



Intellectual Property (IP) Policy

CU-RIO-POL-5.0 – V6

Purpose

The purpose of this policy is to:

- a) Define Cranfield University's position on the ownership, rights and use of IP that is created by its Employees and Students.
- b) Define the responsibilities and processes for the management, protection and use of IP in technology transfer, knowledge exchange, and commercial exploitation.
- c) Clarify how financial rewards from IP commercialisation activities are to be distributed.
- d) Encourage Employees to engage in the process of commercial exploitation of IP to generate Impact, industrial collaboration, and revenues in accordance with Cranfield University's charitable objectives and in line with **Cranfield University's Charter, Statutes, Research and Innovation Strategy and Knowledge Exploitation Strategy** (see [related documents](#))

Any queries relating to this policy should be directed to the Director of Research and Innovation (RIO) in the first instance.

This revised policy is effective from 1st August 2025 and replaces previous versions of the University's IP policy and is subject to review and amendment from time to time to ensure it remains in line with best practise in the sector, statutory law, and government advice.

Definitions

Author means an Employee

Commercialisation means the process of identifying, protecting, developing and ultimately licensing IP to a third party or a spin-out company.

Confidential Information means all confidential information either relating directly to a Disclosure or other, including, without limitation, documents, prototypes, samples, equipment, software, drawings, data that has not been made available to the public.

Creator means an Employee or Student who creates or makes a substantial intellectual contribution to the IP in an Invention Disclosure.

Employee means a person who works for Cranfield University under an employment contract.

Impact means the demonstrable contribution that university research makes to society and the economy.

Invention Disclosure (“Disclosure”) means the description of an invention that has been given to RIO using the Cranfield Invention Disclosure Form and registered as such.

Invention Disclosure Form means the standard template form used by Cranfield to describe and record Invention Disclosures

Intellectual Property (IP) means all novel ideas, methods, inventions, processes or works that may be used for literary, artistic, scientific, industrial and/or Commercial purposes. This includes but is not limited to patentable and non-patentable inventions; methods, protocols, operating processes and procedures and similar materials; designs; copyright; databases; software, firmware, computer hardware and related material; written, audio and/or visual materials; digital media and multimedia files, including videos, photographs, films, sound recordings, confidential information including data produced by research and experimentation.

Know-how means identifiable technical or practical knowledge resulting from research or experience, that is confidential and has a commercial value. It can include but is not limited to information, techniques and methods, experimental results, practical knowledge, copyright materials, designs, CAD, processes, algorithms, software.

Licence means a legal right under which the owner of IP gives another entity the authority to *inter alia* exploit, make, have made, use, sell, copy, display, distribute, modify the IP in return for a financial return, usually royalties.

RIO means the [Research and Innovation Office](#) at Cranfield, that hosts the technology transfer office function responsible for managing and delivering IP protection and Commercialisation activities.

Student means a person who is enrolled on a course at Cranfield University,

Studentship Agreement means a contractual agreement signed by Cranfield University, a student, and if relevant, a Third-Party sponsor that determines amongst other matters, ownership and rights to any IP that is developed during a research course (including PhD and Masters) at Cranfield University.

Spin-out Company means a company that has been established with the main purpose of commercially exploiting University IP.

Third Party includes (but is not limited to): (i) an individual who is not an Employee or Student of Cranfield University, (ii) a government body or (iii) any organisation that Cranfield University does not control, for example by holding shares or possessing voting or contractual powers.

Visitors – Persons who are neither Employees nor Students but have an affiliation with the University, such as Emeritus Staff, Visiting Readers, Senior Research Investigators, Visiting Professors and Visiting Researchers.

Scope

This policy applies to all staff, students and visitors affiliated with Cranfield University.

Policy Statement

1. IP Ownership: Employees

- 1.1. Cranfield is the first owner of IP and its associated rights created by its Employees in the course of their employment duties as prescribed by law, and contracts of employment.
- 1.2. Employees taking up positions at other higher educational institutes such as visiting or honorary roles and secondments that might result in the creation of IP must consult with RIO to ensure that IP rights are not compromised.
- 1.3. Notwithstanding anything to the contrary in this IP policy, the terms of any and all contracts and agreements agreed with external organisations that concern University IP shall prevail.

2. IP Ownership: Students

- 2.1. Where students generate IP in the course of their study or research, they will own that IP. This includes the copyright of any dissertation or thesis submitted for assessment, subject to 2.2 below.
- 2.2. Students will be required to assign IP which they create in the course of their studies to Cranfield by means of an agreement when one of the following applies:
 - a) They are enrolled to complete a research-based programme (PhD or MSc by research) that is wholly or part funded by an external sponsor, or by a grant obtained by Cranfield or sponsored by Cranfield. In these circumstances, students will be required to assign IP to the University or to a sponsor.
 - b) They generate that IP jointly with University Employees or Visitors.
 - c) They are a University Employee.

- d) In the above listed circumstances a) to c), Students will be treated on the same basis as University Employees for the purposes of sharing IP royalties and the formation of spin-out companies.

- 2.3. Cranfield's **Student Handbooks** (see [related documents](#)) provide further advice and guidance on the policies and procedures that Students are expected to follow.

3. IP Ownership: Visitors

- 3.1. Individuals affiliated to the University, who are neither Employees nor Students, may be designated as Visitors as defined in this Policy.
- 3.2. Where there is an intention for a Visitor to engage in any academic, research or development activity at Cranfield, an agreement between Cranfield and the Visitor is required that lays out clearly the ownership of any IP that might be produced and if required, the associated rights that go with it. Cranfield may have obligations to organisations which are funding the research in question which it will not be able to honour without such an assignment of rights being in place. Employees intending to engage with a Visitor in such circumstances should contact RIO for advice at the earliest opportunity.

4. Copyright of Research Publications and Textbooks

- 4.1. The University is the first owner of any copyright created by Employees in the course of their employment duties. This is varied for research publications and textbooks authored by Employees. The University assigns copyright of Scholarly Works Employees where they are an Author, who may publish these works to their benefit. In return, the Author automatically grants to the University an implied worldwide royalty-free licence in perpetuity, entitling it to use all such materials for the purpose of research and teaching (and for any associated administration thereof) by the University, in all media. This licence will remain in effect even in the event that an Author leaves the University.
- 4.2. It is the responsibility of the Author to make any publisher, or any other party interested in the publication of such material, aware of this licence or as otherwise required in the University's **Rights Retention Policy** (see [related documents](#)). This responsibility also includes the signing of any publishing agreements.
- 4.3. In the interest of clarity, this means that Authors shall grant the University a non-exclusive license to make manuscripts of scholarly articles publicly available upon their publication under the terms of a **Creative Commons Attribution (CC BY NC) licence** (see [related documents](#)). This shall enable the University to fulfil and manage its Open Access obligations in works created by Employees. Employees shall always be appropriately attributed as the author of the material(s).
- 4.4. Employees will abide by the University's **Open Research Policy** (see [related documents](#)) relating to making research outputs available on an open access basis.

- 4.5. This discretionary copyright waiver does not extend to works specifically commissioned by the University or to other copyright protected works arising from research such as computer software, databases or other copyright materials with commercial potential.

5. IP in Third Party Contractual Agreements

- 5.1. Cranfield has strategic or framework agreements with several external industrial partners, where IP ownership and rights arising from projects with these partners is determined by that agreement. Questions regarding these agreements should be directed to RIO.
- 5.2. Collaborative research activity, teaching and other activities taking place with Third Parties, including but not limited to collaborators, contractors, visiting staff or visiting students, must be subject to a written contractual agreement that includes provisions for ownership and rights to any IP that may be created. The negotiation and drafting of such agreements are the responsibility of RIO.
- 5.3. Cranfield is bound by the terms of an Academic Provision Contract (APC) with the Ministry of Defence (MOD). Any IP, including copyright Teaching Materials created by Employees within the remit of the APC is owned by the Crown. This includes all Teaching Materials that are created for the purposes of the APC.

6. IP Disclosure, Confidentiality and Record-Keeping

- 6.1. Employees are expected and encouraged to make an Invention Disclosure to the Technology Transfer Team in RIO of any inventions that they create which they believe to be of commercial value in a timely manner.
- 6.2. To protect IP, confidentiality must be maintained as public disclosure of information can damage the patentability of inventions. This may include academic journal and conference publications and includes any information that is made available for public use. Any information shared with a third party should be done under a clear understanding of confidentiality i.e. explicitly stated in meetings or in emails, and if required a formal confidentiality agreement can be put in place.
- 6.3. Access to complete written records, including but not limited to raw data and research results, is important for successful IP Commercialisation. Employees are responsible for keeping full, accurate, up-to-date, and confidential written records of all IP that they create during the course of their employment, complying with all applicable codes of practice and regulation, including the University's various [research ethics, data and integrity policies](#).

7. IP Commercialisation & Rewards

- 7.1. RIO is responsible for delivering Cranfield University's **Research and Innovation Strategy** and **Knowledge Exploitation Strategy** (see [related documents](#)) by providing support to the process of IP Commercialisation, and has authority on all matters relating to IP protection, licensing, assignment and establishment of spin-out companies.

- 7.2. Income derived from the licensing of IP is shared with the Employees who contributed to its creation and development. Further information on the distribution scheme for IP Income from the Licensing of IP is available on the Cranfield University intranet site 'The Hub'.
- 7.3. Guidelines and **process for Spin-out Company** (see [related documents](#)) formation are available on the Cranfield University intranet site 'The Hub'.

8. University name, logos and trademarks

- 8.1. Oversight of the use of the University's name and logos lies with the Director of Communications and External Affairs with the trademark portfolio managed in association with the Technology Transfer Office in RIO.

Key Roles and Responsibilities

Staff are responsible for:

- Consulting with the Research and Innovation Office prior to taking up positions at other higher educational institutes such as visiting or honorary roles and secondments that might result in the creation of IP to ensure that IP rights are not compromised.
- Contacting the Research and Innovation Office for advice at the earliest opportunity where there is an intention to engage with a visitor on any academic, research or development activity at Cranfield so that an agreement between Cranfield and the Visitor is established that sets out clearly the ownership of any IP that might be produced and if required, the associated rights that go with it.
- Contacting the [Technology Transfer Team](#) to make an Invention Disclosure for any inventions that are created which may be of commercial value in a timely manner.
- Keeping full, accurate and-up-to-date and confidential written records of all IP they create in the course of their employment.

Monitoring Compliance

The University's Innovation Committee will monitor and keep under review the content of this policy.

Disputes relating to the rules and regulations outlined in this IP policy should be raised in the first instance with the Director of Research and Innovation.

The final arbiter for any dispute shall be Cranfield University's Pro-Vice-Chancellor for Research and Innovation.

Related documents

[Cranfield University Charter](#)
[Cranfield University Statutes](#)
[Research and Innovation Strategy](#)
[Knowledge Exploitation Strategy](#)
[Senate Handbooks](#)
[Rights Retention Policy](#)
[Creative Commons Attribution \(CC BY NC\) licence](#)
[Open Research Policy](#)
[Guidelines and Process for Spin-out Company](#)

Further guidance

Please contact technologytransfer@cranfield.ac.uk

Document control

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Document Review

Version	Amendment	By	Date
V6	Clarified ownership of copyright for student thesis, paragraphs 2.1 and 2.2. Revision of section 4 to clarify the management of copyright.	Rob Evans	31.7.25