

# LINGNAN UNIVERSITY

## Policy on Research, Knowledge Transfer and Intellectual Property

[effective: 12 October 2020]

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## **PREAMBLE**

### **1. Background**

*University mission*

1.1. Lingnan University (the University) is committed to:

- (a) providing quality whole-person education by combining the best of Chinese and Western liberal arts traditions;
- (b) nurturing students to achieve all-round excellence and imbuing them with its core values; and
- (c) encouraging faculty and students to contribute to society through original research and knowledge transfer (KT).

*Role of research*

1.2. In pursuance of this mission, the University regards research as an integral and essential part of its academic activities, and it is intended that research should serve the following functions:

- (a) to attract, retain and enhance the most enquiring minds, and therefore to ensure the highest standards in teaching, and to produce the best graduates for society;
- (b) in particular through research to train postgraduate students for the increasingly sophisticated needs of society;
- (c) to contribute to the elucidation and analysis of issues of local and regional concern, especially in an era of rapid development and transformation; and
- (d) through applied research and KT to develop products and processes to benefit humankind, and to contribute to the industry and economy of Hong Kong and the region.

*Protect intellectual property*

1.3. Research conducted at the University may lead to discoveries and inventions that are potentially patentable. The University needs to state its claims and to position itself to develop these research activities to the fullest. The University therefore sees the need to tighten up its policies on intellectual property (IP) and patents to conform with world-wide standards.

*Relation between University and staff in intellectual property*

1.4. The relation between the University and staff needs to be defined on matters relating to IP, patents and KT.

### **2. Organisation and implementation of the document**

2.1. The policies and principles of this document as supported by the Research Committee (RC) will come into effect upon approval by the Senate. Approval from one or both of these bodies as appropriate is required for any significant change in future.

Detailed procedures and implementation guidelines that give substance to the policy and principles, come into effect upon endorsement by the Vice-President (VP) & RC Chairman. These procedures and implementation guidelines may be amended from time to time by the relevant administrative units.

*Replacement of certain regulations* 2.2. In cases where the policies, principles and procedures in this document conflict with such existing regulations as are within the powers of the RC or the Senate to vary, the existing regulations are deemed to be revoked and replaced upon the adoption of the relevant parts of this document by the RC or the Senate as the case may be.

*Continuation of other regulations and contract* 2.3. In cases where the policies, principles and procedures in this document conflict with such existing regulations or contractual terms as are not within the powers of the RC or the Senate to vary unilaterally, the existing regulations and terms shall stay in force unless and until they are to be varied, or superseded.

*Exceptions* 2.4. Exceptions to these policies (Clauses 2.2 and 2.3) may be approved by the RC or Senate, as the case may be, on a case-by-case basis.

### **3. Distribution and feedback**

*Distribution* 3.1. This document should be made available to all academic and research staff, as well as to administrative staff, support staff and students who have a role in the research or KT activities of the University.

*Acceptance of policy* 3.2. Upon the acceptance of their appointments from the University, all staff agree to abide by and comply with all the terms as stipulated in their employment letters, Terms of Service and the policies (including this document), rules, regulations and procedures as reviewed and approved from time to time by the RC and/or the Senate and management.

*Review and feedback* 3.3. The policies, and in particular the procedures, need to be reviewed from time to time to ensure consonance with changing circumstances and to achieve maximum efficiency. Feedback and suggestions are welcome, and should be addressed to the VP & RC Chairman.

## **POLICY AND PRINCIPLES**

### **4. Philosophy**

*Retain control of research programmes* 4.1. The scope and quality of the University's research have been facilitated by the extensive external grants and contracts provided by the University Grants Committee (UGC), Research Grants Council (RGC), foundations and industry. Nevertheless the University must retain control of its research programmes and only undertake research activities that contribute to its educational and scholarly objectives. Toward these ends, the University will not normally undertake classified or proprietary research, or perform purely commercial work (see Clause 6).

*Retain intellectual property rights* 4.2. Unless explicitly waived or assigned (see Clause 4.3), and apart from licence rights agreed in advance, IP arising out of any work done as part of the duty of a member of staff resides with the University. In particular, the University will retain title to all inventions and possible patents resulting from internally or externally sponsored research. Notwithstanding its ownership of the IP, the University will not restrict the right of staff members to publish their findings; the University's rights regarding the IP shall be restricted only to the financial proceeds arising from the invention, patent or publication.

*Invention disclosure* 4.3. All staff must disclose to the University via the Office of Research and Knowledge Transfer (ORKT) any and all the inventions, discoveries, creations and any forms of IP made by him/her during the tenure or valid registration with the University as staff, if such inventions, discoveries or creations may be patentable or have the potential for commercialisation as soon as such they come into existence.

Apart from commercial reasons, IP rights protection in the form of patent filing, trademark/copyright registration, etc. can be acquired for the University's reputation as demonstrable record of achievement in applied research.

*Intellectual property rights and income sharing* 4.4. In cases where the costs of IP rights protection (typically patent filing fees, patent attorney fees) are paid by the University, if and when there is income generated from the IP rights, it will first be used to recoup the costs sustained by the University in the IP rights protection. Only when all the costs have been recovered by the University that any income may be shared, and when that happens, the ratio of sharing will be 50% for the Creator, 25% for the Creator's Department/Unit and 25% for the University. "Creator" may refer to an individual or collectively all the individuals or parties as creators of an item of IP.

Should the University choose not to apply for legal protection at its expenses for an item of IP, the Creator concerned may choose to apply for legal protection at his/her own expenses and decide the methods and extent of protection in consultation with the Management of the University.

*Copyrights and income sharing* 4.5. Copyrights to, and royalties from, books, reference works, submissions to scholarly journals, translations and creative works (including works of art), produced by staff members as a part of their normal teaching and scholarly activities (including individual/team research work financed by a research grant or otherwise) at the University shall belong to the author(s) and may be retained and assigned by them. Income derived therefrom is not subject to sharing with the University.

If, on the other hand, the University provides its own funds, or a sponsor's funds, to specifically commission the production of copyrightable or patentable materials (e.g. computer software and audio-visual materials), and/or the works/materials are produced by staff members with the use of University equipment, facilities or other resources, then the ownership of copyrights, and royalty rights therein, shall reside with the University even after the author concerned has departed from the University. However, the University may at its

discretion share the copyright and the royalty income with the author who creates the work. If and when there is royalty income, the ratio of sharing will be 50% for the Author, 25% for the Author's Department/Unit and 25% for the University. "Author" may refer to an individual or collectively all the individuals or parties as authors of a piece of work.

*Public access* 4.6. The University reserves the right to require the deposit of all published papers arising from funded research in the University's institutional repository (IR), usually within six months of date of publication, with a view to maximising public access to and public benefit from research findings. If the journal does not provide open access, the University may accept placing some version (preprint or postprint) of the paper in its IR. The same arrangement applies to other forms of research output.

*Institution of affiliation in publications* 4.7. To ensure the correct and consistent use of the University institutional affiliation in research outputs, all full-time academic and research staff members of the University, whose research outputs are part of their normal scholarly duties, from research grants awarded to the University, or otherwise from the use of University resources and facilities, must cite "**Lingnan University**" (and Lingnan University only) as their institutional research base when recording their affiliation in research articles, conference papers and other publications, irrespective of where the affiliation actually appears in the publication. In all possible circumstances, the staff member should also include his/her Department/Unit at the University in the affiliation.

## 5. **Conditions for research, knowledge transfer, funding and contracts**

*Internal funds* 5.1. Conditions for the application, approval and use of internal research and KT funds are decided and reviewed by the RC from time to time as appropriate.

*External funds* 5.2. The University will only accept funding for research or KT, in the form of a grant, contract, or other type of legal agreement (the agreement) from an external sponsor for the support of a project if the terms and conditions are consistent with the following provisions:

*Scope* (a) The work is consonant with the University's educational, research and KT objectives and the University would itself have supported the research or KT if its own funds were adequate.

*Freedom to publish* (b) The agreement, except for the protection of the sponsor's confidential and proprietary information upon prior agreement of the University, does not restrict the freedom to publish and otherwise disseminate the results of the sponsored research, and provides the right of the University to use and develop the IP for academic, research and publication purposes.

*Access to data* (c) The Principal Investigator/Project Leader (PI) and other members of the research or KT team will be permitted to retain copies of such data and information for their own academic (but not commercial) use, and that other *bona fide* researchers should be given access to the data under suitable conditions. Subject to

contractual arrangement or prior agreement that the University may have with the sponsor, the University will own the data and other products generated from or purchased for a sponsored project.

*Ownership of intellectual property*

(d) Ownership of IP generated from the research shall be governed by the University's prevailing policies.

*No classified or proprietary research*

(e) Except as provided in Clause 6, the University will not accept sponsorship for classified or proprietary research, or perform work of a purely commercial nature that does not advance the University's educational, research and KT objectives, and does not lead to advancement of knowledge. On a case-to-case basis, the University will consider whether or not to receive information that the sponsor considers proprietary or confidential.

*Use of University name and emblem*

(f) The projects or results of sponsored research or KT shall not be used for advertising, commercial publicity or other commercial purposes. The name and/or emblem of the University shall not be used in any way, whether in the form of written or oral statements or images, that could constitute or imply an endorsement by the University of any product, its packaging or service, without the prior written approval of the VP & RC Chairman.

*Exceptions*

5.3. In recognition of the possibility of special circumstances, the RC is empowered to grant exceptions to the stipulations in Clause 5.2.

*Student intellectual property rights*

5.4. (a) Where a student is involved in working on an agreement as referred as in Clause 5.2 and using some of the research data in the student's thesis project, the PI concerned must ensure that the sponsor understands and accepts unequivocally that the student's thesis will not be restricted from publication, although there may be scope for not releasing certain types of data confidential to the sponsor. The agreement should state clearly that, upon agreement by both parties, some relevant materials may be suitable, and hence allowed, for publication in academic journals or books.

(b) If a student is involved in research or KT work where the student's IP rights will be subject to the ownership of or use by the University and/or an external organisation or sponsor due to the University's or the PI's agreement with the external organisation or sponsor, the PI or University Department concerned must ensure that the student's written consent has been obtained and documented.

(c) For both Clauses 5.4 (a) and (b) above, consultation with the School of Graduate Studies should be undertaken before any restrictive agreement is reached. Reference should also be made to the *Regulations Governing Research Postgraduate Studies*: [www.ln.edu.hk/sgs/research-postgraduate-studies/Students/academic-regulations-and-policies](http://www.ln.edu.hk/sgs/research-postgraduate-studies/Students/academic-regulations-and-policies)

## 6. Contract research, proprietary research and consultancy

*Undertaking contract research and knowledge transfer*

- 6.1. The University values working in partnership with external organisations to reinforce research and KT as two of the functional pillars as advocated by the UGC. With prior approval of the University, academic staff members may, as part of their work portfolio at the University, undertake research and KT projects funded by outside organisations through contract research and consultancy, to meet the specific needs of businesses, industries, social enterprises, and the public sector.

Staff members should not commit the University to any research or KT project funded or commissioned by an external sponsor without obtaining prior approval from the University. Except for cases where blanket approval or other approval has been given by the President, any signing of contracts or agreements for such projects should have the prior delegated authority from the President or delegate (e.g. Vice-President/Faculty Dean) in accordance with the procedures in Clause 6.2. Reference should also be made to “*Regulations and Procedures Governing Undertakings to Be Signed by Staff on Behalf of Lingnan University*” ([www.ln.edu.hk/occbga/policies-and-guidelines](http://www.ln.edu.hk/occbga/policies-and-guidelines)).

*Review and clearance procedure*

- 6.2. Before the project contract or agreement referred to in Clause 6.1 (the agreement) is signed, the PI should send the draft agreement for review by the University management via the ORKT.

The draft agreement, which should contain a project budget and be accompanied by a Declaration Form signed by the PI and his/her supervisor, will be sent for review by the Office of the Comptroller (CO) particularly on the budget and compliance with the requirement for university overhead charge, and if needed for legal advice through the Office of Council/Court Business and General Administration (OCCBGA).

*Overhead and other charges*

- 6.3. The PI should prepare the budget in such a way to ensure that all costs incurred by the University for the project or work, including the university overhead charge and any other additional charges for the University manpower and facilities involved, are properly recovered from the fund provided by the sponsor according to the University’s prevailing policies and guidelines.

*Project implementation and management*

- 6.4. The PI is responsible for complying with all the terms and conditions of the agreement and performing all the work as stated in the agreement.

*Limitation on proprietary research*

- 6.5. The University will undertake proprietary research or purely commercial work only under exceptional circumstances. The principal consideration will be that the researcher(s) and student(s) might derive intellectual benefit or training; that such undertaking is consistent with the mission, policy and interest of the University; that the University possesses facilities, equipment or other resources not otherwise available in Hong Kong; or that the proposed work is vital to the well-being of Hong Kong.

## 7. Outside practice

- 7.1. It is recognised that staff members may undertake outside practice (OP) related to research or KT subject to relevant University regulations and Terms of Service. The regulations defining and governing outside practice are set out in “*Service Guidelines and Regulations – Outside Practice*” of the *Staff Handbook* ([www.ln.edu.hk/hr/staff-corner](http://www.ln.edu.hk/hr/staff-corner)) and “*Regulations and Procedures Governing Outside Practice by Full-time Staff*” ([www.ln.edu.hk/hr/staff-corner/guidelines-and-procedures](http://www.ln.edu.hk/hr/staff-corner/guidelines-and-procedures)) which include the definition and categories of OP, criteria for approval of OP, application and approval procedures, OP outside Hong Kong, discretion of the President, legal responsibility, administrative and financial arrangements, income sharing agreement, report, etc., and should be referred to for any revisions that may not be reflected here.

There are OP projects which may have the potential for contributing to the University’s performance in UGC’s Research Assessment Exercise (RAE) in respect of funding for contract research, consultancy and commissioned projects. The relevant University authority (e.g. Faculty Dean) from which approval for the OP work is sought should, before giving the approval, refer such projects to the VP & RC Chairman for consideration of the projects being undertaken through the University, in which case the OP income as appropriate for the PI conducting the work will be paid out of the University account set up for the project.

*Avoid use of University’s name*

- 7.2. Individual OP represents the personal effort of the staff member, and must not be the subject of an agreement involving the University. The name of the University and its emblem must not be used in any correspondence, documents, agreements, reports, publicity or commercial presentations except with the prior written approval of the University. Relevant regulations and procedures are set out in “*Principles and Guidelines on the Use of University’s Title*” ([www.ln.edu.hk/occbga/policies-and-guidelines](http://www.ln.edu.hk/occbga/policies-and-guidelines)), which should be referred to for any revisions that may not be reflected here.

*Use of facilities*

- 7.3. In a consulting activity, the staff member may need to use University facilities and manpower. Such facilities and manpower may be used only to the extent approved by the Head of the Department and the Vice-President (VP) & the Chairman of RC before the work is begun, and without interfering with normal University activities. A charge for the use of the facilities as well as cost of manpower will be made on full cost as determined by the University.

## 8. Professional ethics

*Quality of employees*

- 8.1. The quality of instruction and research at the University depends first and foremost on the quality of its employees. To maintain its stature, the University must give highest priority to recruiting, retaining and promoting employees of exceptional qualifications at all levels. Within this context, all employees and applicants shall receive equal and fair treatment.



<i>Respect right of others</i>	8.2.	All members of the community, whether staff or students, are expected to respect the rights of every other member, his or her academic freedom to pursue knowledge and to disseminate his or her ideas and research results, and to share in the use of the University's facilities to achieve these goals.
<i>Recognition of contribution of others, especially subordinates</i>	8.3.	University teachers and researchers should recognise the contributions of staff and students (particularly those under their direct supervision) to their own research and scholarly undertakings. Acknowledgment may take various forms, including co-authorship in publications where appropriate. Co-authorship is appropriate when a staff member or student has made an intellectual contribution, or has been responsible for the experimental observations and/or interpretation of the data leading to the research publication and his/her idea or work is critical to the outcome of the research. Similar considerations should apply to the handling of research ideas and inventions that result in the filing of patents.
<i>Principle of fairness</i>	8.4.	The University recognises the principle of fairness: credit is assigned where credit is due. Under no circumstances should an individual take unfair advantage of another member of the community in such matters. All members of the community are expected to respect the intellectual property of others. It is considered unprofessional conduct to misappropriate the ideas of others, or to misrepresent them.
<i>Plagiarism</i>	8.5.	In particular, the use of the work of others (whether word-for-word or rephrased) without proper attribution of the source amounts to plagiarism and constitutes grounds for disciplinary actions.
<i>Co-authorship</i>	8.6.	Co-authorship should reflect the nature and degree of the participation, taking into consideration the conceptualisation, execution, as well as the solicitation of sponsorship for the project. The order of co-authorship should conform to acceptable professional practice. An individual should not expect co-authorship for peripheral participation that does not carry a degree of intellectual input. Teachers and research supervisors should be especially sensitive to this issue in order to ensure fairness in the distribution of professional credit and to maintain an atmosphere of openness and collegiality.
<i>Research ethics and safety</i>	8.7.	It is incumbent upon the PI to obtain the approval of the RC's Subcommittee on Research Ethics and Safety, whether or not the research is funded, and by whatever source of fund, for research ethics and health, chemical, biological and radiation safety, if such ethical and safety concerns may be involved in the research.
<i>Computer ethics</i>	8.8.	The University provides computer resources for education and research. These resources are intended for the legitimate business of the University. As in the use of other University property, staff and students who use campus computing resources should be guided by the principles of respect for public property and respect for members of the community. Some examples of inappropriate use are: harassment of other users; destruction or damage to equipment, software or data belonging to others; disruption or unauthorised monitoring of electronic communications; violations of computer security systems; unauthorised

use of accounts access codes, or identification numbers; use of facilities in ways that intentionally impede the computing activities of others; violation of copyrights and software license agreements; violations of another's privacy; and academic dishonesty.

Inappropriate uses of University resources may result in administrative discipline up to dismissal from the University. In addition, illegal acts involving University computing resources may result in criminal prosecution.

## **9. Research fraud**

### *Intent*

9.1. Should an instance or allegation of research fraud arise, the University must act swiftly and decisively, while affording maximum possible protection both to the complainant ("whistle blower") and to the accused respondent ("accused"). That is the intent of this policy.

### *Definition*

9.2. The word *research fraud* means serious misconduct with intent to deceive, for example, faking data, plagiarism, or misappropriation of ideas, with reference to all research activities conducted at the University. This policy is not intended to deal with other problems, such as disputes over order of authorship, or violation of University policy or government regulations, that do not amount to fraud. Reference should also be made to "*Guidelines on Handling of Research Misconduct Cases*" of the UGC ([www.ugc.edu.hk/eng/rgc/guidelines/misconduct.html](http://www.ugc.edu.hk/eng/rgc/guidelines/misconduct.html)).

### *Persons responsible*

9.3. The Head of each Department, Unit and Research Centres, and the Director of the School of Graduate Studies are responsible for informing the staff and students of the University's policy with regard to research fraud, and for interpreting this policy.

### *Main considerations*

9.4. Those responsible for dealing with the allegations and the subsequent process should bear in mind the following important responsibilities:

- (a) The University must rigorously pursue and resolve all charges of research fraud.
- (b) All parties must be treated with justice and fairness, bearing in mind the vulnerabilities of their positions and the sensitive nature of academic reputations.
- (c) Confidentiality should be maintained to the maximum practical extent, particularly in the inquiry stage.
- (d) All semblance of conflict of interest must rigorously be avoided at all stages.
- (e) All stages of the procedure should be fully documented.
- (f) All parties are responsible for acting in such a way as to avoid unnecessary damage to the general enterprise of academic research. Nevertheless, the University must inform appropriate government agencies of its actions, and if it is found that

misleading data or information have been published, the University is responsible for setting the public record straight, for example, by informing the editors of scholarly or scientific journals.

- Main steps*            9.5.    The procedures for the determination of research fraud will follow the University's approved procedures in dealing with disciplinary matters. The procedures for disciplinary actions are set out in "*Authorities and Guidelines for the administration of disciplinary actions*" ([www.ln.edu.hk/occbga/policies-and-guidelines](http://www.ln.edu.hk/occbga/policies-and-guidelines)) which should be referred to for any revisions that may not be reflected here.
- Disciplinary action*    9.6.    Upon the receipt of the report of the investigation, the Ethics and Discipline Committee (EDC), in accordance with the University approved procedures on disciplinary actions, may interview the parties concerned. It shall then make decisions on the findings and on disciplinary actions that follow and report thereon to the Council. Possible sanctions include, but are not limited to:
- (a) Oral and/or written warning.
  - (b) Stoppage or deferment of increments.
  - (c) Suspension of eligibility for a particular named fringe benefit.
  - (d) Suspension of employment on full or reduced pay.
  - (e) Reduction in salary concomitant with demotion.
  - (f) Dismissal (instant or otherwise) with or without reduction or forfeiture of privileges and/or benefits.
- Appeal*                9.7.    The respondent will have the right to appeal to the Council. The Council shall appoint an Appeal Authority in accordance with the University's approved procedures on disciplinary actions. The decision of the Appeal Authority shall be final.
- Legal action*        9.8.    The disciplinary procedures taken are independent of any legal actions which may be initiated by the University or any other party over the research fraud in question.