



Leiden University Employer Copyright Regulations

1. INTRODUCTION

In April 2021, the Stuurgroep Bedrijfsvoering en Financiën (SBF, [link](#) in Dutch) commissioned Universities of the Netherlands (UNL) to form a working group for the purpose of harmonising university employer copyright law. Though the working group did not represent all Dutch universities, Leiden University was represented. The issue at hand was: who is the copyright owner of works produced by university staff members? Some universities take the view that copyright belongs to the university as the employer, while others assign the copyright to the individual employee – at least for certain types of works.

The working group delivered its report¹ in November 2023. The report showed that while it is not currently possible to fully harmonise employer copyrights for all types of works, the aim is to harmonise where possible for works where there is little or no question of doubt.

The report was discussed by the [Strategie, Public Affairs en Governance](#) (SSPG, [link](#) in Dutch) on 8 December 2023. The SSPG issued the following recommendations to the Board:

- each university will draw up a clear policy on employer copyright for all types of academic works and will communicate the policy to its academics in a manner that is clear and transparent (the implementation of policy measures is up to each individual university);
- for the types of works where there is little or no question of doubt, joint efforts will be made towards harmonisation;
- a follow-up working group will be set up to clearly identify the legal implications and other consequences of employer copyright;
- the report of the working group, containing annual updates, will be published on the UNL website.

The Board adopted the advice of the SSPG.

The Leiden University Employer Copyright Regulations serve to fulfil the first recommendation: to draw up a clear policy on employer copyright. The department Strategy and Academic Affairs (SAZ) will ensure that the Regulations are clearly and transparently communicated to Leiden University Staff Members.

2. DEFINITIONS

1. Data: a relational category applied to research outputs that are taken, at specific moments of inquiry, to provide evidence for knowledge claims of interest to the researchers involved. Data thus constitute a specific way of expressing and presenting information, which is produced and/or incorporated in research practices so as to be available as a source of evidence, and whose behaviour and scientific significance depend on the context in which it is used. In this view, data do not have truth value in and of themselves, nor can data be seen as a straightforward

¹ Available in Dutch only, https://www.universiteitenvannederland.nl/files/publications/UNL_19723-12-Advies%20Harmoniseren%20Werkgeversauteursrecht-online.pdf



representation of given phenomena. Rather, data are essentially a set of fungible objects, which are defined by their portability and their prospective usefulness as evidence.²

2. Database: a collection of works, data or other independent components that are systematically or methodically arranged and separately accessible by electronic means or otherwise, of which the acquisition, control or presentation of its contents qualitatively or quantitatively demonstrates substantial investment (Section 1.1, subparagraph a, Dutch Databases (Legal Protection) Act).
3. Database law: the rights of a producer of a database as defined in Section 2 of the Dutch Database (Legal Protection) Act.
4. Intellectual Property (Rights): all intellectual property rights, including copyright, neighbouring rights, database rights, patents, designs and plant variety rights.
5. Maker: the creator of a copyright-protected work as defined in the Dutch Copyright Act (DCA).
6. Publications: narrative output. This includes publications such as academic articles, professional journal articles, conference output, books and book chapters, dissertations and monographs.
7. Regulations: the present regulations.
8. Research: scientific research work carried out by Staff Members and others at or for the university.
9. Research software: research software includes code files, algorithms, scripts, computational workflows and executables that were created during the research process or for a research purpose. Software components (operating systems, libraries, dependencies, packages, scripts, etc.) that are used for research but were not created during or with a clear research intent should be considered software in research rather than research software.³
10. Software: computer programmes that are not hardware. This includes, for example, computer models, algorithms, software codes, descriptions, data and software packaged as executable.
11. Staff Member: an employee of the University as defined in the Collective Labour Agreement of Dutch Universities (CAO NU).
12. Teaching materials: materials such as syllabuses, readers, textbooks, training materials for teaching staff, open educational resources, examinations, presentations during lectures, video recordings from lectures, other recordings and MOOCs.
13. University: Leiden University.

3. DURATION AND SCOPE

The Regulations take effect as of 17 December 2024.

The Regulations apply to Staff Members and others specified in the Regulations.

4. LEGAL FRAMEWORK

The legal framework is set by the [Dutch Copyright Act](#) (DCA) ([link](#) in Dutch). Article 1 DCA assigns the copyright to the maker. Article 7 of the DCA regulates works created by employees and reads as follows:

‘If the labour performed in the employment of another person consists of the production of certain literary, academic or artistic works, then, unless otherwise agreed between the parties, the person in whose employment the works were created shall be deemed to be the maker of those works.’

² Source: Leonelli S. What Counts as Scientific Data? A Relational Framework. *Philos Sci.* 2015 Dec 1;82(5):810-821. doi: 10.1086/684083. PMID: 26869734; PMCID: PMC4747116. (<https://doi.org/10.1086/684083>)

³ There is not an agreed definition yet. The definition given comes from the [NWO Practical Guide to Software Management Plans](#).



Here, the employer is considered both the owner of the rights and the maker of the work.

In short, the copyright on works created by employees belongs to the employer, unless other agreements have been made between the employer and the employee. This applies to works created by the employee in performing their duties and that fall within their job description. For example, if a researcher were to write a detective novel in their spare time, this would fall outside of their duties as a researcher, and employer copyright would not apply. Please contact your supervisor if you have any questions about this.

For the avoidance of doubt: this law article applies to employees, i.e. Staff Members who are employed by the University through an employment contract. The law article does not apply to students, external PhDs, scholarship PhDs, professors by special appointment, guest staff, seconded staff, etc. as they are not employed by the University. However, they are mentioned later in this document.

5. THE POLICY

The policy is as follows: the copyright on all academic works (output) produced by Staff Members of the University belong to the employer, with the exception of Publications. Staff Members may collaborate with third parties. Prior to the commencement of such collaboration, a collaboration agreement is drawn up that may contain arrangements that deviate from this policy. The contractual agreements will then take precedence.

The various types of output are explained below.

6. PUBLICATIONS

The copyright belongs to the Staff Member. This has evolved over time and will not change. The Staff Member owns all rights to the Publication and may publish wherever they wish. The Staff Member may independently, without intervention from the management, transfer or exclusively license the copyright to a publisher.

The University encourages its Staff Members to publish in open access and facilitates this in various ways. Even if work is not published in open access, the University expects the Staff Member to make academic works publicly available in Leiden University's repository six months after online publication. This is possible based on Article 25fa of the Dutch Copyright Act (DCA), the 'Taverne Amendment'. This law article only applies if the copyright belongs to the individual employee; it does not apply to publications covered by Article 7 of the Dutch Copyright Act (DCA), the employer copyright (Article 25b, paragraph 3 DCA). If you would like to publish in open access and have questions about this, please contact openaccess@library.leidenuniv.nl.



7. TEACHING MATERIALS

The copyright belongs to the employer, the University. This material may include third-party copyright-protected material such as images in PowerPoint presentations used during lectures. The copyright on this third-party material remains with these third parties.

The University hereby grants its Staff Members permission to openly share teaching materials suitable for this purpose by means of a licence (see Appendix 1). This applies, for example, to open educational resources. Although the University has a preference for CC BY licences, Staff Members may also opt for another Creative Commons licence. If you would like to make your teaching materials openly available, are looking for a suitable licence or have other questions about this, please contact [cgs@library.leidenuniv.nl](mailto:cds@library.leidenuniv.nl).

8. (RESEARCH) SOFTWARE

The copyright belongs to the employer, the University. This (Research) Software may have been modelled on pre-existing software. The rights assigned to the original software must be respected.

The University hereby grants its Staff Members permission to share (Research) Software by means of a licence. If you would like to do this and are looking for a suitable licence, please contact cgs@library.leidenuniv.nl.

A Staff Member may develop an app that has a commercial or semi-commercial application. If this is the case, please contact the Luris colleagues at ip@luris.nl.

9. DATA AND DATASETS

This includes, for example, (actual and descriptions of) research data, analysed data, databases, clinical trial data, synthetic data, collected data.

Data are usually not subject to copyright. However, data do count as academic output generated through the Staff Member's work activities. The rights to the data therefore belong to the employer, the University. Data collections may be subject to database rights, which also belong to the employer, the University.

The content of a dataset may fully or partially consist of third-party copyright-protected material. These third-party copyrights must be respected.

The content of a dataset may fully or partially consist of personal data, which belong to the individual. The University then holds the personal data and is responsible for processing the data in accordance



with the GDPR. If you have any questions about data containing personal information, please contact the [Data Steward](#) and/or the [Privacy Officer](#) at the relevant faculty.

The University owns or holds the dataset. A faculty may decide to grant a non-exclusive licence to a Staff Member so that the Staff Member in question can take a copy of the dataset with them when they leave the University. A faculty may also delegate this power to its institutes, in which case the faculty must grant a mandate to the relevant institute to do so. If a Staff Member is granted permission to take a copy of a dataset with them, it may be necessary to enter into a Data Transfer Agreement with the departing Staff Member.

The University requires its Staff Members to collect, store and share data securely (with open or restricted access) where possible and with an appropriate licence. All researchers should therefore draw up a Data Management Plan (DMP) prior to commencing their research. All research projects are subject to the [Leiden University Data Management Regulation](#) as well as the Data Protocol at the faculty in question.

If the data do not contain personal details, these should be kept in a secure, reliable repository – such as [DANS](#) or another accepted repository – after the research is completed. If the data do contain personal details, the data can be stored with ‘restricted access’ or in a secure environment at the University. Third parties may wish to access these data for the purposes of further research. A faculty or institute may decide to set up a Data Assessment Committee, which will consider this kind of request.

It may be that the data collected originate from the knowledge or material, immaterial and/or visual culture of an indigenous community. In that case, the University is not the owner but the holder of the data, or the rights of the relevant indigenous community are factored in through a similar mechanism, such as the CARE Principles.⁴ When third parties request access to these data, the Data Assessment Committee will factor in the wishes of the indigenous community in question. If it concerns benefit-sharing for indigenous communities, as is the case for genetic sequence data, for example, Luris can provide assistance. You can send an email to Luris at ip@luris.nl.

If you have any questions about how your data are managed, please contact the [Data Steward](#) at the relevant faculty.

10. **RIGHTS OTHER THAN COPYRIGHT**

Works created by Staff Members may also be subject to patent rights, design rights, integrated circuit topography rights and plant variety rights. The rights to these works belong to the employer, the University. For these kinds of works, please contact Luris at ip@luris.nl.

⁴ <https://www.gida-global.org/care>



11. WORK BY AFFILIATED PERSONS WITHOUT EMPLOYMENT CONTRACTS WITH THE UNIVERSITY

Students, external PhDs, scholarship PhDs, professors by special appointment, guests, seconded staff and temporary staff are affiliated with the University but are not employed by the University. More information on each category is provided below.

11.1 Students

Students have and retain the copyright on essays and theses they have written. However, the University does require theses to be uploaded to the [Leiden University repository](#). Students enter into a non-exclusive licence agreement with the University for this purpose. For knowledge and inventions generated by students, the intellectual property rights are owned by the student in question. A student may be involved in work activities or research carried out at or for the University in connection with writing a thesis or completing an internship. Additional agreements on intellectual property and/or confidentiality will then need to be made, for example in the form of an internship agreement or confidentiality agreement. If a student is employed by the University, for example as a student assistant, the policy as specified under paragraph 5 of these Regulations will apply during the student's employment.

11.2 External PhDs

The copyright and any other intellectual property rights to the works of external PhDs do not belong to the University. However, external PhDs are obliged to comply with the [Netherlands Code of Conduct for Research Integrity](#), the [Leiden University's PhD Regulations](#), the Open Access policy of the University/faculty, the [Leiden University Data Management Regulation](#) and the Data Protocol at the faculty in question. In case of an invention, the external PhD candidate may choose to make use of the [Regulations on Knowledge Exploitation](#). External PhD candidates may contact Luris about this at ip@luris.nl. If an external PhD conducts research in collaboration with other researchers at the University, arrangements about the jointly developed intellectual property are set out in an agreement. You can also contact Luris about this.

11.3 Scholarship PhDs

The copyright and any other intellectual property rights to the works of scholarship PhDs do not belong to the University. However, scholarship PhDs are obliged to comply with the [Netherlands Code of Conduct for Research Integrity](#), the Open Access policy of the University/faculty, the [Leiden University Data Management Regulation](#) and the Data Protocol at the faculty in question. In case of an invention, the scholarship PhD may choose to make use of the [Regulations on Knowledge Exploitation](#). This is only possible with the approval of the scholarship provider. Scholarship PhDs can contact Luris about this at ip@luris.nl. If a scholarship PhD conducts research in collaboration with other researchers at the University, arrangements about the jointly developed intellectual property are set out in an agreement. You can also contact Luris about this.

11.4 Professors by special appointment

The copyright and any other intellectual property rights to the works of professors by special appointment do not belong to the University. However, these professors are obliged to comply with the [Netherlands Code of Conduct for Research Integrity](#), the Open Access policy of the University/faculty, the [Leiden University Data Management Regulation](#) and the Data Protocol at the faculty in question. In case of an invention, the professor by special appointment may choose to make use of the [Regulations on Knowledge Exploitation](#). This is only possible with approval of the legal



entity funding the special chair. Professors by special appointment can contact Luris about this at ip@luris.nl. If a professor by special appointment conducts research in collaboration with other researchers at the University, arrangements about the jointly developed intellectual property are set out in the relevant agreement regarding their appointment as professor.

11.5 Guests

Guests are not Staff Members, but persons to whom the University provides hospitality. Formally, these are guests who perform work activities for themselves, in their own interests and for a short period of time. If the guest conducts research in collaboration with other researchers at the University, arrangements about the jointly developed intellectual property are set out in an agreement. You can contact Luris about this at ip@luris.nl.

11.6 Seconded staff and temporary staff

Seconded staff and temporary staff are not employed by the University through an employment contract. The University pays the employer of the seconded staff or temporary staff for the hours worked and there is a hierarchical relationship between the seconded staff or temporary staff and the University. The rules governing intellectual property are the same as those for Staff Members. The IP arrangements are included in the secondment agreement and temporary employment agency contract. Seconded staff and temporary staff are, if applicable to their work activities, obliged to comply with the [Netherlands Code of Conduct for Research Integrity](#), the Open Access policy of the University/faculty, the [Leiden University Data Management Regulation](#) and the Data Protocol at the faculty in question.



Appendix I to Leiden University Employer Copyright Regulations

Information about the various Creative Commons licences

‘Licence’ is another word for ‘permission’. By granting a licence, you give permission to somebody else to do something with your work. You can only do this if you hold the rights to the work or if the University holds the rights to the work and has given you (and more generally: its Staff Members) permission to license the work to third parties (hereafter also referred to as the ‘end user’). With a Creative Commons licence, you or the University retain all rights to a work but give others permission to do something with that work. That ‘something’ depends on which licence you choose to grant. Please note: a Creative Commons licence cannot be revoked but can be replaced by another Creative Commons licence that permits broader use. More information on the various Creative Commons licences is provided below; this information is also available on the Creative Commons [website](#). The information below is partly based on information given by Leiden University Libraries (UBL), which can be accessed [here](#).

Based on its Open Science ambitions, Leiden University recommends choosing a CC-0 licence for data and a CC BY or CC BY-SA licence for other research output and for teaching materials. Creative Commons licences are not suitable for software or source code; other licences are used for these (see Section 8 of these Regulations).

- [CC BY 4.0](#) The end user may copy, distribute, publish, translate, display and present the work. The end user may create a derivative work based on the work, such as a translation. The end user may exploit the work commercially. All of these activities are only and exclusively permitted when the author is specified as the maker. This is the most ‘open’ licence.
- [CC BY-SA 4.0](#) The end user may copy, distribute, publish, translate, display and present the work. The end user may create a derivative work based on the work, such as a translation, but must then share this material under the same CC BY-SA 4.0 licence. Under this licence, the author must also be specified as the maker.
- [CC BY-NC 4.0](#) The end user may copy, distribute, publish, translate, display and present the work, but only for non-commercial use. The end user may create derivative material based on the work, but also only for non-commercial use. Thus, the end user may not exploit the work commercially. For commercial use, permission must be requested from the maker or other copyright holder. NB: if an end user wants to reuse part or all of your work in a publication of their own and publish it through a commercial publisher, this is considered commercial use. Use of a small part of the work under the citation/quotation right is, of course, always permitted. Lastly, also with this licence, the author must be specified as the maker.
- [CC BY-ND 4.0](#) The end user may copy, distribute, publish, display and present the work (in part or in full) provided that the work remains in its original state. The end user may not create a derivative work based on the work. This means that the work may not be translated, arranged, modified or otherwise adapted. To create derivative material from the work, permission must be requested from the maker or other copyright



holder. However, the end user may exploit the work commercially. Lastly, also with this licence, the author must be specified as the maker.

[CC BY-NC-ND 4.0](#) This is a combination of CC BY-NC and CC BY-ND. Neither commercial use nor the creation of derivative works is permitted.

[CC-0](#)

CC-0 is not a licence but a declaration by the maker or other copyright holder that they waive all copyrights to the extent permitted by law. The work is then, in fact, in the public domain; anyone can use it as they wish. It is not obligatory under copyright law to name the author and source, but it is nonetheless both customary and good academic practice to do so anyway.

This licence is often used for data and datasets as researchers regularly use data from more than one dataset and then combine them. This results in a new dataset. Depending on the analysis method used, it may no longer be clear which data comes from which previous set. However, it is still good academic practice to specify the sources from which the data originated.

There may also be reasons not to opt for CC-0 for a dataset, for example because the data contain personal information or because the copyright on part or all of the data is held by a third party (see Section 9 of the Regulations).