

Intellectual Property Policy

Frequently Asked Questions

Note that these FAQs are intended to act as guidance to understanding the IP Policy and should be read in conjunction with the Intellectual Property Policy (IP Policy) which is the higher authority in case of ambiguities and conflicts.

1. Why do we need a new IP Policy?

Currently we have a number of guidelines and policies which deal with IP, eg the [Financial Regulations](#) and the [General Academic Regulations](#), but these overlap in various ways resulting in a complex and somewhat confused situation. This IP Policy creates for the first time a single IP policy for the School which will take precedence over all other regulations and policies related to IP.

2. How does the new IP Policy change the previous position?

The new policy puts into effect a substantial redistribution of IP rights away from LSE and to staff and students. Under our previous Financial Regulations (which formally took precedence over all other codes or regulations) all IP in works created by members of staff and students was owned by the LSE. This was in line with conventional interpretations of UK law, though not with our practices nor those of most other universities. The IP Policy changes this position and clearly states that the copyright in scholarly works and teaching materials normally belong to their authors – both staff and students. However, the LSE can use some teaching materials to ensure continuity of teaching provision – in practice it is our Departments who will need use of teaching materials – see Q 7 below.

3. Do staff own the IP rights to their research under the new policy?

The policy codifies the current practice that all staff and visitors own the copyright in their research outputs, including rights in databases they produce. Note that research outputs are called 'scholarly works' in the Policy.

However, LSE is bound by any agreement we have with third parties such as funders or collaborators. In particular, externally funded research (eg by ESRC, Leverhulme, Nuffield) often require LSE to own the IP in research outputs produced under the grant, though our normal practice is to enable researchers to publish their research freely. In addition, where multiple researchers have worked on a collective project over time such that it is not possible to identify any individual contributions, the IP in that collective work will belong to the LSE. In practice, this will apply mainly to large research projects (where the

issue of IP ownership is not already covered by funders' requirements) and to teaching materials which are amended over time, such as worksheets.

In addition, LSE may commission staff or students to produce research for the LSE's purposes; in these cases the rights in the research will belong to LSE. For example, a research assistant's work products that are specifically assigned and supervised by the superiors may not constitute "scholarly works" and are owned by LSE.

We do have professional service staff who are published authors – the IP policy may not affect their ownership of the IP in the work they produce for two reasons: if it is not produced in the course of their employment, or if it is not being produced for LSE's administrative or management purposes.

4. What are the exceptions to this rule of "staff own the IP rights to their research"?

There are some notable exceptions listed under IP Policy 2.1.2, which are listed here for your easy reference (formatting changed for readability): 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**.

5. Does the IP Policy require me to publish my research or research data on an open-access basis?

The Policy imposes no requirements to publish on an open access basis beyond those already imposed by funding bodies or others. The LSE Library is able to offer assistance in complying with open access requirements.

Retained rights in academic publications

When your academic works are published, the publisher may require that you assign (i.e., transfer ownership) or license the copyright. In either case, you may wish to retain certain rights such as the right to use your own works in teaching and research and presentations, and such negotiated rights can be built into the licensing agreement, or in the publication agreement (under the assignment scenario).

6. What if I am in a research collaboration and my collaborators are at universities or other organisations whose IP policies conflict with LSE's?

The IP policy does not change the fact that universities' IP policies often conflict with those of other institutions, including non-academic institutions. Usually this inconsistency does not present a material problem because each joint owner of IP may exploit the IP rights independently. However, if the collaboration is (i) with a non-academic organisation or (ii) with researchers in another university and is likely to lead to research, which may be commercialised or developed in ways other than through the usual publication routes, then authors must contact the Research and Innovation Division at an early stage to ensure that appropriate agreements are in place with respect to pre-existing IP (which will be brought into the collaborative project) and new IP created during the project.

7. What is the position with respect to research or consultancy work done outside my employment with LSE?

The IP policy applies to staff, students and visitors in the course of their employment, studies or visiting arrangement with LSE. Staff on academic terms and conditions of employment are able to spend a certain amount of time on non-LSE work, including consultancy ('outside private work'). The ownership of the IP in that work will depend on the terms and conditions of any consultancy or other agreement they have entered into with respect of that work.

Staff undertaking such work are advised to channel it through LSE Consulting who will be able to advise on the contract, manage invoice payments and so forth. LSE Consulting will always try to negotiate the freedom for researchers to publish their research based on the consultancy, subject to confidentiality requirements. Staff will also be covered by LSE's insurance if they route their consultancy through LSE Consulting.

Staff can do independent consultancy subject to the LSE's procedure on '[outside private work](#)', if they do so they are not to use any LSE resources in producing that work (including office space, IT, or secretarial support), and they will not be covered by LSE's insurance. They are therefore advised to have the appropriate insurance in place to cover themselves for any liabilities and for any legal costs they may incur, for example in defending their IP should any dispute arise. Staff can reference their position at LSE in such consultancy work but cannot use the LSE logo or hold out that the work is approved by LSE in anyway.

8. Can the LSE use teaching materials I have created, such as powerpoint slides, handouts, worksheets??

The author owns the copyright in these materials but gives LSE the right to use those materials in furtherance of its mission and purpose, notably education. However, the LSE does not have the right to use powerpoint slides or other audio-visual aids or texts of lectures without the author's permission.

In practice this provision enables others in the Department to use someone's teaching materials in order to ensure that teaching can be covered whilst faculty are on sabbatical or buy-out, or to enable graduate teaching assistants to use course handouts, worksheets, problem sets, and so forth when they are teaching on large courses. LSE will ensure that so far as reasonably possible the author's role in creating the materials will be acknowledged, though this may not always be possible when materials are incrementally amended over time. Note that the provision does not affect the expectation that newly appointed and / or tenure track faculty will be designing their own courses and producing their own teaching materials. Further, LSE (including Departments) are not allowed to use those teaching materials for commercial purposes (ie beyond delivery of the LSE's main curriculum as noted above) without the creator's consent. Page Break

9. Can I use my teaching materials to give guest lectures whilst I am employed by LSE?

Yes, as this is unlikely to impede the LSE from pursuing its charitable objectives. You may use your LSE affiliation when delivering that teaching. However, you 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 grant the other institution the rights to use those materials once your visit or teaching there has finished. Further, as you are employed to teach LSE students your primary responsibility is to them. Therefore you are not to use those teaching materials for commercial purposes or private gain unless the LSE agrees, and you may be required to enter into a benefit sharing agreement with LSE for any income generated. Staff who are employed to teach by more than one institution should also comply with that other institution's policies on use of teaching materials.

10. Can I use my teaching materials once I have left LSE to teach elsewhere?

Yes, this is normal academic practice and is unlikely to impede the LSE from pursuing its charitable objectives.

11. If I give an in-house training course for staff and students at LSE, who owns the IP in those training materials?

The LSE will own the IP in such materials as they are being used for administrative and management purposes, such as staff training, or student-facing training courses which are not part of their degree programme

12. If the LSE commissions me to produce an online course, or materials for an executive education programme, custom programme or summer school course, who will own the copyright in those teaching materials?

The IP rights in work separately commissioned by LSE will normally belong to LSE. Teaching materials produced for executive programmes, summer school courses, online courses, custom programmes or other programmes outside the LSE's normal undergraduate and postgraduate courses are subject to separate agreements and to separate remuneration. Note that LSE may be bound by agreements with third parties, such as online course providers, which may require LSE to own the IP in materials produced for that course.

13. Does the IP Policy require me to have my lectures recorded?

No; the policy covers the instance when lectures and other teaching events are recorded but does not require recording. Under the separate lecture recording policy, teachers can opt out of having their lectures recorded. However, in exceptional circumstances, such as we have experienced through Covid-19, the LSE may require the recording of lectures and other teaching sessions.

14. What rights does the LSE have to use a recording of my lecture / teaching session?

LSE can use the recording of the lecture / teaching session to disseminate it to registered LSE students for up to two years from the date of the recording. This period is reduced to the academic year in which the recording is made if recording has been mandated by the School. In all cases the lecture has to be disseminated as it was given. If the lecture has subtitles added (eg to comply with disability rights legislation), or is translated or the substantive content is changed, eg it is edited down, then the person giving the lecture has the opportunity to approve the translation, subtitles and / or changes before they are disseminated.

15. What can students do with the lecture recording?

The IP policy allows students to download the lecture recording, but where the recording has been mandated (as it has been to deal with Covid-19) then the School has agreed to modify this policy and enable the person giving the lecture not to allow downloading in certain circumstances. However students are prohibited from disseminating the lecture recording in whole or part; breach of this requirement is a disciplinary offence.

16. Can I use the LSE logo on my slides and presentations for internal and external lectures / conference presentations, etc.?

Yes, this is allowed under our brand identity guidelines but the logo must conform to those [guidelines](#). The Design Unit in the Communications Division will be able to provide advice and assistance if required.

17. Do students own the IP in their own work?

Yes, students normally own the IP in their own work, subject to the same exceptions as staff. In particular, if students are employed as research assistants for a faculty member, the copyright in the research they produce will normally be owned by the LSE, which means in practice the faculty member can use it in their own research publications. However, faculty

should acknowledge the research contribution of research assistants in line with the LSE [Code of Research Conduct](#) and the [UUK Concordat to Support Research Integrity](#).

The LSE (in practice, Departments) is able to use student's work for internal teaching purposes, for example as model answers - though it is customary to either ask the student or to anonymise the authorship of the material being used. However, the LSE will not disclose any students' work to anyone outside LSE without the student's consent.

18. How can the IP Policy be amended and which body in LSE approves any changes to it?

Any changes to the IP policy will go through the LSE's normal consultation and governance processes, including consultation with the Students Union, Academic Board and its sub-committees and with the unions. Because the policy covers all staff and students, and not just members of Academic Board, SMC (School Management Committee) is the final approving body for any changes to the Policy unless the changes proposed would result in significant changes in LSE's property rights, in which case such changes have to be approved by Council. The 2020 Policy did go to Council for approval because it puts into effect a major redistribution of IP rights away from LSE and to staff and students.

19. When does the new IP Policy take effect?

The policy takes effect on 1 August 2020.