

BIRMINGHAM CITY UNIVERSITY

INTELLECTUAL PROPERTY POLICY

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1 Using this Policy

1.1 There are capitalised words contained in this document. This means that these words have a particular meaning and this is set out in the Glossary (Section 24). Please refer to the Glossary when reading this policy.

1.2 This policy is a living document and is subject to change at the University's discretion.

2 Overview

2.1 Why have a policy

2.1.1 "**Intellectual Property**" (or IP for short) is a valuable asset of any university and promoting understanding of it is an important aspect of the work of the University. IP can be used to protect the value in inventions, exciting and innovative new designs, music and literary works, computer software and apps, and distinctive names and brands – innovation, creative work or just the fruits of hard labour. More on that (and specific forms of IP) later.

2.1.2 But IP is important to universities not just for the protection it provides – IP is a tool which serves lots of different functions for a university, often much more broadly and imaginatively than when used in a purely commercial organisation. So IP has a key role in helping the University fulfil its core functions – that is, in supporting education and research activities. It can do this by providing a focus for research, a mechanism for publication, a base for building on original innovative ideas, and a means of enhancing the impact of research. It can provide a basis for learning entrepreneurial skills for students in the modern business environment and for establishing recognition in and rewarding the creative arts, business skills and the application of expertise developed in the University environment; and it can support the University in spreading the word that it is a fantastic place to study and work

2.1.3 In short IP in the University is a tool that can benefit not just the University but its students, researchers and staff, clients and collaborators and indeed the wider world.

2.1.4 This IP policy has been developed to support the University to meet the requirements of the Knowledge Exchange Framework (KEF) and provide a framework for the management of IP.

2.1.5 This IP policy sets out the arrangements the University applies in relation to IP; it takes into account the wider areas of interest described above, and is intended to be flexible in seeking to achieve real, tangible benefits consistent with the University's objects.

2.2 This policy also sets out the University's guidance on the use of Generative AI in relation to IP. While the use of Generative AI can be positive and useful, it also comes with potential risks including data protection breaches, IP issues and infringement, and potential non-compliance with wider legal obligations. This IP policy focuses on the IP aspects of using Generative AI and how it should be used to minimise downsides and risks in the context of IP.

2.3 This IP policy is divided into several sections – you can flip quickly to the ones that are relevant to you by using the links following the next section.

2.4 The scope of the policy

2.4.1 This policy applies to the following categories of people, who should have regard to and follow it:

(i) Employees – academic and non-academic staff;

(ii) Students – undergraduates and post graduate students;

(iii) Non-Employees – visiting and honorary academics, consultants, service providers, casual workers and others engaged by the University to provide services who are not employed by the University; and

(iv) Business and Commercial Collaborators.

2.5 What does the policy cover:

2.5.1 A brief summary of IP (Section 3);

2.5.2 The University's IP policy for Employees (Section 4);

2.5.3 The University's IP policy for Students (Section 5);

2.5.4 The University's IP policy for Non-Employees (Section 6);

2.5.5 The University's IP policy for businesses and commercial collaborators (Section 7);

2.5.6 The University's brands and trade marks (Section 8);

2.5.7 Lecture capture and performance recording (Section 8.3);

2.5.8 Physical Materials deposited with the University (Section 5.3);

2.5.9 Moral rights (Section 10);

2.5.10 The procedure for entering into contracts relating to IP (Section 11);

2.5.11 Use of third party IP (Section 12);

2.5.12 Making IP work for the University, (which includes but is not limited to Commercialisation) (Section 13);

2.5.13 Confidentiality (Section 14);

2.5.14 Publications (Section 15);

2.5.15 Obtaining protection for IP (Section 16);

2.5.16 Use of Generative AI (Section 17);

2.5.17 Risks of using Generative AI (Section 18);

2.5.18 Generative AI: guidance on best practice (Section 19)

2.5.19 Resolving internal disputes (Section 20);

2.5.20 Resolving third party disputes (Section21);

2.5.21 Further information (Section23);

2.5.22 Glossary (Section24); and

2.5.23 Annexes.

2.6 From when the policy will apply.

2.6.1 This policy applies from 1st August 2025 This Policy supersedes the previous IP Policy dated 1st September 2021.

3 Intellectual property

3.1 What is IP and how does it arise?

3.1.1 "Intellectual property", "intellectual property rights", "IPR" or "IP rights" are generic names for a number of different rights which arise usually from creative or innovative work, or which may be used to protect the distinctive name or logo of a business (such as the University's name and badge) or a product. IPR provides protection generally by permitting the owner to stop others using the intellectual property, especially where that person is making use of that intellectual property to compete with the owner – for example, by using their trade mark or copying their products, or to deprive the owner of the benefit of their creativity - e.g., by making copies of recordings or artistic works. The way in which they do this varies between different intellectual property rights and is explained briefly below. The protection given by an IP right belongs to the owner – but the rights to use the intellectual property can be licensed to others, such as to spin out companies or University licensees or for branded merchandise.

3.1.2 The stronger forms of IP protection are registered rights, which include patents, registered trademarks and registered designs. However, the IP registration process can be expensive, particularly in relation to patent protection, and IP protection costs should not be incurred without appropriate consideration of whether such costs are justified by the likely value of the right. Any decisions relating to the registration of IPR, such as making an application for a patent, a registered trade mark, or a registered design (including any decisions to continue or discontinue any such application) should be made by the Enterprise Team.

3.1.3 The key IP rights are set out in **Annex A.**

3.2 Who owns IP?

Very broadly, IP is, unless there is a contract in place which changes the position, owned by its creator or, if created by them in the course of their employment, their employer. In practice however, there is often a contract which does change the position:

3.2.1 So for University staff (academic or non-academic staff), most IP which is created in the course of their employment with the University belongs to the University. The University has always considered it "owned" IP generated by an Employee in University time or using University resources prior to the date of this Policy.

3.2.2 This policy forms part of the Student Contract that students enter with the University. For Students, in general IP they create will belong to them, unless one of the exceptions outlined in clause 5.1.1 of this Policy applies.

3.2.3 For consultants and other Non-Employees and also in collaborations with a commercial party, the position will vary depending on the nature of the work or other activity being carried out, and it is important that a suitable contract is put in place to address this. If in doubt contact the Enterprise Team.

4 IP for Employees – Academic and non-academic staff

4.1 For many University staff the generation of IP is a crucial part of their role. Whether this is IP subsisting in the results of cutting edge research, copyright in the slides for a lecture or a published paper IP rights are at the heart of much of what a University does. The creation of IP rights is inherent in the key functions of a University and it is increasingly important that the University encourages the creation of IP and understands what IP is being created by its staff.

4.2 Ownership

4.2.1 Under English law including, but not limited to, the Patents Act 1977 (or as amended from time to time) and the Copyright, Designs & Patents Act 1988 (or as amended from time to time), generally, rights in IP created or developed by an Employee during the course of their employment will belong to their employer (in this case the University).

4.2.2 If an Employee of the University creates or develops any IP outside of the normal course of their employment with the University but in creating or developing such IP has used the University's resources then the University's position is that such IP should be the property of the University (given the investment in such resources by the University) and Employees

agree to do all things necessary to transfer the ownership in any such IP to the University.

4.2.3 If an Employee of the University creates or develops IP in the course of or pursuant to an agreement with a third party (for example, an external funder or commercial collaborator) then the ownership of that IP shall be subject to the agreement between the University and the third party.

4.2.4 The University will not usually own any IP created or developed by an Employee of the University if the creation or development of such IP is outside the scope of the Employee's employment and does not involve the use of the University's resources in any way. In the case where an Employee is also a Student, their employment status takes precedence unless the University indicates otherwise.

4.3 Scholarly Works

4.3.1 The University shall own any IP rights arising out of Scholarly Works. However, if the Employee requires ownership of the Scholarly Works, the Employee can contact the Enterprise Team to discuss the possibility of the University transferring its ownership in such Scholarly Works to the Employee.

4.4 Teaching materials

4.4.1 As Teaching Materials are created by Employees in the course of their employment with the University, the University owns any IP (in particular copyright) in such Teaching Materials.

4.4.2 The University grants the Creator of the Teaching Materials a royalty-free, non-exclusive licence to use the Teaching Materials created by them for use for purposes of teaching or non-commercial research.

4.4.3 The duration of the licence under 4.4.2 shall be only for as long as the Creator remains employed by the University or remains a Student, as the case may be. This licence may continue after the termination of employment or studies or engagement with the University, at the sole discretion of the University, provided that the use of the Teaching Materials does not damage the Exploitation of the Teaching Materials by the University or prejudice in any way the interests of the University.

4.4.4 Where this is practicable or is reasonably requested by the University, a notice of the University copyright with the year should be shown on all Teaching Materials e.g. © Birmingham City University 2019". The University may in any event include such a notice on all copies of Teaching Materials produced, published, made available and/or distributed by the University. Revenue sharing under Section 13.2 shall not apply to the Exploitation of Teaching Materials by the University.

4.5 Staff responsibilities

4.5.1 Employees have the following responsibilities in relation to any IP that they create or develop (in part or in whole):

(i) disclose any IP that has been or may be created or developed by the Employee or on a project which the Employee is involved in to the Enterprise Team in the manner set out in Making IP Work (Section 13) below;

(ii) to keep all information relating to such IP confidential and only to disclose it to the Enterprise Team for the purposes of informing the Enterprise Team of such IP;

(iii) to consult with the Enterprise Team if they have any queries in relation to this policy;

(iv) not to seek to register such IP in their own name or without the appropriate authorisation;

(v) maintain accurate records of their research and creative process (and complete the IP Disclosure and Origination Form); and

(vi) to act with honesty, integrity, openness and transparency towards the University.

5 IP for Students

5.1 Ownership

5.1.1 Generally, Students will own any IP they create in the course of their studies. This is subject to the following:

(i) If they are employed by the University, in that case, Students will be deemed to be Employees and Section 4 will apply to such Students;

(ii) If Students are undertaking a research programme of study (for example a PhD), in the first instance as a condition of enrolment the University reserves the right to request that, IP is assigned to the University and the Student concerned will execute any relevant documents required to enact the assignment;

(iii) If they are contracted by the University, in that case, depending on the exact nature of the relationship between the Student and the University either Section 4 (i.e. like an Employee) or 6 (like a consultant or other Non-Employee) will apply to those Students. For example all research Students on postgraduate programmes will be required to assign any IP to the University as a condition of enrolment;

(iv) Where the University has directly funded or part funded a project in which the Student is involved then the University will own all IP created by the Student in that project. Students should enter into relevant agreements with the University before any funding will be released by the University;

(v) If the Student is a sponsored student then the ownership of any IP created or developed by such Student may be subject to an agreement between the sponsoring company, the Student and the University;

(vi) If a Student creates or develops IP using the University's facilities, staff and/or resources and it has been agreed by the University that those facilities, staff and resources can be used only on condition that the University owns any IP that arises;

(vii) If a Student is undertaking a project with an external organisation, where the University and such external organisation have agreed to transfer IP;

(viii) If the Student is undertaking a project directed by the University;

(ix) If the Student is studying on University programmes which have as a primary or substantial purpose the creation of IP;

(x) Where the student builds upon existing IP generated by University staff.

This list is illustrative and Students must consult with the Enterprise Team to determine whether or not the University will require ownership of any IP created or developed by them where these exceptions in 5.1.1 apply.

5.2 Licences to University

5.2.1 Each Student grants the University a non-exclusive, royalty free, perpetual and irrevocable, worldwide licence to use the IP they create or develop in connection with their University studies, for the following purposes:

(i) educational, training and research purposes;

(ii) non-commercial research; and

(iii) the University's marketing and promotional needs.

5.2.2 The above licence shall remain in existence for so long as the relevant IP right remains in existence.

5.2.3 The University shall also be able to grant rights (such as a sub-licence) to others as part of the licence granted to the University above.

5.3 Physical Materials

5.3.1 The University may place into its information repository (in either electronic or other format) any thesis or dissertation submitted by a Student to the University.

5.3.2 Unless the University agrees otherwise with the Student following a request by the Student to the University, the University may keep any physical property which is the output of the Student's studies, such as prototypes, models and the results of projects (such as art works or the results of engineering projects).

5.4 Responsibilities

5.4.1 Students must:

(i) disclose any IP that they have created or developed or has been created on a project which the Student is involved in to the Enterprise Team in the manner set out in Making IP Work (Section 13) below;

(ii) keep all information relating to such IP confidential and only to disclose it to the Enterprise Team for the purposes of informing the Enterprise Team of such IP;

(iii) consult with the Enterprise Team if they have any queries in relation to this policy, and in particular before making any proposal of disclosure which might damage their IP, to any third party; and

(iv) act with honesty, integrity, openness and transparency towards the University in respect of IP they have created or developed.

5.5 The University see IP created or generated by Students as very important for Students and aim to support Students in making that IP work for them, within the constraints within the University as a whole. That is as important for others involved in generating or creating any IP and experience shows that where IP arises in a cooperative context – in collaboration with others, working together works for the IP – and not working together will kill it in a moment. So reporting to and working in conjunction with the Enterprise Team are really important, and where not doing so adversely affects others (including the University) this will be treated as a serious matter, including possible disciplinary action under the Student Disciplinary Procedure.

6 IP for non-Employees

6.1 If the University is to receive and/or engage with any Non-Employees, Employees must contact the Enterprise Team to ensure that there is an appropriate agreement in place between the University and such Non-Employee prior to any Non-Employee being engaged.

6.2 The University's position in relation to Non-Employees is as follows:

6.2.1 Ownership

(i) The University shall own all IP created or developed by any Non-Employees during their engagement with the University, unless the terms of their agreement with the University state otherwise.

6.2.2 Licences to University

(i) If the ownership of any IP created or developed by any Non-Employee, cannot be transferred to the University, then the Non-Employee grants to the University a non-exclusive, royalty free, perpetual and irrevocable, worldwide licence to use the IP they create or develop during their engagement with the University, unless the terms of their agreement with the University state otherwise.

6.3 Consultants who are Employees –

6.3.1 Ownership

(i) An Employee shall not undertake any consultancy work which is outside the course of the employment with the University without the prior written agreement of the University. If the Employee does undertake such consultancy work, they shall enter into a consultancy agreement with the University and the ownership of created or developed IP shall be discussed between the Employee, the University and any third party. Unless otherwise agreed by the University, the University shall own any IP created or developed by its Employees during the course of any consultancy work undertaken by them.

6.3.2 Licences to University

(i) If it is not possible for the University to own the IP created or developed by an Employee who is acting as a consultant, then the Employee grants to the University a non-exclusive, royalty free, perpetual and irrevocable, worldwide licence to use the IP they create or develop during their consultancy. Unless the terms of the agreement between the Employee, the University and any third party states otherwise.

7 IP for business and commercial collaborators

7.1 Working with business is an important part of the University's role – it is a route by which the University can bring value to the community, whether by providing its expertise in a purely commercial context or as a route to disseminating knowledge and developing skills, use in the wider community, locally, nationally and internationally. In working with business and commercial collaborator the University is conscious of (and bound by) its position as a charity. Commercial collaborations with businesses is an increasing area of revenue for the University. As such it is important for the University to ensure that any IP created or developed as a result of the University's investment in such collaborations is sufficiently protected to ensure that the University can benefit from the investment it has made.

7.2 If Employees or Students wish to engage with third parties in a commercial collaboration the Employees or Students concerned should contact the Enterprise Team before any collaboration begins. The Enterprise Team will be able to provide the necessary support to ensure that the University's interests are sufficiently protected.

7.3 The University's position is that it should own any IP created or developed as a result of a collaboration, given that the University is investing resources (including financial and Employees) into such collaborations. However, the University recognises the need to work together with commercial parties and therefore the Enterprise Team will seek to agree a mutually beneficial position with any commercial parties to allow for both parties to maximise the benefits they can obtain from such collaborations.

8 Brands

8.1 The University's brand is what attracts Employees, Students, Non-Employees and businesses to engage with the University. The University strives to maintain and develop its brand. It is important that other businesses or individuals do not benefit by trading off the University's brand or confusing others into thinking they are associated with us. To protect its brand, the University has registered certain of its trade marks so that other people cannot take the benefit of the hard work of Employees and Students. Details of these trademarks will be provided by the Enterprise Team on request.

8.2 Wherever the University deems it necessary, the University will seek to develop and protect trademarks relating to the University.

8.3 In order to protect and maintain the reputation of the University and its brand, it is important that only trademarks authorised by the University are used in relation to the University and its activities, and that this use is in a manner approved by the University. Before any Employees, Non-Employees and Students use any trade mark or logo (whether existing or new) in relation to any activities, whether or not connected with the University, they must first consult with, and obtain the approval of the Enterprise Team (note any use of the BCU Brand requires approval by contacting the Marketing Department directly or emailing brand.approvals@bcu.ac.uk).

8.4 University trade marks must not be used for purposes which the University has not authorised. Unauthorised use of a University trade mark may constitute trade mark infringement and may also in certain cases give rise to disciplinary proceedings.

9 Performance rights and recording

9.1 Unless the University has agreed to the contrary the copyright in recordings made by Employees in the course of their employment belong to the University.

9.2 Aside from the copyright in a recording there may also be rights in the "performance". These performance rights will belong to the performer (e.g. Employee, Student or Non-Employee).

9.3 Students and Employees hereby grant to the University a non-exclusive, royalty free, perpetual and irrevocable, worldwide licence to use any recording (in any format) of any performance.

9.3.1 by Students created in the course of their studies; and

9.3.2 by Employees created in the course of their employment including for example any recording of their lectures). If Employees or Students use third party recordings at the University, they are responsible for ensuring that they have the right to use such recording and/or publicly perform such, including seeking permission from relevant third parties where appropriate.

10 Moral rights

10.1 Moral rights provide for, amongst other things, the right of an author to be identified as such in relation to certain copyright works they create, such as literary and artistic works.

10.2 In the case of Employees operating in the course of their employment, the ownership in copyright automatically transfers to the University. However, the University will, where appropriate, identify the original author(s) of works created by Employees. This will be appropriate where the work is of literary, scholarly or artistic merit. It will not be appropriate where, for instance, the work is an administrative report or internal communication.

10.3 In the case of Students' work, if the University owns copyright created by such Students, the University will, where possible, identify a Student who is original author.

11 Contracts

11.1 In every situation where the University is working with a third party, it is essential to consider the IP involved, and to properly document in any agreement the respective ownership, rights and obligations in relation to such IP.

11.2 The Research, Enterprise, Engagement and STEAM Directorate must be consulted before any contracts relating to research, enterprise and particularly IP are entered into. This is to ensure that the University and its Employees' and Students' interests are sufficiently protected. Additionally, no contracts can nor will be entered into by the University until the terms of such contracts have been reviewed by the Contracts Team.

12 Third party IP

12.1 Employees must disclose to the University any IP that was created or developed by them in the course of their employment at another institution.

12.2 Whilst the University understands that Employees may wish to bring their creations to a new employer to benefit that employer, such IP may in fact belong to other institutions and by using IP from previous institutions at the University may result in legal action being brought against the University.

12.3 All IP from previous institutions should be disclosed to the Enterprise Team who will then decide the appropriate course of action in relation to such IP.

12.4 If any Employee or Student wishes to use the IP of a third party, then they must ensure that they have the appropriate permission from that third party, before doing so. If you are uncertain as to whether or not you have the appropriate permission to use a third party's IP contact the Enterprise Team to discuss in more detail.

13 Making IP work

13.1 Procedure

13.1.1 Disclosure and assessment –

(i) IP generated by an Employee or a Student (where one of the exceptions in clause 5.1.1 apply) in the course or during the terms of their employment or studies, and its background, must be disclosed to Enterprise Team as early as possible, and in any event promptly on the request of the Enterprise Team, even when it is just an idea. Examples include but are not limited to:

(A) IP which will or is reasonably likely to be commercially valuable;

(B) IP which will or is reasonably likely to be relevant to the impact rankings of the University;

(C) IP generated during the course of or for purposes of any project, research, secondment or student placement initiated, directed, organised or arranged by the University; or

(D) IP which will or may be patentable or registrable as a design.

(ii) The Innovation Disclosure Form (available on request from the Enterprise Team) should be used to disclose all IP. The completed form should be sent to innovate@bcu.ac.uk.

13.1.2 Outcomes

(i) The Enterprise Team will undertake an assessment of all disclosed IP. Once an assessment has been completed the IP may then be:

(A) Registered – This will allow the University to be registered as the owner of the IP;

(B) Exploited – If the IP have value then the University may seek to exploit such value;

(C) Assignment back – If the University does not wish to exploit the IP for whatever reason, it may at its discretion transfer the ownership of the IP back to the Employee or Student (if applicable).

(ii) For more information on the procedure of disclosing and evaluating IP, please discuss with the Enterprise Team.

13.2 Commercialisation

13.2.1 The commercialisation of IP is a key part of the University's commercialisation delivery strategy.

13.2.2 The University's Commercialisation Process sets out in detail the procedure that is followed to assess the commercial value of disclosed IP. For more information, please discuss with the Enterprise Team.

13.2.3 Revenue sharing

(i) While the University will generally retain the ownership of IP as set out above, it also provides an incentive to Employees and Students who are Creators of the IP by sharing Revenue generated from IP Exploitation

(ii) Subject to 13.2.3(iii) any Revenues which arise from Exploitation of the IP which are received by the University will be apportioned in accordance with a sliding scale as set out in 13.2.3(v) below.

(iii) Each case of Revenue sharing will need to be considered in the light of the individual circumstances applying and the University reserves the right to propose and negotiate different terms for sharing Revenue from those below. Without limitation to the circumstances under which it will do so, the University will normally do so when outside bodies (such as funders or collaborators) are involved or when the case is complex and shared between a number of people who are responsible for the creation of the IP. These circumstances include but are not limited to spin-out company formation or Exploitation through licensees.

(iv) The University shall be entitled to deduct from Revenue any costs or expenses it incurs in relation to the IP including but not limited to:

(A) The costs associated with protection (including registration) of the IP

(B) The costs of defending and enforcing the IP

(C) The costs of marketing products and materials in which the IP subsists or made using the IP

(D) The costs of drafting and negotiating any legal agreements associated with the IP (such as licences)

(E) The costs of any development work associated with the IP that is not externally funded or recoverable by the University from any other source

(F) Any other costs that are deemed by Research, Enterprise, Engagement and STEAM Directorate to be necessary to the successful commercialisation or Exploitation of the IP

(G) An appropriate apportionment of the costs of Research, Enterprise, Engagement and STEAM Directorate

(H) Overheads incurred by the University in relation to all of the above

(I) The risk cost of any capital sums applied as appropriate at the appropriate market rates

(J) Additional expenses incurred by the University in paying additional PAYE income (or equivalent) such as employer's contribution to National Insurance or pension costs. Please note that the Revenue sharing benefits are not normally pensionable.

(K) Any share payable to a third party owner of the IP Rights, such as under any royalty, joint ownership or spin-out.

(v) The Net Revenue will be apportioned as set out below.

Net Revenue	Creator's share	University	Faculty/Service Department share
First £25,000 of Net Revenue	70%	20%	10%
Revenue £25,001 - £100,000 of Net Revenue	60%	20%	20%
Revenue £100,001 - £500,000 of Net Revenue	40%	30%	30%
Revenue greater than £500,000 of Net Revenue	20%	40%	40%

(vi) It is the responsibility of the Creators to keep the University informed of their status and whereabouts at all times, including after they have ceased to be Employees or Students as the case may be. In the event that the University no longer has details of the current bank account or contact details of a Creator, the University will in its discretion retain the Creator's Revenue share for up to 2 years after the Creator last received or claimed their share. However, the University will not be a trustee in respect of any unclaimed Revenue share payments.

(vii) Any Revenue payments remaining unclaimed for 2 years from the date the Revenue is received by the University will, after that date, be forfeited and will revert to the University and will be distributed between any others entitled to share in such Revenue, excluding the Creator in question.

(viii) In the case of the death of a Creator due a share of Revenue, that share of Revenue will be payable to the estate of the deceased.

(ix) In the case of Employees and where relevant Students, the Net Revenue from an IP assignment or licence will be paid through payroll and be subject to NI and PAYE (note such payments are not pensionable) unless some other form of arrangement has been agreed with the University.

(x) The Revenue sharing arrangements above shall not be applicable to Employees who have produced the IP pursuant to specific tasks

or duties which have been assigned to them. Any payments to Staff in this category shall be the subject of ad hoc determination by the relevant Executive Dean or Service Director at the time of receipt of Revenue.

(xi) Where more than one Employee and/or Student is involved in the development of IP, there will be a presumption that joint Creators will each have equal shares. For example where there are two joint Creators, a Net Revenue of £10,000 will be split as follows.

Creator 1	£3,500 (35%)
Creator 2	£3,500 (35%)
University	£2,000 (20%)
Faculty/Service Department	£1,000 (10%)

(xii) The equal split between joint Creators may be varied if there is a specific agreement to the contrary as agreed by the Creators. Where joint Creators cannot reach an agreement on the shares to be apportioned, the University will impartially mediate with a view to assisting the Creators in reaching an amicable compromise.

13.2.4 Spin-outs

(i) The University supports entrepreneurship and the creation of spinout ventures as a means of exploiting University IP in certain cases. This support is provided via the Enterprise Team.

(ii) The University will consider the establishment of, or participating in the creation of, a limited company or a joint venture with a suitable partner to exploit particular IP if it has the right characteristics.

(iii) A spin-out venture from the University will always need formal approval by the University following careful consideration of the opportunity and the commercial landscape.

(iv) Where it has been decided that there is commercial merit in establishing a spin-out company, the, initial shareholdings by Employees or Students in University spin-out companies and joint ventures will be agreed on the basis of the business and/or technical requirements of the respective spin-out company or joint venture. Agreement on the eventual equity split will be agreed by the

Employees or Students involved and the University. The University will take into account the general principles outlined in the "University Spin-out Investment Terms (USIT) Guide[1] as recommend by the Independent Review of university Spin Out Companies[2]. This does not include start-up companies in which Students or University graduates have a shareholding but where the University does not hold an interest in the relevant IP.

(v) Where there is more than one Employee or Student who has been involved in the creation of the IP, the Employees or Students' equity share will be split between the various individuals. The decision on this split must be agreed independently by the relevant individuals and the University will not make, or become involved in this discussion. Any Employee or Student who receives a share in the equity in the spin-out company will not be entitled to share in any revenue received by the University from the University's own shareholding. Furthermore, initial shareholdings may vary where third party rights or joint IP needs to be taken into account – in which case the holder of the joint IP Rights may require a share of the founding equity.

(vi) The Employees or Students in the University spin-out companies will hold their shares in their own name and will be responsible for their own tax arrangements in relation to those shares and any income derived from them.

13.3 Assignment back

13.3.1 If, having received full disclosure from an Employee of IP of which the Employee is a Creator, the University decides it does not want to own, protect or Exploit such IP, the University will normally, but always in its discretion, upon request assign its rights in such IP to the Creator, subject to any third party interests. The University may not always be able to assign the rights in the IP to the Creator, for example, where a public sector body has funded work, that body may acquire the IP if the University chooses not

[1] The USIT Guide: Leading Universities and Investors Launch Set of Recommendations for the Innovation Sector — TenU (ten-u.org)

[2] Independent Review of University Spin-out Companies (publishing.service.gov.uk)

to Exploit the IP. In the event that the assigned IP is subsequently Exploited, the University might require the Creator to pay the reasonable costs incurred by the University in relation to such IP prior to the assignment.

14 Confidentiality

14.1 In the early stages of development, confidentiality is a key component of protecting IP. This is also key when collaborating with third parties.

14.2 Disclosure or publication of IP prior to filing a patent application may harm, or in certain circumstances eliminate, the opportunity to obtain patent protection for an invention. This means that the University will not be able to Exploit the benefits of an Employee or Student's hard work.

14.3 Employees and Students must therefore ensure that all IP is kept confidential until suitable arrangements for its protection have been put in place during all stages of IP development.

14.4 There are contractual mechanisms to help maintain confidentiality when dealing with third parties. These are called non-disclosure agreements/confidentiality agreements. Employees and Students should always have such agreements in place before dealing with third parties. The Enterprise Team can help you in the preparation and negotiation of such agreements.

14.5 Employees and Students should not sign non-disclosure agreements/confidentiality agreements, which have been given to them by third parties without first having them reviewed by the Enterprise Team.

14.6 A breach of confidentiality by any person is a very serious matter. The wilful disclosure of University confidential information or confidential information of a Third Party which was provided to the University on a confidential basis, to third parties without both authority and a suitable confidentiality agreement in place on, may result in disciplinary action being taken.

15 Publication

15.1 The University has a responsibility to protect its IP and the investment made in its IP. However, the University recognises the importance of publication and dissemination of knowledge, and that Employees and Students also wish to publish the output of their research to advance their academic careers and studies.

15.2 Publishing inventions and designs before application has been made for registered protection is likely to mean that a valid patent or registered design cannot be granted, and could also mean that the University is no longer able to successfully Exploit the IP (which could mean no or reduced Revenue).

15.3 If an Employee or a Student wishes to publish an Article in relation to any research which they have conducted or in which they have participated, or which discloses the subject matter of any IP owned by the University or in which the University has an interest, or which was generated pursuant to an agreement to which the University is or was a party, such Employee or Student will provide an electronic copy of the proposed Article to the Enterprise Team at least one month before the proposed publication.

15.4 The Enterprise Team will then assess the Article, in particular if it discloses IP for which registered protection should be applied and whether it is the subject of any contractual obligations (such as relating to confidentiality) which bind the University. The Enterprise Team will then decide whether the IP should be kept confidential for a reasonable period of time, so that the University can either apply for registered protection for the IP or so that the University can comply with its contractual obligations. The Article must not be published until the Enterprise Team has made and communicated a decision in this regard. The Enterprise Team shall endeavour to make a decision within one week of submission of the proposed Article.

16 Protection

The Enterprise Team will consider and decide which IP rights to apply for registered protection (such as patents and registered designs). If you have any questions in this regard, or wish to discuss, please contact the Enterprise Team.

17 Use of Generative AI

17.1 The University recognises that Generative AI can be useful for University Employees, and Students. For general guidance on the use of Generative AI, Employees and Students should consult the University or information that is available on iCity. This IP Policy document provides guidance solely in relation to IP-related aspects of Generative AI.

17.2 All University users of Generative AI should check the accuracy and suitability of any Outputs produced by the Generative AI application before using them.

18 Risks of using Generative AI

18.1 There are several risks, in the context of protection of confidential information and IP, for users of Generative AI (and particularly the University's Employees) to be aware of. These can be summarised as follows:

18.1.1 the unintentional disclosure of confidential information;

18.1.2 risks of infringing IP belonging to others, arising from the use of Generative AI; and

18.1.3 use and potential registration of IP in Generative AI Outputs.

18.2 The risk of using the University's confidential information in a Generative AI Prompt is that it may cause the University to lose control and confidentiality over that information,. Some Generative AI applications state in their terms and conditions of use that Prompts can be used worldwide to continue to train the Generative AI models (some offer an "opt out"). There are therefore three potential risks of inputting the University's confidential information:

18.2.1 It can be used to continue to train the Generative AI model (i.e. it forms part of the learning model which informs its Outputs);

18.2.2 It may sometimes be used by the owner of the Generative AI application for their own business purposes; and

18.2.3 It may appear as an Output to a third party (whether in whole or in part).

18.3 Where information is identified or reasonably assumed as "confidential" by the University, this should not be inputted as Prompts into any Generative AI applications.

18.4 Generative AI learns from a vast amount of material, some of which may be subject to IP protection (such as copyright, database right and/or confidentiality). What this means is that the Generative AI may produce Outputs based on inputs from IP-protected works without the IP owner's permission. There is therefore a material risk that some Generative AI models and applications will produce Outputs that infringe the IP rights of others.

18.5 In general, the use of Generative AI will prevent registration of certain forms of IP protection (such as patents and registered designs), where such protection could otherwise have been available. It is, therefore, the University's recommendation that

any new ideas (including but not limited to creative ideas, marketing etc.) should not be entered into Generative AI as Prompts, as in certain circumstances this may prevent the University from obtaining registered IP protection in future. Any ideas that arise from Outputs must also be checked before use to ensure, so far as possible, that no third-party IP is (obviously) infringed and that the Output is accurate and appropriate for the purposes it may be used for.

19 Generative AI guidance on best practice

19.1 This Section is aimed primarily at University Employees but other users of Generative AI (including University Students) may find it useful to understand the risks of using Generative AI. Therefore:

19.1.1 University Employees should avoid using Generative AI where there is an aim and/or reasonable likelihood of the creation of new and/or creative works.

19.1.2 The use of Generative AI by should be kept to a minimum when considering or developing new ideas to avoid unintentional disclosures of those ideas (including parts of ideas) and/or the inadvertent use of material in which copyright is held by another party.

19.1.3 Information which the University has identified or treats as being confidential, or appears to be confidential, must not be used as Prompts in Generative AI applications.

19.2 University Employees should seek guidance from the University prior to use of any Generative AI if they are unsure about these guidelines and/or their obligations under this Policy. If use of Generative AI is to be used in the context of IP, please contact the Enterprise Team for further guidance.

20 Disputes

20.1 In the event of any dispute or disagreement relating to this policy, it shall be referred to the Enterprise Team, which shall work with the individuals concerned to try to resolve matters and which shall decide what action shall be taken.

20.2 In the event that the decision is disputed, the matter shall be referred to the Pro-Vice Chancellor (Research, Enterprise, Engagement and STEAM). Following consultation with the parties and any external expert that the Pro-Vice Chancellor (Research,

Enterprise, Engagement and STEAM) considers to be desirable, the Pro-Vice Chancellor (Research, Enterprise, Engagement and STEAM) shall decide upon a final course of action to resolve the dispute.

21 Third party disputes

In the event of any disputes with third parties relating to IP, including relating to ownership, licensing or infringement, these should be referred to the Enterprise Team which will decide what action to take. Employees, Non-Employees and Students must not take any action regarding any such dispute without the express prior consent of the Enterprise Team.

22 Review

The Intellectual Property Policy will be reviewed by the Research, Enterprise, Engagement and STEAM Directorate every three years, or sooner where new developments in intellectual property legislation necessitate such a review, where factual clarification is required or changes to operational practices take place. The next review will be undertaken by August 2026

23 Further information

If you require any further information in relation to the content of this policy, please contact the Enterprise Team at innovate@bcu.ac.uk who will be able to assist you.

24 Glossary

Article	This means all scholarly articles, conference proceedings and similar outputs authored or co-authored while a person is an Employee or Student.
Creator	This means any person who creates any work in which copyright subsists or any design in which design rights subsists, or who is an inventor of an invention.
Employee	This means an Employee of the University.
Exploit or Exploitation	This means any sale, transfer, assignment, licence or other dealing in IP and/or the supply, sale or licence of goods or services involving use of the IP.

Generative AI (or Generative Artificial Intelligence)	This refers to a type of artificial intelligence software application or tool, which can be used to create new content (for example, text, code, and images), using Prompts. The AI uses machine learning algorithms to analyse large datasets, in order to produce Output.
Net Revenue	This means Revenues less any costs or expenses incurred by the University in the protection and Exploitation of IP as set out in Section 13.2.3(iv).
Non-Employees	This means any visiting academics/emeritus and honorary staff, consultants, guest lecturers/academics and casual workers who are not Employees.
Output(s)	Outputs are the results which the Generative AI application produces in response to Prompts. Outputs can, by way of example, be text, code, images, videos or music.
Physical Materials	This means theses and dissertations submitted by a Student to the University in documentary form and any physical property which is the output of a Student's studies, such as prototypes, models and the results of projects (such as art works or the results of engineering projects).
Prompts	Sometimes referred to as "input" or "inputs", these are inputs or queries that a user providers to the Generative AI to receive the required Output. Prompts can sometimes be used by Generative AI to further train itself.
Revenue	This means any capital and/or income directly received or receivable by the University in respect of Exploitation of IP from external partners and sources as a payment for commercial research, consultancies, training contracts, general IP development, licence fees and royalties but excluding Revenue received from a company in which an Employee or Student has an interest whether as shareholder or otherwise;
Scholarly Works	These are works of academic scholarship, such as: • Journal articles, conference papers, and related presentations; • Theses and dissertations;

	• Works of Art, novels, poems; • Music; • Video or film material of an academic character; or • Textbooks. Unless such materials form part of the Teaching Materials.
Student	This means an undergraduate or post graduate student of the University.
Teaching Materials	This means any teaching materials, which an Employee creates in the course of their employment with the University and includes: • course guides, handouts, on-line materials, case studies, course books; • presentation materials (including lecture notes, slides, animations, graphics, interactive software and other audio-visual materials); • virtual learning environments; • instruction manuals; • artefacts (including models and apparatus for practical demonstration and experimental work); • assessment and examination questions, and model answers; • continued professional development materials; • teaching material developed for credit bearing and non-credit bearing courses; • materials designed for distance or e-learning; • assessment and examination materials including revision materials; and • podcasts and mobile apps with an educational or teaching purpose.
University	This means Birmingham City University.

25 Annexes

Annex A: Key IP rights.

Annex A

Key IP rights

1 **Patents**: patents protect technical innovations (products or processes) which are new and inventive. They require registration, and an application to register must generally be made before any public disclosure of the invention. If such a disclosure of an invention which may have commercial potential is contemplated – for example by a publication or presentation or to a party outside the University, you should consult the Enterprise Team. If a disclosure has already been made, it may not be fatal, and, likewise, you should consult the Enterprise Team.

2 **Design rights**: these protect the design of an article – that is features of its appearance. The more powerful design rights require registration, and an application must be filed before public disclosure, or in respect of the EU or UK, within a specific period after publication. Design registration in the UK and EU is very low cost and fast – however, there are significant pitfalls, and before attempting to register a design, you should consult the Enterprise Team.

3 **Copyright**: copyright protects literary, artistic, musical and dramatic works, as well as broadcasts. It also extends to a wide range of functional works (but not the ideas behind them) such as computer software and engineering drawings. No registration is required, but it is sensible, if the work is published (which includes making it available online), to mark it with an appropriate copyright notice.

4 **Database rights**: these exist in the EU in relation to a database – that is a structured collection of data, in which a significant investment has been made in building the database. No registration is required. They protect against the extraction of a substantial part of the data from the database.

5 **Performance rights**: Performers such as actors, musicians, dancers and even sometimes lecturers and speakers enjoy protection for their performance, permitting them to prohibit or control recording of their performance or distribution etc. of recordings. Lectures or talks or speeches from visitors to the University may give rise

to performance rights, so it may be necessary to obtain their consent to making a recording.

6 **Trade mark rights**: trade marks are words, marks or symbols (such as “Coca-Cola” or “Windows” for computer software or the famous Nike “Swoosh”) – and even colours, shapes and tunes – which allow a consumer to associate goods or services with a particular producer or source. Trade marks can be registered and protectable rights in a trade mark may (after a time) arise even if not registered. People often mark trade marks ™ OR ® (the latter when registered) in order to show that they consider the mark to be their property.

7 **Confidential information**: this is not strictly an intellectual property right, but the law protecting confidential information is often the main form of protection where there are no other rights. In order to arise there must be an agreement under which parties agree or are obliged to keep information confidential, or in some cases an obligation will be implied from the relationship between the parties. You should consult with the Enterprise Team before entering into any confidentiality agreement or making a disclosure intended to be confidential without one.

Document Profile and Control

Purpose of this Document: This document sets out the University's policy for the ownership, development, protection, use and exploitation of Intellectual Property (IP), and the sharing of net revenue with staff and students who generate income from IP Rights.

Sponsor Department: Research, Innovation, Enterprise and Employability

Author: Assistant Director Enterprise

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Amendment History			
Date	**Version**	**Author/ Contributor**	**Amendment Details**
31-01-06	v1.0	Head of Knowledge Transfer, Corporate Development Centre/CDC	• n/a
01-08-13	V2.0	Head of Innovation & Entrepreneurship Research, Innovation & Enterprise/RIE	• This is a major update to the IP Policy clarifying ownership of IP, changing the reward structure for IP, adding sections on spin outs, Licensing and Equality.
01-09-21	V3.0	Assistant Director Enterprise Innovation, Enterprise and Employability/ RIEE	• The updated IP Policy has been rewritten, but it takes the core principles from the previous IP Policy document and incorporates them into a new policy document. • The key changes to highlight is the change in the revenue share provision and additional changes and sections have been amended, subsumed, and rewritten.
01-08-25	V3.1	Assistant Director Engagement, Enterprise & Innovation/EEI	• This is a minor update of the IP Policy and adds a section on AI and IP, and amends some provisions on spin out companies and equity shares to align with the government review of spin outs. It also updates some contact details due to departmental changes and corrects a number of typos.

***Version control note:** All documents in development are indicated by minor versions i.e. 0.1; 0.2 etc. The first version of a document to be approved for release is given a major version 1.0. Upon review*

the first version of a revised document is given the designation 1.1, the second 1.2 etc. until the revised version is approved, whereupon it becomes version 2.0. The system continues in numerical order each time a document is reviewed and approved.

Approval By	Date Approved	Version Approved
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