

# SOAS Intellectual Property Policy: Summary

SOAS's Intellectual Property (IP) Policy defines the rights and responsibilities of SOAS, its staff and students in respect of the IP which they create and use, to ensure that IP is employed in a manner which is mutually beneficial and protects legal rights. This summary (which is not part of the Policy) highlights the Policy's key points, and will help members of SOAS to understand the Policy.

## Who owns intellectual property?

- SOAS owns the IP which its staff create in the course of their employment with the School, in accordance with copyright legislation and the intellectual property clauses in staff contracts of employment. However, SOAS has granted staff certain rights in respect of research outputs and learning, teaching and course materials (see [What can I do with intellectual property?](#)). SOAS will also share the income from the commercial exploitation of certain types of IP with the staff member who created the IP (see [What can SOAS do with intellectual property?](#)).
- SOAS does not own (and will not attempt to claim ownership) of the IP in students' work, except in specific circumstances set out in the Policy. Primarily, SOAS will own the IP where a work has been produced by a student while working as a SOAS employee (in which case, they are treated like any other employee), or where a work was produced as part of a SOAS research project in which the student was involved alongside members of staff. See [section 14](#) of the Policy for further details.
- SOAS will respect the "moral rights" of staff (such as the right to be identified as the author of a work) in research outputs and learning, teaching and course materials. However, SOAS may modify and combine learning, teaching and course materials to keep them up to date and relevant, and to produce new materials. See [section 5.8](#) and [section 8.4](#) of the Policy for further details.

## What can I do with intellectual property?

- Despite its default ownership of IP, SOAS will not assert its copyright or other intellectual property rights in the normal academic publications of its staff (e.g. books, textbooks, journal articles and conference papers). As far as such works are concerned, staff can enter into publication agreements with publishers and receive the benefits of those agreements (e.g. fees and royalties) in the same way as a copyright owner. See [section 5](#) of the Policy for further details.
- However, when publishing their research, staff must ensure that:

- The method of publication chosen will have the greatest academic impact in their field, and achieve the best possible result for SOAS in research evaluation exercises (see [section 5.2](#)); and
- As far as possible, copies of articles, papers etc must be placed in SOAS's open access repository, [SOAS Research Online](#) (see [section 6](#)).
- Learning, teaching and course materials produced by staff while working at SOAS must not be published or commercially exploited without permission from the School. However, staff may use such materials which they produced themselves for their own teaching and research purposes outside SOAS (including use in future employment), provided:
  - The use is non-commercial; and
  - Any logos or other text or markings which might suggest an association with SOAS are removed.

See [section 8](#) for further details.

- When using works produced by other people inside or outside SOAS ("third party material"), staff and students must ensure that intellectual property rights are respected and that any conditions imposed by the School's copyright licences are met. See [section 13](#) for further details.
- Staff who produce works in the course of their employment which they think are capable of being exploited commercially must inform SOAS, and must not exploit the work without the School's permission (see [section 15](#)). If the School decides to exploit the work commercially, any income from the commercialisation of research outputs or learning, teaching and course materials will be divided between the School and the staff member (see [What can SOAS do with intellectual property?](#)).

## **What can SOAS do with intellectual property?**

- As the IP owner, SOAS can use material produced by staff in the course of their employment for its own purposes, subject to any limitations imposed by the Intellectual Property Policy. The main limitations are that:
  - SOAS will not interfere with the publication by staff of their research outputs, provided the conditions set out in the Policy are met (see [section 5](#));
  - SOAS will consult with the staff affected before commercially exploiting research outputs (see [section 5.7](#));

- The "moral rights" of staff in the works which they produce will be respected, subject to the need to keep learning, teaching and course materials up to date and relevant, and to produce new materials (see [section 5.8](#) and [section 8.4](#)); and
- SOAS will not record lectures, presentations, and performances of dramatic and musical works without the permission of the presenter or performer. However, staff are expected to allow teaching activities to be recorded where a student needs a recording because of a disability (see [section 9](#)).
- SOAS's right to use staff outputs includes the right to commercially exploit the works produced by staff, on its own or in conjunction with other partners. If the work being commercialised is a patented invention, a registered design, research outputs or learning, teaching and course materials, SOAS will divide the net income from the commercialisation with the staff member who produced the work, in accordance with an income sharing scheme (see [section 15](#)).

## **Roles and responsibilities**

- All members of SOAS are responsible for ensuring that they comply with the Intellectual Property Policy in respect of the IP which they create and use while at SOAS.
- SOAS will develop [Procedures for Commercialisation and Income Sharing](#) which will:
  - Define the officers to whom proposals for commercialisation should be directed; and
  - Specify the officers who are responsible for deciding whether IP should be commercialised.
- SOAS's Copyright Officer [currently the Information Compliance Manager] will promote copyright compliance in the SOAS and provide a general source of advice on intellectual property issues.
- SOAS will maintain an Intellectual Property Panel to hear disputes over IP issues (see [section 16](#)).

# SOAS Intellectual Property Policy

## 1. Scope and purpose

1.1 The intellectual property arising from its activities is one of SOAS's most important assets. Equally, SOAS cannot function as a research and teaching institution without using the intellectual property of other organisations and individuals. The effective management of intellectual property is therefore crucial to SOAS's mission and to its sustainability.

1.2 This policy provides a framework for the creation, use and exploitation of intellectual property at SOAS, and applies to all members of the School. It defines the rights and responsibilities of SOAS, its staff and students in relation to intellectual property.

1.3 The objectives of this policy are to:

- Clarify the intellectual property rights of SOAS, its staff and students, thereby avoiding misunderstanding and disputes.
- Support the successful exploitation of intellectual property at SOAS, to the benefit of SOAS and the wider community.
- Support partnerships between SOAS and other organisations which involve the generation of intellectual property.
- Provide incentives for the creation and commercialisation of intellectual property, through income sharing arrangements between SOAS and its staff.
- Preserve, and promote the use and dissemination, of the vital intellectual property asset which is SOAS's research output.
- Confirm SOAS's commitment to protecting the intellectual property rights of others, and the responsibility of staff and students to do so.
- Affirm the freedom of academic staff to publish and disseminate their research.

## 2. Relationship with SOAS strategies

2.1 **Financial Strategy:** intellectual property must be managed effectively to protect its value as an asset, and to allow SOAS and its members to benefit from its use and exploitation. This policy will underpin SOAS's [Financial Strategy](#), by defining the School's right to commercialise and generate revenue from intellectual property in partnership with its staff. The income from intellectual property will help to achieve the Strategy's objective that SOAS should be a financially sustainable institution.

2.2 **Research Strategy:** SOAS's research is crucial to the School's mission and reputation, and is a vital intellectual property asset in its own right. This policy will

support SOAS's [Research Strategy](#) by establishing the rights of the School, its staff and students in relation to research, how research can be used commercially and in consultancy, and the responsibility of academic staff to archive published research in SOAS's open-access repository.

**2.3 Information and Internal Communication Strategy:** the effective management of intellectual property is an essential component of good information management. SOAS's [Information and Internal Communication Strategy](#) commits the School to developing an intellectual property policy, guidance and training, to ensure that the School has an adequate framework in place to protect and exploit its intellectual property.

### 3. Definitions

**3.1 Copyright:** a property right which gives its owner the exclusive right to use a creative work or authorise its use in certain ways: e.g. by copying, disseminating or publishing the work. Copyright does not have to be registered. It is initially owned by the creator ("author") of the work or their employer, and may be passed to others through inheritance, sale or transfer. Copyright normally lasts for the creator's lifetime plus 70 years, although this is subject to many exceptions.

**3.2 Database right:** the exclusive right of the owner to extract and re-use all or a substantial part of the contents of a database, regardless of whether the database or its contents are protected by copyright. A database is a collection of works, data or materials (in any format) which are arranged in a systematic or methodical way, and are accessible by electronic or other means. Database right is owned by the maker of the database or their employer. The "maker" is the person or organisation which took the initiative in obtaining, verifying or presenting the contents of the database and assumed the risk of investing in those actions.

**3.3 Intellectual property:** the corpus of legal rights which includes copyright, database right, moral rights, patents, trade marks, unregistered design right, registered design right, performers' rights and similar areas.

**3.4 Licence:** permission from the owner of intellectual property in a work to use that work in some way which would otherwise be reserved to the owner. The owner retains ownership of the intellectual property in the work. Licences may be exclusive or non-exclusive; an exclusive licence grants the licensee the sole right to use the work in the way specified in the licence for the duration of the licence.

**3.5 Moral rights:** personal rights of the author of a work which are distinct from copyright. Moral rights include the right to be identified as the author of a work; the right to object to derogatory treatment of the work; and the right not to be falsely identified as the author. These rights are limited where the initial owner of copyright in a work is the author's employer. Unless waived, moral rights are retained by the author even if the author no longer owns copyright.

3.6 Patent: a monopoly right, acquired by registration, to make, use and exploit an invention during a period of 20 years (in the United Kingdom). A patent will only be granted for an invention which is new, involves an “inventive step”, and is capable of industrial application. The right to apply for a patent normally belongs to the employer where the invention is produced in the course of an employee’s duties.

3.7 Performers’ rights: the exclusive right of a performer to consent to the recording, broadcast, transmission or use of a performance, and to authorise the reproduction and distribution of copies of the recorded performance. Performances include any dramatic performance, musical performance, or reading or recitation (e.g. a lecture, a presentation). Performers’ rights are distinct from any underlying copyright in the work being performed. Performers’ rights last for 50 years from when the recording of the performance took place or 50 years from when the recording was released.

3.8 Registered design right: the appearance of the whole or part of a product resulting from the features of the lines, contours, colours, shape, texture or materials of the product or its ornamentation can be registered as a registered design. The product must be an industrial or handicraft item. Registered designs are protected for up to 25 years. Where the design was produced by an employee in the course of their employment, the employer is the proprietor of the registered design. Registered design right in commissioned designs belongs to the person or organisation who commissioned the design.

3.9 Sublicence: where the party granted a licence is allowed to grant further licences (“sublicences”) to other parties to use the intellectual property.

3.10 Trade mark: an exclusive badge of origin for goods or services which has to be registered. Registration can be renewed indefinitely, and gives the owner of the trade mark monopoly rights over the mark.

3.11 Unregistered design right: an original design of any aspect of the shape or configuration (internal or external) of the whole or part of an article. Like copyright, unregistered design right is not dependent on formal registration. Protection lasts for 15 years from when the design was first recorded or an article was first made to the design, or 10 years from when the work was first marketed, if the work was marketed within five years from when it was first recorded or made. Unregistered design right is owned by the employer where the design was produced by an employee in the course of their employment. Unregistered design right in commissioned designs belongs to the person or organisation who commissioned the design.

#### **4. Ownership of intellectual property: general provisions**

4.1 SOAS is committed to taking forward the ownership, use and exploitation of intellectual property in partnership with its staff. This policy sets out how that partnership can be achieved.

4.2 Unless specified otherwise in this policy, SOAS will own the intellectual property produced by staff in the course of their employment at SOAS under the following statutory provisions:

- Copyright, Designs and Patents Act 1988 section 11 (in respect of copyright) and section 215 (in respect of unregistered design right);
- Copyright and Rights in Databases Regulations 1997 regulation 14 (in respect of database right);
- Patents Act 1977 section 39 (in respect of inventions);
- Registered Designs Act 1949 section 2 (in respect of registered design right);
- and similar provisions in any related or successor legislation..

4.3 SOAS disclaims any ownership of intellectual property in the works produced by students, and will not require students to assign their intellectual property to SOAS except in very limited circumstances (see [section 14](#)).

## **5. Ownership and publication of research**

5.1 SOAS is committed to freedom of expression in accordance with its [Freedom of Expression Policy](#). SOAS therefore affirms the freedom of its academic staff to publish and to disseminate their research, subject to agreements with funding bodies and other contractual requirements. This freedom is integral to the duty of academic staff to undertake research, publish their results and do all in their power to advance the knowledge of their subject.

5.2 The freedom of academic staff to publish and disseminate their research is accompanied by a responsibility to select a method of publication which achieves the greatest academic impact in their field, and the best result for SOAS in research evaluation exercises such as the RAE and its successors. Where necessary, staff should seek advice from their head of department on the most appropriate method of publication.

5.3 SOAS will not assert copyright or other intellectual property rights in the normal academic publications of its academic staff, such as books, textbooks, journal articles and conference papers. Academic staff are free to enter into negotiations with publishers, sign publication agreements, and receive the benefits of those agreements in the form of fees, royalties etc.

5.4 When entering into agreements with publishers, academic staff are encouraged to reserve their ownership of copyright: e.g. by using the model “licence to publish” for journal articles developed by the JISC and the SURF Foundation.<sup>1</sup> Staff should ensure that publication agreements:

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<sup>1</sup> <http://copyrighttoolbox.surf.nl/copyrighttoolbox/>

- (i) Are consistent with the contractual obligations imposed by research councils, funding bodies etc;
- (ii) Are consistent with SOAS's rights in relation to research (see [section 5.6](#)); and
- (iii) Are consistent, as far as possible, with the obligation to archive research in SOAS's open-access repository (see [section 6](#)).

#### 5.5 Any:

- (i) Commercial exploitation (other than normal academic publication) of research produced by staff in the course of their SOAS employment; or
- (ii) Consultancy by staff for outside parties which uses or builds upon research undertaken by the staff member in their work at SOAS;

must be approved in advance by SOAS in accordance with the School's [Procedures for Commercialisation and Income Sharing](#), and may be subject to income sharing with the School (see [section 15](#)).

#### 5.6 SOAS shall have an irrevocable, royalty-free, non-exclusive, worldwide licence to:

- (i) Use research produced by academic staff in the course of their SOAS employment for its own non-commercial research, teaching and administrative purposes (including providing copies to government, regulatory and quality assurance bodies, and similar agencies);
- (ii) Exploit academic research commercially, on its own or in conjunction with other partners; and
- (iii) Sub-licence the use of research to other partners for commercial purposes or non-commercial research, teaching and administrative purposes.

Staff are responsible for ensuring that these rights of SOAS are drawn to the attention of:

- (i) Publishers, when entering into publication agreements; and
- (ii) Co-authors who are not SOAS staff.

5.7 Any commercial exploitation of research by SOAS (on its own, in conjunction with other partners or through sublicencing arrangements) shall be preceded by consultation with the academic staff member who is the author. The income from commercial exploitation shall be subject to income sharing between SOAS and the staff member in accordance with the School's [Procedures for Commercialisation and Income Sharing](#) (see [section 15](#)).



5.8 SOAS acknowledges the moral rights of academic staff in their published and unpublished research. When using research, SOAS will protect these rights by ensuring that:

- (i) Where staff have been identified as the authors of research, they continue to be identified; and
- (ii) Research is not modified or altered without the author's consent.

5.9 Research by SOAS staff and students must be carried out in accordance with the School's [Research Ethics Policy](#), which has implications for intellectual property rights. In the context of this policy, members of SOAS should note the Research Ethics Policy's requirements that:

- (i) The intellectual property rights of research subjects and fellow researchers (including non-SOAS researchers) must be respected;
- (ii) Appropriate acknowledgement and credit should be given for all contributions to a research project, including recognition in publications and further grant applications;
- (iii) Legal, regulatory and contractual obligations, including obligations to research funders and any conditions imposed as part of the approval of research, must be met.

See the [Research Ethics Policy](#) for further guidance.

## **6. Archiving of research**

6.1 SOAS is committed to an open-access model for the archiving and dissemination of research. SOAS's open-access repository, [SOAS Research Online](#), ensures that research will be preserved in reusable electronic formats, and disseminated via the Internet for the benefit of SOAS and the wider community.

6.2 Academic staff should ensure that their published research is added to SOAS Research Online, except where open-access archiving is prohibited by publication agreements or publishers' policies. Any conditions imposed by publishers (such as embargo periods) must be observed. The Sherpa project has produced databases which summarise the policies of many journal publishers and research funders towards open-access archiving.<sup>2</sup>

6.3 Publishers are increasingly supportive of open-access archiving, but their policies vary: e.g. some permit the archiving of pre-prints (pre-refereed versions of journal articles) but not post-prints (the version after peer review); others permit the

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<sup>2</sup> <http://www.sherpa.ac.uk/romeo.php> (publishers' policies) and <http://www.sherpa.ac.uk/juliet/index.php> (research funders' policies).

archiving of post-prints, but not in the publisher's typography. Staff should therefore ensure that they keep the pre-publication versions of their research so that the appropriate version can be archived. Where a publisher permits either the pre-print or post-print version of a work to be archived, preference should be given to the post-print.

6.4 Academic staff are expected, as far as possible, to select publishers who permit open-access archiving. Failure to add research to an open-access archive may also violate the contract with the research funder. However, SOAS recognizes that selecting a publisher who permits open-access archiving may be difficult in some fields. It is also acknowledged that the need to choose a method of publication which has sufficient academic impact (see [section 5.2](#)) may in some cases require the use of publishers who do not permit open access archiving.

6.5 Staff and (where considered to be appropriate) students are encouraged to add their unpublished research and other similar material to SOAS Research Online. Items added to the repository are subject to the repository's policies and terms and conditions of contribution and use.

## **7. Inventions and designs**

7.1 SOAS has the exclusive right to apply for a patent in any invention or registration of any design produced by staff in the course of their employment at SOAS.

7.2 Staff who believe that they have produced an invention capable of patenting or a design capable of registration must inform the appropriate SOAS officer as soon as possible, in accordance with the School's [Procedures for Commercialisation and Income Sharing](#) (see [section 15](#)). SOAS will inform the staff member within four months whether it intends to proceed with a patent application or application for registration of the design. Where SOAS decides not to do so, SOAS's rights in the invention or design will usually be assigned to the staff member for them to use and exploit as they see fit, unless this would prejudice SOAS's interests or involve competition with the School. Staff should not proceed with any patent application, application for design registration or exploitation of an invention or design unless they have received written confirmation of SOAS's assignment of rights.

7.3 Income from the commercial exploitation of an invention or registered design by SOAS will be divided between SOAS and the staff member who is the inventor or designer in accordance with the School's [Procedures for Commercialisation and Income Sharing](#) (see [section 15](#)).

7.4 Premature publication or disclosure of details of an invention may prevent the granting of a patent, and jeopardise the commercialisation of the invention. Details of inventions and discussions about inventions must therefore be kept strictly confidential until a patent has been granted which, or SOAS has confirmed to the staff member that it does not wish to proceed with a patent application.

## **8. Learning, teaching and course materials**

8.1 SOAS will own any copyright, database right and unregistered design right in learning, teaching and course materials produced by staff in the course of their employment at SOAS: for example, course outlines, reading lists, lecture notes, presentations, handouts, assessments, examination papers, and distance learning and virtual learning materials.

8.2 SOAS grants its staff an irrevocable, royalty-free, non-exclusive, worldwide licence to use learning, teaching and course materials solely authored by them in the course of their employment at SOAS for their own non-commercial teaching and research purposes. This includes use in outside or future employment of a non-commercial teaching or research nature. Staff must ensure that any trade marks, logos, branding or other information which might imply an endorsement by SOAS of their use of the material are removed, unless they are permitted to retain these items by the Head of Marketing (see [section 12](#)). Learning, teaching and course materials must not be published or commercially exploited by staff without permission from SOAS.

8.3 SOAS may exploit learning, teaching and course materials commercially, on its own or in conjunction with other partners. Income from the commercial exploitation of learning, teaching and course materials will be divided between SOAS and the staff member who authored the material in accordance with the School's [Procedures for Commercialisation and Income Sharing](#) (see [section 15](#)).

8.4 Learning, teaching and course materials may have a lifespan which extends well beyond the employment of the staff who produced them. SOAS may need to modify materials to keep them accurate, up-to-date and relevant, and may combine materials to produce new materials. However, SOAS acknowledges the moral rights of staff in learning, teaching and course materials, and will protect those rights by ensuring that where a staff member has been identified on materials as the author:

- (i) They continue to be identified in future uses of the material;
- (ii) Subsequent modifications without the original author's permission are identified as such, by the addition of an appropriate statement; and
- (iii) Authors' names are removed from material if the author requests that this be done, e.g. because the material has been modified or become out of date in a way which the author believes would harm their reputation.

## **9. Performers' rights**

9.1 SOAS recognizes that staff and students will own performers' rights in the delivery of their lectures and presentations, performances of dramatic and musical

works etc. SOAS will not record performances by staff or students or use recordings without the performer's permission.

9.2 To enable SOAS to meet its obligations under disability discrimination legislation, staff are expected to allow their lectures, presentations and other performances connected with teaching activities to be recorded for students who require a recording because of their disability.

## **10. Administrative, marketing, support and commissioned materials**

10.1 SOAS will own copyright, database right and unregistered design right in the following materials produced by staff in the course of their employment at SOAS:

- (i) Administrative materials, such as reports for internal committees and similar bodies, minutes, files, registers, databases about students and staff, financial records, and correspondence relating to SOAS business.
- (ii) Marketing and publicity materials, such as prospectuses, student and staff recruitment material, SOAS websites and SOAS publications.
- (iii) Support materials, such as library and archive catalogues, advice to students and staff, guidance notes, handbooks, policies and procedures.
- (iv) Any material commissioned by SOAS (e.g. as part of special projects) for which SOAS provides additional resources. Where the production of commissioned material involves staff working beyond their normal contracts of employment, the staff member responsible for commissioning the material must ensure that waiver forms assigning intellectual property rights to SOAS are completed by authors before the start of work.

## **11. External consultants and contractors**

11.1 External consultants and contractors will automatically own copyright in what they produce, unless the agreement with them specifies otherwise. Staff involved in negotiating contracts must therefore ensure that SOAS's interests in the outputs from the contract are protected.

11.2 If a consultant or contractor is likely to generate intellectual property which SOAS will need to use, the agreement with them should, as far as possible:

- (i) Assign copyright in the works produced under the contract to SOAS; or
- (ii) Give SOAS a perpetual licence to use the works in ways which meet SOAS's needs.

It is recognized that some service providers (e.g. architects, professional photographers) will insist on retaining copyright in what they produce, as a result of long-standing practice in their area.

## **12. Trade marks, logos and branding**

12.1 SOAS's trade marks, logos and branding help to distinguish SOAS from other institutions, and are important for SOAS's ability to effectively market its services. SOAS's staff and students must not use the School's trade marks, logos or branding in any way which is:

- (i) Derogatory;
- (ii) Infringes SOAS's registered trade marks; or
- (iii) Devalues SOAS's trade marks, logos, branding or reputation.

12.2 Unless permitted by the Head of Marketing, staff and students must not use SOAS's trade marks, logos or branding in connection with any activity not undertaken by SOAS, as this could imply an endorsement by SOAS of the activity.

## **13. Intellectual property compliance and third party rights**

13.1 SOAS is committed to respecting the intellectual property rights of others, and expects its staff and students to do so. This includes compliance with copyright and software licenses entered into by SOAS. SOAS affirms that respect for intellectual property is part of honest academic practice, like appropriate acknowledgement and citation.

13.2 When copying and using third-party material in their learning, teaching and research, staff and students must ensure that they comply with copyright law, this policy and any guidance issued by SOAS. Compliance with copyright law is a condition of use of SOAS's library and IT facilities. Disregard for copyright and other intellectual property rights may lead to withdrawal of SOAS's facilities and disciplinary action.

13.3 SOAS accepts no liability for any infringement of intellectual property rights which results from the publication of works by staff or students, other than works published by SOAS itself. Staff, students and their publishers are responsible for ensuring that their publications comply with all relevant laws and legal rights.

13.4 SOAS will nominate a Copyright Officer [currently the Information Compliance Manager] to promote compliance with intellectual property law, and provide staff and students with appropriate advice, guidance and training. The Copyright Officer

will act as SOAS's nominated point of contact with copyright licensing bodies such as the Copyright Licensing Agency.

## 14. Intellectual property and students' work

14.1 SOAS recognizes that students will normally own the intellectual property in the works which they produce in the course of their studies, such as essays, theses, dissertations and independent study projects. Subject to SOAS's [Freedom of Expression Policy](#), students may publish their works and do not require SOAS's permission to do so. SOAS will not require students to assign their intellectual property to SOAS, except as set out in section 14.2(iv).

14.2 There are some circumstances in which students will not own the intellectual property in the works which they produce:

- (i) Where the student is also an employee of SOAS, works produced in the course of their employment will be treated in the same way as works produced by other SOAS employees (SOAS will normally own the copyright).
- (ii) Students whose studies are funded by an external sponsor may be subject to agreements which assign intellectual property in the student's work to the sponsor. Students are responsible for ensuring that they meet the terms of these agreements.
- (iii) Students may be invited to participate in projects funded by external bodies, in which the contract with the funder affects the intellectual property arising from the project. In such cases, the student will be treated by SOAS as covered by the contract with the funder, and may be required to sign a written acknowledgement of this.
- (iv) Where a student is invited to participate in a project which builds upon the intellectual property of a member of staff or would involve the creation of joint intellectual property with a member of staff, the student may be required to assign their intellectual property arising from the project to SOAS as a condition of participating. This will enable SOAS to commercialise the results of the project if it chooses to do so. If the income from the commercialisation is subject to income sharing, the student shall be entitled to a share of the net income on the same terms as a member of staff (see [section 15](#)).

14.3 Research by students is subject to the School's [Research Ethics Policy](#), which has implications for intellectual property rights (see [section 5](#)). Postgraduate research students are also subject to the University of London's regulations regarding the deposit of copies of successful MPhil and PhD theses.<sup>3</sup>

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<sup>3</sup> *Instructions and notes on submission, format and binding of theses submitted for the degrees of MPhil, PhD, MD(Res), MD, MS, MDS and DVetMed*, available at [http://www.london.ac.uk/fileadmin/documents/students/postgraduate/binding\\_notes.pdf](http://www.london.ac.uk/fileadmin/documents/students/postgraduate/binding_notes.pdf).

## 15. Commercialisation and income sharing

15.1 As previously indicated, intellectual property is one of SOAS's most valuable assets. It would be negligent and remiss of SOAS not to use this asset in a way which brings the maximum financial benefit to SOAS, helping the School to meet the objectives of its Financial Strategy. SOAS will therefore seek out appropriate opportunities for the commercial exploitation of intellectual property, on its own or in conjunction with other partners.

15.2 SOAS believes that commercialisation will be most effective if done in partnership with its staff. To achieve this, SOAS will implement an income sharing scheme to ensure that staff who have created intellectual property benefit personally from its commercial exploitation. Income sharing will encourage staff to create commercially valuable intellectual property, and to bring forward proposals for its commercialisation. In respect of inventions, income sharing will meet the requirement of the Patents Act that employee inventors should receive a fair reward for patented inventions which bring an outstanding benefit to their employer.

15.3 SOAS will develop [Procedures for Commercialisation and Income Sharing](#) which will be approved by Executive Board, and will be reviewed by Executive Board from time to time. These procedures will implement the income sharing scheme, which will be based on the following principles:

- (i) Staff who have created intellectual property which they believe is capable of commercialisation should report this as soon as possible to the appropriate SOAS officer, in accordance with the procedures for commercialisation and income sharing. SOAS will inform the staff member within four months whether it intends to proceed with commercialisation of the intellectual property. Where SOAS decides not to do so, the staff member will usually be given a non-exclusive, revocable licence to proceed with commercialisation themselves and to retain the benefits thereof, provided this would not prejudice SOAS's interests or involve competition with the School (see section 7 regarding inventions and registered designs). **Staff must not proceed to commercially exploit intellectual property themselves unless they have received written permission from SOAS.**
- (ii) The income sharing scheme will apply to patented inventions, registered designs, research, and learning, teaching and course materials which are exploited commercially by SOAS. The scheme may be extended to other categories of material at SOAS's discretion.
- (iii) Income sharing will be applied to net income after all costs associated with commercialisation (such as the cost of patent applications, or setting up spin-off companies) have been met. Net income will be shared between the staff member who created the intellectual property, the staff member's faculty (or department, for staff not based in a faculty), and the School. Net income will be split into bands. The bands and the proportions within each band for

dividing income will be set in the commercialisation and income sharing procedures, and reviewed by Executive Board from time to time.

- (iv) Where SOAS commercialises intellectual property in conjunction with one or more outside partners, or through sublicensing arrangements, income sharing shall apply only to SOAS's net income from the partnership or sublicense.
- (v) Where the intellectual property being commercialised was created by more than one staff member, the staff concerned shall be responsible for agreeing among themselves how the employee's share of the net income shall be divided. If the creators are unable to agree, the case will be referred to the Intellectual Property Panel which will determine how the employee's share shall be divided.

## **16. Dispute resolution procedures**

16.1 SOAS will appoint an Intellectual Property Panel whose remit will be to hear and determine disputes over intellectual property between students, between staff, between students and staff, and between students or staff and SOAS. The Panel will comprise a Dean (appointed by the Director), acting as chair; a senior member of academic staff (appointed by the Director); and SOAS's Copyright Officer, acting as secretary. Where one or more of the parties to a dispute is a student, the SOAS Students' Union will be asked to nominate a further member of the Panel.

16.2 Decisions by the Panel may be appealed to the Pro-Director.

16.3 Procedures for the submission of cases to the Panel and appeals to the Pro-Director, and for hearing and determining cases and appeals, will be approved separately by Executive Board.