

Intellectual Property

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A. Purpose and Scope

1. In accordance with its Charter and Objects to be a centre of excellence in research and teaching relating to Asia, Africa and the Middle East, and as a knowledge-based organisation, the School of Oriental and African Studies, University of London (SOAS) produces and uses knowledge and intellectual property (IP). The effective management of IP is crucial to SOAS's mission and to its academic and economic sustainability.
2. As part of its mission, SOAS wishes to make available the knowledge that it generates for the widest possible access, directly and through partnerships. Partnerships will typically require equitable sharing and use of IP.
3. SOAS is committed to ensuring that, subject to the terms and conditions of any external funding, IP rights resulting from work carried out by SOAS members of staff, students and visitors are used collaboratively to support SOAS's mission, in accordance with SOAS's legal obligations, and for the benefit of SOAS, the creators of that work and society-at-large and that the benefits of their use are shared fairly.
4. This Policy applies to all members of SOAS: staff in the course of their employment, students in the course of their studies and visitors in the course of their visiting arrangements.
5. The contract of employment or other written agreement with each Member of Staff, Student or Visitor will include a provision obliging the Member of Staff, Student or Visitor to comply with this Policy. The Policy continues to apply after an individual has ceased to be a Member of Staff, Student or Visitor in relation to IP that was generated while the individual was a Member of Staff, Student or Visitor.
6. The principles underpinning this Policy are those of research integrity, the recognition of the rights of others, collaborative scholarship, the interests of students, balance and reciprocity.

7. Intellectual property is a complex and technical subject. The terminology and some of the expressions used in this policy are defined in Appendix 2.

B. Responsibilities and Third Party Rights

8. In acting in the context of and / or on behalf of SOAS, Members of Staff, Students and Visitors have a range of responsibilities as a consequence of creation, ownership or use of IP. They are expected to undertake these responsibilities diligently, respectfully and professionally. The rights and interests of others (e.g. students, research subjects, colleagues, collaborators) must be respected, with acknowledgement and credit given for contributions where permissible.
9. SOAS is committed to respecting the IP rights of others, and expects its Members of Staff, Students and Visitors to do so. This includes compliance with copyright and software licences entered into by SOAS. SOAS affirms that respect for IP is part of honest academic practice, like appropriate acknowledgement and citation.
10. When copying and using third-party material in their learning, teaching, research, enterprise and other activities, Members of Staff, Students and Visitors must ensure that they comply with copyright law and other statutory provisions, 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 IP rights may lead to withdrawal of SOAS's facilities and disciplinary action.
11. SOAS accepts no liability for any infringement of IP rights that results from the publication of works by Members of Staff, Students and Visitors, other than works published by SOAS itself or where SOAS has responsibility under a contractual arrangement. Members of Staff, Students, Visitors and their publishers are responsible for ensuring that their publications comply with all relevant laws and legal rights, unless otherwise defined by a contractual arrangement.
12. This Policy does not affect any duty to comply with the Concordat on Research Integrity, the SOAS Research Ethics Policy, professional codes of practice or other statements of good practice.

C. Ownership of Intellectual Property Created by Members of Staff and Visitors

13. Under the relevant Statutory Provisions, an employer owns the rights in IP created in the course of employment.

14. **Copyright in Scholarly Works and Teaching Materials** SOAS foregoes its right to exercise copyright ownership of scholarly works and teaching materials. Members of Staff and Visitors will own the copyright in their scholarly works and teaching materials where they are created in the course of their employment, engagement or visiting arrangement subject to the provisions of this Policy and any conditions of external funding. In general, SOAS preserves the rights of Members of Staff, Visitors and Students to publish material arising from their research as they see fit.
15. **Teaching Materials** In order to fulfil its Charter and Objects, SOAS needs to secure such IP rights as are necessary to accomplish its research and educational mission. Members of Staff and Visitors hereby grant to SOAS a perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable, worldwide licence to the teaching materials they create at SOAS from the date of their creation or amendment to use and edit. Such use will be through any medium. Members of Staff and Visitors must ensure that any trade marks, logos, branding or other information that might imply an endorsement by SOAS of their use of the materials are removed, unless they are permitted to retain these items by the Head of Marketing (see Section G).
16. **Performer's Rights** Members of Staff and Visitors will own the rights in their performance in any lecture, teaching or training session and performances of dramatic and musical works. In order to fulfil its Charter and Objects, SOAS needs to secure such IP rights as are necessary to accomplish its research and educational mission. Members of Staff and Visitors hereby grant to SOAS a perpetual, irrevocable, exclusive, royalty-free, sub-licensable, worldwide licence to the performances created at SOAS in the course of their employment, and perpetually and irrevocably consent to the making and use of recordings of those performances, from the date of their recording to use, copy, transfer between media, edit for purposes of technical formatting, modify as required by law to meet disability requirements, and distribute through SOAS's teaching platforms or via approved partnerships or agreements.
17. Recordings of lectures or other teaching sessions or recordings of content for educational purposes may be edited for the purposes of technical formatting or assisting students with disabilities as required by law. The recordings may also be used, copied, transferred, edited and / or distributed for the purposes of delivering SOAS's educational curricula to Students and for educational purposes in accordance with Institutional Use, Non-Commercial or Social Use and Commercial Use. The policy and associated procedures for lecture and content recording are set out in the SOAS Recording / Lecture Capture Policy. Student use of recordings is addressed in paragraph 35 below.
18. Recordings of in-person lectures, teaching or training sessions will be retained for up to three years from the date of the recording. Pre-recorded teaching material and teaching material recorded for the purpose of blended, online or distance learning will be retained for up to ten years. Retention beyond these periods will require the explicit agreement of the presenter(s).

19. Recording any lecture, other teaching session or content for a session will involve SOAS collecting and processing personal data. SOAS will process that personal data for the purposes and on the legal bases set out in SOAS's Data Protection Policy and Privacy Notices.
20. **Other Forms of IP** SOAS will own all other forms of IP rights and the IP rights in all other works of Members of Staff and Visitors created in the course of their employment, engagement or visiting arrangement, including primary data, databases (both copyright and database rights), software and all administrative, marketing, support and commissioned materials, as permitted under relevant Statutory Provisions. SOAS also retains the exclusive right to apply for a patent in any invention or registration of any design produced by a Member of Staff in the course of their employment at SOAS.
21. **Research** SOAS shall have a perpetual, irrevocable, non-exclusive, royalty-free, worldwide licence to:
- i) Use research produced by Members of Staff and Visitors in the course of their SOAS employment or engagement for its own research, teaching and administrative purposes (including providing copies to government, regulatory and quality assurance bodies, and similar agencies);
 - ii) Use academic research commercially, on its own or in conjunction with other partners; and
 - iii) Sub-license the use of research to other partners for commercial purposes or non-commercial research, teaching and administrative purposes.
22. Upon acceptance for publication of scholarly works, each Member of Staff or Visitor agrees to grant SOAS a perpetual, non-exclusive, irrevocable, royalty-free, worldwide licence to make manuscripts of their scholarly works publicly available under the terms of a Creative Commons Attribution (CC BY) licence, or a more permissive licence. A copy of the accepted manuscript should be provided to SOAS by depositing it in SOAS Research Online. Members of Staff and Visitors will, when providing the electronic copy of the accepted manuscript, notify SOAS if any rights or permissions needed to make third party or co-authored content in a work publicly available under a Creative Commons Attribution Non-Commercial (CC BY NC) licence have not been secured.
23. **Research Data** If their research data is deposited in a SOAS repository Members of Staff and Visitors will grant SOAS a perpetual, non-exclusive, irrevocable, royalty-free, worldwide licence to archive, preserve, reformat and migrate the research data and, subject to any requests for embargo or restricted access to the research data, to communicate it and make it available according to any licence specified in the deposit process. In making a deposit and granting a licence, Members of Staff and Visitors must have obtained all relevant consents, complied with data protection law, and provided relevant and sufficient information about the research data.
24. Members of Staff and Visitors must respect third party rights in any research or research data they use, or which they deposit with SOAS.

25. Members of Staff and Visitors must not assign IP rights or grant any exclusive licence in any such research data to any publisher or to any other third party without reserving rights to deposit the data in an appropriate data repository in accordance with the requirements of any funder of the research or in a SOAS repository and to make it available for reuse under an appropriate licence.
26. **Visiting Speakers** The IP rights in the content of any lectures or talk given by an external or visiting speaker who is not a Visitor under this Policy will be owned by that speaker. Copyright in any recording of a lecture or talk will belong to SOAS. Speakers will be asked to sign the Speaker/Contributor Release Form before giving their lecture or talk to grant SOAS a licence to use the lecture or talk in accordance with the Creative Commons Attribution-Non Commercial-No Derivatives 4.0 International licence.
27. **Joint Appointments** For Members of Staff with joint appointments, agreement about ownership of IP should be reached at time of appointment by SOAS (through Human Resources, the Library, and Research & Knowledge Exchange Services) and the external organisation(s) concerned.
28. **Part-Time Contracts** Members of Staff on part-time contracts of employment should be careful that they do not breach this Policy or their SOAS contract of employment in their use of any IP generated in the course of their SOAS employment. Members of Staff who act in a self-employed capacity or via a personal services company should be similarly alert.

D. Ownership of Intellectual Property Created by Students

29. **General** Students are not employees, and hence are not subject to the relevant Statutory Provisions in the same way as employees. SOAS recognises that Students will normally own the IP in the works that they produce in the course of their studies, such as essays, theses, dissertations, performances, recordings and independent study projects, and in their extra-curricular activities. Subject to SOAS's Freedom of Speech Policy, Students may publish their works and do not require SOAS's permission to do so, but should observe the provisions of paragraphs 20 to 24. SOAS will not require Students to assign their IP to SOAS, except as set out in paragraph 31.
30. This Policy applies to Students registered at SOAS, whoever is their supervisor or academic advisor. Students registered elsewhere and whose supervisors or academic advisors include SOAS Members of Staff are not subject to this Policy.
31. Where a Student is also a Member of Staff, the IP position will be that of a Member of Staff if they have created the IP in the course of their employment.

32. **Exceptions** There are some circumstances in which Students may not own the IP in the works that they produce:
- i) Students whose studies are funded by an external sponsor may be subject to agreements that require the assignment of the IP in the Student's work to the sponsor or to SOAS. Students are responsible for ensuring that they meet the terms of these agreements.
 - ii) Students may be invited to participate in projects funded by external bodies, in which the contract with the funder affects the IP 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 and to assign their IP to the funder or to SOAS.
 - iii) Where a Student is invited to participate in a project that builds upon the IP of SOAS or of a Member of Staff or would involve the creation of joint IP with a Member of Staff, the student may be required to assign their IP 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 Sections J.1 and L).
33. **Licence to SOAS** Where Students do not assign their IP rights to SOAS, Students grant to SOAS a perpetual, irrevocable, non-exclusive, royalty-free, worldwide licence to copy and use any materials created by them in the course of their studies for the purposes of research, teaching and other uses of any of SOAS's IP rights or confidential information including the creation of student model questions, answers or dissertations, in any media of SOAS's choosing, but excluding for Commercial Use. Any use will be anonymised.
34. **Research** Research by Students is subject to the School's [Research Ethics Policy](#), which has implications for IP rights. Postgraduate research students are also subject to the University of London's regulations regarding the deposit of copies of successful MPhil and PhD theses¹. Student research and any theses or publications must respect duties of confidentiality and the IP rights of third parties.
35. **Use of Recordings** Students are permitted to use recordings of lectures and other teaching or training sessions for personal use solely in order to pursue their studies at SOAS. In addition to recordings made available by SOAS, and with the permission of the lecturer concerned, Students may make personal audio (not video) recordings on the understanding that the content and performance of the lecture, teaching or training session remains the IP of SOAS and the presenter and must be deleted at the end of the course. Students with an approved student disability plan should be granted permission to make personal recordings. Where a Student's disability requires that a reasonable adjustment be made, such recordings may be shared for transcription

¹ *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

purposes. Apart from this, such personal recordings are not permitted to be shared, transmitted or uploaded.

E. Intellectual Property Created in the Context of External Relationships

36. The terms of any contract or agreement between SOAS and an external organisation or other third party relating to IP rights will prevail over anything to the contrary in this Policy.
37. SOAS may agree such terms with funders, sponsors, collaborators and customers as it sees fit but SOAS will usually endeavour to negotiate terms that allow:
- i) SOAS to use the results of the project for the purposes of achieving its Charter and Objects and complying with its charitable duties;
 - ii) Members of Staff and Students to publish or otherwise disseminate the results of the research, preferably on an open access basis; and
 - iii) Students to deposit theses and dissertations in the SOAS Library on SOAS's usual terms for the same;

subject to arrangements to keep any work or any results of the project confidential while steps are taken to protect IP rights or to agree commercialisation or other usage arrangements.

38. SOAS may enter into agreements with consultants, contractors and other service providers. The terms of those agreements will determine the ownership of and rights to use IP rights.
39. SOAS may agree such terms with consultants, contractors and other service providers as it sees fit but SOAS will usually endeavour to negotiate terms which provide for SOAS:
- i) Owning the IP rights (including proprietary performer's rights) in any work created specifically for SOAS by any consultant, contractor or service provider;
 - ii) To receive a waiver of moral rights and non-proprietary performer's rights; and
 - iii) To have a royalty-free, worldwide licence to use (with the right to sub-license) any pre-existing IP rights including, without limitation, third party rights used by the consultant, contractor or service provider in rendering services to SOAS.

F. Moral Rights

40. Creators of literary, dramatic, musical and artistic works and film, and some performances, have moral rights irrespective of who owns the IP rights in those works.
41. Learning, teaching and course materials may have a lifespan which extends well beyond the employment or engagement of the Member of Staff or Visitor 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 Members of Staff and Visitors in teaching materials, and will protect those rights by ensuring that where a Member of Staff or Visitor 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 that the author believes would harm their reputation.
42. SOAS acknowledges the moral rights of Members of Staff, Students and Visitors in their published and unpublished research. When using research, SOAS will, wherever possible, protect these rights by ensuring that:
 - i) Where Members of Staff, Students and Visitors 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.
43. Members of Staff, Students and Visitors will not generally hold any moral rights in administrative, marketing, support and commissioned materials.
44. Members of Staff, Students and Visitors will generally be required to waive their right to be identified as an author where SOAS publishes commentaries from examiners or academic peer reviews. They may be requested, such consent not to be unreasonably withheld, to waive their moral rights or right to object to derogatory treatment where a waiver is required by a person or organisation to whom SOAS is licensing or assigning IP rights, or in the context of updating licensed teaching materials without their future involvement.

G. The Use of the SOAS Name, Trade Marks, Logos and Branding

45. SOAS has the exclusive right to use its name, logo, and any associated marks, designs or domain names.

46. Members of Staff, Students and Visitors may use the SOAS name and logo in the normal course of their employment, study or visiting arrangement at SOAS, including in any formal collaborations. In all other cases (e.g. Individual Use), Members of Staff, Students and Visitors must seek permission from the Head of Marketing to use any of SOAS's name, logo, marks, designs or domain names. In particular, the SOAS name, logo, marks, designs or domain names must not be used on work undertaken on a private basis.
47. Where SOAS's name, logo, marks, designs or domain names are legitimately used, they must not be used in any way that is derogatory, infringes SOAS's registered trade marks, or devalues SOAS's trade marks, logos, branding or reputation.
48. Use of SOAS's name, logo, marks, designs or domain names must be ended when the individual ceases to be a Member of Staff, Student or Visitor, unless otherwise agreed in writing by the Head of Marketing.

H. Inventions and Designs

49. SOAS has the exclusive right to apply for a patent in any invention or registration of any design produced by a Member of Staff in the course of their employment at SOAS.
50. Members of Staff who believe that they have produced an invention capable of patenting or a design capable of registration must inform the Director of Research & Knowledge Exchange as soon as possible. SOAS will inform the Member of Staff 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 Member of Staff for them to use and exploit as they see fit, unless this would prejudice SOAS's interests or involve competition with SOAS. Members of Staff should not proceed with any patent application, application for design registration or private use of an invention or design unless they have received written confirmation of SOAS's assignment of rights.
51. 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 application has been made, or SOAS has confirmed to the Member of Staff that it does not wish to proceed with a patent application.

I. Confidential Information

52. Know-how, data and other information can be a valuable asset. It may be generated as part of a research project, or transferred into and out of SOAS. All members of staff are required to maintain the confidentiality of SOAS's information, and to respect third-party information where it is subject to any confidentiality or use restrictions.

53. Any discussion of or involving confidential information should only be held once a confidentiality agreement has been signed by a duly authorised officer.
54. Individuals (Members of Staff, Students, Visitors or others) may be required to sign confidentiality undertakings for a specific project, where required, in particular as part of the conditions of external funding for that project.

J. Acceptable Use of Intellectual Property

55. As set out in previous sections, the IP generated through activity at SOAS is owned by a range of parties (Members of Staff, Students, Visitors and SOAS), with licences to use between those parties in some cases.
56. **Categories of Use** The use of IP falls into four categories: institutional use, individual use, commercial use, and non-commercial or social use. Each of these brings value to SOAS, and helps to maximise the societal benefit derived from the IP created at SOAS. Translation into practice, in whatever form, may only be possible by enabling the use by others of SOAS's IP. Partners or users of SOAS's IP include commercial, not-for-profit, social and governmental bodies. Appropriate protection and management of IP may be necessary regardless of the route to or form of use, in order to protect the value of the IP.
57. Institutional Use is where SOAS makes use of the IP in support of its Charter and Objects and charitable purpose. This includes:
 - The use of research IP, teaching materials and know-how in the institution's accredited educational provision, including undergraduate and postgraduate taught programmes and modules and summer schools
 - The use of research IP, teaching materials and know-how in the institution's non-credit-bearing short courses
 - The use of research IP and know-how for further research and other related activities, including in collaborations
 - The use of research IP and know-how in knowledge exchange, enterprise or other service activities
 - The use of teaching materials and know-how in a partnership arrangement with another charitable or not-for-profit educational organisation
 - The use of curated materials and images in institutional activities, including research, teaching and learning, promotion and public access
58. Individual Use is where the IP is used by a Member of Staff, Student or Visitor for their financial or other benefit, with no involvement of SOAS. This includes:
 - Assignment or license of IP for publication or other form of controlled access for a fee (e.g. upfront and / or royalty payment) or for free
 - Use of know-how for a fee as private consultancy
 - Donation of know-how for free or for a nominal honorarium
 - Use of know-how and teaching materials for a fee as private educational or training provision, including through another educational institution, an NGO or

a commercial organisation

59. Commercial Use is where SOAS agrees with a commercial organisation that they can make use of the IP, for their business purposes and financial benefit. This includes:
- Assignment or license of IP for publication or other form of controlled access for a fee (e.g. upfront and / or royalty payment) or for free
 - Assignment or license of IP to a company (new or existing) for a fee (e.g. milestone or royalty payments) and / or for equity
 - Provision of know-how via a service agreement or secondment
 - Use (i.e. licensing) of materials in a partnership arrangement with a commercial organisation, involving a revenue-sharing agreement; this might include use of know-how via a service agreement or secondment
 - Delivery of educational content by one or more individuals via the other organisation under a service contract
60. Non-Commercial or Social Use is where SOAS agrees with a non-profit organisation that they can make use of the IP, for their organisational purposes and the non-profit benefit of others. This includes:
- Assignment or license of IP to a not-for-profit organisation (including charities, social enterprises and community interest companies), government or public body
 - Donation of know-how for free or for a nominal sum
 - Provision of know-how via a service agreement or secondment
 - Use (i.e. licensing) of materials in a partnership arrangement with a not-for-profit organisation
 - Public free access to materials and images
61. **Obligations** All use of IP created at SOAS must be consistent with legal and contractual obligations, funding agreements, research and professional integrity, and relevant codes of practice.
62. **Decision-making** Decisions about and agreements relating to Institutional Use, Non-Commercial or Social Use, or Commercial Use may only be taken or approved by SOAS or with SOAS's permission. In some cases, they may also require the agreement of the funder of the original research.
63. In making decisions to license or assign IP in teaching materials and / or recorded content in the context of formal partnerships (both Institutional Use and Non-Commercial or Social Use) and in any Commercial Use arrangements, SOAS will operate a deliberative process to ensure appropriate use. Such process will be the responsibility of the Provost.
64. **Notification of Rights** Members of Staff, Students and Visitors are responsible for ensuring that SOAS's rights are drawn to the attention of publishers when entering into publishing agreements, to co-authors who are not Members of Staff, Students or Visitors, and to any private clients with whom they engage. When acting in a private capacity, Members of Staff, Students or Visitors should make this clear to their client,

and that SOAS has no responsibility or liability for their actions and is not granting them any rights to its IP.

65. **Partnerships** To secure the most effective use of the IP, SOAS may enter into partnerships with other organisations (commercial and non-commercial) to use or develop its IP, and may assign the IP or grant licences to other parties for them to use the IP. SOAS may agree such terms with assignees and licensees as it sees fit but SOAS will usually endeavour to negotiate terms that:

- i) provide SOAS with a fair return for the assignment or licence;
- ii) allow SOAS to use the IP rights for the purposes of achieving its Charter and Objects and complying with its charitable duties, including ensuring its financial sustainability;
- iii) allow Members of Staff and Students to publish or otherwise disseminate the results of research, preferably on an open access basis; and
- iv) allow Students to deposit theses and dissertations in the SOAS Library on SOAS's usual terms for the same,

subject to arrangements to keep any work confidential while steps are taken to protect IP rights or to agree development, use or other arrangements. Agreements will also require reasonable efforts by the other party to use the IP.

66. SOAS may agree to partnerships in which rights are assigned or licensed on terms favourable to the partner as part of its strategic commitment to equitable international partnerships.
67. **Due Diligence** Appropriate due diligence processes will be applied before agreements are approved in order to ensure that rights of third parties are not affected or that appropriate consents have been obtained. This includes that there has been no public disclosure of key or confidential information, the disclosure of which undermines the agreement. SOAS retains the right not to pursue the Commercial Use or Non-Commercial or Social Use of IP where it believes the case has been compromised or has insufficient value.
68. **Conflicts of Interest** Members of Staff, Students and Visitors must report any conflict of interest between, on the one hand, the interests of SOAS and, on the other hand, that individual's personal, professional or business interests (and those of their relatives and business associates) so that they may be appropriately managed in accordance with SOAS's Personal Relationships Code of Conduct.

J.1 Income Arising from Use of Research Intellectual Property

69. Where SOAS agrees to assign or licence IP created by research or derived from a scholarly work (Research IP) for Commercial Use, the net income will be shared with the creator(s) (i.e. Member(s) of Staff, Student(s) or Visitor(s)) according to the schedule in Appendix 1.

70. Where SOAS agrees to provide education, research or other services through another form of contract, any income distribution will be subject to the policy covering that area of activity.
71. Students may choose to use the services of SOAS to enable the Commercial, Non-Commercial or Social Use of the IP that they have created and own, subject to terms that will be negotiated between SOAS and the Student concerned. In general, a Student will be subject to the same benefits and provisions as a Member of Staff.

J.2 Dealings with Spin-out and Start-up Companies

72. Any interactions between SOAS and a spin-out or start-up company must be at arm's length, to ensure charity, competition, and state aid rules are met, along with SOAS's policy on conflicts of interest. Additionally, in general, such companies should not operate from SOAS premises, except under a specific licence to occupy, which would normally be in a defined incubator space.
73. Members of Staff who are creators of IP that has been licensed or assigned to a spin-out or start-up company are permitted to provide services to the company (either as a non-executive director of the company or simply as an advisor), subject to SOAS's normal policy on external professional activities. Creators may be seconded to the spin-out company, subject to the normal contracting and approval processes, and in particular that the secondment is subject in all cases to the full recovery of cost (including the use of SOAS facilities and services).

J.3 Remedies for Inappropriate Use of IP

74. SOAS may take such action as it decides if it discovers that its IP rights have been infringed, that its rights of confidence have been breached or that there is a threat that they will be infringed or breached. However, SOAS is not obligated to take legal action if it is of the view that any remedy in law it is likely to get will be unsatisfactory due to the amount, time, risk or reputation cost involved in taking that legal action. Where SOAS does not take legal action, it does not mean that SOAS is waiving its right to legal action.

K. Responsibilities

75. The SOAS Board of Trustees is responsible for approving this Policy and any material amendments or updates to it. The Executive Board can approve any non-material changes. Material changes relate to matters of ownership, licenses, scope and income distribution. Non-material changes relate to clarity of wording and procedural matters.
76. Responsibility for implementing this Policy rests with the Provost, who may delegate that responsibility.
77. If there is an individual dispute concerning this Policy, SOAS's interpretation or any of the matters contained or referred to in this Policy, that dispute, if it cannot be resolved amicably, will be referred, in the first instance, to the Chief Operating Officer who may refer it to an independent third party for resolution, including, without limitation, mediation

through the Centre for Effective Dispute Resolution or the use of an independent arbitrator.

L. [Appendix 1: Income-Sharing and Equity Distribution from Commercial Use of Research IP](#)

78. The decision as to whether or not a creator is eligible to receive a share of revenues from the Commercial Use of a work or any equity in a spin-out company will be determined by their contribution to the creation of the IP rights, as set out in the relevant UK law governing the subject.
79. In the case of patentable inventions, only those individuals who have made an inventive contribution identified in a pending patent application or issued patent will be considered eligible.
80. An individual who was previously identified as an inventor on a pending patent application, but is no longer so identified because a change in the claims of the patent application necessitated a change in the named inventors on that application, may still be entitled to receive a share of revenues or any equity in a spin-out company, provided that all named inventors on that pending patent application agree in writing to their inclusion.
81. Income-sharing will apply to net income received by SOAS from assigning or licensing IP for Commercial Use or the sale of relevant equity, after the deduction of:
 - i) any and all expenses incurred by SOAS in connection with the filing, prosecution and maintenance of the IP rights;
 - ii) any and all legal fees incurred by SOAS in connection with the creation, ownership and commercialisation, use, defence and enforcement of the work or the IP rights in it;
 - iii) any and all expenditure by SOAS on insurance relating to the maintenance and enforcement of the IP rights;
 - iv) any and all revenue shares payable to third parties, such as funders, sponsors and collaborators;
 - v) any and all other costs and expenses incurred by SOAS in connection with any of the following: the creation, ownership and commercialisation, use, defence and enforcement of the work and the IP rights in it, but excluding any expenses which have been covered by external funding including by grants such as HEIF; and
 - vi) any and all other expense incurred by SOAS and agreed between SOAS and the creators of the work.
82. SOAS will keep a record of all expenses associated with each project.

83. After these costs have been covered, net income will be divided between the creators of the IP, their department, and SOAS, according to the proportions set out in Table 1 below, which are cumulative.

Net income (£)	Creator(s)	Department(s)	SOAS Research and Knowledge Exchange Development Fund	SOAS
Up to £10,000	95%	5%	0%	0%
£10,001-£50,000	55%	15%	15%	15%
£50,001-£150,000	35%	25%	15%	25%
£150,001+	30%	25%	15%	30%

Table 1: Net Income Distribution from Assignment or Licensing of Research IP

84. Where SOAS commercialises IP in conjunction with one or more external partners, or through sublicensing arrangements, income sharing shall apply only to SOAS's net income from the partnership or sublicense.
85. Where the IP being commercialised was created by more than one Member of Staff, Student or Visitor, the individuals concerned shall be responsible for agreeing among themselves how the creators' share of the net income shall be divided. In making that decision they must comply with SOAS's Research Ethics Policy and Personal Relationships Code of Conduct.
86. The revenue sharing arrangements set out in this Policy will continue after a creator has ceased to be a Member of Staff, Student or Visitor, and are heritable. SOAS will not be obliged to pay any revenue share to any Member of Staff, Student or Visitor, or to their estate if that individual or their estate has not provided SOAS with up-to-date contact details and SOAS has made reasonable endeavours to contact them, i.e. up to three attempts using the last address.
87. Members of Staff acknowledge that the share of Net Revenues is just and fair for the purposes of sections 40 to 42 of the Patents Act 1977 or any similar provision in force from time to time in respect of IP rights.
88. Payment of revenue shares will be made annually in arrears, and payments will be made only once a minimum of £100 is due. Payments will be subject to the deduction of income tax and National Insurance contributions, as appropriate.
89. Where it is agreed that a Member of Staff, Student or Visitor will receive equity in a spin-out company, that equity will be in lieu of any revenue share so as to avoid any conflict of interest, except that a Member of Staff, Student or Visitor may, if agreed in writing by SOAS, take both a revenue share and equity where that Member of Staff, Student or Visitor is not involved in the management or running of the spin-out company. That person may still be remunerated by the company for separately contracted advisory or consultancy services, but all such services must be provided through SOAS to ensure conflicts of interest are appropriately managed. If a revenue share is to be taken, it will normally be on the basis of the revenue distribution set out above.

90. The split of equity in a spin-out company, prior to any external investment, will be negotiated on a case-by-case basis, having regard to the respective contributions, commitment and involvement of SOAS and the founders. Typically, SOAS will expect to receive 5-10% of the equity where SOAS is not intended to contribute to the company's development, or 10-20% where there is on-going development and support. SOAS's share in the equity would not normally exceed 20%.
91. SOAS may hold the equity directly or through a subsidiary. SOAS will not hold shares on behalf of a Member of Staff, Student or Visitor.
92. SOAS has an obligation to ensure that spin-out or related companies are run properly and do not act in a way which may damage the reputation of SOAS. To that end SOAS may require that it has an observer on the board of the company or require covenants from the company and its founders.
93. A post-licensing spin-out company must enter into a separate agreement with SOAS if it wishes to benefit from SOAS resources, including access to space, IT resources, and from SOAS personnel including professional service staff and students.

M. [Appendix 2: Definitions](#)

M.1 [Members of SOAS and External Persons](#)

Members of SOAS: Any Member of Staff, Student or Visitor.

Member of Staff: Any employee of SOAS, including academic, research, teaching, professional services, administrative, technical, support and casual staff, fellows, graduate teaching assistants, secondees and Students employed or paid by SOAS to deliver teaching.

Student: Any person enrolled on a degree or diploma module or programme or any other credit-bearing course at SOAS (including joint programmes), or undertaking a non-credit-bearing short course at SOAS (whether in person or virtually), or who is a student visiting from another educational establishment.

Visitor: Any person who has a formally agreed position, such as visiting scholars, practitioners and teachers, emeritus staff, trustees and any other person affiliated or associated with SOAS for the purposes of research, scholarship, teaching, enterprise or governance. Invited visiting speakers are not deemed to be Visitors.

Assignee: An individual or organisation to whom ownership of IP is transferred.

Contractor: Any person or organisation that is contracted to provide goods or services to SOAS.

Licensee: A person or organisation that is granted rights of use of IP.

M.2 Uses of Intellectual Property

Institutional Use: where SOAS makes use of the IP in support of its charitable objectives.

Individual Use: where the IP is used by the Member of Staff, Student or Visitor for their financial or other benefit.

Commercial Use: where another organisation makes use of the IP, for their financial benefit.

Non-Commercial or Social Use: where another organisation makes use of the IP, for the non-profit benefit of others.

M.3 Intellectual Property

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.

Intellectual Property Rights: the corpus of legal rights that includes copyright, database right, moral rights, patents, trade marks, unregistered design right, registered design right, performer's rights and similar areas.

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.

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 that took the initiative in obtaining, verifying or presenting the contents of the database and assumed the risk of investing in those actions.

Know-how: technical, business, or financial or marketing information that is not in the public domain, which may include copyrighted materials, trade secrets, inventions, designs, processes etc.

Licence: permission from the owner of IP in a work to use that work in some way which would otherwise be reserved to the owner. The owner retains ownership of the IP 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. Licences may be limited by field and / or geography.

Moral rights: personal rights of the author of a work that 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.

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. Patents are geographically defined.

Performer's 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). Performer's rights are distinct from any underlying copyright in the work being performed. Performer's rights last for 50 years from when the recording of the performance took place or 50 years from when the recording was released.

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.

Sublicence: where the party granted a licence is allowed to grant further licences ("sublicences") to other parties to use the IP.

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.

Trade secret: confidential information which is not publicly available and which has commercial value because it is confidential.

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.

Background IP: IP that exists before an activity takes place or is created outside of that activity.

Foreground IP: IP that is generated during and as a consequence of an activity.

A Work: something that is protected or is capable of being protected by one or more IP rights or by rights of confidence, for instance: a literary or written work including publications, drafts, notebooks, records, teaching materials, computer code and preparatory design material for a computer program; a database, a collection of materials, a table or a compilation of data or works, a dramatic, musical or artistic work including, a film, a recording, a broadcast, an audio-visual or multimedia work, a dramatic work, a performance, a drawing, photograph or image, an invention, know-how and technical information, trade secrets and confidential information, and any other work created making substantial use of SOAS's facilities or resources or commissioned by SOAS (whether or not for separate remuneration).

Scholarly work: materials created as part of research activity and include, without limitation: books; articles in peer-reviewed journals; conference papers; blogs relating to research projects; policy reports; and other publications of a similar nature to any of those listed above, regardless of whether the publication is in traditional or electronic form. The following are not scholarly works: teaching materials; any work commissioned by SOAS (whether or not for separate remuneration); any work created for the purposes of the management or administration of SOAS or any unit within it including training materials or presentations prepared for administrative or management purposes, computer software and databases including computer software and databases created as part of research with the intention to develop through commercialisation or which have commercial potential.

Teaching materials: any work produced for the purpose of developing or delivering SOAS's curricula and courses in any form including, without limitation, course outlines, preparatory notes, reading lists, lecture notes, presentations, handouts and other materials distributed to students, assessments, examination papers, distance learning and virtual learning materials and the content of lectures, teaching events and other teaching activities; recordings (audio and audio-visual) of lectures, teaching events and other teaching activities regardless of the form of expression, including courses

delivered in digital forms. It does not include materials prepared or delivered for in-house training and / or for administrative and management purposes.

Institutional materials: works created by SOAS Staff and Visitors for SOAS administrative and/or operational purposes which include but are not limited to reports, syllabuses, curricula, timetables, regulations, examination papers and all other materials specifically prepared in connection with student assessment (rather than for teaching purposes generally), handbooks, promotional and marketing materials, artistic works relating to the SOAS brand or other brands/logos used in connection with SOAS activity.

Spin-out Company: Any company formed as a consequence of SOAS activity or know-how, regardless of whether registered IP is involved.

Start-up Company: Any company created by a third party in which SOAS is invited to participate (in equity terms) at time of creation.