

## **Intellectual Property (IP)**

1. There are numerous definitions of IP. In essence, IP may be regarded as 'knowledge and its creative application'. In practical terms all material generated by staff should be regarded as potentially having IP. Examples of IP include patents, copyright, performance rights, design rights and trademark

### **The Metanoia Institute's General Approach**

2. The wide dissemination of IP is fundamental to the work of the Institute. Subject to conditions referred to below, the Institute has in this context granted members of staff and students freedom to publish in academic publications.

3. In most cases, the usual MI policy is that:

3.1 Where a member of staff creates IP during the course of their employment Metanoia will own that IP.

3.2 Where a student creates IP as part of their academic programme the student will own the IP.

4. Metanoia Institute (MI) encourages active identification of commercially-valuable IP, suitable protection and robust exploitation to the mutual benefit of the MI staff and students. It should be noted in this context that commercial exploitation (for example, on the basis of patents) need not be incompatible with academic activities such as the publication of academic papers.

### **Ownership of IP and the sharing of benefits**

Staff:

5. Although the legal position is inevitably complex, the MI position reflects the general law, in that, unless there are specific agreements to the contrary, Metanoia Institute will normally be regarded as owning all intellectual property generated by the staff during the course of their employment.

6. However, not all IP generated by staff during the course of their employment necessarily belongs to Metanoia Institute. There are two exceptions to the general rule set out in above:

6.1 Metanoia Institute may, as a matter of policy, determine that particular categories of IP should be vested in the staff who produce them. Nonetheless, MI 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), Metanoia Institute has to take all reasonable measures to seek to maximise the returns on its assets (which, of course, include IP). Metanoia Institute has decided not to make any claim over income generated by staff or students from academic publications, for example received through the publication of a book or article.

6.2 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).

Students:

7. Where any student generates IP as part of their academic programme they will have sole ownership of this IP unless:

7.1 The IP was generated as part of an activity where a third party requires ownership (e.g. where on a student placement a host requires ownership or where research is sponsored and the sponsor requires ownership).

7.2 The student generated IP builds upon existing IP generated by Metanoia Institute staff.

7.3 The student generated IP is jointly created with Metanoia Institute staff.

7.4 The student is recruited on a specific understanding that due to the particular commercial or IP sensitive environment their IP position is varied.

8. Where the exceptions 7.2 to 7.3 above apply Metanoia Institute will be the sole owner. However, Metanoia Institute is committed to sharing the benefits from the exploitation of this ownership with the student in accordance with the framework described below under the heading "Commercial Exploitation and Process".

9. For the avoidance of doubt where a student generates IP outside of their academic programme but has used Metanoia Institute resources in the generation of the IP, the Institute will also be the sole owner. Where Metanoia Institute is to be the sole owner of the IP the student:

9.1. May not outside of necessary use of their academic programme use, licence or transfer any of the IP they have generated without the agreement of MI. Any agreement to be given through the MI Research Committee (MI RC).

9.2. Will complete all necessary further steps to ensure the Institute can fully enjoy its rights.

10. Where a student is to be the owner of the IP the student grants Metanoia Institute a free, irrevocable non-exclusive licence to allow the Institute to complete its commitments to the student e.g. relating to the supervision and assessment of the student's work.

11. Whilst Metanoia Institute will retain ownership rights over publications where containing Metanoia Institute owned IP in line with the above, the Institute will not make any claim over income generated by the student from academic publications.

### **Conditions of ownership, use and ownership of IP**

12. Metanoia Institute conditions on the ownership, use and exploitation of IP are designed to reflect the general position under the law: Metanoia Institute asserts its right to ownership and use of all IP generated by staff during the course of their employment, and it likewise asserts its right to ownership and use of all IP generated by staff outside the course of their employment where substantial MI resources have been used. Where MI has ownership it is committed to sharing with the staff and students concerned the rewards derived from successful commercial exploitation of IP which they have generated.

13. Against this background, the following specific conditions apply to the ownership, use and exploitation of IP:

13.1 Except as may be provided in a contract with a third party (for example, a funding body), except in cases where an individual has been employed specifically for the purpose of producing a particular academic publication, and except where publication might result in

the loss of an opportunity for commercial exploitation, Metanoia Institute freely allows members of staff and students to publish MI IP in academic publications and to keep all income from those publications. (Cases of doubt or cases requiring interpretation should be referred to the MI RC).

13.2 Subject to 13.1 above Metanoia Institute owns and therefore has the right to use without limitation all material that is generated by staff during the course of their employment and any IP that is generated by staff outside the course of their employment but which is based upon substantial use of MI resources.

13.3 Metanoia Institute when publishing IP generated by staff and students will wherever practicable give due acknowledgement to the authorship of material.

13.4 Where Metanoia Institute commercially exploits IP generated by members of staff or students it will share a percentage of the income it derives from such commercial exploitation with the authors/inventors in accordance with below.

13.5 If a member of staff or student is in dispute about IP issues e.g. wishes to claim ownership of IP and that is not accepted within their Faculty they should in the first instance approach MI RC. RC will then consult with others where necessary, such as the relevant Faculty Head and the Human Resources Manager (HRM). Any dispute that cannot be resolved will then be referred for resolution to the Executive Board (EC).

### **Commercial Development and Process**

14. For the purposes of this Policy commercial development is where the primary purpose of an activity falls outside the education and core academic research missions of Metanoia Institute.

15. The protection and exploitation of commercially-valuable IP is undertaken on behalf of Metanoia Institute by the Executive Committee. All invention disclosures, formal IP protection and the review and approval of all transactions that grant third parties rights and/or access to MI IP must be reviewed and managed by the EC.

16. Where members of staff wish to seek the commercial development of any IP owned in whole or in part by Metanoia Institute, they must do so through the EC. The precise mechanism for exploitation will vary: in some cases it may be through a new company, licensing, or through revenue share or assignment of IP to a third party.

17. Decisions on the sharing of any benefits from the exploitation of IP will be made within the following framework:

17.1 The individuals concerned will be required at the outset to warrant that they and only they have contributed to the generation of the IP in question (i.e. the specific IP that will form the basis for any subsequent licence, IP sale or spinout company), and to agree between themselves the distribution of the inventors' share of any income or capital gain arising from the exploitation of that IP. Those who are identified as inventors may include academic and related staff, support staff and postgraduate and other MI students.

17.2 Where a financial return is generated through licensing, assignment or revenue share agreements the inventors will receive a proportion of the net proceeds from exploitation (after meeting any costs, including MI overheads), the residue accruing to Metanoia Institute. The maximum proportion paid to the inventor is 40% of net proceeds. Where a third party (e.g. a funding or research/commercial partner organisation) has the right to

receive a proportion of proceeds from exploitation, unless otherwise specified, the third party proceeds will be deducted prior to the MI and inventor distributions.

17.3 In cases where a new company is formed to exploit the IP in question, the inventors, will receive a fair economic interest in that company (in most cases through a shareholding). The initial split of interests prior to external investment will be:

17.3.1 IP based spinout (i.e. based upon defined IP whether formally protected or not): the inventors will receive no more than 40%. Where a formal commercialisation partner is involved in the development of the opportunity Metanoia Institute may allocate a proportion of its interests to that partner.

17.3.2 service based spinout (testing, analysis and consultancy based businesses) the inventors will receive no less than 40% and no more than 60%.

17.4 Where Metanoia makes further investment into a spinout, either through cash or contribution of facilities or discounted services, this will convert solely in to additional MI equity.

17.5 Metanoia Institute share of the net revenue and any capital gain arising from the exploitation of IP will, in general, be shared with the resource area (Faculty/School) in which the IP was generated. The share will be determined by the guidelines laid down from time to time by the Executive Committee,

18. With the consent of their line managers, staff are entitled to IP for the purposes of carrying out consultancies.

19. Members of staff are expected to take all reasonable steps to ensure that the MI's IP is properly protected.

20. For the avoidance of doubt, Metanoia Institute acknowledges and accepts that in the case of any inconsistency, it is bound by its legal responsibilities and obligations to staff contained within the general law that cannot be varied by these conditions.

Visiting Academics:

21. 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 for Metanoia Institute i.e. MI claims ownership of IP and rewards inventors in the same manner as University members of staff.