



Finance and Commercial.

FINANCIAL REGULATIONS SUPPLEMENTARY INFORMATION

SIA 11

Intellectual Property (Ownership, Protection, Exploitation)

1. In the UK the ownership of intellectual property rights is governed by legislation, (paramount amongst these are the Patents Act 1977 and the Copyright, Designs and Patents Act 1988), and the terms of any relevant contracts (including those between the University and its employees and students, and with the sponsors of research or consultancy). In general, intellectual property rights created by the University's employees shall be owned by the University. The University will normally assert its rights of ownership to patentable inventions and to computer software protectable by copyright but undertakes to reward staff as described below.
2. The University waives its right to the ownership of intellectual property rights relating to the publication of books and articles written by employees except in abnormal circumstances, which may include where the employee undertakes the work as a commercial proposition using identifiable University resources (including the time of the employee involved) or where the revenue generated is substantial and may be related in part to the employee's connection with the University.
3. A member of staff requiring a ruling on the application of this Regulation shall consult [Research Services Impact & IP Team](#).
4. At all times employees shall ensure that confidentiality is maintained so that inadvertent discussion or premature publishing does not jeopardise the University's ability to protect or to exploit intellectual property. Confidentiality Agreements will be routinely used to govern contracts with external organisations and require an authorised University signatory. Members of staff shall make no commitment regarding ownership of intellectual property rights without the prior approval of the [Research Services Impact & IP Team](#).
5. In order to help maximise the commercialisation of intellectual property, the University has entered into an agreement with IP Group. The agreement gives IP Group exclusive rights to commercialise intellectual property where such intellectual property is owned wholly or in part by the University. IP Group are the University of Sheffield's preferred partner for Medical intellectual property.

6. If IP Group decides not to take up their rights to commercialise the intellectual property, then the [Research Services Impact & IP Team](#), will discuss with the, employee the offer of a licence to the intellectual property with appropriate terms and conditions, which may include the employee bearing all future costs and all risks, making initial and continuing royalty payments and the recovery of previously incurred costs relating to the protection of the intellectual property.
7. Inventors shall not instruct patent agents or incur any other costs associated with the protection of intellectual property without the authorisation of the [Research Services Impact & IP Team](#).
8. Details of the arrangements for sharing the income from licensing IP can be found [here](#) on the Research Services Impact & IP Team web pages.
9. Any proposed agreement with an employee or external party shall be signed on behalf of the University by the Authorised Financial Officer or by another member of Research and Innovation Services duly authorised to do so by the Authorised Financial Officer.