

**University
of Wales,
Newport**

**Prifysgol
Cymru,
Casnewydd**

**STAFF INTELLECTUAL PROPERTY
INFORMATION,
POLICY
&
REGULATIONS**

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Contents:

Page 3	Intellectual Property Policy
Page 4	Intellectual Property Regulations
Page 12	Appendix A – A Brief guide to Intellectual Property Rights
Page 15	Appendix B – Asserting the University’s Intellectual Property Rights
Page 17	Appendix C - Guidance on Recording the Creation of Intellectual Property
Page 21	Appendix D – Intellectual Property Management Documents: Intellectual Property Due Diligence Form Intellectual Property Disclosure Form
Page 24	Appendix E – Intellectual Property Management Flow Chart
Page 25	Appendix F – Intellectual Property Infringement Form

INTELLECTUAL PROPERTY POLICY

Introduction

“Intellectual Property” is the product of the human intellect that may have commercial value, including copyrighted property such as literary or artistic works, and ideational property, such as patents and industrial processes.

Intellectual Property is an asset that may have commercial value. The protection and exploitation of the University’s Intellectual Property will play a key role in the University’s research and enterprise strategy.

The University seeks to raise awareness of Intellectual Property issues among its staff and students, and develop a procedural framework for the successful protection and exploitation of its Intellectual Property.

It is University of Wales, Newport, policy that:

1. The product of work carried out with the benefit of the University environment (including facilities, resources, expertise, know-how and intellectual assets) constitutes Intellectual Property that should be owned, protected and used by the University for the benefit of the University specifically and for the benefit society more generally.
2. The University should not infringe the rights of others who own and control Intellectual Property.
3. The University will meet its obligations to those bodies providing funding, which may include, where appropriate, the management and exploitation of Intellectual Property.
4. The University should make provision to recognise and reward persons who create work that has proven commercial value.

The following regulations are designed to implement this policy through the acquisition, protection and use of Intellectual Property generated by the University.

A separate guide to the basics of Intellectual Property is attached as Appendix A of this document.

INTELLECTUAL PROPERTY REGULATIONS

It is intended that these regulations cover all persons:

- Bound by the University's regulations by virtue of their employment
- Under a contract (such as a contract for services) binding the signatories to abide by these regulations or:
- Otherwise agreeing to abide by these regulations specifically (which may be by written contract or by verbal indication)

These regulations cover Intellectual Property in **all material** concerning any of the University's activities whether research, consultancy, academic, professional or other, including Intellectual Property created using University facilities and resources. For the avoidance of doubt, the University owns Intellectual Property if:

- The Intellectual Property was created by a person then employed by the University of Wales, Newport in circumstances where the law presumes ownership to the employer or
- The Intellectual Property owner has in writing assigned his/her rights to the University of Wales, Newport

1. RESPONSIBILITY

1.1 Business Development & Planning (part of the University's Commercial & External Services Department) is responsible for the development and implementation of the University's Intellectual Property policy and regulations, and for directing the protection, management and exploitation of Intellectual Property for the University.

1.2 Those persons who are covered by these regulations shall have a responsibility to identify and protect Intellectual Property; this includes a duty of confidentiality.

When undertaking work from which Intellectual Property may arise all persons bound by these regulations must:

1.2.1 keep the nature of and matters relating to the Intellectual Property confidential until the fact and manner of the disclosure is agreed by the Deputy Director of Business Development & Planning or the Dean of School and:

1.2.2 assist in protecting the University's rights to Intellectual Property by keeping proper records of creation (such as lab books or other written evidentiary documents), please refer to Appendix B for further information.

2. OWNERSHIP OF INTELLECTUAL PROPERTY

2.1 *Staff Generated Intellectual Property*

The University is the first owner of Intellectual Property developed by employees in the course of their normal duties or as a result of a task specifically assigned by the University. This is set out in more detail in staff

terms and conditions of employment, these terms also include the obligation to disclose to the University Intellectual Property arising from their work. Business Development & Planning will facilitate the recognition, protection and exploitation of Intellectual Property. The University expects that such exploitation will be in collaboration with the employee and, where appropriate, any benefits will be shared.

2.2 *Intellectual Property Ownership and Third Parties*

Intellectual Property should be considered an essential part of any externally funded activity. The University will generally seek to retain ownership of Intellectual Property arising from its research, consultancy, short courses, know-how and other work. However, it is recognised that where a collaborator pays a commercial rate (covering **at least** the full cost of the project) this may not always be appropriate.

All persons bound by these regulations must co-operate with Business Development & Planning to ensure:

- 2.2.1 that project/work outcome is, wherever possible, owned by, assigned to or licensed for the University's use and/or commercialisation on adequate and advantageous terms.
- 2.2.2 that those terms are agreed and made clear in any bid or proposal or collaboration document relating to the project/work **prior** to the commencement of work.
- 2.2.3 before the start of any collaboration with third parties who are not bound by these regulations (including but not limited to students, visiting academics, other educational institutions or commercial organisations) from which Intellectual Property may arise or be used, employees are obliged to secure appropriate agreements for the University relating to Confidentiality and Intellectual Property issues. Employees should contact the Business Development Manager in Business Development & Planning to assist in the preparation of such agreements.
- 2.2.4 that the University procure, from the individual or third party owner or controller of any Intellectual Property (referred to or used for their work), an appropriate licence, assignment or consent for the University's use of the Intellectual Property at the outset, to avoid infringement.
- 2.2.5 that no work is conducted for the benefit of, or using material/Intellectual Property owned by a third party before the terms of ownership and use are agreed
- 2.2.6 that the University ownership is asserted in relation to its copyright interest in paper and electronic materials. See Appendix B for guidance.

2.3 *Performers' Rights*

Employees may be requested from time to time for their lectures or seminars to be recorded by the University or may initiate this of their own volition.

Employees will be advised when their lectures or seminars are to be recorded, and each employee consents to any such recording being made and being copied by the University. The copyright in the teaching materials used in such lectures and seminars belongs to the University in accordance with the staff terms and conditions of employment.

The University acknowledges that all performers' rights in any teaching materials, including any video, sound or other recording of any employee's own lectures or seminars or similar works which constitute performances under the Copyright, Designs and Patents Act 1988 are owned by the employee. Each employee of the University grants to the University and its subsidiaries a royalty free, non - exclusive, worldwide, irrevocable licence to use such teaching materials for promotional, administrative, teaching, research and commercial purposes of the University together with the right for the University to sub licence the same.

Any proposed commercialisation of teaching materials will be discussed with the relevant employee beforehand and an agreement regarding the terms of exploitation will be reached. For the avoidance of doubt, an employee shall be asked to sign a waiver of their Moral Rights where these may reasonably be construed as an impediment to exploitation.

2.4 *Exceptions to these Regulations*

2.4.1 Generally, Scholarly Works produced solely in the furtherance of an academic career (being the non- assigned production of text books, contributions to textbooks, articles in academic journals, conference presentations, Academic papers and non-commercial artistic works (see section 8 of the Academic Contract)) are not subject to these regulations. However academic staff must notify their Dean of School of any publication of Scholarly Works as soon as reasonably practicable.

2.4.2 Moral Rights

Section 77 to Section 89 (inclusive) of the Copyright Designs and Patents Act 1988 confers personal rights on the authors (rather than owners) of primary copyright works and the directors of films. These so called Moral Rights (please see appendix A for more information) include: (a) The Right of Paternity (b) The Right of Integrity (c) The Right to object to false attribution. Upon the University's request an employee shall provide appropriate written waivers to the Moral Rights (if any) that may arise in that employee's favour.

3. **DISCLOSURE**

The public disclosure of information relating to the existence of Intellectual Property (other than under the terms of an explicit confidentiality agreement) will invalidate any subsequent patent application and/or diminish the potential commercial value and benefits accruing to the University and the inventor(s).

3.1 All persons bound by these regulations should endeavour to ensure that an appropriate Confidentiality Agreement is signed at the earliest possible stage in any project involving a third party, ideally before tendering for work or the

commencement of initial negotiations. The Business Development Managers in Business Development & Planning can assist in the preparation of these agreements.

3.2 All persons bound by these regulations are responsible to the University for disclosing to the Deputy Director of Business Development & Planning and their Dean of School at the outset of the work or as soon as they become aware of it:

- Any actual or potential Intellectual Property arising from their work
- The ownership by a third party of any Intellectual Property referred to or used in their work
- Any use to be made of existing University Intellectual Property during their work
- Any Intellectual Property which they themselves own which is proposed to be used by University

This notification can be done through the completion of the University's Intellectual Property Disclosure Form and/or Intellectual Property Due Diligence Form (Please refer to Appendix D).

Such information will be held by the Deputy Director of Business Development & Planning who will review it and assess it for protection and commercialisation issues.

4. PROTECTION OF INTELLECTUAL PROPERTY

It is the purpose of these regulations to ensure all efforts are made to establish the ownership of Intellectual Property; this is essential to ensure Intellectual Property is managed and protected correctly.

Where appropriate the University will make all applications necessary to protect and register its ownership of Intellectual Property.

4.1 Infringement

4.1.1 Any person bound by these regulations must alert the Business Development Manager (Business Development & Planning) and their Dean of School immediately on suspecting or becoming aware of an infringement of Intellectual Property rights either:

- a) Infringement of Intellectual Property owned by the University or
- b) The University's infringement of Intellectual Property rights owned by a third party.

This can be done through the completion of a Suspected Intellectual Property Infringement form (see appendix F).

In the case of actual or suspected infringement of third party Intellectual Property rights, any person bound by these regulations must comply with the instructions of Business Development & Planning or University appointed legal advisors in order to minimise the impact and extent of infringement.

Any person bound by these regulations will be responsible for monitoring the content of license agreements, confidentiality agreements and any other agreements and/or arrangements to ensure that they are aware of their obligations under the terms of such agreements and that the risk of the University infringing Intellectual Property Rights is minimised.

4.2 The Defence of University Intellectual Property

4.2.1 The University will ensure it has adequate insurance to cover actions and claims against the University for infringement of Intellectual Property Rights.

4.2.2 The University will ensure its Intellectual Property Rights are defended against infringement. Where appropriate the University will take legal action to defend its proprietary rights.

5. EXPLOITATION & COMMERCIALISATION

To ensure that the University meets its financial and commercial goals and contractual obligations Intellectual Property will be commercialised and exploited wherever appropriate. The University's commercialisation company The University of Wales, Newport Enterprises Ltd is the vehicle for holding and exploiting patents or other Intellectual Property Rights on behalf of the University.

It is acknowledged that a number of potential routes to market exist (including assignment, spin-out company formation, joint ventures, commercial provision of courses and licensing). The preferred route will depend on individual circumstances and will be handled on a case-by-case basis by Business Development & Planning.

The decision to commercialise will in the first instance be based on the Intellectual Property Disclosure form (Appendix D) and consultation with the relevant student(s) or member(s) of staff. If following further market research, due diligence and consultation commercialisation remains viable a senior management decision will be sought on how and if commercialisation should proceed.

6. REWARD FOR CREATION

The intended ownership of Intellectual Property is dealt with in Section 2 of these regulations. However, in acknowledgement of the requirements of the Patents Act 1977 the University will reward staff who generate commercialable or patentable Intellectual Property. The University will operate a 'fair share' system for the distribution of any benefits, which arise from the commercialisation of patented Intellectual Property.

6.1 The Pro Vice-Chancellor (Resources and Planning) & Director of Finance shall administer the system of reward, to which all persons bound by these regulations shall be entitled to apply, whether as individuals or as a team, where they can warrant and demonstrate that

their creation of patentable Intellectual Property (which amongst other routes can be achieved by the completion of the Intellectual Property Disclosure form) has been of significant value to the University. Persons offered a reward under this system shall be expected to execute a formal agreement to enshrine the terms of the reward and their obligations.

- 6.2 Of the gross income received by the University from commercial exploitation of patented Intellectual Property, the first £5000 of any net income received for any single item will be paid to or retained by the member(s) of staff and/or student(s) who generated the patented Intellectual Property. Thereafter, the cumulative net revenue (taking into account patent, legal, production, development, tax, relevant travel, raw materials, external marketing and all other costs) received by the University will be shared as follows:

	Inventor(s) %	School %	University %
First £5000	100	0	0
Next £40,000	60	20	20
£45,000 - £200,000	50	25	25
Over £200,000	30	35	35

- 6.3 Where Intellectual Property is generated jointly by staff they are responsible for informing the University (via Intellectual Property disclosure form) of their individual contributions. For the purpose of distribution of any reward in respect of Intellectual Property generated jointly by staff it shall be their responsibility to agree their pro rata shares and to inform the University in writing of such agreement. Where there is no agreement the Pro Vice-Chancellor (Resources and Planning) & Director of Finance shall make the initial ruling.

7. ETHICS, CONFLICT OF INTEREST & BEST PRACTICE

- 7.1 In order to minimise the potential for any conflict of interest between the University (staff and students), University of Wales, Newport Enterprises Ltd, third parties and any commercial enterprise formed to exploit University Intellectual Property any arrangements for research, services-rendered, consultancy and/or use of equipment will be managed on an arms length basis. All arrangements will be documented in a formal agreement between the relevant parties and will normally be on standard commercial terms.
- 7.2 To avoid conflicts of interest University staff must inform the University if they are connected with any company or commercial organisation and ensure they comply with the University's policy and procedure for notification and approval of external work. For clarification "connected with" includes where a member of staff has a significant shareholding in, or is a director of, a

company, or intends establishing any commercial body whether or not related to his/her work with the University. Such information regarding the existence and nature of the link should be passed to the Deputy Director of Business Development & Planning as soon as practical and will be noted in the University's Register of Interests.

8. UNIVERSITY FACILITIES & MATERIALS

- 8.1 The University is willing to consider requests from its staff and students for a license to use specific University owned Intellectual Property and/or its facilities for their use (outside the scope of their normal employment or studies). The terms and decision to grant any such license is wholly a matter for the University.
- 8.2 Initial requests should be made in writing to the Dean of School who shall within 20 working days of receipt give an initial ruling or reasons for refusal.
- 8.3 Any appeal of the decision by the Dean of School should be made in writing to the Pro Vice-Chancellor (Resources and Planning) & Director of Finance who shall respond within 30 days of receipt of the appeal. The Pro Vice-Chancellor (Resources and Planning) & Director of Finance's decision is final and cannot be appealed.

9. CHANGES IN STATUS

Persons bound by these regulations shall continue to acknowledge and attribute the University's Intellectual Property Rights created during the period of employment or other contractual obligation at the University in a clear manner and to avoid misleading future employers or collaborators or other material third parties as to the interests in the Intellectual Property concerned.

10. BREACH OF THESE REGULATIONS

- 10.1 Breach of these regulations is a disciplinary matter for University staff and students under normal procedures.
- 10.2 The University shall consider all avenues available, including legal action by injunction, damages action or otherwise, in respect of persons bound by these regulations acting in breach of them.

11. AMENDMENTS TO THE REGULATIONS

The Vice-Chancellor on the recommendation of a Deputy Vice-Chancellor (Academic), the Pro Vice-Chancellor (Resources and Planning) & Director of Finance or the Deputy Director of Business Development & Planning may amend these regulations.

12. LIST OF APPENDICES

- A A Brief guide to Intellectual Property Rights

- B Asserting Intellectual Property Rights
- C Guidance on recording the creation of Intellectual Property
- D Intellectual Property Due Diligence Form
Intellectual Property Disclosure Form
- E Intellectual Property Management Flow Chart
- F Intellectual Property Infringement Form

A BRIEF GUIDE TO INTELLECTUAL PROPERTY RIGHTS

What is Intellectual Property?

Intellectual Property (IP) is a term used to cover any inventive product of the human mind. IP can either be tangible such a physical work of art, or intangible such as a scientific process.

How is Intellectual Property used?

The ownership and control of IP is expressed in terms of Intellectual Property Rights (IPR) e.g. copyright. The recognised system of ownership and licensing means that a right to use IP can be distinct from its legal ownership; for example the author of a novel can license a film company to make a film of the book.

Who is the owner if Intellectual Property in law?

Generally the creator of IP is its legal owner (often called the “first owner”). The most important exception to this is the general rule that a person’s employer owns IP where the IP is created as part of, or through the auspices of, the person’s employment.

The first owner can assign ownership rights; this assignment is often made, for example, as a condition of research funding or under the terms of a consultancy agreement.

How is ownership of Intellectual Property protected?

Legally recognised IPRs can arise automatically, as with copyright, or can arise through registration, as with patents. Other rights are capable of enforcement either as unregistered or registered rights, as with design rights.

Where there is no legally recognised right of ownership in a particular type of inventive or creative asset, the only way to protect the value of the ownership is to keep the nature of the asset secret. This means that trading with or discussing the asset must be done under terms of strict confidence, usually emphasised by the parties entering into a formal confidentiality agreement. For example there is no legally recognised way of protecting “know-how” so it is prudent to disclose valuable “know-how” only under an obligation of confidence. The law recognises obligations of confidence and offers remedies for a breached obligation.

Even where a legally recognised system of protection exists, some owners still choose to rely on secrecy rather than take advantage of protection offered where (as with a patent) disclosure is a condition of the protection. Once IP is disclosed the “Keeping it secret” option has gone.

What are the main classes of Intellectual Property Rights?

Patents:

A registered patent provides a time (up to 20 years) and geographically defined monopoly right to exploit a new commercially valuable invention or process. The basis of permission to exploit is that the inventions workings are disclosed, although as a noted above, patenting is not possible if there has been ANY prior disclosure of the invention. Regulated by the Patents Act 1977

Copyright:

This time-limited right (varies between 25 and 70 years depending on the material) arising automatically on the physical creation (not the idea) of software, original literary, dramatic, artistic or musical work, and its recorded (e.g. film) or published (e.g. layout) derivations. Use of the © mark and the owners name and date is the internationally recognised way of alerting the public to the copyright ownership, however the protection exists regardless of use of this symbol. See: Copyright Designs and Patents Act 1988

Database Right:

This time-limited right (15 years) arises without registration to protect the compilers of non-original information from losing the benefit of their work through unauthorised copying or re-use (governed by the Copyright and Rights in Databases Regulations 1997)

Industrial Designs:

There is an automatic time-limited (15 years) protection (the right to prevent unauthorised copying) for unregistered designs, provided authorship can be proved. This covers the functional shape or configuration. See: Copyright Designs and Patents Act 1988

Alternatively on registration under the Registered Designs Act 1949, the designer of a new pattern or shape which has aesthetic appeal (can be 2 or 3 dimensional) acquires a monopoly right of exploitation for 25 years.

Trade Marks:

Registering a trademark under the Trade Marks Act 1994, gives a monopoly right for the use of graphically distinct trading identification signs.

Unregistered trademarks have some protection through court actions for “passing off” (piracy), provided that their use has not lapsed for a period of 5 years.

Domain Names:

Registering a domain name for Internet use gives a monopoly right for its use (registered with bodies such as ICANN and NOMINET).

Know-how:

Know-how is the information, practical knowledge, techniques and skills required to achieve some practical end especially in industry or technology. Know-how is considered intangible property in which rights may be brought and sold.

Moral Rights:

Section 77 to Section 89 (inclusive) of the Copyright, Designs and Patents Act 1988 confers personal rights on the authors of primary copyright works and the directors of films. These rights are distinct from any economic or ownership interest in the work.

There are four key moral rights:

- Right of Paternity – the right to be identified as the author of a literary, dramatic, musical or artistic work or director of a film.
- Right of Integrity – the right to object to derogatory treatment of the work.
- Right to object to false attribution.
- Right to privacy in photographs and films –the commissioner of photographs or a film has certain rights of privacy where they were commissioned for private purposes.

Some problems for IP creators and owners:

- Incorporating background Intellectual Property which belongs to someone else
- Joint ownership
- Proving a date of creation
- Failing to define or prove what was created
- Inadvertent disclosure

ASSERTING INTELLECTUAL PROPERTY RIGHTS

Copyright

Copyright arises automatically on the production of a physical piece of work (see appendix A for more information). As such you should assert the University's copyright on materials. This should be achieved through the use of the following internationally recognised legend:

© [Copyright owner s name] [date]

Further examples:

© University of Wales, Newport 1st January 2005

© University of Wales, Newport 2004

Database Right

Database rights will occur automatically where non-original information has been compiled. To assert this right:

Database Right, [Right Holder] [date]

Example: Database Right, University of Wales, Newport May 2003

Designs

Unregistered Designs: provided you can prove authorship no obligation for formal registration exists to assert ownership:

e.g. Design Right, University of Wales, Newport May 2003

Registered Designs: the fact that formal registration of the right has taken place means that your ownership is a matter of public record. However it may be appropriate to assert your ownership expressly by making reference to any registration reference number.

Patents

Any patentable technology must be kept confidential until the initial application has been approved, you can then assert ownership by stating the name of the right holder and the use of the phrase "Patent Pending". When the full patent is granted you should, as good practice, make reference to any registration reference number.

Example

University of Wales, Newport Patent Pending

University of Wales, Newport Patent 12345

Domain Names

The principle of public notice of registration applies.

Trademarks

Although the principle of public notice of registration applies, it is common practice to use the TM or ® symbols to assert ownership of a established trademark or registration.

Moral Rights

The authors of primary copyright works and the directors of films accrue Moral Rights. These rights are distinct from any economic or ownership interest in the work.

e.g. [Authors Name] has asserted his right, under the Copyright, Designs and Patent Act 1988, to be identified as the author of this work

GUIDANCE ON RECORDING THE CREATION OF IP

1. Background

This note explains how to properly use and keep laboratory notebooks and records in order to facilitate proof of invention. This is particularly important for patents in the USA, but the same notebook records can be used for establishment creation dates for other forms of intellectual property.

For all forms of Intellectual Property (IP), the onus is on the creator to prove ownership and date of creativity or inventiveness. The onus is rarely on the infringer to prove innocence. This is particularly true for naturally occurring rights such as Copyright and (unregistered) Design Rights. However, even for rights that require registration such as patents, registered designs and registered trademarks the onus is still on the creator – just at an earlier stage.

It is generally considered good practice by researchers, developers and engineers to keep a notebook to log their activities, and many already do this – but they often do not do it in a way that will stand up in court.

Establishing good practice with respect to the recording of R&D will help to ensure that the intellectual property that is created is not inadvertently lost, and any potentially valuable intellectual property identified at an early stage.

2. How to Keep the Notebook

It should be possible to keep records in reasonably complete and clear form without becoming too time-consuming and burdensome.

The following is intended as a general guide on how to keep a notebook. From a legal standpoint, a laboratory notebook entry should be sufficiently competent to prove certain factors, such as the conception of an idea, the testing of a model, and the results of the test.

2.1 The book itself

It is important to use a laboratory notebook that has a permanent binding. Loose-leaf, spiral bound or other temporarily bound books allow for page removal, insertions and substitutions, and are therefore not suitable.

The pages of the notebook should also be numbered. Such a system helps to reduce the possibility of any successful challenge to the validity of the notebook entry.

Laboratory books should never be mutilated, for example by tearing or cutting out pages.

The performance of the records is a prime consideration and it is therefore important that good quality paper should be used.

2.2 *Ink quality*

Do not use pencil or strange-coloured inks.

Ensure that the ink is permanent, not water or solvent reactive, and does not smear. The ink should be light stable.

2.3 *The Entries in the Book*

As a general guideline, there should be enough information in the book to enable someone working in the field to duplicate the work.

All data should be identified with respect to the project to which it relates, for example, by a project or experiment number or by a descriptive heading.

Do not use slang, abbreviations and unduly technical jargon. The notebook must be understandable to others, not only patent attorneys, but judges and sometimes to jurors and potential licensees.

Entries should be consecutively dated.

Any subsequent data added to the notebook, for example results of analysis, should be entered on a separate page with reference to the original entry.

Don't leave blank areas on a page. Draw lines through unused pages or parts of pages.

The entries in the book should be legible and factually complete.

It is important to describe in as full detail as possible all experimental procedures. This should include all conditions of experiment and all apparatus, sketched if necessary. Full details of the apparatus used should also be given.

If an invention is made, the dates of "conception" and "reduction to practice" are very important in the USA. The record must show that there has been no "abandonment" between these dates. Diligence in the reduction to practice of an invention means that, as far as possible, generally steady, uninterrupted and constant work occurred following the conception of an invention.

In an interference action, unexplained periods of activity could lose the case, especially where competing invention dates are separated merely by a matter of days. All activities must be accounted for; even if it is only to notes that you were waiting for something that resulted in a delay in the proceedings. Even apparently irrelevant entries noting "on vacation" or "at the dentist" should be included.

Avoid making negative notes such as "No good", "Doesn't work" which might be later construed as indicating you were abandoning the idea.

2.4 *Facts not opinions*

Do not express opinions in notebooks. This could lead to misinterpretation.

The book should be limited to factual, quantitative and qualitative results. Statements like “the idea is obvious”, “I think it is unpatentable”, “perhaps would infringe patent X” should be avoided.

2.5 *Inserts and supporting information*

If a record needs to be kept of computer-generated output – or other inserts such as graphs, drawings, photographs or other loose pages – each insert should be dated and attached in a permanent way (e.g. glued, stapled) onto successive numbered pages of the permanently bound laboratory notebook. The witness should write and sign across the join.

If support records cannot be added to the notebook itself (e.g. large engineering drawings, computer source code, related reports, theses etc) then reference to them should be made in the notebook in a consistent way and they should be stored in an orderly, readily retrievable manner.

2.6 *Errors, Changes and Additions*

Errors should not be erased or obliterated beyond recognition. Neither should tipex/correction fluid be used. Simply cross out an error so that it is apparent what the error was.

Explain all errors and mistakes as they occur and initial them.

Never remove pages from the notebook.

Entries should never be changed or enlarged at a later date. It is better to make a new entry, pointing out the change.

Pencil diagrams or sketches should never be retraced in ink.

2.7 *Signing off*

The US Patent Office has ruled that another witness who is independent must corroborate an inventor’s testimony. For example, if the worker is a PhD student then the witness should not be his or her supervisor, since the supervisor is likely to become a co-inventor, and therefore not independent.

Therefore, someone working on an unrelated project should witness the notebook. People involved in the same project are potential co-inventors and their signatures could be worthless.

The witness must, of course, understand the need to maintain confidentiality.

Ensure that each page is signed and dated by the author and witnessed as soon as possible, preferably every week.

Do not leave any pages undated, unsigned or unwitnessed.

2.8 *Safe keeping*

The notebook should be regarded as a confidential legal document and as such its use should be controlled. When completed, it should be stored in a safe place. It should not be treated as a freely available publication.

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of Wales,
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Intellectual Property Due Diligence Form

The purpose of this form is to establish what Intellectual Property (IP) currently exists, determine legal ownership and reduce the risk of infringement. It should be used at the start of a project to create a record of the IP you will be taking in to the project or disclosing to third parties. Please disclose all information you believe to be relevant and use a separate sheet if necessary. Please treat this document as confidential as disclosing IP may jeopardize future protection and commercialisation options.

Name:

Position:

Department/School:

Tel:

What project are you planning on using the IP in?

What IP will you be using – please give a brief description:

The following questions relate to the circumstances under which the IP was created

When was the IP created?

During this period were you...

A salaried employee?

If yes please state the name of your employer?

A student?

If yes please state the institution at which you were registered

What sources of funding were drawn in on in support of the work which led to the creation of the IP? e.g. EPSRC, KEF, CASE Studentship, University funds etc... please provide any reference code or contractual information.

**Please return this form, marked “Strictly Confidential” to:
Deputy Director of Business Development & Planning
University of Wales, Newport, Allt-yr-yn Campus, Allt-yr-yn Avenue, Newport, NP20
5DA**

**University
of Wales,
Newport**

**Prifysgol
Cymru,
Casnewydd**

Intellectual Property Disclosure Form

The purpose of this form is to confidentially disclose new Intellectual Property (IP) created, determine legal ownership, reduce the risk of infringement and provide the basis for assessing commercialisation potential.

Please disclose all information you believe to be relevant and use a separate sheet if necessary. Please treat this document as confidential as disclosing IP may jeopardize future protection and commercialization options.

Name:

Position:

Department/School:

Tel:

What IP/invention have you created? – Please give a brief description:

Why do you think the IP is innovative?

How does the IP/Invention differ from existing material or 'state of the art' technology?

Do you think commercial exploitation of this IP/invention is viable? Why?

Have you published the IP in any way? e.g. via email, in conversation, lecture, article etc... If yes please give details.

Which organisation(s) provided funding for this work?

Any other comments

**Please return this form, marked "Strictly Confidential" to:
Deputy Director of Business Development & Planning
University of Wales, Newport, Allt-yr-yn Campus, Allt-yr-yn Avenue, Newport, NP20
5DA**

INTELLECTUAL PROPERTY MANAGEMENT FLOWCHART

Declare any commercial links to the Pro Vice-Chancellor (Resources and Planning) & Director of Finance in accordance with section 7.2 of the IP Policy



Beginning work on a new piece of work



Externally Funded

University Assigned
Work

Private Work



- a) Secure confidentiality (section 3.1 of IP Policy)
- b) Ensure contracts are in place clarifying IP ownership, exploitation etc (section 2.3)
- c) Secure a Student IP license if necessary (section 2.2.1).
- d) Are Postgraduate students involved? Do you need to clarify their or their employers IP ownership (section 2.4)?

Are Postgraduate students involved? Do you need to clarify their or their employers IP ownership (section 2.4)?

Are you using University facilities or materials? You will need to secure a license from the University (section 8.1)?



Complete an Intellectual Property Due Diligence Form

Ensure no third party Intellectual Property rights will be infringed – secure any licenses or permissions necessary to carry out the work.



Publication of Results



- a) Follow any Publication Procedure outlined by your head of school.
- b) Ensure any contractual obligations re: publication are met



Complete an Intellectual Property Disclosure form and send it to Business Development & Planning or your Dean of School



Business Development & Planning will secure any appropriate Intellectual Property Rights



If appropriate Business Development & Planning will initiate the commercialisation process



If appropriate you should apply to the Director of Finance for a 'reward' as detailed in the IP Policy section 6.1



Infringement of University Intellectual Property -

University will initiate legal proceedings to protect its IPR (section 4)



When you leave University ...

You must continue to acknowledge University IPR, see section 9 of the IP Policy

Suspected Infringement of Intellectual Property – Reporting Form

Please use this form to notify the Deputy Director of Business Development & Planning (ext. 2406) of a suspected infringement of intellectual property (IP). It may be that the IP is property of University of Wales, Newport or a third party.

NAME:.....

POSITION.....

SCHOOL/DEPARTMENT:.....

DATE:.....

Briefly describe the Intellectual Property (IP) which is suspected to have been infringed:

.....
.....

Who do you believe owns the IP?.....

If not the University of Wales, Newport, please provide the owners contact details:

.....
.....

Who do you believe is infringing the IP?.....

If not the University of Wales, Newport, please provide the infringers contact details:

.....
.....

Why do you think they are using the IP?.....

.....

Other Comments:.....

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