy should be referred to [business@yorks.ac.uk](mailto:business@yorks.ac.uk) who may in turn refer it to the Pro Vice-Chancellor: Research & International.

## DRAFT

### Appendix A: Engagement and Commission Form (Staff)

Engagement and Commission Form (Staff)	
<b>Date:</b>	
<b>Section 1: Academic Information</b>	
Full Name:	
Department/Faculty:	
Position:	
University Email:	
Phone Number:	
<b>Section 2: Project Details</b>	
Project Title:	
Other parties:	
Nature of activity – consultancy, licence, patent.	
Nature of the Work: (Brief description including details of IP)	
Details of Total Approved Hours:	
Start Date:	
End Date:	
Agreed commission:	
Funding Source (if applicable):	
<b>Section 3: Compliance &amp; Approvals</b>	
Declaration of Interests Statement: (Include details of any conflicts of interest, personal or professional interests, affiliations or relationships that may affect or be perceived to affect your objectivity related to this project or confirm that there is no conflict with university duties)	
Intellectual Property Considerations: (Clarify university & third-party IP rights)	
Ethical & Institutional Compliance: (If applicable, confirm approval and whether an Equality Impact Assessment is	



required)	
<b>Section 4: Signatures</b>	
<b>Submitted By:</b>	
Academic Staff Member: (Signature & Date)	
Business Development Office: (Signature & Date)	
<b>Approved By:</b>	
Line Manager: (Signature & Date)	
Head/Dean of School Approval: (Signature & Date)	
Finance Approval: (Signature & Date)	

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## Appendix B: Engagement and Commission Form (Student)

Engagement and Commission Form (Student)	
To be completed by the Student in conjunction with their supervisor and Business Development Office	
Date:	
Section 1: Student Information	
Full Name:	
Student Number:	
Course:	
Email:	
Phone Number:	
Section 2: Project Details	
Project Title:	
Other parties:	
Nature of activity – consultancy, licence, patent.	
Nature of the Work: (Brief description including details of IP)	
Agreed commission:	
Funding Source (if applicable):	
Section 3: Compliance & Approvals	
Declaration of Interests Statement: (Include details of any conflicts of interest, personal or professional interests, affiliations or relationships that may affect or be perceived to affect your objectivity related to this project or confirm that there is no conflict with university duties)	
Intellectual Property Considerations: (Clarify university & third-party IP rights)	
Ethical & Institutional Compliance: (If applicable, confirm approval and whether an Equality Impact Assessment is required)	

<b>Section 4: Signatures</b>	
<b>Submitted By:</b>	
Student Name	
Academic Supervisor: (Signature & Date)	
Business Development Office: (Signature & Date)	
<b>Approved By:</b>	
Head/Dean of School Approval: (Signature & Date)	
Finance Approval: (Signature & Date)	