

A Concise Overview highlighting the key elements of the UNIVERSITY OF MALTA INTELLECTUAL PROPERTY (IP) POLICY 2014

1. Management and Implementation

The University of Malta's Intellectual Property (IP) Policy is managed and implemented by the Corporate Research and Knowledge Transfer Office (KTO). (Further clarifications or queries may be sent to knowledgetransfer@um.edu.mt).

2. Aim

The aim of the IP Policy is to govern the ownership rights on IP resulting from research and innovation by University staff and students, and to establish objectively fair and equitable criteria for knowledge transfer and commercialisation.

3. IP Owned by University Members of Staff and by Students

University Members of Staff own the copyright on any **Teaching and Scholarly Materials** they create, and they are free to publish and disseminate these Materials, provided that co-authorship rights of all co-researchers and third-party copyright are respected.

University Students own the copyright on their **Assessable Student Work** (i.e. work they create for the purposes of assessment during their studies). They are free to publish and disseminate this Work, provided that co-authorship rights of all co-researchers and third-party copyright are respected.

Exceptions to this are that:

- i. In the case of research that may give rise to commercially viable IP, it may be necessary to protect the results prior to their publication and dissemination. This is because public disclosure of details of this research may prejudice the possibility of IP protection and commercialisation. The creators of such works must discuss their research with the KTO to ensure that any valuable IP is protected prior to public disclosure.
- ii. The commercialisation rights conferred by the following types of IP shall be deemed to be transferred to the University:
 - Materials describing inventions and designs registered or registrable as patents or designs, including utility models and plant variety;
 - Topographies of semiconductor products and integrated circuits;
 - Databases, including questionnaires;
 - Computer programmes, including digital games.
- iii. In the case of Materials created through collaborative or contracted Research, copyright may be subject to the terms and conditions of the respective contract.
- iv. The University shall own the Copyright on textbooks or other materials that it *specifically commissions* itself, and the Copyright on Degree/Diploma/Certificate course plans and Programmes of Study.

The University shall be entitled to use teaching and scholarly materials owned by University Members of Staff for teaching and research purposes, provided that the author is acknowledged and not prejudiced. Furthermore, the University is granted a

license to use the Assessable Student Work for research and teaching purposes and for archival purposes and library use.

4. Publication and Dissemination

The broad dissemination of Teaching and Scholarly Materials, Assessable Student Work and R&D results by Academics and Students is a crucial aspect of university activity. The University encourages and supports the publication of research results wherever possible and the movement towards the use of open access platforms.

In the event that a student wishes to publish their Assessable Student Work, either for academic and commercial purposes, they are required to obtain written permission from the Board of the Faculty, Centre, Institute or School under which they carried out the Work. This permission is required until the lapse of two years from the date of final submission of the work to the University, and such permission shall not be unreasonably withheld by the respective Board. This is to ensure that all contributors to the Work are listed as co-authors.

The University retains the right to include any person who contributed to a publication arising out of the Assessable Student Work as co-author, provided that the inclusion of such a person as co-author is reasonably justifiable (i.e. such person would have made a significant contribution to the concept, design, execution or interpretation of the research leading to the publication). Correspondingly, a student who produces or contributes to Scholarly Materials shall have the right to be listed as author or co-author, respectively, provided their inclusion as author or co-author is reasonably justifiable.

5. IP Owned by the University

The University owns all IP that is generated by University Staff in the course of their duties and by students as part of their Assessable Student Work, except Copyright as indicated in Section 3 above. This includes all inventions that may be patentable and designs that may be registered. The Originators of this IP shall retain the right to be acknowledged as inventors or authors.

6. Commercially Exploitable IP

The University shall endeavour to commercially exploit IP that it owns. The KTO shall assess such IP to determine whether it has commercial potential, and decide whether it is in a position to pursue commercialisation of such IP in collaboration with the originators. If the KTO decides not to pursue commercialisation, it shall offer to assign the IP to the originators.

The KTO may decide to commercialise IP through licensing, through the setting up and incubating a spin-out company, or through Consultancy or Contracted Research. The net profits generated through licensing of the IP shall be shared equally between the University and the Originators.

Should the KTO set up a new venture to exploit the IP, the University shall do its utmost to support it through mentorship and by providing specialist services and space. Any revenues streams derived through licensing of University IP to the new venture, through

provision of research services, and through shareholding in the venture, shall be shared equitably with the Originators.

When there is more than one Originator, all Academic Originators shall be entitled to a share of any entitlements. In such case, a Lead Originator shall be appointed from amongst them who shall represent the Originators. Where Originators include Students or Non-academic Members of Staff, it is at the discretion of the Lead Originator whether or not they shall be allocated a share of any entitlements. The Lead Originator shall ensure that an agreement is signed between the Originators regulating the apportionment of any potential profits.

In a case where the KTO decides not to pursue or to stop pursuing commercialisation of IP, the Originators shall be offered the assignment of rights, title, and interest in such IP by the University. Should the Originators choose to pursue commercialisation themselves, the University shall be entitled to 15% of net profits gained by the Originators.

The University shall always seek to protect its right to use the IP for teaching and research purposes.

7. IP Generated with Third Parties

The terms of agreement governing Collaborative and Contracted Research activities with third parties shall be determined by the concerned parties on a case-by-case basis depending on the objectives of the parties. Such terms should take into account the level of external funding and be in accordance with the objectives of the research activities, in particular: to maximise the commercial and socio-economic impact of the research; to support the University's objective to attract private research funding; to maintain an intellectual property position for the University that allows further Academic and Collaborative Research; and where possible to avoid impeding the dissemination of the R&D results.

The University shall endeavour to include 'license back' clauses in any agreements with third parties, which would grant the University and those persons who at any time work or have worked on the IP, a non-transferable, irrevocable, perpetual, royalty-free licence to use and publish the IP for Non-Commercial Use.

8. Private Consultancy

An Academic Originator shall not enter into any sponsorships or commercial agreements with third parties related to their research at the University without prior written and express authorisation by the Rector or his authorised delegate. Once authorised, IP-related issues shall be clarified between all concerned parties before project commencement.