



Intellectual Property Policy

Document Control

Policy owner: Director

Approved by: Board of Trustees

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1. Purpose

The Natural Sciences Museum, Sheffield (“NSM”) creates, uses, preserves, publishes, licenses and shares a wide range of intellectual property in support of its charitable purposes, including collections content, research outputs, software, databases, brands, designs, educational content, images, publications, methods, know-how and confidential information.

This policy provides a balanced framework that enables NSM to:

- support research, education, access and public benefit;
- respect third-party rights;
- protect and use its own intellectual property appropriately;
- preserve freedom to publish and share knowledge where appropriate;
- manage commercial opportunities responsibly; and
- ensure that museum subsidiaries carrying out relevant research and development operate within a clear IP framework.

2. Scope

This policy applies to:

- Trustees;
- the Director;
- Heads of Department;
- employees;

- volunteers;
- students, interns and affiliated researchers;
- visiting researchers and formal visitors working with NSM collections, data or facilities;
- contractors, consultants and commissioned parties;
- anyone granted access to NSM collections, archives, systems or facilities subject to IP terms; and
- any subsidiary company or other controlled entity of NSM, to the extent that its board adopts this policy or an equivalent policy aligned with it.

This policy covers:

- copyright and related rights;
- database rights;
- patents and inventions;
- trade marks and brands;
- registered and unregistered designs;
- know-how, trade secrets and confidential information;
- software and code;
- research data and datasets;
- images, films, recordings and publications;
- educational and digital content;
- websites, platforms and metadata; and
- any other intellectual property created, acquired, licensed or used by NSM.

3. Policy Principles

NSM will manage intellectual property in accordance with the following principles:

3.1 Mission and public benefit

IP should be managed in ways that support NSM's charitable purposes, collections stewardship, research, education and public engagement.

3.2 Respect for law and third-party rights

NSM will respect third-party IP rights and will expect all those working with or for NSM to do the same.

3.3 Appropriate protection

NSM will identify and protect IP where it is in the museum's interests to do so, including where protection supports public benefit, future use, collaboration, reputation or responsible commercialisation.

3.4 Access and openness where appropriate

NSM supports appropriate access, including open access to research outputs and, where suitable, open licensing of software, data and content, while recognising that some IP should be restricted, delayed, licensed or protected.

3.5 Proper recognition

NSM will recognise creators, inventors and contributors appropriately, including by attribution where relevant and lawful.

3.6 Commercial responsibility

Where IP has commercial potential, NSM may license, assign, develop or exploit it directly or through a subsidiary or commercial partner, provided this is consistent with its charitable purposes and governance.

4. Governance and Authority

NSM's authority structure is:

Trustees → Director → Heads of Department → staff

4.1 Trustees

The Trustees are responsible for overall oversight of IP governance. They will:

- approve this policy and material amendments;
- approve any major IP transaction, dispute or commercial arrangement reserved to them;
- oversee IP risk, reputation and major strategic opportunities.

4.2 Director

The Director is responsible for implementation of this policy and may designate:

- an Intellectual Property Officer to manage day-to-day operation of the policy; and/or
- an IP Group or similar advisory group to support decisions on ownership, protection, licensing, disputes and commercialisation.

4.3 Heads of Department

Heads of Department are responsible for:

- ensuring this policy is applied within their departments;
- ensuring that IP created in their areas is identified, documented and managed;
- ensuring suitable agreements are in place for non-employees, collaborators and contractors;
- escalating higher-risk or higher-value matters to the Director.

4.4 Subsidiaries and controlled entities

Where an NSM subsidiary undertakes research, product development, digitisation, software development, consultancy, testing, licensing or other potentially IP-generating activity, that subsidiary must:

- adopt this policy or an equivalent aligned policy;
- designate an IP lead;
- maintain written terms for staff, contractors and collaborators; and
- ensure that intercompany arrangements clearly allocate ownership, access rights, commercialisation rights, publication rights, confidentiality obligations and revenue flows.

5. Intellectual Property Officer and Departmental Support

Where appointed, the Intellectual Property Officer will:

- advise on ownership, licensing, protection and infringement issues;
- coordinate invention disclosures and commercial assessments;
- maintain or oversee central records of significant NSM IP assets;

- support contract review on IP issues; and
- advise on open access, open licensing and rights clearance.

Heads of Department may designate departmental IP contacts where helpful.

6. Ownership of Intellectual Property

6.1 IP created by NSM employees

Subject to applicable law and any written agreement to the contrary, IP created by an NSM employee in the course of their employment will ordinarily belong to NSM. This reflects the UK default rule for employee copyright and the statutory rules for employee inventions.

This includes, where relevant:

- research outputs created as part of employment duties;
- museum publications and interpretive content;
- software and code;
- photographs, films and recordings made as part of work;
- databases and metadata compiled for NSM;
- designs, models and product concepts;
- patentable inventions and know-how;
- internal guidance, training content and digital resources.

6.2 IP created by employees outside the course of employment

Where an employee creates IP outside the course of employment and without significant use of NSM collections, facilities, confidential information, funding or project resources, the IP will normally belong to the employee, unless a written agreement provides otherwise. Ownership disputes will be determined by the Director, with escalation to the Trustees if necessary. The UK IPO guidance notes that copyright ownership depends on the circumstances in which the work was created, and that works made outside employment may remain with the creator.

6.3 IP created by employees of a subsidiary

Where a subsidiary is the employing entity, employee-created IP will normally belong to that subsidiary under the same legal principles, unless an intercompany or project agreement provides otherwise. Because the

legal default attaches to the employer, joint NSM–subsidiary projects must have written ownership and licensing terms before work begins.

6.4 Volunteers, students, visiting researchers and formal visitors

Because volunteers, students, visiting researchers and similar contributors are generally not employees, NSM will not rely on default ownership assumptions. Instead, NSM will use written agreements to determine ownership, licences, publication rights, confidentiality and attribution before relevant work begins or before access to facilities is granted where appropriate. Oxford's statute expressly uses written terms for students, visitors and contractors in defined cases, and UK copyright guidance confirms that non-employees usually retain copyright unless agreed otherwise.

6.5 Contractors, consultants and commissioned parties

Contractors and commissioned parties will generally retain copyright and related rights unless the contract assigns those rights or grants NSM the required licence. NSM will therefore ensure that contracts state clearly whether IP is to be:

- assigned to NSM or the relevant subsidiary;
- licensed to NSM on an exclusive or non-exclusive basis; or
- jointly owned, with agreed management and exploitation terms.

Where appropriate, contracts may require a waiver of moral rights to the extent permitted by law. Moral rights cannot be assigned, but they can be waived in writing.

6.6 Collaborative projects

IP arising from collaborative projects with universities, museums, companies, funders or other partners must be governed by a written agreement covering, as relevant:

- background IP;
- foreground IP;
- ownership and inventorship/authorship;
- publication and review rights;
- licensing and commercialisation rights;
- confidentiality;

- costs of protection and enforcement;
- revenue sharing; and
- access to collections, data and research materials.

6.7 Public visitors and user-generated content

Unless separate terms apply, public visitors will normally own copyright in content they create themselves, subject to any underlying third-party rights and any specific conditions attached to competitions, commissions, participatory projects, photography, filming or submissions to NSM.

7. Moral Rights, Attribution and Credit

NSM will recognise authors, inventors and contributors appropriately.

Where NSM owns copyright but the creator retains moral rights, NSM will:

- credit creators where appropriate and practicable;
- respect integrity rights where applicable; and
- obtain waivers only where there is a legitimate operational or commercial reason.

NSM may require a standard credit line for use of museum-owned content and for use of third-party content under licence.

8. Disclosure of Inventions and Other IP

Anyone covered by this policy who creates potentially valuable or protectable IP in the course of NSM work must disclose it promptly to their Head of Department and, where designated, the Intellectual Property Officer.

This includes:

- potentially patentable inventions;
- software with licensing or commercial potential;
- commercially valuable databases or datasets;
- product or exhibit designs;
- confidential know-how or methods;
- trade marks or sub-brands with commercial significance;

- R&D outputs capable of licensing, spin-out or subsidiary development.

Before any public disclosure of potentially patentable or otherwise protectable material, the creator must seek review. Public disclosure before filing can destroy patentability in many jurisdictions, so NSM may require a temporary publication delay to assess protection and publication options.

9. Protection and Registration

NSM may seek to protect IP by means including:

- confidentiality and restricted access;
- contractual controls and NDAs;
- copyright notices and licensing terms;
- database-right records;
- trade-mark registration;
- design registration; and
- patent filing.

NSM may decide not to register or protect an IP asset where that is a better fit with its mission, budget, open-access aims or commercial assessment.

Where database rights arise, NSM will record who made the database and who bears responsibility for protection. UK database right for databases created on or after 1 January 2021 is limited to eligible UK citizens, residents and businesses.

10. Commercialisation and Revenue Sharing

NSM may commercialise its IP where appropriate through:

- licences;
- assignments;
- consultancy or service agreements;
- product development;
- publishing;
- software distribution;
- image and brand licensing;
- research material transfer arrangements;

- collaborative ventures; or
- subsidiary or spin-out activity.

Where appropriate, NSM may use a subsidiary company to develop, hold, license or commercialise IP generated through R&D or other commercial activity.

NSM may establish a separate revenue-sharing scheme for inventors, creators, departments, subsidiaries and NSM centrally. University-sector practice commonly includes institutional revenue-sharing arrangements for commercialised IP.

No one may assign, license, register, sell or otherwise exploit NSM IP personally without written authority.

11. Subsidiaries, Spin-outs and R&D Activity

Where NSM or an NSM subsidiary undertakes R&D that may generate inventions, software, datasets, designs, reagents, testing methods or other IP:

- project terms must be agreed before work starts;
- background and foreground IP must be identified;
- inventors and contributors must be recorded accurately;
- publication rights and review periods must be agreed;
- confidentiality and data-security arrangements must be in place;
- sponsor and funder terms must be checked; and
- access to collections, samples, data and facilities must be governed by written terms.

Where research involves genetic resources or associated traditional knowledge, NSM and any subsidiary must also comply with applicable access-and-benefit-sharing requirements, permits, MTAs and contractual obligations. The Nagoya Protocol provides the framework for fair and equitable sharing of benefits arising from the utilisation of genetic resources.

12. Publication, Academic Freedom and Open Access

NSM supports publication, dissemination and appropriate open access to research and collections knowledge.

However:

- publication may be delayed for a reasonable period to protect patentable or commercially sensitive material;
- confidentiality, contractual, funder and legal obligations must be respected;
- creators must not disclose third-party confidential information without permission; and
- open access or open-source release must be approved at the correct level where NSM owns or controls the IP.

NSM will seek to retain freedom to publish, share and reuse its own content in the future, while also protecting legitimate confidential or commercially valuable material.

13. Use of Third-Party Intellectual Property

All those working with or for NSM must respect third-party IP rights.

Accordingly:

- third-party content may only be copied, adapted, shared or reused where permitted by law, licence or written permission;
- software and datasets must only be used in accordance with their licence terms;
- orphan works and uncertain-rights cases must follow NSM clearance procedures;
- third-party brands and logos must not be used without permission unless lawful use clearly applies.

NSM recognises that UK copyright law includes permitted acts, including fair dealing and special exceptions for libraries, archives and museums, but uses outside those exceptions generally require permission.

Any text and data mining, machine learning or AI-related use of third-party copyright works must comply with the applicable statutory exception or the relevant licence. The current UK research exception allows copying for computational analysis only where the user already has lawful access and the purpose is non-commercial research.

14. Use of NSM Intellectual Property

Requests to use NSM-owned or NSM-controlled IP must be handled under approved procedures.

This includes, as relevant:

- collection images and scans;
- publications and website content;
- software and datasets;
- exhibition and educational material;
- marks, logos and brand assets;
- recorded lectures, films and audio;
- metadata and digital products.

Use of NSM's name, logo, trade marks or other brand elements by non-NSM parties requires written permission.

NSM may permit use of its content under:

- bespoke licences;
- standard image or content licences;
- open licences such as Creative Commons;
- open-source licences for software; or
- internal non-commercial permissions.

15. Confidential Information and Trade Secrets

Confidential information, know-how and trade secrets are important assets of NSM and any subsidiary.

All those covered by this policy must:

- keep confidential information secure;
- use it only for authorised purposes;
- not disclose it without authority; and
- sign confidentiality or NDA terms where required.

UK law protects trade secrets and confidential information, and use or disclosure can be unlawful where it breaches confidence or the Trade Secrets Regulations.

16. Rights Information Management

NSM will maintain appropriate records of:

- ownership and licence position;
- creators, inventors and contributors;
- assignments, waivers and licences;
- registrations and filing deadlines;
- funder, sponsor or partner restrictions;
- revenue-sharing arrangements; and
- permissions and credit lines.

Heads of Department are responsible for ensuring that rights information is captured and retained in the appropriate systems.

17. Infringement, Misuse and Enforcement

Suspected infringement of NSM IP, misuse of NSM branding, breach of licence, unauthorised disclosure of confidential information, or suspected infringement of third-party rights by NSM personnel must be reported promptly to the Head of Department and the Director.

NSM will decide, proportionate to the circumstances, whether to:

- seek informal resolution;
- require correction, takedown or attribution;
- issue or defend claims;
- notify insurers, funders or partners;
- suspend access or permissions; or
- take disciplinary or contractual action.

18. Relationship with Other Policies

This policy should be read alongside NSM's:

- Collections Access Policy;
- Collections Governance Policy;
- Collections Development Policy;
- Human Remains Policy;
- Gifts and Hospitality Policy;
- Procurement Policy;
- Business Expense Policy; and

- any research, publication, sponsorship or collaboration procedures.

19. Breach

Failure to comply with this policy may result in:

- withdrawal of access to collections, systems or facilities;
- refusal of publication or release approval;
- loss of delegated authority;
- disciplinary action;
- termination of volunteer, visitor, contractor or collaborator status; or
- legal action where appropriate.

20. Review

This policy takes effect on 01/04/2026 and will be reviewed by 01/04/2029, or earlier if required by changes in law, funding conditions, R&D activity, subsidiary structure or operational need.