

LSE Intellectual Property Policy

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1. INTRODUCTION

1.1 LSE's Mission and Purposes

1.1.1 LSE's mission is to be the world's leading social science institution with the greatest global impact. LSE was founded as a community of people and ideas with a shared purpose: to know the causes of things for the betterment of society.

1.1.2 LSE is a company limited by guarantee and its purposes, as set out in its Memorandum of Association, include:

a) organising, promoting and assisting research and the advancement of science and learning in the various branches of knowledge dealt with by LSE; and

b) providing opportunities and encouragement for pursuing a regular and liberal course of education of the highest grade and quality in the various branches of knowledge dealt with by LSE.

1.1.3. LSE is a charity and has a duty to further the charitable aims or objectives set out in its memorandum of association for public benefit and in accordance with its charitable duties, including ensuring its financial sustainability. As part of that purpose and in accordance with its charitable status, LSE has a duty to promote the creation of original intellectual property and, generally, to make it publicly available. In its dealings with employees, students and third parties, the University will therefore aim to make knowledge and learning publicly available. However, it may be appropriate for LSE to restrict dissemination of some intellectual property in order to protect confidentiality, to optimise benefits against costs, or to realise commercial benefit from that property. Where LSE seeks to exploit intellectual property rights for commercial benefit, it will do so in line with its purpose and charitable status.

1.1.4. LSE is committed to ensuring that intellectual property rights resulting from work carried out by LSE members of staff, LSE students and LSE visitors are used collaboratively to support LSE's mission, in accordance with LSE's legal obligations, and for the benefit of LSE, the creators of that work and society-at-large and that the benefits of their use are shared fairly.

1.2 The Purpose of this Policy and Key Principles

1.2.1 This Policy and associated procedures have been designed to be a general statement of the LSE's policy in relation to the works and associated intellectual property rights of LSE, LSE members of staff, LSE students and LSE visitors in a way which balances the interests of all parties, protects the intellectual property rights of LSE members of staff, LSE students and LSE visitors and which enables LSE to achieve its mission and purposes and to comply with its charitable duties. It does not replace more detailed provisions of separate agreements entered into by LSE with members of staff, students, visitors or third parties, though such provisions should be broadly consistent with the principles set out here.

1.2.2 The principles which underlie this Policy are:

- Reciprocity: that LSE recognizes the interests which creators have in their works and that LSE members of staff, LSE students and LSE visitors recognize the needs of LSE to pursue its mission and purposes and comply with its charitable duties including, without limitation, to continue its operation and ensure its financial sustainability;
- Collegiality: that the use of works of LSE's academic and teaching staff and LSE's visitors will be shared as far as possible between the member of staff or visitor and LSE in line with principles of academic freedom and with the obligations of LSE to pursue its mission and purposes and comply with its charitable duties;

- Open and collaborative scholarship: that LSE members of staff, LSE students and LSE visitors are encouraged to make their research outputs and research available on an open access basis in the public interest, and where the funder of the research requires they must make them available on an open access basis, in either case, in accordance with the LSE Open Access Publication Policy.
- The interests of LSE students: that LSE students' interests to receive an education and their rights in their works should be protected as far as possible;
- Research integrity and recognition of the rights of others: that the rights of others in their works will be recognised and upheld, and that all those conducting research at LSE will do so in accordance with the principles of the LSE's Research Ethics Policy and Code of Research Conduct and LSE's Conflicts of Interest policy; and
- The principles of the LSE's Ethics Code: intellectual freedom, collegiality, responsibility and accountability, integrity, equality of respect and opportunity, and sustainability.

1.3 Definitions:

As far as possible this Policy has been written to be accessible, but intellectual property law is complex, and it is not always possible to avoid legal terminology. Explanations of some of the expressions used in this Policy may be found in Appendix B along with sources of information about intellectual property rights as they apply in the UK.

1.4 Who this Policy applies to:

1.4.1 This Policy applies to all works created at LSE by LSE members of staff in the course of their employment, LSE students in the course of their studies and LSE visitors in the course of their visiting arrangement; more specifically it sets out LSE's policy in relation to intellectual property rights in works created by:

- LSE's academic staff;
- LSE's research staff, including research assistants;
- LSE's teaching staff, including education career track staff, guest teachers and course tutors;
- LSE's policy fellow staff;
- LSE fellows;
- LSE's professional services and administrative staff;
- LSE's technical and support staff;
- LSE's graduate teaching assistants;
- anyone who has been seconded by their employer to work at LSE (a secondee); and
- anyone else who is employed by or works for LSE, whether full-time or part-time or on a temporary basis,

(all of whom are called **LSE members of staff** in this Policy);

- anyone enrolled on an undergraduate degree course or programme at LSE;
- anyone enrolled on a graduate degree course or programme at LSE;
- anyone enrolled on a graduate diploma course at LSE;
- anyone enrolled as a research student at LSE;
- visiting research students at LSE;
- anyone studying at LSE for a joint degree;
- anyone enrolled on an executive short course, executive degree course or any other executive or custom programme at LSE;
- anyone attending an LSE summer school, programme or short course;
- anyone enrolled on an LSE distance or on-line learning course provided by LSE;
- external students for whom LSE provides academic direction under a separate written agreement;
- anyone enrolled on an LSE study abroad course;
- any other visiting student; and
- anyone else studying at or with, or being taught by, LSE

(all of whom are called **LSE students** in this Policy); and

- visiting scholars, practitioners, teachers or other visitors who have a formal visiting position at LSE;
- anyone enrolled on any LSE Visitor Programme;
- emeritus professors;
- anyone else who is affiliated or associated with LSE or who engages in work at LSE and has entered into a written agreement with LSE relating to their participation in, or conducting, research, scholarship, creating works, or teaching at LSE, but who is neither an LSE member of staff nor an LSE student,

where the creation of the work involves substantial use of LSE's resources (all of whom are called **LSE visitors** in this Policy).

- 1.4.2 This Policy applies to all works and associated intellectual property rights created on or after 11th February 2020 (pending Council approval) except to the extent that, before that date: i) LSE and an LSE member of staff, an LSE student or an LSE visitor have entered into a written agreement or arrangement which is inconsistent with this Policy and which extends beyond this date; or ii) LSE has entered into an agreement with a third party relating to those rights which is inconsistent with this Policy and which extends beyond this date. In the case of i) above the written agreement or arrangement to the contrary will apply and in the case of ii) above the terms of the agreement will apply.
- 1.4.3 This Policy has primacy over all other LSE policies in so far as they relate to intellectual property rights.
- 1.4.4 The employment contract or other agreement between LSE and each LSE member of staff, LSE student or LSE visitor will include a provision obliging the LSE member of staff, the LSE student and the LSE visitor to comply with this Policy.
- 1.4.5 This Policy will continue to apply after an individual has ceased to be an LSE member of staff, LSE student or LSE visitor in relation to work in which LSE has intellectual property rights and which was created while that individual was an LSE member of staff, LSE student or LSE visitor.
- 1.4.6 References to this Policy means this policy as it is amended or updated from time to time in accordance with paragraph 12.

1.5 Respect for the Rights of Others

- 1.5.1 It is important that LSE, LSE members of staff, LSE students and LSE visitors respect the rights of third parties. This Policy does not affect those rights. LSE, LSE members of staff, LSE students and LSE visitors must therefore not use any information or works in any way which:
- infringes the intellectual property rights of any other person or entity;
 - does not respect the moral rights of any other individual; - breaches the rights of confidence of any other person or entity;
 - breaches any contract or agreement with any other person or entity;
 - contains any defamatory or other unlawful material;
 - does not comply with relevant laws and regulations relating to privacy or the use of personal data (or both); or
 - does not meet the requirements of any applicable guidelines, code of conduct or code of practice

and LSE, LSE members of staff, LSE students and LSE visitors must obtain all consents and permissions necessary to allow them to incorporate the work or personal data of any other person in the work of that LSE member of staff, that LSE student or that LSE visitor (subject to rights of fair use for research or educational purposes) and to allow LSE to use that work or personal data in accordance with this Policy.

- 1.5.2. This Policy does not affect any obligation of any LSE member of staff, any LSE student or any LSE visitor to keep information and works confidential in accordance with: any applicable guidelines, code of conduct or code of practice; any legal or regulatory requirement; or any contract or agreement entered into by LSE (including, without limitation, any agreement relating to the sponsorship or funding of research).
- 1.5.3. This Policy does not affect any duty to comply with the [Concordat on Research Integrity](#) or the LSE's Code of Research Conduct, or other statements of good practice on attribution of research contributions and authorship.

Further guidance is available at [LSE Copyright Advice](#).

2. APPLICATION TO LSE MEMBERS OF STAFF AND LSE VISITORS

2.1 Ownership

2.1.1. LSE members of staff (including LSE students employed or paid to teach or assist in teaching and working in that capacity) and LSE visitors will own the copyright in their scholarly works and teaching materials where they are created in the course of their employment, engagement by LSE or their visiting arrangement subject to the provisions of this Policy, including paragraph 2.1.2, paragraph 4.2 (Intellectual Property Rights created in the context of External Relationships) and paragraph 7.1.7 (commercialisation and exploitation of research).

2.1.2 LSE will own the intellectual property rights in all other works of LSE members of staff and LSE visitors including the following:

- a) any work created for managerial or administrative purposes by LSE members of staff or visitors, or by LSE professional services staff working in that capacity, including (without limitation) recruitment talks, in-house training programmes, formal assessments including exam papers, software and databases;
- b) any work which LSE has funded through a specific commitment of university funds or other resources or has specifically commissioned from an LSE member of staff or an LSE visitor outside regular teaching and research activities;
- c) where the LSE member of staff or the LSE visitor creates or is involved in the creation of any work or intellectual property rights which LSE owns or has agreed to assign or license to a third party and has informed the member of staff or visitors that rights will be so assigned;
- d) any work or works whose authorship cannot be attributed to one or a discrete number of authors but rather result from simultaneous or sequential contributions over time by multiple LSE members of staff, visitors and/or students (though where possible the provisions on moral rights in para 5 should be observed). For example, software tools developed and improved over time by multiple LSE members of staff and students where authorship is not appropriately attributed to a single or defined group of authors
- e) where the LSE member of staff or the LSE visitor creates or is involved in the creation of any work or intellectual property rights which build on, or further develop, existing work or existing intellectual property rights or confidential information of LSE, another LSE member of staff, another LSE visitor or an LSE student, a sponsor, a collaborator or a customer which are licensed to or owned by LSE.

2.1.3 In order to fulfil its charitable objectives and duties the LSE needs to secure such intellectual property rights as are necessary to fulfil its educational mission. Staff are also asked to act collegially to share their teaching materials, particularly with junior colleagues to enable them to provide consistent delivery of courses to large numbers of students. To that end, whilst creators own the copyright to teaching materials created in the course of their employment at LSE (excluding materials which fall

within para 2.1.2), creators grant to LSE a royalty-free licence for three years from the date of their creation

- to use and edit the materials, for example to update or amend them or edit them for the purposes of technical formatting or
- to do anything to it which LSE is required to do by law in order to assist LSE students with disabilities

in order to deliver the LSE's educational curriculum, through any medium, and accessible worldwide to students enrolled at LSE. The licence will cover all teaching materials (such as syllabi, lecture recordings, problem sets, worksheets and other technical and case materials) but will not cover audio visual aids (such as PowerPoint slides) and the written texts of lectures when those texts have been distributed to students. LSE may ask the creator for permission to use all teaching materials not covered by this provision for the purposes of delivering the LSE's educational curriculum; it will be assumed that consent has been given unless the creator refuses permission within three weeks of the request and permission should not be unreasonably withheld.

2.1.4 Whilst employed by LSE, LSE members of staff (including LSE students employed or paid to teach or assist in teaching and working in that capacity) owe their primary teaching duties undertaken in the course of their employment by LSE to LSE and LSE students. However LSE members of staff or students are free to use the teaching materials they create in the course of their employment (including those which may under this policy have otherwise been assigned to LSE) for delivering guest lectures or teaching at another non-profit institution, including another university, subject the LSE's Conflicts of Interest policy and policies on outside work undertaken as a purely private activity. LSE staff, students or visitors may describe themselves using their LSE affiliation when delivering that teaching. However, LSE staff, students or visitors may not use or allow the other institution to use the LSE brand in such a way to promote the other institution or to imply that there is LSE sponsorship of the activity, nor may they grant the other institution the rights to use those materials once their visit or teaching there has finished. Further, they are not to use those teaching materials for commercial purposes or private gain unless the LSE agrees, and may be required to enter into a benefit sharing agreement with LSE for any income generated.

2.1.5 Should the LSE wish to commercialise teaching materials created in the course of employment LSE will enter into a separate agreement with the creator or creators in which the creator(s) and their Department may receive income or royalties from that commercialisation.

2.1.6 Where an LSE student is also employed or paid by LSE to assist in the conduct of research of an LSE member of staff or an LSE visitor, the LSE member of staff or LSE visitor must observe LSE's Code on Research Conduct to ensure that the LSE student's contribution to the work is appropriately acknowledged.

2.1.7 The provisions on moral rights set out in section 5 will apply to works as set out in that section.

2.2 Appointments at other Institutions

2.2.1 Any LSE member of staff or visitor who holds an honorary or other academic or research appointment at another institution or is employed by another institution must bring their obligations under this Policy to the attention of the other institution.

2.2.2 To the extent that the other institution claims ownership or to have an exclusive licence of any intellectual property rights created by the LSE member of staff or LSE visitor which belong to or have been licensed to LSE, it is the responsibility of the LSE member of staff or LSE visitor to avoid conflicts between their duties to the LSE and any obligations they owe to that other institution or employer in relation to intellectual property rights, and where appropriate to ensure that the other institution negotiates and agrees suitable arrangements with LSE. LSE will provide

the LSE member of staff or LSE visitor with any support or assistance which may reasonably be requested by the LSE member of staff or LSE visitor to help him or her to comply with this requirement.

2.3 Publication of Scholarly Works and the Management of Research Data

- 2.3.1 LSE encourages LSE members of staff and LSE visitors to comply with the principles of open access to research (including research data) and to archive research data and make it available as openly as possible in an appropriate data archive, subject to: a) any duty of confidentiality (of the LSE member of staff or LSE visitor or of LSE) to any third party; b) there being no infringement of intellectual property rights; c) the protection of the rights of data subjects; d) any requests for embargo or restricted access; e) any considerations of national security; and f) paragraphs 4.2 (Intellectual Property Rights created in the context of External Relationships) and 7.1.10 (the need for confidentiality to facilitate research commercialisation).
- 2.3.2 Where LSE staff retain copyright in work produced in the course of their employment with LSE, they are encouraged to consider whether it may be possible and appropriate to release that work under a Creative Commons or other open licence. If an LSE member of staff or LSE visitor intends to assign or grant an exclusive licence of the intellectual property rights in a scholarly work to a publisher, that person is encouraged to inform the LSE Library in advance so that the LSE Library has an opportunity to negotiate suitable arrangements with the publisher to allow LSE to include the published scholarly work in the LSE Institutional Repository as a published edition or in pre-publication form and to use that scholarly work for the purposes of research and teaching and the commercialisation or exploitation of any of LSE's intellectual property rights or confidential information (including, without limitation, the creation of model questions, answers and dissertations, marketing and recruitment), in any media of LSE's choosing. LSE members of staff and LSE visitors should not do anything which prejudices or might prejudice the negotiations between LSE and the proposed publisher.
- 2.3.3 As a charity, LSE has a duty to advance knowledge and learning for the public benefit. It thus has a duty to promote the creation of original intellectual property and, generally, to make it publicly available. Where an LSE member of staff or LSE visitor does not intend to assign or grant an exclusive licence of the copyright in a scholarly work to a publisher, or has not assigned or granted an exclusive licence of, the intellectual property rights in a scholarly work to a publisher, that LSE member of staff or LSE visitor grants LSE a non-exclusive worldwide, royalty-free licence, and with the right to sub-licence, allowing LSE to use that scholarly work for the purposes of research and teaching (including, without limitation, the creation of model questions, answers and dissertations, marketing and recruitment) in any media of LSE's choosing. The licence may be revoked on the assignment of copyright by the creator to a third party or publication under a creative commons licence. LSE will not, however, undertake any commercialization of such works without the agreement of the creator and will ensure that any revenue arising from commercialization will be shared with the creators, their departments and LSE in line with the benefit sharing arrangements set out in Appendix A.
- 2.3.4 If their research data is deposited in an LSE repository LSE members of staff and LSE visitors will grant the LSE a non-exclusive, royalty free 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.
- 2.3.5 Where LSE members of staff and LSE visitors deposit research data with LSE or an appropriate external data repository they must ensure that they have:
- a) obtained all consents and permissions (including, without limitation, any licences in respect of intellectual property rights and any consents to use any personal data) necessary for the

arrangements outlined in paragraph 2.3.4, including compliance with LSE's Research Ethics Policy.

- b) complied with data protection law in respect of any personal data included in that research data;
- c) provided information relating to the intellectual property rights in that research data, any licences granted in relation to that research data and the inclusion of any personal data in that research data; and
- d) provided sufficient information about the research data so that it can be identified, fully understood and re-used and cited in accordance with the terms of any licences which apply to the research data.

2.3.6 LSE members of staff and LSE visitors must respect third party rights in any research data they use, or which they deposit with LSE.

2.3.7 Funders may require research data to be placed in a data repository or made available for reuse under an appropriate licence. In order to comply with funding conditions, LSE members of staff and LSE visitors must not assign intellectual property 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 an LSE repository and make it available for reuse under an appropriate licence.

The LSE Library is available to provide advice and assistance on data management planning, research data management and the archiving of research data.

2.3.8 Where LSE members of staff or LSE visitors wish, or are required by the funder of their research, to submit any material to a repository, they must respect any third-party rights in that material. The LSE member of staff or the LSE visitor are encouraged to notify the LSE Library of the intention to submit any material to a repository including, without limitation, to an archive not held by LSE, before the submission to ensure that the publication by that archive does not conflict with any rights of LSE in the material or any obligation the LSE members of staff or LSE visitors may have to any third party.

The LSE Library is available to provide advice and assistance on submissions to repositories.

2.4 Recordings of Lectures and other Teaching and Training Sessions

2.4.1 LSE staff (including LSE students employed or paid by LSE to deliver teaching) and LSE visitors will own the rights in their performance in any lecture or teaching session.

2.4.2 If any lecture, teaching or training session given by any LSE member of staff (including LSE students employed or paid by LSE to deliver teaching) or any LSE visitor is recorded by LSE, that LSE member of staff, LSE student or LSE visitor (as the case may be) grants to LSE an exclusive, royalty-free licence for three years from the date of the recording

- to use recordings of the performance
- to copy the performance
- to transfer it to one or more different formats or media
- to edit it solely for the purposes of technical formatting
- to do anything to it which LSE is required to do by law in order to assist LSE students with disabilities
- to distribute copies of the performance through the LSE's teaching platforms and accessible worldwide to students enrolled at LSE

In each case the recording will be as originally given or as edited for the purposes of technical formatting or assisting students with disabilities as required by law.

The recording will be used, copied, transferred, edited and / or distributed solely for the purposes of delivering LSE's educational curriculum to LSE students, respecting the rights and interests of LSE students and complying with its charitable duties, including:

a) delivering to LSE students the LSE curriculum for the academic year in or for which the lecture or teaching session was recorded;

b) delivering the lecture or teaching session to LSE students who have deferred their assessments or are re-taking their exams and need access to the course content for the academic year for or in which the lecture or teaching session was recorded for up to three years from the date of the recording. LSE students are allowed to download the performance for personal use offline solely in order to pursue their studies at LSE. The policy and associated procedures for lecture recording are set out in the Lecture Recording Policy.

2.4.3 LSE will not use the performance of any LSE member of staff (including LSE students employed or paid by LSE to deliver teaching) or LSE visitor for any purpose except those set out in paragraph 2.4.2 unless it first obtains that person's written consent. In particular, LSE will not use the recording of any individual undertaking industrial action during the period of that action or use it at any other time to cover material which would normally have been taught during the period of industrial action without their prior written consent.

2.4.4 If a person has recorded a teaching session (including lectures, seminars or classes) at the instruction of the LSE during an emergency situation, that recording will only be used to deliver the curriculum for the year for which it was recorded unless the person agrees it can be used for the period set out in para 2.4.2. For the avoidance of doubt, the provisions of this IP policy apply to such recordings in the same way that they do to recordings made in normal times.

2.4.5 If the content of the recording is translated and / or subtitles added or the substantive content has been changed in any way, the LSE member of staff or visitor will be given the opportunity to approve the translation, subtitles or changes prior to its dissemination on LSE's teaching platforms; such approval must be done in a timely manner (normally within 3 weeks) and must not be unreasonably withheld.

2.4.6 LSE will not use the recording for commercial purposes without the agreement of the creator and will ensure that any revenue arising from commercialization will be shared with the creators, their departments and LSE.

2.4.7 Any LSE members of staff (including LSE students employed or paid by LSE to deliver teaching) and LSE visitors who want to use the recording for any purpose except to deliver the LSE course for which it was recorded must first obtain written consent from the LSE School Secretary. This does not prevent the creator from using the content of the recording for research purposes or for teaching purposes in accordance with para 2.1.4.

2.4.8 Recording any lecture or other teaching session will involve LSE collecting and processing personal data. LSE will process that personal data for the purposes and on the legal bases set out in LSE's Data Protection Policy and LSE's Privacy Notice for Staff which sets out information about their rights in relation to their personal data and other information relating to LSE's processing of their personal data.

2.5 External or Visiting speakers

The intellectual property rights in the content of any lectures or talk given by external or visiting speaker who is not an LSE visitor under this Policy will be owned by that speaker. Copyright in any recording of a

lecture or talk will belong to LSE. Speakers will be asked to sign the Speaker(s)/contributor(s) Release Form before giving their lecture or talk to grant LSE a licence to use the lecture or talk in accordance with the Creative Commons Attribution-Non Commercial-No Derivatives 4.0 International licence.

3. INTELLECTUAL PROPERTY RIGHTS IN RELATION TO THE WORK OF LSE STUDENTS

3.1 Ownership

3.1.1 LSE students will own the intellectual property rights in their work (including, without limitation, in any dissertation, thesis or other scholarly work), except where paragraph 4.2 or 7.1.7 applies or the LSE student:

- a) is sponsored by a third party - a condition of the sponsorship may be that the sponsor owns the intellectual property rights in the LSE student's work;
- b) is working in industry – a condition of the agreement with the business may be that the business owns the intellectual property rights in the work done by the student or is granted a licence of those intellectual property rights;
- c) is working on a project funded or sponsored by a third party or in collaboration with a third party or is involved in LSE providing any service to a third party - a condition of the contract governing the funding, sponsorship, collaboration or service may be that the funder, sponsor, collaborator or recipient of the service owns the intellectual property rights or is granted a licence of those intellectual property rights;
- d) is working on a project funded or sponsored by a third party or in collaboration with a third party - a condition of the funding, sponsorship or collaboration may be that the work be made available on an open access basis or that the work be commercialised;
- e) creates or is involved in the creation of any work or intellectual property rights which LSE has agreed to assign or license to a third party;
- f) creates or is involved in the creation of any work or works whose authorship cannot be attributed to one or a discrete number of authors but rather result from simultaneous or sequential contributions over time by multiple LSE members of staff, visitors and/or students. For example, software tools developed and improved over time by multiple LSE members of staff and students where authorship is not appropriately attributed to a single or defined group of authors;
- g) creates or is involved in the creation of any work or intellectual property rights which build on or further develop existing work or existing intellectual property rights or confidential information of LSE, another LSE student, an LSE member of staff, visitor, a sponsor or a collaborator which are licensed to or owned by LSE;
- h) creates or is involved in the creation of any work which LSE wishes to use for administrative or managerial purposes or which LSE has funded through a specific grant of university funds or has specially commissioned the student or others with whom they are involved to create (whether or not for separate remuneration); or
- i) is also employed or paid by LSE to assist in the conduct of research of an LSE member of staff or LSE visitor and is working in that capacity.

3.1.2 Where LSE students do not assign intellectual property rights to LSE in accordance with this Policy, LSE students grant to LSE a non-exclusive, worldwide, royalty-free and irrevocable license, without limit in time, 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 LSE's intellectual property rights or confidential

information including the creation of student model questions, answers or dissertations, in any media of LSE's choosing, but excluding the purposes of commercialization. However, LSE will not make that material available to anyone other than LSE staff or students without the creator's consent.

3.1.3 Where LSE has agreed to assign or license any intellectual property rights in any work in which the LSE student is or becomes involved in creating to any sponsor, collaborator or other person, the LSE student will assign the intellectual property rights in that work to LSE on request. If the LSE student refuses to do so, LSE may decide that the LSE student is not to be involved in the relevant project or work.

3.1.4 In cases 3.1.1 d), f), and g) above, LSE may (at its discretion) request the LSE student to: i) transfer or assign intellectual property rights to LSE; or ii) make the LSE student's work available to the public without restriction, and the LSE student will comply with that request. If the LSE student refuses to do so, LSE may decide that the LSE student is not to be involved in the relevant project or work.

3.1.5 In case 3.1.1 h) and i) above, the intellectual property rights in the work will belong to LSE.

3.1.6 LSE Library is available to provide advice to students on assigning intellectual property rights, but students are advised to seek independent advice. In particular students are advised to seek advice before entering into any contracts or collaboration arrangements with third parties to ensure that they are fully aware of what rights they may or may not have to work delivered under that arrangement. Students are advised to consult the LSE Library for advice.

3.2 Scholarly Works and Publications by LSE Students

3.2.1 LSE students must submit their final thesis or dissertation to the LSE Library in accordance with the rules and procedures set out in LSE's Regulations for Research Degrees. LSE students may ask the LSE Library not to make their work available to the public if they think to do so will or might: a) prejudice their ability to have it published by a commercial publisher; b) breach any duty of confidentiality; c) infringe intellectual property rights; d) breach the rights of any data subject; e) fail to comply with any requests for embargo or restricted access; or f) constitute a threat to national security or to their personal security; or g) any other reason which the student wishes LSE to consider relating to their own position or that of third parties.

3.2.3 LSE encourages LSE students to publish scholarly works on an open access basis and to observe the provisions set out in paragraph 2.3, subject to: a) any duty of confidentiality (of the LSE student or of LSE) to any third party; b) paragraphs 4.2 (Intellectual Property Rights created in the context of External Relationships) and / or 7.1.10 (the need for confidentiality to facilitate research and commercialisation).

3.2.4 If they are required to do so by the funder of their research, LSE students must publish their scholarly works on an open access basis in accordance with the funder's requirements and paragraph 2.3 will apply to the LSE student as though the LSE student were an LSE member of staff.

3.2.5 The LSE Library is available to provide advice and assistance on open access.

3.3 Recorded Lectures and other Teaching or Training Sessions

3.3.1 LSE students may record any lecture or other teaching session with the clear consent of the person giving the lecture or teaching session provided: LSE students use that recording only for their personal study related to the course which was being delivered by the lecture or teaching session and, once they have completed that course of study, they permanently erase all downloaded copies of the lecture or other teaching session. LSE students agree not to publish or distribute either the recordings they have made, or recordings made through LSE's lecture recording systems.

3.3.2 The policy and associated procedures for lecture recording are set out in the Lecture Recording Policy.

3.3.3 Recording any lecture or other teaching session will involve LSE collecting and processing personal data. LSE will process that personal data for the purposes and on the legal bases set out LSE's Data Protection Policy and LSE's Privacy Notice for Students which sets out information about their rights in relation to their personal data and other information relating to LSE's processing of their personal data.

4. INTELLECTUAL PROPERTY RIGHTS IN WORK CREATED IN THE CONTEXT OF EXTERNAL RELATIONSHIPS

4.1 General

The terms of any contract or agreement between LSE and an external organisation or other third party relating to intellectual property rights will prevail over anything to the contrary in this Policy.

4.2 Funders, Sponsors, Collaborators and Customers

4.2.1 LSE may enter into agreements with funders, sponsors, collaborators and customers. The terms of those agreements will determine any revenue shares, the ownership of and rights to use the intellectual property rights in the results of the project and the confidentiality of the results of the project.

4.2.2 LSE may agree such terms with funders, sponsors, collaborators and customers as it sees fit but LSE will usually endeavour to negotiate terms which allow:

- a) LSE to use the results of the project for the purposes of achieving its mission and purposes and complying with its charitable duties;
- b) LSE members of staff and LSE students to publish or otherwise disseminate the results of the research, preferably on an open access basis; and
- c) LSE students to deposit theses and dissertations in the LSE Library on LSE'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 intellectual property rights or to agree commercialisation or other exploitation arrangements.

4.3 Consultants, Contractors and other Service Providers

4.3.1 LSE 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 intellectual property rights.

4.3.2 LSE may agree such terms with consultants, contractors and other service providers as it sees fit but LSE will usually endeavour to negotiate terms which provide for LSE:

- a) owning the intellectual property rights in any work created specifically for LSE by any consultant, contractor or service provider; and
- b) to have a royalty free, worldwide licence to use (with the right to sub-license) any pre-existing intellectual property rights including, without limitation, third party rights used by the consultant, contractor or service provider in rendering services to LSE.

4.4 Assignees and Licensees

4.4.1 LSE may enter into agreements with assignees and licensees. The terms of those agreements will determine the ownership of and rights to use intellectual property rights.

4.4.2 LSE may agree such terms with assignees and licensees as it sees fit but, LSE will usually endeavour to negotiate terms which:

- a) provide LSE with a fair return for the assignment or licence;
- b) allow LSE to use the intellectual property rights for the purposes of achieving its mission and purposes and complying with its charitable duties, including without limitation ensuring its financial sustainability;
- c) allow LSE members of staff and LSE students to publish or otherwise disseminate the results of research, preferably on an open access basis; and
- d) allow LSE students to deposit theses and dissertations in the LSE Library on LSE's usual terms for the same,

subject to arrangements to keep any work confidential while steps are taken to protect intellectual property rights or to agree commercialisation or other exploitation arrangements.

5. MORAL RIGHTS

5.1 Creators of literary, dramatic, musical and artistic works and film, and some performances have moral rights irrespective of who owns the intellectual property rights in those works.

5.2 Where LSE publishes or uses work by a member of LSE staff, student or visitor, generally it will aim to respect the moral rights of that author by identifying them as the author of the work and not subjecting the work to derogatory treatment. This general principle applies whether or not the author retains copyright in the work, and whether or not they have licensed the LSE to use the work.

5.3 However, LSE staff, students and visitors:

- a) will generally not hold any moral rights in institutional materials including reports, syllabuses, curricula, and papers commissioned by the University for administrative purposes;
- b) will generally be required to waive their right to be identified as the author of a work where appropriate, for example where the University publishes commentaries from examiners or academic peer reviews;
- c) may be requested to waive their right to object to derogatory treatment of a work in order to allow teaching materials which they have licenced to LSE under para 2.1.3 to be edited only for the purposes of technical formatting or updated or revised without their future input during the period of the licence, such consent not to be unreasonably withheld;
- d) may be requested to waive their moral rights or right object to derogatory treatment of a where the waiver of moral rights is required by any person to whom LSE agrees to assign any intellectual property rights or to grant any licence to use them, such consent not to be unreasonably withheld;

5.4 Otherwise LSE will not request LSE members of staff, LSE students and LSE visitors to waive any moral right.

6. LSE'S NAME AND TRADE MARKS

6.1 LSE members of staff, LSE students and LSE visitors must not mislead the public into believing that LSE is associated with or involved in any product, service, work, activity or project when that is not the case.

6.2 Even where LSE is associated with or involved in any product, service, work, activity or project, LSE has the exclusive right to use:

- its names (The London School of Economics and Political Science and LSE);
- its logo; and
- any trademark, service mark and domain name which incorporates either of LSE's names or its logo or is in some other way associated with LSE.

6.3 LSE staff, LSE students and LSE visitors may use the LSE logo in the normal course of their employment, study or visiting arrangement at LSE (e.g. teaching, dissemination of research, outreach and engagement, management and administrative works), including when teaching or presenting outside LSE in their capacity as an LSE member of staff, visitor or student and using their LSE affiliation. In all other cases, LSE members of staff, LSE students or LSE visitors must ask permission from the LSE Communications Division to use any of LSE's name(s), logo, marks or domain names for one or more specific purposes.

6.4 Unless that permission has been granted by LSE in writing, LSE's name(s), logo, marks and domain names and any name, logo, mark or domain name which is similar to any of LSE's name(s), logo, marks and domain names must not be used. In particular, the LSE logo must not be used without express written permission on outside work undertaken as a purely private activity, on collaborative arrangements with third parties outside the normal course of collaborative teaching and research activities, or on ventures founded by LSE staff, students or visitors alone or in collaboration with others, or in ways which would suggest that the LSE has endorsed or is in any way involved with an external organisation or activity.

6.5 Any LSE member of staff, LSE student or LSE visitor who has been given permission by LSE to use any of LSE's name(s), logos, marks or domain names will comply with the Brand Identity Guidelines issued by LSE from time to time.

6.6 Any LSE member of staff, LSE student or LSE visitor must stop using any of LSE's name(s), logos, marks or domain names when that individual ceases to be an LSE member of staff, LSE student or LSE visitor or if they are breaching the provisions in this section or the Brand Identity Guidelines.

7. COMMERCIALISATION AND OTHER DEVELOPMENT OF RESEARCH

7.1 General

7.1.1 In order to enhance the impact of their research, and potentially to enable LSE, LSE members of staff, LSE students and LSE visitors to benefit from its commercial value, LSE wishes to encourage LSE members of staff, LSE students and LSE visitors to identify works which they think may have commercial potential and to assist in the development of their work for that purpose, and will seek to ensure that the benefits of any commercialisation are shared fairly between them and LSE.

7.1.2 In order to enhance the impact of their research, LSE also wishes to encourage LSE members of staff, LSE students and LSE visitors to identify works which have the potential to be disseminated through social enterprises or other not for profit vehicles, or on an open source basis, and to assist in the development of their work for those purposes including, where appropriate, ensuring protections are in place to prevent their commercial exploitation by others.

7.1.3 LSE members of staff may be permitted to carry out consultancy work outside their employment as specified in their employment contract and must comply with the relevant associated policies and procedures including the Outside Work Policy, advice on which can be provided by the LSE Consulting team (outside work undertaken as a purely private activity). If staff, students or visitors are undertaking consultancy in a purely private capacity (ie not through LSE Consulting) they must not represent themselves as acting on behalf of LSE nor use LSE headed stationery, nor use LSE premises, facilities or resources, and they will not be covered under the LSE's insurance policies.

7.1.4. Any LSE member of staff or LSE visitor who wishes to commercialise their work or intellectual property rights or to create the means for their wider dissemination and exploitation on a profit or not for profit basis, should contact LSE Innovation or LSE Consulting and must contact them if he or she wishes to commercialise the intellectual property rights of LSE or exploit them on a not for profit basis. Any LSE student who wishes to commercialise their work or intellectual property rights or to create the means for their wider dissemination and exploitation on a profit or not for profit basis may contact LSE Innovation for assistance, and must contact LSE Innovation or LSE Consulting if he or she wishes to commercialise the intellectual property rights of LSE or exploit them on a not for profit basis.

7.1.5 Any LSE member if staff, LSE student or LSE visitor who is unsure whether their work is or can be protected by intellectual property rights or rights of confidence or has the potential to be commercialised or exploited, should seek the advice of LSE Innovation or LSE Consulting.

7.1.6 LSE members of staff, students and visitors should be aware that even if they want to develop their works for use on a non-profit or open source basis that they should contact LSE Innovation for advice to ensure that the appropriate protections are put in place to protect the intellectual property rights in that work, for example by setting conditions of the use of that work by others for commercial purposes.

7.1.7 If LSE Innovation or LSE Consulting decides to assist in the commercialisation or exploitation on a not for profit basis of any work or intellectual property rights or rights of confidence of on the one hand LSE, and on the other LSE members of staff, LSE students or LSE visitors (each called a creator), LSE Innovation or LSE Consulting will work with the creator(s) to form a development plan and, where applicable, a plan for the sharing of revenues or the allotment of equity (or both) in accordance with this Policy.

7.1.8 In order to facilitate the development of work for commercialisation or its exploitation on a for profit or not for profit basis, e.g. through a not for profit vehicle or open source medium, LSE will normally require the creator to assign the intellectual property rights in the work to LSE, in so far as LSE does not own those rights, and work with the creator to develop them. The creator may also be requested to waive their moral rights in the work in order to facilitate the commercialisation or distribution of their work, in particular where that moral right interferes or is likely to interfere with the commercialisation of any work or the intellectual property rights in it. The LSE may at its discretion decide not to provide support for the development of the work if the creator does not accede to these requests or does not otherwise agree to abide by LSE's policies and procedures (for example relating to outside work, conflicts of interest or the LSE's Ethics Code). The LSE will seek to ensure a fair sharing in the profits which may result from the commercialisation or other development of those intellectual property rights as set out in section 7.2 below.

7.1.9 LSE members of staff, LSE students and LSE visitors are advised to keep records of the creation of any work in order to be able to show that they created that work and in particular to identify any third party rights in any data or materials used in the creation of that work which may limit their rights or the rights of the LSE to use that work for commercial or other purposes. It should be noted that exemptions to copyright or uses of data which are available for work which is for research, teaching or non-commercial purposes are generally not available for commercial purposes, even if the material is publicly available, and so additional due diligence is likely to be required to ascertain that rights of third parties are not affected or that appropriate consents have been obtained.

7.1.10 Some ideas and concepts which are valuable for research or commercialisation purposes are not capable of being protected by intellectual property rights and are valuable only for so long as they are

kept confidential. Notwithstanding academic norms of publication and open dissemination of ideas, LSE members of staff, LSE students and LSE visitors are advised that non-confidential disclosures of any work (including oral statements to another person, even where that disclosure is not made in a public setting) or confidential information (including, without limitation, the submission of any work or confidential information to any journal for review or publication, or to conference organisers or at a conference) may potentially jeopardise future research or commercialisation. LSE may require anyone seeking LSE's assistance to commercialise their work to keep it confidential while steps are taken to protect intellectual property rights or to agree exploitation arrangements (or both).

7.1.11 LSE Innovation and LSE Consulting are available to provide advice and assistance to LSE members of staff, LSE students and LSE visitors on any of the above matters. In particular, given the need to strike a balance between early dissemination of ideas and the need for confidentiality in order to enable their development, anyone who wishes to explore the possibility of commercialising their work or intellectual property rights or to create the means for their wider dissemination and exploitation on a profit or not for profit basis should consult with LSE Innovation or LSE Consulting as early as possible in the research process and preferably before making any disclosure of any idea.

7.2 Revenue Sharing and Equity in Spin-out Companies

7.2.1 LSE takes a collaborative approach to the commercialisation of intellectual property rights and this Policy is designed to ensure that, where possible, LSE and the creators of a work each receives a fair share of the financial returns from the commercialisation of that work. If LSE receives any revenues from the licensing or assignment of any intellectual property rights in any work created by any LSE member of staff, LSE student or LSE visitor which they have assigned to LSE, the net revenues (after the deduction of costs in accordance with Appendix A) will normally be shared between the creators of the work, their department, centre or institute, and LSE in accordance with Appendix A to this Policy.

7.2.2 Where several individuals who are LSE members of staff, LSE students or LSE visitors contribute to the creation of any work in which they assign the intellectual property rights to LSE and where LSE receives any revenues from the licensing or assignment of those rights, the usual proportion of revenue payable to them as creators is set out in Annex A. The creators will be responsible for deciding amongst themselves how the proportion of the net revenues (after the deduction of direct costs) payable to them is split between them. In making that decision they must comply with LSE's Ethics Code and Conflicts of Interest Policy.

7.2.3 The revenue sharing arrangements set out in this Policy will continue after a creator has ceased to be an LSE member of staff, an LSE student or an LSE visitor. If an LSE member of staff, an LSE student or an LSE visitor dies, their estate will be entitled to the deceased's share of any revenues. LSE will not be obliged to pay any revenue share to any LSE member of staff, an LSE student or an LSE visitor, or to their estate if that individual or their estate has not provided LSE with up-to-date contact details and the LSE has made reasonable endeavours to contact them.

7.2.4 If LSE (or a subsidiary company of LSE) takes any equity in a spin-out company in return for the licensing or assignment of any intellectual property rights in any work created by an LSE member of staff, LSE student or LSE visitor, that person may be given the opportunity to take equity in that company in addition to, or in lieu of, all or part of their revenue share in accordance with Appendix A. LSE Innovation and LSE Consulting are available to provide advice and assistance to LSE members of staff, LSE students and LSE visitors on any of these matters.

8. LSE'S DEALINGS WITH INTELLECTUAL PROPERTY RIGHTS

8.1 LSE may deal with any intellectual property rights which it owns fully or partially, or which have been licensed to it as it determines and in accordance with the principles set out in this Policy provided LSE:

a) honours any right the creator may have to share in the revenues received by LSE as set out in paragraph 7.2; and

b) complies with the terms of the licence and any other obligations to third parties.

8.2 LSE may decide not to use, commercialise or exploit any intellectual property rights or confidential information or materials, and may decline to assist any LSE member of staff, LSE student or LSE visitor in the exploitation or protection of their rights at its discretion, though that discretion will be exercised in compliance with the principles of this Policy. In such cases the LSE will grant an exclusive licence to the creator (License Back to Creators) so that they can take over the commercialisation themselves. In return the creator will agree to give back 1% of net sales as royalty payment to LSE, or 10% where they do not commercialise the IP themselves but find a licensee to do so instead.

8.3 LSE may take such action as it decides if it discovers that its intellectual property 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, LSE 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.

9. RESPONSIBILITIES WITHIN LSE

9.1 The LSE Council is responsible for approving this Policy and any amendments or updates to it which significantly affect the allocation of intellectual property rights under the Policy between the School and its staff, students or visitors.

9.2 The LSE Council or the School Management Committee may initiate a review of this Policy from time to time. That review will be undertaken in consultation with LSE members of staff, LSE students and LSE visitors in accordance with LSE's governance channels and normal and mandated practices, including consultation with Academic Board. SMC may approve all other changes to the policy which do not fundamentally change the allocation of intellectual property rights set out in this Policy.

9.3 Responsibility for the management and implementation of this Policy, including the approval for licensing LSE IP and for the creation of spin outs, lies with the LSE School Secretary, who may delegate that responsibility.

9.5 Responsibility for taking any decision in relation to the protection of LSE's intellectual property rights or rights of use including, without limitation, applying for and maintaining any registration, abandoning any application and not renewing any registration, lies with the LSE School Secretary, who may delegate that responsibility.

9.6 Responsibility for pursuing or bringing any claim against any infringer of LSE's intellectual property rights or rights of use or anyone who breaches LSE's rights of confidence or settling any claim in relation to any intellectual property rights, rights of use or rights of confidence, lies with the LSE School Secretary, who may delegate that responsibility.

9.7 Responsibility for taking any decision in relation to the commercialisation, exploitation, licensing or assignment of any intellectual property rights or permitting the disclosure or use (or both) of any confidential information or confidential works lies with the LSE School Secretary, who may delegate that responsibility.

9.8 Requests for LSE to consider granting any such license or making any such assignment must be made to LSE Innovation in the first instance.

10. CONFLICTS OF INTEREST

LSE members of staff, LSE students and LSE visitors must report any conflict of interest between, on the one hand, the interests of LSE and, on the other hand, that individual's personal, professional, and business interests (and those of their relatives and business associates) so that they may be appropriately managed in accordance with LSE's Conflict of Interests Policy.

11. DISPUTES

If there is an individual dispute concerning this Policy, LSE'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 School Secretary who may refer it to an independent third party for resolution, including, without limitation, an independent arbitrator or mediator.

12. PUBLICATION OF THIS POLICY

12.1 LSE will publish this Policy and any amendment or update to it on LSE's website.

APPENDIX A REVENUE SHARING AND EQUITY IN SPIN-OUT COMPANIES

Eligibility

Whether or not a creator is eligible to receive a share of revenues from the exploitation of a work or any equity in a spin-out company will be determined by their contribution to the creation of the intellectual property rights, as set out in the relevant UK law governing the subject.

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.

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 agreeing in writing to their inclusion.

Net Revenues

Net revenues refers to the gross revenues actually received by LSE from the licensing or assignment of any intellectual property rights in a work created by any LSE member of staff, LSE student or LSE visitor, or from the sale of LSE's equity in any spin-out company after the deduction of:

- a) any and all expenses incurred by LSE (including, without limitation, patent agent's fees) in connection with the filing, prosecution and maintenance of the intellectual property rights;
- b) any and all legal fees incurred by LSE in connection with the creation, ownership and commercialisation, exploitation, defence and enforcement of the work or the intellectual property rights in it;
- c) any and all expenditure by LSE on insurance relating to the maintenance and enforcement of the intellectual property rights;
- d) any and all revenue shares payable to third parties, such as sponsors and collaborators;
- e) any and all other costs and expenses incurred by LSE in connection with any of the following: the creation, ownership and commercialisation, exploitation, defence and enforcement of the work and the intellectual property rights in it and including a contribution towards the costs of LSE Innovation, but excluding any expenses which have been covered by external funding including by grants such as HEIF; and
- f) any and all other expense incurred by LSE and agreed between LSE and the creators of the work. LSE will keep a record of all expenses associated with each project.

Normal Revenue Distribution

Net Revenues (in aggregate)		Shares of Net Revenues	
LSE	Creators (in aggregate)	Department/ Centre/Institute	
Up to and including £50,000K	20%	80%	0%
Greater than £50,000, but equal to or less than £150,000	20%	60%	20%
Greater than £150,000	20%	50%	30%

LSE gives no guarantee as to the amount of any Net Revenues.

LSE employees 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 intellectual property rights.

LSE members of staff, LSE students and LSE visitors will enter into a separate written agreement in writing to give effect to the sharing of Net Revenues signed by all eligible creators and the LSE with respect to each project and that agreement will take precedence over this Policy. In exceptional cases the revenue distribution may vary from those set out in this Policy.

That revenue sharing agreement may include an individual who has made a contribution to the Intellectual Property rights but who is not a creator, for the purpose of revenue distribution under this Policy, provided that the named creators who are sacrificing a portion of their revenue share in favour of that individual agree to their inclusion in writing.

In the absence of any written revenue sharing agreement, payment of revenue shares will be made annually in arrears, and payments will be made only once a minimum of £100 is due. In the case of LSE employees, payments will be subject to the deduction of income tax and, where applicable employees' NICs.

Where it is agreed that an LSE member of staff, LSE student or LSE 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 an LSE member of staff, LSE student or LSE visitor may, if agreed in writing by LSE, take both a revenue share and equity where that LSE member of staff, LSE student or LSE 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 for advisory or consultancy services, but all such services MUST be provided through LSE Consulting 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 normal revenue distribution set out above.

Note that the LSE may withhold any revenue share which has otherwise been agreed if the LSE member of staff, LSE student or LSE visitor has not complied with this policy.

Equity shares in spin-outs or related companies

The following table gives an indication of typical shares of equity assuming that there are no other investors, but the actual share of equity of an LSE member of staff, LSE student or LSE visitor in a spin-out company will be negotiated on a case by case basis, having regard to the potential value of the business being created and the respective contributions, commitments and involvement of the LSE members of staff, LSE students, LSE visitors, LSE and any other investors. The levels of equity share will vary on a case by case basis but the LSE share will not normally exceed 30%.

LSE's contribution to development and on-going support	LSE or LSE's subsidiary's equity	Creators' equity (in aggregate)
None	5-10%	95-90%
LSE contribution to development, but no on-going support	10-15%	90-85%
LSE contribution to development and on-going support (including an observer on the board)	15-30%	

The LSE may also accept convertible notes in certain circumstances but would normally require a 20-25% discount on the share price on conversion.

How contributions of new intellectual property rights and funding after the formation are recognised in terms of equity or other security interests are matters for negotiation and agreement at the relevant time. Where LSE receives equity in a company other than in return for the licensing or assignment of intellectual property rights to a new company including, without limitation, in return for investment in that company or in consideration for access to LSE's facilities or resources, LSE members of staff, LSE students and LSE visitors will not be entitled to share any income received in relation to that equity. However, LSE may distribute income to a unit of the School, including a Department, Institute, Centre or professional services division, whose resources (including staff time) have contributed significantly to the creation of the company.

LSE will not hold shares on behalf of LSE staff, students or visitors. If a member of LSE staff, student or visitor wants to take equity in a company they must do so directly.

The LSE 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 the LSE. To that end the LSE may require that it has an observer on the board of the company.

A post-licensing spin out company must enter into a separate agreement with LSE if it wishes to continue to benefit from LSE resources, including access to space, IT resources, and from LSE personnel including professional service staff and students.

APPENDIX B DEFINITIONS

to assign: to transfer ownership and assignment is a transfer of ownership of intellectual property rights;
to commercialise: to use intellectual property rights in a way intended to generate value or a commercial return, for example in the form of a marketable product, process or service;

confidential information: information which has not been disclosed unless under a non-disclosure agreement;

a creator: an individual who creates or makes a substantial intellectual contribution to a work;

to create: to write, author, code, produce, develop, invent, conceive, reduce to practice, devise, design, perform, translate or some other way create a work or make a substantial intellectual contribution to a work;

a data subject: an individual who is the subject of personal data;

equity: ordinary or voting shares and / or share options or similar interests in the capital of a spin-out company;

to exploit: to use intellectual property rights, except for the academic or research purposes, including (without limitation) to commercialise intellectual property rights;

to infringe: to use intellectual property rights or a work protected by intellectual property rights without a licence, and an infringer is someone who is not the owner and uses intellectual property rights or a work protected by intellectual property rights without a licence;

intellectual property rights: rights which allow the owners of those rights to control how a work is used and exploited; see the sources of information about intellectual property rights in Appendix B;

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;

a licence: permission or authority to use intellectual property rights or confidential information (or both);

a licensee: a person (including a business entity) that uses, exploits or commercialises any intellectual property rights licensed to or assigned to that company by LSE

LSE's facilities and resources: for example, any and all of the following provided by LSE: pre-existing intellectual property rights or works, pre-existing know-how or confidential information, office space, other accommodation, an LSE IT account, an LSE email address, access to the LSE library, professional support services, funding, reimbursement of expenses, and any other service or assistance from LSE members of staff or LSE's advisers;

moral rights: include:

- the right to be recognised as the creator of a work;
- the right to object to derogatory treatment of a work; and
- the right not to be named as the creator of a work which the creator did not create;

a non-disclosure agreement: an agreement which contains an obligation to keep information or materials confidential and often a restriction on the use of that information or materials for limited purposes; sometimes called an NDA or a confidentiality agreement;

a performance: a live performance, whether or not in front of an audience;

personal data: information which relates to a living individual who is identified or can be identified (whether from that information or from other information) including, without limitation, any image of that person;

teaching materials: any work produced for the purpose of developing or delivering LSE's curricula including, without limitation, course materials and materials distributed to students for the purposes of the curricula through any means and including 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; but excluding the creator's teaching preparatory notes which are not distributed to students; it does not include materials prepared or delivered for in-house training and / or for administrative and management purposes

a recording: a film, or sound recording, made directly from a live performance, a broadcast of the performance, or made from another recording of it and to record is interpreted accordingly;

research: work undertaken on a systematic basis in order to increase the stock of knowledge and the use of this stock of knowledge to devise new applications, comprising: basic research, applied research and experimental development and including policy advice and related materials; it does not include work created for the purposes of the management or administration of the LSE or any unit within it;

right of confidence: the right of a person to insist that information or material is kept confidential, often created under a non-disclosure agreement but sometimes inferred from the nature of information or the circumstances of its disclosure;

scholarly works: materials created as part of research activity and include, without limitation: books; articles in peer-reviewed journals; conference papers; blogs relating to research projects; computer software and databases created as part of research activity; teaching preparatory notes which are not distributed to students; 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, but the following are not scholarly works: teaching materials; any work commissioned by LSE (whether or not for separate remuneration); any work created for the purposes of the management or administration of the LSE 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

a spin-out company: a company that involves an LSE related founder or cofounder, and / or that involves LSE during its formation stage (which can include having LSE as a shareholder) and / or that licences or owns LSE derived intellectual property

substantial use: extensive unreimbursed use of any of LSE's facilities and resources, except the use of the LSE Library, office space or other premises and, in the case of an LSE student, the teaching of the LSE course on which that LSE student is registered;

a trade secret: confidential information which is not publicly available and which has commercial value because it is confidential;

a work: something which is protected or is capable of being protected by one or more intellectual property 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 LSE's facilities or resources or commissioned by LSE (whether or not for separate remuneration).

SOURCES OF INFORMATION ABOUT INTELLECTUAL PROPERTY RIGHTS IN THE UK

www.gov.uk/intellectual-property-an-overview

<https://www.gov.uk/government/publications/ip-basics/ip-basics>

<https://www.gov.uk/topic/intellectual-property/copyright>

<https://www.gov.uk/topic/intellectual-property/patents>

<https://www.gov.uk/topic/intellectual-property/designs>

<https://www.gov.uk/topic/intellectual-property/trade-marks>

<https://www.ipo.gov.uk/iphealthcheck.htm>

<https://www.gov.uk/government/publications/intellectual-property-for-universities>

Review schedule

Review interval	Next review due by	Next review start
1 year	May 2021	Feb 2021

Version history

Version	Date	Approved by	Notes
1.0	11 February 2020	Council	
1.0	12 December 2019	Academic Board	

Contacts

Position	Name	Email	Notes
Strategic Director of Innovation	Julia Black	j.black@lse.ac.uk	

Equality Impact Assessment

EIA completed?	Yes
Date Completed	1st November 2019

Communications and Training

Will this document be publicised through Internal Communications?	Yes
Will training needs arise from this policy	Yes
If Yes, please give details Guidance currently being compiled to accompany the policy	