

## York St. John University - Intellectual Property Policy

Version 2.6 effective from 1<sup>st</sup> December 2023

### Policy purpose

Under the policy, the University is committed to protecting and managing Intellectual Property (IP) and to ensuring that staff, non-staff members, and students receive fair and appropriate compensation for their inventions and discoveries. This policy forms part of, but also takes precedence over, any reference to Intellectual Property in staff contracts and student terms & conditions.

York St John University's policy on intellectual property is designed to support and encourage innovation and entrepreneurship among staff, non-staff members, and students. The policy outlines the procedures for ownership and licencing 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 can it be used in a manner that might cause the University or those covered by this policy to be unable to comply with any legal obligations or ethical requirements.

Whilst outside of the scope of this policy at present, consideration for the implications of Artificial Intelligence (AI) on staff, non-staff members, and students' Intellectual property is ongoing, and will be informed by emerging legislative and ethical directives. This will be reviewed on an annual basis.

Through the Business Development Office, the University 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 the University 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 get in contact with you. Additional support is available from the Enterprise Centre based at York Campus once an initial enquiry has been registered and approved.

### 1. DEFINITIONS

**Commercialisation** - Is where intellectual property is used or disposed of in return for payment, whether in cash, in kind, or some other kind of recompense. This can be more specifically defined as 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** – Consulting or consultancy is defined as the provision of independent, specialist advice and/or implementation support to organisations across industries.

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

**Creators/Founders/Originators** - Include

- (i) Inventor of an Invention,
- (ii) creator of copyright protected work, or design which qualifies for registered or unregistered design right,
- (iii) person who takes the initiative in obtaining, verifying, or presenting the contents of a database, or
- (iv) developer of know-how which is of standalone importance separately from other IP (ignoring copyright in works which describe such know-how); who is an Employee at the time of such
  - Invention,
  - creation,
  - obtaining, verifying, or presenting,
  - developing, or
  - know-how development.

**Database rights** – There are two types of intellectual property protection for databases: sui generis database rights (or just ‘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.

**Note** - For the purposes of this policy, Executive Education and CPD will be included within the main consultancy terminology, though it is acknowledged that they are different in terms of delivery.

**Intellectual Property (IP)** - There are numerous definitions of IP. In essence, IP 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. Within this policy **Intellectual Property Rights (IP Rights)** are referenced which 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 IP Right owner and another party. It grants them permission to do something that would be an infringement of the rights without the licence.

**Non-staff members** - Unless agreed to the contrary visiting academics or researchers will be treated as members of staff in terms of any intellectual property that they develop whilst at the university.

**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 reversion** – If the university decides not to individually or jointly pursue and commercialise any IP related opportunities with staff, non-staff members, or students, then the creator has the right to reclaim their full IP.

**Rights Retention Strategy (RRS)** - Enables authors to exercise the rights they have on their manuscripts to deposit a copy of the Author Accepted Manuscript (AAM) in a repository on publication and provide open access to it.

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

**Spin-Out** -Means a company to which the University has assigned or licensed intellectual property and in which the University had an equity interest.

**Student** - Means any person who successfully completed enrolment onto a programme of study with the University 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** – Means 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.

## 2. POLICY

### IP ownership

There are specific laws which govern the ownership of different types of IP.

**Employees:** The Patents Act 1977 and the Copyright, Designs and Patents Act 1988, with any related IP legislation, make it clear that all forms of IP generated by an employee, made in the course of the employee's normal duties, belong to their employer. Hence, as prescribed by law, any IP created by the University's employees in the course of their normal duties shall be the property of the University. Unless otherwise agreed, any such contrary agreement should be in writing.

Where the University 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 the University.

Notwithstanding anything to the contrary in this IP Policy, the terms of any and all contracts and agreements agreed with external organisations that concern the University's IP shall prevail.

**Non-staff members:** Individuals who are affiliated to the University such as visiting lecturers, temporary/casual employees, and research assistants, may be required to assign the rights to any IP they create in the course of their activities, to the University. For example, when delivering academic scholarly outputs, or taught curriculum on behalf of the University.

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

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

In the above listed circumstances, students will be required to assign IP to the University and, in respect of revenue generated by that IP this will be on the terms set out in Section 4.1.1 below.

**Academic scholarly outputs IP freedom:** The wide dissemination of IP and fresh knowledge dissemination is fundamental to the core work of the University. Subject to conditions referred to in this document, the University has in this context granted members of staff and students the freedom to publish academic scholarly outputs if there are no commercialisation activities taking place.

## **2. Policy (Continued) - General IP Principles:**

### **Employees & non-staff members:**

- 2.1. Not all IP generated by staff & non-staff members during the course of their employment necessarily belongs to the University. There are two exceptions to the general rule set out above:
  - 2.1.1. The University may, as a matter of policy, determine those particular categories of IP should be vested in the staff & non-staff members who produce them. Nonetheless, the University's capacity to waive its claim to IP is limited: partly for financial reasons, but also because it is a charitable body (and therefore obliged by law to own IP), the University has to take all reasonable measures to seek to maximise the returns on its assets (which, of course, include IP). The University has decided not to make any claim over income generated by staff & non-staff members or students from academic scholarly outputs, for example received through the publication of a book or article.
  - 2.1.2. Some IP is generated on research or other third-party contracts, the terms of which 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 the University and the funding body before the research contract in question is signed).
- 2.3. IP created by employees & non-staff members of the University 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 & non-staff members will be deemed to have agreed that such IP shall belong to the University and shall comply with any request from the University to reflect this.

## Students:

- 2.4. IP created by students in their capacity as students (i.e., not employees of the University) belongs to any such students. By way of exception, students will be asked to assign IP to the University where this is necessary to ensure that the University is able to comply with relevant conditions imposed by sponsors of the research, and/or to enable commercialisation of the IP. In such cases students will be offered revenue-sharing arrangements generally in line with those offered to University employees (see para 4.1.1 below) and will be encouraged to seek independent advice.

Students will be 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 the University. This will include copying of work for audit, regulatory, quality and standards monitoring and other similar activities.

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 the University will have regard to the following:

- 2.4.1. Whether other students co-developed the IP.
- 2.4.2. The involvement of members of staff of the University including academic supervisors.
- 2.4.3. Use of University facilities such as funding, equipment, premises, resources and consumables.
- 2.4.4. Such other matters as may arise under the circumstances (e.g., use of third-party resources during placements).
- 2.5. Students undertaking a taught course will generally own the IP in any patents for work they create unless there is agreement to the contrary (e.g., sponsorship or where a student submits work as part of a competition). Creativity is a feature of the new Generic Assessment Descriptors for taught programmes, and as such copyright may come into play due to the originality of the work generated. 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 usually govern how IP is managed and exploited.
- 2.6. 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 inventorship is who conceived the invention. 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 the University wishes to exploit the results of any student IP generated pursuant to a research degree the student will, subject to the Exceptions provided in paragraph 2.8, be required to assign or transfer the IP to the University to enable it to commercially exploit the research.

2.7. 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](#).

2.8. Exceptions:

2.8.1. No student at the University 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).

2.8.2. Any monies accrued by the student by way of publication or dissemination of work falling within the scope of paragraph 2.6 shall be retained by the student.

### **Consultancy:**

2.9. Consultancy work undertaken by staff, non-staff members and students, which has obtained prior approval by the University (and utilises internal systems for data capture), is actively encouraged and supported. All consultancy activity should be declared and agreed initially with line-managers, including work outside of all contract hours.

2.10. Approved consultancy will benefit from University infrastructure support in the following ways:

2.10.1. Administrative support providing help and guidance on completing costing templates, supplier contracting agreements, non-disclosure agreements, and invoicing.

2.10.2. Legal protection and access to the University's legal representatives.

2.10.3. Approval to use University branding on course materials and marketing collateral.

2.10.4. Marketing promotional activities to promote the service.

2.10.5. Third party indemnity insurance up to £2million.

## **3. PROCESS**

All initial IP Rights (including Patents) and consultancy enquiries should be sent to the [Business Development Office](#) (BDO) using the [business@yorksj.ac.uk](mailto:business@yorksj.ac.uk) email address. A member of the BDO team will acknowledge receipt of the enquiry and an exploratory meeting will be set-up (normally within 2 weeks) to discuss the proposal in more detail.

If the University decided not to use the IP, then the rights to commercially exploit the IP would, subject to further negotiations and agreements, revert back to the originator under a rights reversion agreement.

## **4. COMMERCIALISATION**

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.

There are three main commercialisation areas open to the University:

- i. Licensing the IP directly.
  - ii. Assignment of the IP to an external party. This involves the transfer of ownership of the IP from the University 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.
  - iii. Forming a Spin-Out.
- 4.1. Where a financial return is generated through licencing, consultancy, assignment, or revenue share agreements the member of staff/student will receive a proportion of the net proceeds from commercialisation (after meeting any costs, including University overheads), the remaining amounts being retained by the University.
- 4.1.1. Basic revenue sharing arrangements for staff, non-staff members 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:

**Revenue sharing – Table 1 (Consultancy):**

<b>Net revenue generated up to and including the value of £50,000</b>	
<b>Member of staff, student</b>	<b>50%</b>
<b>University</b>	<b>50%</b>
<b>Net revenue generated from the value of £50,001</b>	
<b>Member of staff, student</b>	<b>35%</b>
<b>University</b>	<b>65%</b>

**Revenue sharing - Table 2 (Patents, Licensing):**

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

<b>University central funds</b>	<b>35%</b>
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## 4.2 Licensing

Licensing involves the University (the Licensor) maintaining ownership of its intellectual property (IP) while granting permission to a third party ('Licensee') to use that IP. There are three main types of licences:

- I. Exclusive Licence: This means the Licensee is the only entity allowed to use the IP, excluding even the Licensor. However, the University usually retains the rights to use the IP for teaching and research purposes.
- II. Sole Licence: In this case, both the Licensor and the Licensee have the rights to use the IP.
- III. Nonexclusive Licence: With this type of licence, the Licensor can grant the rights to use the IP to multiple parties.

These distinctions clarify how the IP can be shared and utilized by different parties.

If an opportunity is commercialised by licence or assignment, the Founders/Originators will receive a share of revenues (See Table 2) received by the University from the exploitation of IP, other than through the creation of a Spin-Out. 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.

## 4.3 Patents

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.

If patent protection is deemed possible, the University 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 is sufficient to ensure backdating of subsequent patents in most other countries to the filing date of the UK application.

Patents are taken out in the name of the University 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.

If more detailed legal and commercial due diligence is required, advice will 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 in order to:

- I. invite a third-party organisation to consider the possible prosecution and exploitation of the patent;
- II. set up a spin-out company for the exploitation of industrial property rights; or
- III. waive the University's interest, if any, in the invention, thereby leaving the individuals, as free agents, to take any action they may wish in respect of patenting.



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.

Patent prosecution fees are shared 2/3rds:1/3rd between the University and the inventor(s)' school or department. Any costs incurred by the University 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.

If the University 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 he/she so wishes.

#### **4.4 Spin-Outs**

For more detailed information please refer to the supporting document 'YSJU Guide to starting a Spin-out'.

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

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

The University 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. The University would normally agree to the founder academic undertaking such roles in the Spin-Out whilst still an employee of the University, although the founder academic may leave the employment of the University to undertake such a role if they prefer. The University would not normally agree to the founder academic taking the position of a chief executive officer (CEO) or equivalent, whilst remaining an employee of the University.

The University will usually 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 the University, but are not required to do so.

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 the University. If the University gives approval for a spin-out company to be formed to commercialise IP owned by the University, as part of the consideration for the commercialisation of the University's IP, and the University's support towards the formation of the spin-out company, the University will normally receive an equity investment of a percentage to be specified by the University.

The University will not provide any further consideration/make any payment to the spin-out company for the shares in the spin-out company. The University's decision regarding its initial equity allocation will take into account factors such as:

- i. the nature of the IP being licensed to the spin-out company by the University;
- ii. the role of the University in the development of the relevant technology;
- iii. the role of the Creators in the development of the technology and the role they are anticipated to have in the spin-out company;
- iv. the number of Creators;
- v. proposals for the management of the spin-out company;
- vi. the level of support to be provided by the University to the spin-out company;
- vii. any other relevant factors e.g., any rights of funding bodies, other institutions, or third parties.

The University 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.

Where there is more than one Creator, the Creators' initial shareholding will be sub-divided amongst them in equal proportions, subject to any contrary written agreement between all of the Creators, which must be notified in writing to the University.

Following the incorporation of the approved spin-out company, the University will licence the spin-out company the IP owned by the University and relating to the technology to be commercialised by the spin-out company. The University is likely to require royalty payments under the licence of the IP as well as an equity stake in the spin-out company to ensure a fair return to the University for the value of the IP in the success of the spin-out company, ensuring a share of value on an exit and of revenues received.

Royalties associated with the licensing of the IP to a spin-out company will be dealt with on a case-by-case basis. The University will not assign the IP to a spin-out company until certain milestones, including those specified in the business plan, have been met and the University can be confident that the spin-out company is sustainable.

## **5. DISPUTES AND APPEALS**

Should any disputes or appeals arise then, in the first instance, the University'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 the HR policies.

If, having followed these policies and procedures the member of staff, non-member of staff, or student still disputes the ownership of IP or seeks to make a claim on the revenue generated from its commercial exploitation, the matter shall then be referred to the Pro-Vice Chancellor: Research & International.

If the member of staff, non-member of staff, or student is dissatisfied with the decision of the Pro-Vice Chancellor: Research & International, they shall be entitled to refer the disputed matter to the Vice Chancellor of the University. The decision of the Vice Chancellor shall represent the final step in the appeal process available to the member of staff/student within the University.

## **6. COPYRIGHT**

- 6.1 In keeping with normal academic custom, the University generally waives its claim to copyright in scholarly outputs (such as textbooks and research publications). In these circumstances, individuals may publish these works to their own benefit. With regard to teaching materials the University 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 the University.
- 6.2 This IP policy is supportive of the work cOAlition S has been developing through their [Rights Retention Strategy](#) in support of researchers to retain rights that automatically belong to the author, and to enable compliance with their funders Open Access (OA) policy via dissemination in a repository. Plan S is an initiative for Open Access publishing that was launched in September 2018. The plan is supported by cOAlition S, an international consortium of research funding and performing organisations. Plan S requires that, from 2021, scientific publications that result from research funded by public grants must be published in compliant Open Access journals or platforms. This will be reviewed and updated accordingly on an annual basis.

## **7. TRADEMARKS AND DOMAIN NAMES**

- 7.1 The responsibility for overseeing the use of the University's trademarks will reside within the Business Development Office which will be supported by the University Solicitor and Marketing Department as required.
- 7.2 Trademarks for products and services provided by the University 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.
- 7.3 The University 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.

## **8. THE UNIVERSITY'S BRAND AND LOGO**

The responsibility for overseeing the use of the University's brand and logo lies with the University's central Marketing Department.

## **9. IMPLEMENTATION & REVIEW TIMESCALE**

- 9.1. This policy is effective from 1<sup>st</sup> December 2023 and is subject to compulsory annual review either by the University's Senior Management Team, or the Pro-Vice Chancellor: Research & International.
- 9.2. Formal review 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.

## 10. CONFIDENTIALITY

Attention must be given to the significance of upholding confidentiality concerning the University's Intellectual Property (IP) Rights and confidential information in a broader sense, both for staff, non-staff members, and students.

Documents that hold commercial sensitivity must always be clearly designated as confidential. Before initiating any collaborations with external parties not bound by the University's IP policy, in situations where IP may be generated or utilized, it is imperative to establish appropriate protection right from the start, pertaining to intellectual property and confidential data.

The initial step in this process involves recognizing the confidential nature of information exchanged by all parties involved and determining the need for a Non-Disclosure Agreement (NDA) or Confidentiality Agreement.

A sense of duty lies with the University's staff and students to proactively identify potential innovations and creative outputs that could be exploited or enhance the University'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, jeopardizing their value commercially.

Whenever University-related work may generate IP, all staff and students are required to:

- Maintain confidentiality regarding the nature and all aspects related to the IP until agreed upon disclosure with the University.
- Establish contracts with third parties involved in projects that concern existing or new IP.
- Contribute to protecting the University's rights to the IP by maintaining appropriate records of its creation, seeking guidance from the Specialist IP advisors when necessary, and cooperating with any registration activities.

The most effective way to safeguard confidential information, sensitive matters, and novel concepts is through non-disclosure. In cases where sensitive information requires disclosing to move discussions forward, the utilisation of Non-Disclosure Agreements (NDAs) or Confidentiality Agreements is now common practice. The University's policy dictates the use of NDAs to regulate and control the disclosure of confidential information, thus protecting the University from risks and mitigating potential liabilities. Moreover, NDAs provide crucial evidence in considering future collaborative or commercial activities with external parties or the exploitation of intellectual property.

The University's Business Development Office (BDO) have access to and can provide guidance on NDA materials. These NDAs are typically prepared and negotiated through the BDO, who also maintain a database of all NDAs for future reference. However, in cases where large transactions or sensitive matters necessitate additional contractual documentation, assistance can be sought from the University's Legal Representative.

To be clear, no staff, non-staff members, or students are authorised to enter into or sign NDAs with third parties on behalf of the University.

## **11. RESPONSIBLE OFFICER**

The Pro Vice-Chancellor: Research & International is responsible for the implementation, development, and review of this Policy and any related procedures.

## **12. INTERPRETATION**

In the event of any disagreement between an individual and the University concerning any of the matters contained in this policy which cannot be resolved through the existing complaints policy, the dispute may be referred by either the said individual or University to the Vice Chancellor whose decision shall be final and binding.

This policy will be reviewed annually by the Senior Leadership Team and/or Executive Board and may be subject to change from time to time.