



BUCKINGHAMSHIRE  
NEW UNIVERSITY

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# BNU Intellectual Property Policy

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**Approved by:** Senate

**Date first published:** Jun-2009

**Date updated:** May-2024

**Owner:** Director of Research and Enterprise

**Review date:** May-2029

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# 1 Purpose

- 1.1 This intellectual property policy seeks to set out how Buckinghamshire New University (the **University**) manages Intellectual Property, as defined in paragraph 3 (Definitions), generated by its Students, Employees, Partner Colleges and Associated Parties related to the organisation. This policy also applies to anyone who has access to research and development and other IP opportunities.
- 1.2 It sets out how the University will assist with: identifying and securing IP ownership; acquiring, protecting and using IP generated within the University environment; securing revenue opportunities for created IP (using the University's knowledge and resources); and exploiting/licensing created IP. It also details recognising and rewarding creator(s) of IPR.
- 1.3 This policy applies to all forms of IP (in any format and in any media), including the creation of IP contributed jointly with or on behalf of the University, by all Employees, Students, Partner Colleges and other Associated Parties.
- 1.4 This policy does not apply to IP created by Employees and Students that does not relate to their membership of the University, such as where an employee elects to undertake Consultancy in a private capacity (see the [Consultancy Policy](#) for further guidance).
- 1.5 This policy does not cover the use of copyright materials owned by Associated Parties, such as that relating to personal study or research purposes.

# 2 Governance and Management

- 2.1 The Research and Enterprise Directorate is responsible for this Policy's implementation, the University's IP management strategy, co-ordinating its commercialisation and its communication to the University's Members.
- 2.2 The IP Authorising Group is a subsidiary of the Research and Enterprise Directorate. The IP Authorising Group has responsibility for reviewing requests for commercialisation support. Their remit includes consideration of the financial implications and assignment of IPR (if this is not automatic, see paragraph 7).
- 2.3 Membership consists of: Vice-Chancellor or Director of Enterprise and Research relevant Head of School advised by the Research Governance and Excellence Manager and a member of the Finance Directorate.

- 2.4 Section 13 sets out the process in the event of a dispute about IP issues, such as around IP ownership or inventorship of IP.

### 3 Definitions

- 3.1 “**Intellectual Property**” or “**IP**” means:

- 3.1.1 all inventions or innovation capable of protection, including:

- 3.1.1.1 patents;
- 3.1.1.2 registered and unregistered trade marks;
- 3.1.1.3 registered and unregistered designs and design rights;
- 3.1.1.4 University-commissioned works;
- 3.1.1.5 computer software (including preparatory design material for a computer program), firmware, courseware and related materials;
- 3.1.1.6 databases, tables and compilations;
- 3.1.1.7 commercially exploitable knowledge and know-how, including technical information, knowledge and skills, being all forms of intellectual assets;
- 3.1.1.8 literary works and associated materials, including all performance related rights;
- 3.1.1.9 other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, typographical arrangements, multimedia works, photographs and drawings, whether in a digital or hard copy format;
- 3.1.1.10 brand names, images and symbols;
- 3.1.1.11 the Buckinghamshire New University name and logo.
- 3.1.1.12 all copyrights, including in literary, musical, dramatic and artistic works, software, distance learning course materials, material circulated electronically: e.g. via the internet, and the University Name and Logo.

These terms may be defined differently depending on the particular contract that governs the particular project.

- 3.2 The term “**Teaching Materials**” means any materials (physical or otherwise) used as part of teaching and learning on programmes or modules delivered at the University.

This includes, but is not limited to lecture hand-outs, presentations, guides, textbooks, study notes and films.

- 3.3 The term **“Scholarly Works”** means works produced in the furtherance of an academic career. This includes but is not limited to articles in journals, conference papers, books, contributions to books, articles, films, sound recordings, and study notes, and shall be construed in the light of the common understanding of the phrase in higher education.
- 3.4 The term **“Legislation”** means all Legislation relevant to IP, including but not limited to the Patents Act 1977; the Copyright, Designs and Patents Act 1988; the Trade Marks Act 1994; the Intellectual Property Act 2014; and other related IP legislation.
- 3.5 The term **“Employees”** means anyone with a contract of employment at the University. For the purpose of this policy, the term ‘employees’ extends to visiting researchers, visiting professors and emeritus professors in so far as they may generate IP with more than incidental use of University resources (see paragraph 4.3).
- 3.6 The term **“Students”** means all Students registered on undergraduate, postgraduate taught and postgraduate research programmes. If a student is also an employee of the University and generates IP in their capacity as an employee, they are treated as an employee. If the IP is generated in their capacity as a student, they are treated as a student.
- 3.7 The term **“Partner Colleges”** means Students of the University who are studying at partner colleges. These students are covered by this policy as Students but employees of partner colleges are not.
- 3.8 The term **“Associated Parties”** means those individuals who are not Employees or Students. This includes but is not limited to subsidiary companies, consultants, contractors, spin-out companies, and research sponsors.
- 3.9 The term **“Members”** means all governors, Employees and Students.
- 3.10 The term **“Outside Body”** means a company, public sector or private sector or charitable funding body, another university or educational organisation or similar third party.
- 3.11 The term **“Originator”** means the inventor, author or creator of the idea.
- 3.12 The term **“University Resources”** means University, or subsidiary company, funding (other than the salary paid to an employee or general bursary provided to a student, but including paid sabbatical leave), facilities and resources including equipment, internet access,

space, light, heat and power, or the time of another employee or student of the University or subsidiary company, or the licensed use of the University's name in the promotion of the work.

## **4 Ownership of IP**

### **Employees**

- 4.1 In accordance with the Legislation relating to IP, there is a general presumption that all forms of IP, including innovations which are capable of being commercialised, created by Employees during the course of normal duties will belong to the University.
- 4.2 IP created by an Employee is owned by the University as follows:
- i. automatically, if the work leading to the creation of IP is carried out wholly in the course of employment, using University Resources (see definition below in section 3.12) including earmarked University funding and/or other resources;
  - ii. automatically, if the University has commissioned the research or related activity;
  - iii. automatically, in the case of Teaching Materials (see definition below) including e-learning materials;
  - iv. automatically, if the job specification makes it clear that a major part of the Employee's remit is to generate work in a specific field;
  - v. by transfer (by signing an assignment agreement), if the work leading to the creation of the IP is carried out partly or wholly outside employment, but with more than incidental use of University Resources (see definition below in section 4.3)
  - vi. by prior agreement, if the work leading to the creation of IP is carried out within a programme or project sponsored by an Outside Body (see definition above) and if the terms of agreement of such sponsorship assign the rights to the University; otherwise the IP rights remain with the Outside Body.
  - vii. by mutual or negotiated agreement in other cases.

- 4.3 “More than incidental use of the University’s Resources” means that University funds have been used either directly or indirectly to support the work. For example where teaching by, and discussions with, academic employees and/or the use of unpublished research and consultancy, and/or regular use of phones, photocopiers, computers, software or other equipment have aided the research. Use of the University library is not included in the definition since the published works held there are available to all employees and students and are generally in the public domain. Use of the University’s name may or may not be included in the definition depending on the extent of use.
- 4.4 For the avoidance of doubt, it follows from paragraphs 4.1 to 4.3 above that, if the IP has been created solely in the unpaid time of the Employee without ‘more than incidental use of the University’s resources’, the IP rights remain with the Employee unless otherwise agreed. Similarly, under the terms of the employment contract for academic employees, if the Employee and University agree by mutual consent or negotiate a position whereby the University waives its rights, the IP rights may transfer (be assigned) to the employee.
- 4.5 In all cases relating to paragraphs 4.1 to 4.3 above, the statutory (employer to employee provisions) Sections 39 to 43 of the Patents Act 1977 apply as does the academic employment contract of the University in respect of academic employees.

### **Scholarly works**

- 4.6 In the case of Scholarly Works (see definition above), the University waives its IP rights by contractual agreement (that is, the standard contract of employment for academic employees), unless:
- i. the Employee has generated the Scholarly Works at the express request of the University and has used earmarked University funding, including paid sabbatical leave; and/or
  - ii. the nature of the Employee’s job means that they are predominantly paid to produce such material;
  - iii. the material has been judged likely to harm the University’s reputation, in the opinion of the University’s Vice-Chancellor and Chief Executive;
  - iv. the material could be used to economic advantage by a competitor, in the opinion of the University’s Vice-Chancellor and Chief Executive; or

- v. there is substantial use of the University's name.
- 4.7 In the case of Teaching Materials, the University waives its IP rights by contractual agreement (that is, the standard contract of employment for academic employees), unless:
- i. the materials produced by you in the course of your employment are for the purposes of the curriculum of a course run by the University and produced, used or disseminated by the University, as well as the outcomes from research specifically funded and supported by the University.
- 4.8 Further to paragraphs 4.1 to 4.6 above, unless specifically agreed otherwise in writing between the Employee and the University, the University has a worldwide, irrevocable, non-transferable, royalty-free, non-exclusive, sublicensable licence to use the Employee IP, works and/or copy materials for the agreed purpose of educational, academic, research or other not for profit or promotional purposes.
- 4.9 Employees must ensure that they negotiate these principles into agreements with other universities or parties for whom they carry out work which may result in IP creation. Also to ensure that the rights of those universities and other third party rights are not infringed. Employees will be supported by the University in this.
- 4.10 Employees are required to sign any document that the University reasonably requests in order to protect the IPR of the University under paragraphs 4.1 to 4.8 above and confirm the provisions of this IP Policy.
- 4.11 Employees who terminate their employment with the University carry forward only the IPR that they owned prior to their employment with the University (subject to any written agreement/s to the contrary). Where the University owns the IPR over any unpublished material it should be assigned to the *BNU Knowledge Archive* when the Employee leaves, if this has not already been done.

## **Students**

- 4.12 IP created by a Student in the course of their academic studies and/or research own that IP in their own right.
- 4.13 Exceptions to this include (but are not limited to):
- i. A sponsored studentship where the sponsor has a claim on IP arising from the terms of the sponsorship.

- ii. Where the Student participates in a project funded or initiated by an Outside Body, in which the contract with the Outside Body affects the IP arising from the project.
- iii. Where a specific agreement has been made between the Student and the University to the contrary (e.g. the Student has used University facilities and resources through an agreement with the University that it shall own all or part of the resulting IP).
- iv. Where the Student generates IP resulting from collaboration or work with an Employee of the university working in the course of his or her employment.
- v. Where a Student is also registered as an employee, and the IP relates to works produced in the course of their employment, the employee status takes precedence for the purposes of this Policy (see paragraphs 4.1 and 4.2).
- vi. If a Student wishes to apply for BNU support in the exploitation and commercialisation of their IP, at an early stage the Student is asked to assign their IPR to the University so that the economic benefits can be shared; this includes IP generated outside a University taught or research programme but with more than incidental use of the University's resources (see paragraph 4.3 above).
- vii. If the Student creates IP using equipment or facilities, which are themselves subject to copyright restrictions, the Student complies with the restrictions and this section overrides paragraphs 4.11 to 4.12 in whole or in part.

4.14 Further to paragraph 4.11 to 4.12 above, unless specifically agreed otherwise in writing between the Student and the University, the University has a world-wide, irrevocable, non-transferable, royalty-free, non-exclusive, sublicensable licence to use the Student IP, works and/or copy materials for the agreed purpose of educational, academic, research or other not for profit or promotional purposes.

## Third Parties

- 4.15 Third parties, such as the Associated Parties, may work with the University and be involved in the creation of IP in conjunction with or on behalf of the University. Unless specified to the contrary in this policy, the University will seek to retain ownership in the IP produced by Associated Parties that is created in the course of their engagement at the University.
- 4.16 Contracts with Associated Parties should explicitly state that the IP in any work they produce, including the copyright, shall belong to the University. If this cannot be agreed, the relevant contract should state that as a minimum, the Associated Party gives the University a worldwide, irrevocable, non-transferable, royalty-free, non-exclusive, sublicensable licence to use the works and copy materials.

## 5 Identification and protection of IP

### Types of protection available

- 5.1 The table below provides an overview of the types of legal protection available for IP rights:

Type of protection	Registration required
<b>Design rights</b> Automatic property rights that apply to the production of a 3D physical article (a product). If registered, the registration may be renewed every 5 years up to a maximum of 25 years.	An eligible design may be registered by applying for design protection with the UK Intellectual Property Office.
<b>Patents</b> Concepts and inventions in any academic sphere, including creative arts, which are brand new (novel) and are capable of industrial application. They must be registered in the UK with the UK Intellectual Property Office and only when registered is a monopoly over the exploitation of the invention granted to the originator.	Registration required with the UK Intellectual Property Office.

<p><b>Copyright</b></p> <p>An automatic property right that applies to original written, graphical, musical or other artistic works or derivative works relating to them including visual recordings or software which is committed to writing or otherwise produced in tangible form (including electronic format).</p>	<p>Automatic right (No need to be registered).</p>
<p><b>Trademarks</b></p> <p>Distinguishing “marks” which are capable of being graphically represented and which identify the owner’s business specifically. They are to do with branding, image, reputation and ownership of the business. They may be registered at the UK Intellectual Property Office, and if successfully registered may be renewed every 10 years forever. In order to support unregistered trade mark rights and so registering is a sensible option.</p>	<p>Registration required with the UK Intellectual Property Office.</p> <p>If a trademark is used for a significant period of time but not registered, then it may acquire unregistered trademark rights. However, acquired reputation in the trademark would need to be established.</p>
<p><b>Know-how and trade secrets</b></p> <p>Know-how is any knowledge, or technical or commercial information not covered by other IP definitions.</p>	<p>It is not necessarily always defined as IP and may or may not be capable of bestowing exclusive property rights on the Originator.</p>
<p><b>Domain name</b></p> <p>A unique identifier for a particular internet site located on a particular server.</p>	<p>Required to purchase a domain name through a chosen domain name registrar.</p>

## Identification of exploitable IP

5.2 Where the creator(s) generate IP, which they believe may be potentially exploitable, they should:

- i. Discuss this with the Head of School and the Research and Enterprise Directorate.
- ii. Keep their work confidential, both within the University and externally until they recorded the date of creation of their IP, registered or otherwise protected it and are ready to exploit their IPR.
- iii. Complete the IP (Ideas) disclosure form (Appendix 3).
- iv. If support is agreed, assist the University in the application for registering the IP rights and assist with the prosecution of the same. This includes executing all documents and carrying out all acts necessary to obtain the acceptance of and procure the grant of the application of such IP rights.

### **Producing evidence of ownership**

- 5.3 Detailed records of work should be maintained in order to prove ownership. All drafts and early work should be retained and have a clear digital date or signature showing when created. It is advisable to maintain a clear timeline of the creation and development of the IP to prove the date of creation and ownership of the IP.

## **6 Authorisation of University support and assignment of IP**

- 6.1 The IP Authorising Group will establish ownership of IP, whether to protect or commercially exploit it and how to do so.
- 6.2 The IP Authorising Group *either*:
- **authorises** University support and provisionally assigns the IP.
  - **declines to authorise** University support in which case any IP rights are interpreted as remaining with the Originator or the University in line with paragraph 4 of this Policy and procedures.
- 6.3 If the University declines to authorise and you wish to apply for Patent yourself, you must inform the IP Authorising Group of your intention to do so. Within a reasonable period of time following such notification the University must tell you whether it would object to your proposed application.

## **7 Assignment of IP**

### **By Students to the University**

- 7.1 Where the circumstances set out in paragraph 4.12 arise in relation to IP created by Students, the Student will be required to sign a confidentiality and IP agreement prior to commencement of the work. This agreement will:
- 7.1.1 Set out strict confidentiality obligations on the Student in respect of University IP;
  - 7.1.2 Assign ownership of the IP to the University if and when requested;
  - 7.1.3 Ensure non-disclosure agreements are in place with Associated Parties before commencement of discussions relating to University IP; and
  - 7.1.4 Not assign/licence any University IP rights to Associated Parties.

### **Assignment of University IP to Employees, or Associated Parties**

- 7.2 The University requires all Employees to maintain strict confidentiality with respect to University IP. This also involves Employees entering into a non-disclosure agreements before discussing matters relating to University IP with Associated Parties. This non-disclosure agreement will be put together by the Research and Enterprise Office, for the Associated Parties' consideration.
- 7.3 The University may, at its own discretion, assign its IP rights to Employees, Students or Associated Parties for the purpose of sponsoring research, subsidiary companies or spin-out companies. It may also enter into an agreement to allow its IP to be used by the creators of it.
- 7.4 Where it chooses to assign its IP rights, this will normally only be where there is clear evidence the IP is of no other benefit to the University and is not related to other IP which the University has interest in. The assignment will also be subject to an agreement, including the requirement to share generated revenue resulting from the IP commercialisation (following the formula in paragraph 9). The University will not carry out the IP assignment where the IP commercialisation may bring the University's name into disrepute, e.g. through previous association.

- 7.5 Employees are prohibited from assigning or licensing rights in University IP to Associated Parties. Where an Employee is looking to assign or licence such rights, the Employee must request this transfer of rights in the first instance from the Director of Research and Enterprise.

## **8 Commercialisation of IP**

- 8.1 Recognising the benefits of exploiting its IP for the benefit of itself and its Employees, the University is committed to IP exploitation and commercialisation. This may involve avenues such as licensing, joint ventures or setting up spin-out companies. The Research Office will manage the IP exploitation.
- 8.2 In deciding to exploit the IP, the University will evaluate the potential of the IP as quickly as possible, taking into consideration the wider community benefits. It will, however, reserve its discretion in determining the strategy and follow its own process of investigation/evaluation to determine the commercialisation strategy.
- 8.3 The University does not have pre-determined time limits on the time taken to determine the strategy, although it may enter into such time-bound arrangements at its discretion. As a general rule, the University undertakes to keep each case under regular review (and at least once per annum).
- 8.4 As noted below, it may consider (at its discretion) sharing the financial rewards from the IP commercialisation venture.

## **9 Rewards model**

- 9.1 Where the University has commercialised its IP, it may, at its discretion, reward the creator(s) involved in the research and/or commercialisation for their contribution to the University. This reward may also be extended to the School to which the IP had been generated.
- 9.2 The financial rewards model below applies to both Employees and Students and does not rest on any decision about ownership of the IP in an Idea.
- 9.3 The University reserves the right to negotiate different terms from those below and will normally do so when Outside Bodies are involved or when the case is complex and shared

between a number of people who are responsible for origination. It is also the case that this section of the Policy does not override the academic employment contract.

9.4 Subject to any agreement with Outside Bodies, the Originator is entitled to Rewards as indicated in the following table and they are paid annually during the commercialisation period.

Net cumulative *return (NCR)	Originator's reward (% of NCR)	University share (% of NCR)
£1K to £100K	60%	40%
£100K and above	40%	60%

\*net cumulative return is the money received by the University in relation to exploitation of the relevant IP minus payment of fees, royalties, tax, travel, raw materials, production, development costs, legal fees, expenses of registration or other protection, employer's NI and pension contributions, overhead charge.

## 10 Plagiarism or copyright infringement

10.1 Any person bound by this policy and provisions within it must alert the Research and Enterprise Directorate immediately on suspecting or becoming aware of any infringement of IP rights being either:

- Infringement of IP rights owned by the University, or
- The University's infringement of IP rights owned by a third party.

10.2 In the case of actual or suspected infringement of third party IP rights, any person bound by this policy must comply with the [Academic Integrity Policy](#). This policy outlines the procedures for investigation.

## 11 Breach of Regulations

11.1 The University reserves the right to regard a deliberate breach of the IP Policy or Regulations as a disciplinary matter for Employees and Students and will be treated under normal procedures.

- 11.2 The University may, at its discretion, consider all avenues available to it, including legal action, seeking injunction and damages or otherwise, in respect of persons bound by the IP Policy but who act in breach of them.

## **12 On leaving the University**

- 12.1 Persons bound by this policy shall continue to acknowledge and attribute the University's IP rights created during their period of employment or study 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 IP concerned.
- 12.2 All entitlements and obligations arising under this policy continue after the individual's relationship with the University ceases.

## **13 Disputes**

- 13.1 Where assignment of IP leads to a dispute, the employee may use the [Staff Grievance Procedure](#), the student may use the [Student Complaints Procedure](#)

## **14 Legal considerations**

- 14.1 IP rights vary in domestic law according to each territory across the world. Where international IP issues are concerned, special legal advice may be sought via the University Secretary's office. Normally the policy and procedures above will be interpreted within the framework of English law.
- 14.2 The University's guidelines on the multiple reproduction of copyrighted materials for teaching purposes and the single copying of documents for research and private study should be followed at all times. Advice may be sought from the library.



## Appendix 1: One-way confidentiality agreement

This is a generic simple confidentiality agreement which may be adapted for specific purposes and activities such as research, enterprise, postgraduate teaching and research degree supervision, undergraduate teaching, generation of all forms of intellectual property (IP), information given at formal meetings and other University activities. In itself the agreement does not claim IP for the University or assign any IP to the University. Where applicable, it should be read in conjunction with the University's IP - policy and procedures.

**This Agreement** is made with an effective date of \_\_\_\_\_ (day month, year)

between:

**Buckinghamshire New University**, a higher education corporation, whose administrative offices are at Queen Alexandra Road, High Wycombe, Bucks, HP11 2JZ (the "University")

and

**[Recipient's name]**, of \_\_\_\_\_ (full address) (the "Recipient").

This agreement governs the receipt of confidential information from the University by an individual.

**In consideration of disclosure of the Confidential Information (as defined below) by the University to the Recipient, the Recipient hereby agrees to the following:**

- 1 To keep confidential all information disclosed to the Recipient by ..... through the University [for the purpose of] [relating to] ..... ("Confidential Information") without express written consent except as required by law.
- 2 The above confidentiality obligation shall apply without time limit until the Recipient receives formal written notification to the contrary from [an authorised officer] [the University].
- 3 Confidential Information, for the purposes of this agreement will not include:
  - a) information already in the Recipient's possession at the time of receipt (as evidenced by written records);



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- b) information which at the time of disclosure is available to the public other than as a result of a breach of this agreement by the Recipient; and
- c) information received by a third party under no obligation of confidence to the University other than as a result of a breach of this agreement by the Recipient.

4 This Agreement will be governed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

Signed by the Recipient: .....

Signed by an authorised representative of the University: .....



## Appendix 2: Two-way confidentiality/non disclosure agreement

This is a mutual confidentiality agreement which may be adapted for specific purposes, but which applies in particular to activities which may generate a competitive advantage and/or any form of intellectual property and which is made between the University and a company, another university or other outside body.

**This Agreement** is made with an effective date of [day month, year]

between:

**Buckinghamshire New University**, a higher education corporation, whose administrative offices are at Queen Alexandra Road, High Wycombe, Bucks, HP11 2JZ (the “University”)

and

**[Company’s/University’s/other body’s full name],**

Either: a company registered in [England] under number [.....], whose registered office is at [.....] (the “Contracting Party”)

Or: whose administrative offices are at [full address].

### Background and Definitions

- a The parties wish to discuss a potential [collaborative research project] [business arrangement] and it is likely that either or both of the parties will find it necessary to disclose Confidential Information (as defined below) to the other party. The parties have agreed that such Confidential Information will be disclosed between them in confidence subject to the terms of this Agreement.
- b For the purposes of this Agreement, the term ‘Confidential Information’ is defined as each party’s confidential information including any written documents, illustrations, drawings, diagrams, technical notes and any other such materials disclosed by each party to the other which by their nature may reasonably be considered to be confidential information, all intellectual property in such materials and know-how disclosed by that party to the other for the Specified Purpose of this Agreement.
- c For the purposes of this Agreement, the term ‘Specified Purpose’ is defined as the purpose of [evaluating the possibility of the University and the Company/University/outside body



working together to exploit the development of.....] [or insert alternative purpose for disclosure].

## **The parties agree as follows:**

### **1 Confidentiality**

- 1.1 Neither party will, before the expiry of not less than [3][5][7][10] years after the [date of this Agreement] [its receipt of any of the other party's Confidential Information], disclose to any third party, nor use for any purpose except the Specified Purpose, any of the other party's Confidential Information, subject to the terms of this Agreement. For this period, each party hereby undertakes and agrees to keep all Confidential Information of the other party secret and confidential.
- 1.2 Neither party will be in breach of any obligation to keep any information confidential or any obligation not to disclose any information to any other party to the extent that it:
  - 1.2.1 is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality of the other party;
  - 1.2.2 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
  - 1.2.3 has been obtained prior to this Agreement by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;
  - 1.2.4 has been independently developed by the party making the disclosure prior to obtaining it from the other party; or
  - 1.2.5 is approved for release in writing by an authorised officer of the other party.
- 1.3 If the University receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is the Contracting Party's Confidential Information, it will notify the Contracting Party and will consult with the Contracting Party prior to releasing any such Confidential Information of the Contracting Party. The Contracting Party will respond to the University within 10 Days after receiving the University's notice if that notice requests the Contracting Party to provide information to assist the University to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.



## 2 Intellectual Property Rights

- 2.1 Nothing in this Agreement grants any licence or right to use the Confidential Information or any copyright, trade marks, design right, patents or other intellectual property rights which may subsist in the Confidential Information, other than as required for the Specified Purpose.
- 2.2 Neither party will remove any proprietary notices relating to copyright, trade secret, confidentiality or other legal subject matter from any of the other party's Confidential Information.

## 3 Term

- 3.1 Subject to clause 1.1, this Agreement will continue indefinitely notwithstanding the conclusion of the discussions between the parties.
- 3.2 On conclusion of the discussions between the parties, each will, at the other's request:
  - 3.2.1 return or destroy the other's Confidential Information in its possession, custody or control without retaining any copies (whether in digital or hard copy format); and
  - 3.2.2 confirm in writing that the above has been done without retaining any copies (whether in digital or hard copy format).

## 4 Governing Law

This Agreement will be governed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

**Signed** for and on behalf of the University: **Signed** for and on behalf of the Contracting Party:

Name

Name

Position

Position

Signature

Signature



Date received	
Reference No.	

### Appendix 3: IP (Ideas) disclosure form

This form will be used to ascertain the facts relating to any idea in which Intellectual Property (IP) may subsist. It provides an additional dated reference in support of other notebooks and records concerning when the work was created. The information provided in this form will be treated as confidential and will be used for the sole purpose of assessing the potential for protecting and commercialising the disclosed IP.

Do not divulge any details of your invention to anyone unless they are bound by a confidentiality agreement (see Intellectual Property policy and procedures appendices 1 and 2).

#### Personal details

Name:	
School/ Directorate:	
BNU status	employee <input type="checkbox"/> Student <input type="checkbox"/>

#### Other contributors

List any other individuals who have made an active contribution to the IP

1	Name	
	Affiliation	
	Nature of contribution	
2	Name	
	Affiliation	
	Nature of contribution	
3	Name	
	Affiliation	

	Nature of contribution	
--	------------------------	--

### Details of IP (idea)

Title or name of IP (idea):	
Time period	<i>Detail the time period have you been working on the ideas that led to the IP? Is the IP fully documented (in notebooks etc)?</i>
Description of IP	

### External Resources

Details of any external funding including grants, contracts and studentships or equipment/other resources owned by a third party used in connection with this work.

### Internal Resources

Detail:

- internal funding including grants, sabbatical leave, equipment purchased;
- use you have made of University resources such as equipment, materials and discussions with University employees and students.

### Past Disclosure / Publication

Have details of the IP been disclosed in public or published in any form?  Yes  No

If 'yes', give details and, where appropriate, attach copies of any publications

### Future Publication

Are any publications or other forms of disclosure planned? Yes  No

If 'yes', give details

## Commercialisation

Detail:

The markets you think the IP will find most success;

Commercial benefits of the IP

If the IP requires further support before the can be commercially exploited provide details of the development work and resources required to support

## Background Information

List results of any searches of existing competing products or existing conflicting IP (attach further information as necessary) and any searches of the UK IP registers (including patent register, design right register and trademark register):

## Declaration

I declare that the information given is true, to the best of my knowledge, at the time of writing.

Idea Originator/Inventor's signature:

Date:

## IP Authorising Group Decision

BNU support authorised/ not authorised

Date:

Panel comments:

Detail of BNU support agreed:



## Appendix 4: Memorandum of Understanding

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Dated: [MONTH] [YEAR]

- (1) BUCKINGHAMSHIRE NEW UNIVERSITY
  - (2) NAME OF OTHER PARTY
- 

**MEMORANDUM OF UNDERSTANDING** regarding the development of an academic collaboration

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This Memorandum of Understanding is made on XX [Month] 202X

**BETWEEN**

- (1) **BUCKINGHAMSHIRE NEW UNIVERSITY**, a higher education institution whose address is at High Wycombe Campus, Queen Alexandra, Road High, Wycombe, HP11 2JZ United Kingdom (“**BNU**”);
- (2) **FULL NAME OF OTHER PARTY** whose registered office is Full Address;
- (3) **FULL NAME OF OTHER PARTY** whose registered office is Full Address;

who may together hereafter be referred to as the “**Parties**” or in the singular as a “**Party**”.

**BACKGROUND:**

- (A) The Parties recognise that there is the potential for great benefit in launching a Project to develop XXXXX.
- (B) The Parties wish to set out in this Memorandum of Understanding the basis on which they will collaborate with each other on the Project.

**AGREED TERMS**

**5 DEFINITIONS AND INTERPRETATION**

- 5.1 In this Memorandum of Understanding (unless the context otherwise requires) defined words or expressions will have the meanings set out in Schedule 1 and:
  - 5.1.1 references to clauses and Schedules are references to the clauses and Schedules of this Memorandum of Understanding and references to paragraphs are to the paragraphs of the relevant Schedule;
  - 5.1.2 the Schedules form part of this Memorandum of Understanding and shall have effect as if set out in full in the body of this Memorandum of Understanding and any reference to this Memorandum of Understanding includes the Schedules;
  - 5.1.3 unless the context otherwise provides, words in the singular include the plural and vice versa, a reference to a person includes a reference to

natural persons, corporate bodies and unincorporated bodies (whether or not having separate legal personality), and a reference to one gender includes a reference to the other gender;

5.1.4 a reference to any statute or statutory provision is a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated (whether before, on or after the date of the Memorandum of Understanding), and to all statutory instruments or orders or other subordinate legislation made pursuant to it from time to time.

## **6 TERM**

6.1 This Memorandum of Understanding is entered into on the date set out above.

6.2 This Memorandum of Understanding shall remain in force until the earliest of:

6.2.1 the Parties signing a formal Academic Collaboration Agreement in accordance with the requirements of the Project; or

6.2.2 both Parties agreeing in writing that the Memorandum be terminated; or

6.2.3 eighteen (18) calendar months elapsing from the date upon which this agreement is entered into.

## **7 SCOPE OF THE RELATIONSHIP**

7.1 This clause is not legally binding.

7.2 The Parties have agreed to work together on the Project.

## **8 INTELLECTUAL PROPERTY RIGHTS**

8.1 The Parties agree that (as between the two of them) BNU IPR shall remain the exclusive property of BNU (or its licensors) and PARTY IPR shall remain the exclusive property of PARTY (or its licensors), and that save as expressly provided in this Memorandum of Understanding neither BNU nor PARTY shall obtain any rights under or in connection with this Memorandum of Understanding in respect of, respectively, PARTY IPR or BNU IPR.

- 8.2 Subject to the provisions of clause 4.3, BNU shall be the sole owner of any Intellectual Property Rights subsisting in or relating to any work and materials which BNU creates or develops in connection with the Project ("BNU Project IPR"), and PARTY shall be the sole owner of any Intellectual Property Rights subsisting in any work and materials which PARTY creates or develops in connection with the Project ("PARTY Project IPR").
- 8.3 Where work or materials are created jointly by both Parties in connection with the Project, Intellectual Property Rights subsisting in such work or materials shall be jointly owned by the Parties ("Joint Project IPR"). Each Party shall have the right to use Joint Project IPR for the purposes of carrying out its responsibilities under this Memorandum of Understanding but for no other purposes (including after the termination of this Memorandum of Understanding) without the prior written permission of the other Party.
- 8.4 All outputs will credit the joint Intellectual Property ownership of the parties.

## **9 CONFIDENTIALITY**

- 9.1 All Confidential Information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") under or in connection with this Memorandum of Understanding shall remain the property of the Disclosing Party and shall be treated by the Receiving Party as confidential.
- 9.2 The Receiving Party shall not during the term of this Memorandum of Understanding or thereafter use any of the Disclosing Party's Confidential Information or disclose any such Confidential Information to any third party save to the extent as may be reasonably necessary for the fulfilment of the Receiving Party's duties and obligations under this Memorandum of Understanding. Before any such disclosure is made, the Receiving Party shall make such persons aware of the obligations of confidentiality under this Memorandum of Understanding and shall obtain an appropriate undertaking as to confidentiality from such persons.
- 9.3 The Receiving Party's obligations under clauses 5.1 and 5.2 shall cease to apply to:
- 9.3.1 any such Confidential Information which is or becomes available to the public generally other than through a breach of this clause;

- 9.3.2 any such Confidential Information which the Receiving Party can prove was lawfully known to the Receiving Party at the time of receipt from the Disclosing Party and not subject to any existing obligations of confidentiality;
  - 9.3.3 any such Confidential Information that was lawfully received from a third party without restriction or breach of any obligation of confidentiality;
  - 9.3.4 any disclosure of Confidential Information pursuant to a judicial or other lawful government order; and
  - 9.3.5 any disclosure of Confidential Information to enable the Receiving Party to comply with the information disclosure obligations contained in FOIA or the EIR.
- 9.4 Neither Party shall, without the other Party's prior written permission, disclose, publicise or publish any of the terms or content of this Memorandum of Understanding, other than as provided by clauses 5.3.4 and/or 5.3.5.

## **10 FREEDOM OF INFORMATION**

- 10.1 Each Party acknowledges that the other Party is or may be subject to the requirements of the FOIA and/the EIR and each Party shall assist and co-operate with the other Party (on request and at each Party's own expense) to enable the other Party to comply with the Information disclosure and/or EIR requirements imposed on it by the FOIA and/or the EIR.
- 10.2 Where a Party receives a Request for Information (the "Receiving Party") which relates in any way to this Memorandum of Understanding, or to Information which it has received from the other Party it shall use all reasonable endeavours to notify the other Party within three (3) Working Days of receipt of such Request for Information.
- 10.3 The Parties acknowledge and agree that the Receiving Party shall be responsible for determining in its absolute discretion whether the Confidential Information or Commercially Sensitive Information of the other Party held by it or on its behalf:
- 10.3.1 is exempt from disclosure under FOIA and/or the EIR as the case may be; or

10.3.2 is to be disclosed in response to a Request for Information.

10.4 Notwithstanding clause 6.3 above, if a Receiving Party in receipt of the Request for Information decides that it is obliged to disclose Confidential Information or Commercially Sensitive Information of the other Party in response to such Request for Information, it shall notify the other Party of that decision at least two (2) Working Days before disclosure (insofar as it is lawful for the Receiving Party to do so).

## **11 CONSEQUENCES OF TERMINATION**

11.1 The provisions of this Memorandum of Understanding which expressly or by implication are intended to remain in force after its termination shall remain in full force and effect.

11.2 Termination of this Memorandum of Understanding shall not affect the accrued rights, remedies, obligations or liabilities of either Party existing at termination.

## **12 STATUS**

12.1 This Memorandum of Understanding is intended to be legally binding, except for clause 3 and Schedule **Error! Reference source not found.**, neither of which is intended to be legally binding and to create legal rights or obligations between the Parties.

12.2 Nothing in this Memorandum of Understanding is intended to create, or shall be deemed to create, a legal partnership or joint venture or relationship of employer and employee between the Parties, nor constitute either Party the agent of the other nor authorise either Party to make or enter into any commitments for or on behalf of the other except as expressly provided herein.

## **13 COSTS**

13.1 Each Party shall be responsible for their own costs and expenses incurred in complying with their obligations under this Memorandum of Understanding and preparation of any agreement or other documents contemplated by it.

## **14 VARIATION**

14.1 No variation of this Memorandum of Understanding shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **15 LAW AND JURISDICTION**

- 15.1 This Memorandum of Understanding, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 15.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Memorandum of Understanding or its subject matter or formation (including non-contractual disputes or claims).

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## SCHEDULE 1

### Definitions and Interpretations

- “BNU IPR”** means all Intellectual Property Rights owned by or licensed to the BNU prior to the date of this Memorandum of Understanding, together with all Intellectual Property Rights owned by the BNU that arise or are created independently of the Project on or after the date of this Memorandum of Understanding;
- “Commercially Sensitive Information”** means any Information:
- (a) the unauthorised disclosure of which would be likely to prejudice the commercial interests of either Party; or
  - (b) that constitutes a trade secret of either Party;
- “Confidential Information”** means any data and other Information provided or disclosed by either Party to the other Party (whether before, on or after the date of this Memorandum of Understanding and whether provided in writing, orally or otherwise) that is designated in writing as confidential, stated to be confidential, or that ought reasonably to be considered as confidential in the circumstances of disclosure;
- “PARTY IPR”** means all Intellectual Property Rights owned by or licensed to PARTY prior to the date of this Memorandum of Understanding, together with all Intellectual Property Rights owned by or licensed to PARTY that arise or are created independently

of the Project on or after the date of this Memorandum of Understanding;

**“EIR”** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

**“Information”** means information recorded in any form;

**“Intellectual Property”** all intellectual and proprietary works including all patents, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), trade secrets, Confidential Information, moral rights, database rights, topography rights (in each case the full period thereof and all extensions and renewals thereof), all rights in any of the foregoing, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country;

**“Intellectual Property Rights”** means all intellectual property rights throughout the world for the full term of the rights

concerned, whether or not registered and whether or not registrable, including copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, registered and unregistered designs, trade marks (including business and brand names, domain names, devices and logos) and the right to apply for any of the foregoing anywhere In the world;

**“Party”**

means either of the parties to this Memorandum of Understanding and “Parties” means both of the parties to this Memorandum of Understanding;

**“Project”**

means the project as set out in Schedule **Error! Reference source not found.** to this Memorandum of Understanding;

**“Requests for Information”**

means a request for Information made (or deemed to be made in accordance with the FOIA or the EIR as the case may be) under the FOIA or the EIR;

**“Working Day”**

means Mondays through Fridays but shall not include Saturdays, Sundays or public bank holidays as prescribed in England and Wales.

## SCHEDULE 2

**This Schedule is not legally binding.**

### The Project

Aims and Objectives

Obligations of both Parties

Obligations of BNU

Obligations of PARTY

Add in acknowledgements

This **Memorandum of Understanding** has been entered into on the date at the beginning of it.

**SIGNED by** \_\_\_\_\_ )

duly authorised to sign for and on behalf of )

**BUCKINGHAMSHIRE NEW UNIVERSITY** )

**SIGNED by** \_\_\_\_\_ )

duly authorised to sign for and on behalf of )

**FULL NAME OF ORGANISATION** \_\_\_\_\_ )

## Appendix: Equality Impact Assessment

As a university, we are committed to enhancing equality, diversity and inclusion (EDI). We have a legal (Equality Act 2010) and ethical obligation to ensure our policies, systems and processes are fair, inclusive and ensure every member of the BNU community can thrive.

Whilst we all have protected characteristics, we know there are certain characteristics and communities that are marginalised and underrepresented in Higher Education and the workplace. These are: different ethnicities (including Gypsy, Roma, Traveller, Showmen and Boaters, migrants, refugees and asylum seekers) Disabled individuals; neurodiverse individuals; pregnancy (including maternity and paternity impact); the LGBT+ community; carers; people of different faiths; people impacted by menopause and individuals from a range of backgrounds including: socio-economic disadvantage, homeless, alcohol and/or substance misuse, people experiencing domestic and/or sexual violence, ex-armed forces, looked after children and care leavers. We also know individuals have multiple intersectional experiences and different points in their lives and careers.

**1. With reference to the above characteristics, in what ways does this policy enhance equality and the access of opportunity at BNU?**

This policy uses the most up to date template and will be publicly available via BNU's website. This ensures that it fully complies with BNU accessibility requirements and is available to all members of the BNU community.

**2. In what ways does the policy adversely impact individuals from marginalised and underrepresented communities?**

This policy does not adversely impact individuals from marginalised and underrepresented communities in any way.

**3. How does this proposal work towards achieving the BNU Equality Objectives as outlined in the [Equality Strategy 2023-2028](#)? Please signpost objectives and actions in the BNU Equality Strategy.**

This policy aligns with 'Priority one: Involve and empower our community'; it provides the mechanism for staff and students to be able to access BNU support for the commercialisation of ideas, where appropriate.

This policy also aligns with 'Priority three: Build a university community where people can be themselves'; It does not distinguish individuals from marginalised and underrepresented communities in any way and is designed to support and promote the the impact of our work.

**Signed:**

**Name:**

**Date:**



Prof. Florin Ioras

26/04/24



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