FALMOUTH
UNIVERSITY

INTELLECTUAL PROPERTY POLICY

This policy concerns the ownership, protection, management, and commercialisation of Intellectual Property (see glossary in section 6 below for definition of Intellectual Property and IP) created by University Staff and Students, including when they are collaborating with third parties. The University underscores its commitment to University Staff and Students, by offering a transparent and supportive framework for the management of IP designed to support the development of a vibrant culture of teaching, research, and knowledge sharing. This policy is the product of a collective agreement with the University's recognised unions and is incorporated into the contracts of employment of University Staff. Relevant sections of this policy apply to all students under enrolment terms and conditions, including students studying online and via our academic partnerships.

The Policy acknowledges the overarching principle of Student ownership of their IP, alongside the assignment of University-owned copyright to University Staff in the case of the creative, scholarly, and pedagogical materials they have created. Where copyright is waived in this way, the policy outlines the expectations placed on University Staff to grant the University licence to use these materials. The policy also outlines the situations where IP generated by University Staff is retained by the University.

ORGANISATION: FALMOUTH UNIVERSITY

APPLIES TO: STAFF & STUDENTS

POLICY OWNED BY: RESEARCH & KNOWLEDGE EXCHANGE

REQUIRED CONSULTEES: UEB (ALL); JCNC; AND STAFF REPRESENTATION FROM ACADEMIC AND PROFESSIONAL SERVICES TEAMS.

APPROVED BY: ACADEMIC BOARD

DATE APPROVED: WEDNESDAY, 28 OCTOBER 2026

REVIEW DATE: WEDNESDAY, 01 SEPTEMBER 2027

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SECTION A – INTELLECTUAL PROPERTY POLICY

1 POLICY OVERVIEW AND SCOPE

1.1 Introduction: University's Commitment

1.1.1 Across an institutional history spanning over 120 years, the University has demonstrated its commitment to new ways of thinking and working for the benefit of the communities we serve. We are increasingly working with external partners, applying our University Staff and Student expertise to helping address problems faced by industry, government and the third sector, and we receive both private and public money to support these activities. Across our teaching, research, and knowledge exchange, we frequently generate new ideas that result in the creation of Intellectual Property (IP). IP describes an intangible form of property, sometimes referred to as 'creations of the mind' e.g., inventions; literary and artistic works; designs and symbols; names and images used in commerce. IP is protected by law, which recognises a range of different types of IP, including patents, copyright, trade marks, design rights, performer rights.

1.1.2 IP Rs are the exclusive rights granted for the protection of inventions or creations for a certain period. It is therefore imperative that our policy on IP provides a firm foundation upon which to make equitable and transparent decisions on the ownership, governance, and management of IP.

1.2 Guiding Principles

1.2.1 That IP generated by University Staff (see glossary in section 6 below for definition of 'University Staff') and Students aligns and contributes to the University's Mission, Vision and Values. As such, IP should be of benefit to the University and to society at large, and as a starting position, should seek to be as accessible to others as possible and in all cases should comply with sector best practice and funder mandates.

1.2.2 That this policy should ensure that the best interests of the University are maintained by University Staff:

i. By giving full acknowledgement to the University where IP has been generated with the support of the University,

ii. By granting the University use of IP in accordance with this policy, and,

iii. that an appropriate proportion of revenue deriving from the exploitation of IP is returned to the University.

1.2.3 That this policy should incentivise University Staff and Students to create IP, and that there are appropriate rewards – including recognition and remuneration – for doing so.

1.2.4 That the rights of scholars and researchers are respected so that a vibrant research culture is maintained and developed.

1.3 Purpose of this policy

1.3.1 This policy provides a framework for taking a fair and transparent approach to the ownership, use, protection, management, and commercialisation of IP created by University Staff and Students, including when collaborating with third parties.

1.3.2 The policy intends to:

i. demonstrate the value and significance that the University attributes to University Staff and Students by establishing a transparent, supportive, and University Staff/Student-orientated structure for the handling of IP matters;

ii. recognise the principles of Student ownership of IP generally, the waiving of university-owned IP to University Staff for the copyright of both Teaching Materials and creative, scholarly/ research materials they have created;

iii. clarify the expectations the University has on University Staff and Students granting licences for use of University Staff and Student IP generated under the auspices of the University in support of its Mission and Vision;

iv. provide University Staff and Students with clear advice and guidance at an early stage to facilitate the identification and protection of potentially commercially valuable IP; and

v. ensure that the rights and expectations of sponsors of research and creative practice and recognised and met.

1.4 Key Terms

1.4.1 A glossary of key terms can be found in section 6.

1.5 Scope of Policy

1.5.1 This policy applies to:

i. **The University's Staff**, and also to some specific individuals who are working within or for the University. The term University Staff is elaborated in the glossary found in section 6. This policy is incorporated into the terms and conditions for University Staff, and it is obligatory for the staff to handle IP matters with appropriate care and diligence.

ii. **University Students:** The term 'University Students' or 'Students' is defined in the glossary in section 6 below.

1.5.2 The elements of the policy that are particularly relevant to University Staff are detailed in **section 2**. The elements that are specifically relevant to University Students are outlined in **section 3**. In cases where a Student is also a member of University Staff, the policy that applies to University Staff is applicable to the IP produced by that individual while performing their duties as a University Staff member. Where a member of University Staff is not legally recognised as an employee, (for example when an individual is seconded into the University from another organisation) they will continue to be governed by, and are expected to

adhere to, this policy (unless the University provides a written agreement stating otherwise). They are also required to sign any documents that the University reasonably requests to implement this policy.

1.5.3 **Variations**: The University reserves the right to revise this policy in the future, for instance, to reflect changes in pertinent laws or internal policy changes within the University. Any modifications or updates that significantly affect University Staff or Students will be clearly communicated and subject to appropriate consultation.

2 UNIVERSITY STAFF OWNERSHIP AND USAGE

2.1 University Staff Ownership: General

2.1.1 Under UK law, IP created by employees of the University in the course of their duties defaults to being the property of the University as their employer, unless otherwise agreed in writing. However, the University recognises that the mission, vision, and values of the University are sometimes best served by waiving its ownership and attributing ownership of IP to University Staff.

2.1.2 A list of types of IP where the University **waives** its right to ownership (i.e. attributes ownership of IP to University Staff) is provided in section 2.4.

2.2 University Retained Ownership

2.2.1 Except where IP falls into a category that is detailed in Section 2.4, all IP generated by University Staff in the course of their employment with the University will be owned by the University and **not owned by or attributed to University Staff,** including the forms of IP set out below, in each case unless explicitly agreed otherwise and confirmed in writing (together referred to as **University IP**):

i. **Operational Materials**: These refer to works produced by University Staff for administrative or operational purposes. This includes, but is not limited to, timetables, regulations, assessment-related materials, handbooks, reports (both internal and external), promotional and marketing materials, and artistic works related to the University's brand or other brands/logos used in the University's activities.

ii. **Teaching Materials**: These refer to works created by the University Staff to support the delivery of teaching either for use by the university or commissioned by a third party either for the purpose of teaching at the University or commissioned by a third party, including (by way of example), lecture notes, lecture or session scripts and plans, curricula, syllabuses, lecture slides, session notes, reading lists, timetables, regulations, assessment-related materials, handbooks, reports (both internal an external), as well as materials developed for virtual learning environments, including audio-video recordings. Section 2.3 below, provides further guidance on Teaching Materials.

iii. **Computer Programs**: This encompasses all software, source code, object code, data and preliminary design materials for computer programs, and any supporting documents created by University Staff during their duties.

iv. **Technical Specifications**: These are technical designs or other works created by University Staff during their duties that could assist the University in protecting or commercialising rights in patentable inventions, Trade Secrets, Technical Know-How, commercially exploitable products, or other innovations.

v. **Sponsored/Funded Research Works**: These are works created during sponsored/funded research or work commissioned by a third party. If the terms of the third-party arrangement require the University to assign (or to own and license) copyright in such works to a third party, then those terms apply.

vi. **Databases**: These are created by University Staff during their duties. Databases are potentially protected by copyright and by database right. If a University Staff member creates or contributes to the creation of a database during their duties, the University is considered the maker of the database and the owner of any arising database right or copyright.

vii. **Patents**: The University owns any patentable invention made by any University Staff member during their duties. The University will nevertheless acknowledge University Staff identified as the 'inventors' that lead to patents and such University Staff will be recognised and entitled to revenue sharing as outlined in section 5 below.

viii. **UK Design Right, and Registered and Unregistered Designs**: A variety of IP protections exist to protect new designs (both 2-dimensional and 3-dimensional designs). Designs created by University Staff in the course of their employment duties belong to the University.

ix. **Confidential Information**: Confidential Information generated by University Staff in the course of their employment duties are considered the Confidential Information of the University and must be treated as such.

2.2.2 Where any University IP is not automatically owned by the University from its creation, the University Staff hereby assign ownership of all University IP (including by present assignment of future rights) to the University. If the future assignment of any University IP is not possible, the relevant University Staff hold the University IP on trust for the University and agree to enter into any documentation required to ensure that the University owns all University IP.

2.3 Teaching Materials

2.3.1 The University recognises that University Staff frequently integrate their own existing IP that they owned before they began their employment with the University or that was created or developed outside of their role at the University into their Teaching Materials (e.g. making use of their creative or scholarly work) (**Background IP**). The University strongly encourages this and would not seek to claim ownership of such Background IP.

2.3.2 To ensure the currency of Teaching Materials, the University would not normally make use of Teaching Materials for more than 2 years after their first use without updating them.

2.3.3 In exceptional circumstances, requests may be made for Teaching Materials to be taken out of circulation before 2 years from their first use have elapsed. These requests will be considered by the University on a case-by-case basis.

2.3.4 Where any lectures delivered by University Staff are recorded in any form, any and all IP arising from, subsisting in and/or protecting those recordings will be owned by the University, except for Personal IP Rights (as defined in the glossary).

2.3.5 Personal IP Rights will remain owned by University Staff and University Staff hereby grant to the University a perpetual and irrevocable licence of all such rights to use, copy, modify, disseminate, publish, show, save and store all recordings of lectures to which such rights relate. To ensure the currency of recorded lectures, the University would not normally make use of recorded lectures for more than 2 years after their first use without updating them. In exceptional circumstances, requests may be made for recorded lectures to be taken out of circulation before 2 years from their first use have elapsed. These requests will be considered by the University on a case-by-case basis.

2.3.6 All University Staff hereby consent to (a) being recorded when delivering lectures as part of their employment by the University, and (b) the University using all such recordings for teaching and educational purposes. If a member of University Staff does not wish to be recorded in respect of any specific lecture, they must notify their Head of Subject (or equivalent) as soon as possible in writing and complete an opt-out form, so that the University can make alternative arrangements as required.

2.3.7 University Staff hereby all waive any and all Moral Rights (as defined in the glossary) that may arise in relation to any University IP and any and all other works and materials arising from their employment with the University, including in any lecture recordings, insofar as it is lawful to do so.

2.3.8 As per the University's data protection policy, University Staff have the right under UK GDPR/ DPA 2018, to request erasure of their personal data, and this would include audio-visual materials. Requests for take-downs of recordings will be considered on a case-by-case basis.

2.3.9 The University reserves the right to alter or adapt any Teaching Materials (without restrictions or recourse to the applicable University Staff). If Teaching Materials are modified or adapted, the University Staff who created them has the right to request that their name be acknowledged on such materials, provided it is reasonably feasible for the University to do so. All such requests must be made to the University in writing and will be considered by the University on a case-by-case basis.

2.3.10 When the University uses (or sub-licenses) Teaching Materials, it will usually credit the original author who created such materials, provided it is feasible and appropriate to do so. However, for the purpose of this policy, due to a variety of potential situations, the University maintains discretion in deciding when it is appropriate to acknowledge such contributions.

2.3.11 If University Staff plan to commercialise (or permit others to commercialise) Teaching Materials that they have developed during their University employment, they can only do so with the University's written approval (which should not be unreasonably denied). This limitation and the requirement for the University's consent will remain in effect even after the University Staff member has left the University.

2.4 Waivers to University Rights to Ownership

2.4.1 As noted above, although IP created by University Staff is owned by the University as their employer the University waives ownership of IP in the classes of work detailed in section 2.4.2 below.

2.4.2 **Scholarly Materials and Creative Works:** research and creative practice are central to the University and this policy seeks to encourage the creation of Scholarly Materials and Creative Works (as defined below).

2.4.2.1 **Scholarly Materials** means scholarly works (and preparatory materials related to such works) created by a University Staff member in the course of research or study including: academic articles, research papers and other written works intended principally for the purpose of scholarly publication, and conference papers and presentations. Scholarly Materials also describes practice research including any creative practice outcomes that are visual, sonic, literary and performance and / or digital but excluding any such materials or part of them which form part of Teaching Materials or University IP.

2.4.2.2 **Creative Works** describes the manifestation of creativity into any form of art, including art practices that are visual, sonic, literary and performance and / or digital and is not specifically expressed as practice research.

2.4.3 The University also encourages University Staff and Students collaborating with third parties (e.g., publishers, curators, promoters). To support these activities, ensuring the most effective and open dissemination of University Staff work, the University therefore waives its right to ownership of IP in Scholarly Materials and Creative Works **except**:

i. where the work in question is University IP;

ii. where IP has been created with 'Additional University Resources' (See definition of 'Additional University Resources' in section 2.5 below);

iii. in relation to any item of work created by a member of University Staff whose employment terms and conditions explicitly indicate that IP of this nature should remain with the University;

iv. in relation to any item of work specifically commissioned by the University; or

v. in cases where such works are produced during or as a result of sponsored research or any other agreement with an external party, and the terms of the sponsored activity determine the ownership.

2.4.4 In return for the University waiving ownership of copyright in scholarly materials, and recognising the authorising member of staff as the first owner of copyright for scholarly materials, each staff member grants Falmouth University a non-exclusive, royalty-free, irrevocable, sublicensable, worldwide licence to make the author accepted manuscripts (AAM) of their scholarly materials publicly available via Falmouth University Research Repository (FURR) under the terms of an appropriate Creative Commons licence.

This clause should be read in conjunction with the University's Open Research and Publications Policy.

2.5 Additional University Resources

2.5.1 For the purposes of this policy in relation to University Staff, '**Additional University Resources'** refers to any contributions of the University's resources (which may include finances, access to premises, equipment, or facilities, among other things) that exceed what is typically available to University Staff, whether related to or separate from their main job role.

2.5.2 If the creation of a work has been supported by Additional University Resources, University Staff may be asked to provide a confirmatory transfer of ownership of any IPRs to the University, in relation to the activity mentioned in section 2.2.The formation of a spin-out company would usually involve use of 'Additional University Resources' and to make such companies viable, bespoke IP arrangements will need to be agreed between all parties. Any arrangements concerning the transfer of IP should be established at the earliest possible opportunity, and ideally, at the beginning of the project.

2.6 Licences to the University to use and reproduce Teaching Materials

2.6.1 The University reserves and is hereby granted the right to use and reproduce any educational materials developed by University Staff in the course of their employment duties, for various purposes, including:

i. academic activities, such as teaching, research, and knowledge exchange;

ii. commercial endeavours (especially concerning educational materials); and/or

iii. any other activities that support the University's Mission, Vision, and Values.

2.6.2 These rights shall, for the avoidance of doubt:

i. allow for the use and replication of these works (or parts thereof) globally in all existing or future formats;

ii. are granted royalty-free, except in cases where Revenue Sharing has been otherwise formally agreed;

iii. are not exclusive; and

iv. are permanent and cannot be revoked.

2.7 Collaborative work

2.7.1 The University recognises and supports University Staff in collaborating with external partners on projects that generate IP. At the start of any such projects, agreements must be established that clearly define how IP ownership will be determined.

2.7.2 As collaborations evolve, it is expected that these agreements will be regularly updated to accurately represent IP assignments based on each collaborator's actual contributions.

2.7.3 When interacting with external parties, University Staff should act in accordance with the institution's rights to use and reproduce (as well as permit reproduction of) collaboratively created materials as previously outlined in sections 2.1-2.6.

2.7.4 When University Staff enter into collaborations with commercial businesses, the University will use the UK Government authorised Lambert Toolkit as a starting position:

https://www.gov.uk/guidance/university-and-business-collaboration-agreements-lambert-toolkit

2.7.5 When University Staff enter into collaborations with other Higher Education Providers, the University's will use the Brunswick Agreement as a starting position:

https://arma.ac.uk/updated-brunswick-agreements/

3 STUDENT OWNERSHIP AND USAGE

3.1 Ownership: General

3.1.1 As a general principle (unless there is an agreement to the contrary), the University recognises that Students own any IP they produce while registered at the University. This principle may be subject to variation in situations involving externally funded or collaborative projects, as detailed below.

3.2 Externally sponsored work

3.2.1 Students may be required to transfer ownership of IP they create, in situations where their involvement is funded by or benefits from a third party's resources. The necessity for such a transfer will be determined by the University, taking into account the terms of any relevant contracts or grants in place (or planned) with the third party. This could include, for example, research grants, studentships, collaborations, or placement agreements that govern the activity in question. Any arrangements regarding the transfer of IP should be established at the beginning of the project, in line with any other University policies related to externally funded activities.

3.3 Collaborative work

3.3.1 The University recognises and supports Students in collaborating with external partners on projects that generate IP. At the start of any such projects, agreements must be established that clearly define how IP ownership will be determined.

3.3.2 Unless otherwise stated in clauses within this policy or in a separate agreement concerning such Intellectual Property, Students shall retain ownership of any IP they create as part of a collaboration, except for IP created for commissioned or third-party design projects, which is usually included in the commissioned work.

3.3.3 As collaborations evolve, it is expected that these agreements will be regularly updated to accurately represent IP assignments based on each collaborator's actual contributions.

3.3.4 On occasion Students will have the opportunity to collaborate with others in ways that lead to more complex situations regarding the ownership and management of IP. The University will hold ownership of any IP produced by a Student if:

i. The IP is based on or originates from underlying IP owned by the University or a University Staff member; and/or

ii. The development of such IP has been supported by Additional University Resources, regardless of whether it's related to or separate from the Student's studies.

Where either of the above clauses have been met and the University owns such IP produced by a Student, the University will nonetheless consider the ownership and assignment of such IP on a case-by-case basis if requested to do so.

3.3.5 Recognising Postgraduate Research Students as the owners of copyright for creative and scholarly materials, each authorising Postgraduate Research Student grants Falmouth University a non-exclusive, royalty-free, irrevocable, sublicensable, worldwide licence to make the author accepted manuscripts (AAM) of their scholarly materials publicly available via Falmouth University Research Repository (FURR) under the terms of an appropriate Creative Commons licence. This element of the IP policy should be read in conjunction with the University's Open Research and Publications Policy.

3.4 Additional University Resources

3.4.1 For the purposes of this policy in relation to Students, '**Additional University Resources'** refers to any contributions of the University's resources (which may include finances, access to premises, equipment, or facilities, among other things) that exceed what is normally available to Students, whether it is related to, or separate from the Student's course of study.

3.4.2 Students might be required to officially transfer any IP rights to the University, pertaining to the activities mentioned in section 3.3.

3.4.3 Any arrangements concerning the transfer of IP should be established at the beginning of the project, in line with any other University policies on collaborative activities.

3.5 Creative Works created by Students

3.5.1 The term 'creative work' covers the full range of activities outlined in the Copyright, Designs and Patents Act 1988 (as amended or replaced).

3.5.2 Students shall own copyright in any creative work they create in the course of their studies at the University. In relation to a Student's creative work (including any representation or reproduction of that work), the University shall be entitled without payment of any fee or royalty:

i. to reproduce the work for educational, and promotional purposes. This would include, by way of example, reproduction of the work in academic publications, promotional materials, websites, print and digital advertising, social media, digital

advertising, exhibition stands, catalogues or flyers, databases, leaflets, and prospectuses;

ii. to exhibit the work to the public during the course of the Student's studies at the University, including any exhibition of the work during the summer of the Student's final academic year at the University; and

iii. to exhibit the work to any third party in connection with the Student's studies or in connection with the University's academic and research purposes.

3.5.3 If the University wishes to reproduce the creative work of a Student for any commercial purpose, such reproduction shall be subject to an individual licence on fair and reasonable terms to be negotiated and agreed between the University and the Student.

3.5.4 For the purpose of clarification, advertising and promotion of the University, its courses, Students, University Staff or their work does not constitute 'commercial' use, in relation to marketing and recruitment activities undertaken by the University.

SECTION B – OPERATIONAL GUIDANCE

4 MANAGEMENT AND GOVERNANCE

4.1 The University and IP management

4.1.1 Overall responsibility for this policy and its implementation at the University lies with the offices of the Pro Vice-Chancellor Research & Knowledge Exchange and is managed via the University Management Committee (**UMC**).

4.2 Capturing and declaring new Intellectual Property

4.2.1 The primary value of IP to the University is in the benefits it brings to our Student and University Staff community and our standing as a University. It is therefore imperative that there are effective mechanisms to capture, represent, and celebrate new IP, both within and beyond the University.

4.2.2 **University Staff** are required and agree to use the Performance & Development Review (**PDR**) process to capture and declare activities where they have produced new IP under the auspices of the University, irrespective of whether the IP is retained by the University or waived in favour of the University Staff member.

4.2.3 **University Staff** are expected to maintain an up-to-date University Staff profile on the University's website, which accurately represents their Scholarly Materials and Creative Works.

4.2.4 **Research Outputs (Scholarly Outputs):** All outputs meeting the REF definition of research ('a process of investigation, leading to new insights, effectively shared') are expected to be uploaded to the University's research repository, FURR.

4.2.5 **Course Leaders** are expected to oversee emerging Student IP, to communicate the terms of this policy to Students, to support Students in making the most of their IP where there is commercial potential, and to liaise with the marketing and communications team, where the Student and the University, would benefit from IP being publicised.

4.2.6 **Declaration of IP with the potential of commercialisation:** where a member of University Staff or a Student identifies emerging IP that has the potential for commercialisation, they should promptly contact the RKE Team (research@falmouth.ac.uk) to declare this before any process of commercialisation begins. The RKE team will then advise on potential routes for support, both internally and externally.

4.3 Disputes

4.3.1 In the event of a disagreement concerning any of the matters contained in this policy which cannot be resolved by discussion at faculty level (see section 1.7), the dispute may be referred to the Pro Vice Chancellor Research and Knowledge Exchange for determination.

4.3.2 The Pro Vice Chancellor Research and Knowledge Exchange will appoint a panel to assist with the resolution of any dispute, if appropriate. Further escalation of a dispute will be considered in line with the relevant student or staff policy and procedure.

5 IP INCOME REVENUE SHARING: UNIVERSITY STAFF AND STUDENTS

5.1 University Staff Revenue Sharing

5.1.1 Where IP is retained by the University, the table below outlines the split of net income between a member of University Staff who meets the definition of being the 'Originator' of IP (see Glossary in section 6 below), the Faculty (or unit) in which that individual works, and the University. If the IP was created by more than one member of University Staff who meets the definition of being an Originator, the applicable Individual percentage (as detailed in Section 5.1.2 below) will be split between each such member of University Staff and paid to in equal shares, or in such other shares as all relevant members of University Staff agree between them and notify the University in writing.

5.1.2 Where there are, in the University's opinion, complex, special or unusual IP cases then it will deviate from that table to reach a decision that is to best protect all parties involved and allow a 'point of value' to be fairly ascertained in the consideration of potential revenue emerging from works. Revenue is generated by the exploitation of IP, any net income received by the University will be shared between the Originator(s) of that IP, their Faculty, and the University on the terms agreed between the University and the Originator of the IP.

Net Income	Individual	Faculty	University
Up to £5,000 per annum	100%	0%	0%
£5,001 to £10,000 per annum	90%	5%	5%
£10,001 to £50,000 total accrued	70%	15%	15%
£50,001 to £150,000 total accrued	50%	25%	25%
Above £150,000 total accrued	By written agreement in the individual circumstance		

5.1.3 All payments to be made to Originator(s) by the University whilst such Originator(s) are University Staff will be subject to deduction of income tax and national insurance at source.

5.2 Leaving Falmouth

5.2.1 University Staff and Students who have left the University who are identified as an Originator of IP, and eligible for payment, must ensure that the University is notified in writing of the current contact address to which any revenue payments can be sent. If the University does not receive current address details, then they will be considered a missing Originator and all unclaimed revenue payments for such missing Originator may be placed in a deposit account until such revenue payments are claimed. The University will not act as a trustee for any such unclaimed revenue payments.

5.2.2 Any revenue payments that remain unclaimed for five (5) years from the date when the university identified the originator as 'missing'. After that date, revenue will be forfeited and will revert to the University, which will distribute such unclaimed revenue payments between any other Originators of the IP, the University, and the Faculty of the Originators plus any net interest actually earned (such distribution to be pro-rata the entitlements set out in section 5.1 in the event that there are other Originators who are not missing Originators and will be in equal shares between the University and the Faculty in the event that all Originators are missing Originators).

6 GLOSSARY

The following terms have the following meaning, where used in this policy:

Confidential Information means information created in a confidential setting or disclosed under a duty of confidence, or any other private information, which by its nature, should be treated as confidential, including Technical Know-How and Trade Secrets.

Intellectual Property and IP means any and all intellectual and industrial property of any kind whatsoever including patents, rights in know-how, registered trade marks, comparable marks (EU), registered designs (including re-registered UK designs), utility models, unregistered design rights (including continuing unregistered designs and supplementary unregistered designs), unregistered trade marks, goodwill and rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise and including performers property rights), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

Moral Rights means personal rights in respect of a copyright work, to which the author of the work may be entitled under the Copyright, Designs and Patents Act 1988 (as amended from time to time) and/or all similar legislation from time to time in force anywhere in the world, including the right (a) to be identified as the author of the work, and (b) to object to derogatory treatment of the work.

Originator(s) is defined by the University as, "The person(s) who have made the creative leap are the originator(s). Different specific terms are used for the originator(s) of different types of IP. For example, in the case of patents they are "inventor(s)" and in the case of literary copyright works they are "author(s)", for the purposes of this policy they are referred to as 'originator(s)'.

Personal IP Rights means so-called "non-property" rights which are owned by performers in relation to their performance and which are personal to them, as defined in section 192A(1) of the Copyright Designs and Patents Act 1988.

Student(s) and the University Student(s) means any student enrolled (or otherwise participating) on a course of study and/or research at the University.

Technical Know-how means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is secret, substantial (that is, significant and useful for the production, interpretation or use of the results) and identified.

Trade Secret means information which meets all of the following requirements: (a) it is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; (b) it

has commercial value because it is secret; and (c) it has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.

University Staff means all employees, workers, and temporary staff engaged by Falmouth University or a wholly-owned subsidiary of Falmouth University. This policy does not cover those employed by FXPlus or partner organisations.

PUBLIC