

NOTTINGHAM TRENT UNIVERSITY

POLICY ON STUDENT-GENERATED INTELLECTUAL PROPERTY (STUDENT IP POLICY)

1. INTRODUCTION AND DEFINITIONS

- 1.1. This document sets out the formal policy of Nottingham Trent University in relation to the ownership and management of Intellectual Property generated by students of the University.
- 1.2. For the purpose of this policy, Intellectual Property ("IP") means the product of intellectual or creative activity, and includes such items as inventions, designs, processes, copyright work (including works of art, computer software and computer data), etc.
- 1.3. The term Intellectual Property Rights ("IPR") refers to the rights that exist in IP, and include patents, copyright, trade marks, design rights, etc.
- 1.4. "NTU" and "the University" both mean Nottingham Trent University.
- 1.5. The "Hive" means NTU's Centre for Entrepreneurship and Enterprise, which provides facilities and resources for use by individuals seeking to develop their business ideas.
- 1.6. "Student" means any person who enrolls on a programme of study with the University, irrespective of level (undergraduate, postgraduate etc) or mode (full-time, part-time, distance learning etc).
- 1.7. It is a condition of their formal enrolment with Nottingham Trent University (NTU) that students accept and agree to be bound by this policy.

2. POLICY

- 2.1. As a general principle, but subject to the exceptions listed below, NTU recognises that the student is the owner of any IP that he/she creates in the course of his/her studies at the University. Similarly, users of the Hive shall own any original IP that they create for use in, or exploitation through, their Hive business plans.
- 2.2. NTU is committed to the successful exploitation of IP, and to ensuring that fair and reasonable benefit is obtained by all involved in its creation and exploitation.
- 2.3. Students are encouraged to disclose to NTU any IP they generate that may have a commercial value, with a view to using NTU's expertise and resources to maximise the potential value of the IP through a joint agreement. Such arrangements shall be subject to a formal agreement between the Student(s) and the University, which will include detailed arrangements for the sharing of any associated costs and revenue.
- 2.4. IP with possible commercial potential should normally be disclosed to the student's programme leader or supervisor. NTU shall have the right to decline any opportunity to commercially exploit student-generated IP. Where this is the case, it shall be for the student to decide whether, and how, to exploit the IP.

- 2.5. Users of the Hive will normally be required to enter into formal agreements that detail their rights and obligations, including specific arrangements on the ownership and management of related IP. In the event of any conflict between those Hive agreements and this policy, the Hive agreements shall take precedence.

2.6. Exceptions

2.6.1. Sponsored students

Students who have personal sponsorship support may be subject to formal agreements with their sponsors, and these may require that IPR arising from the student's work are owned by the sponsor.

Sponsored students are required to check the terms of their sponsorship and to notify the University, in advance of commencing their project or studies, of any IPR being claimed by the sponsor.

2.6.2. Externally-sponsored work

External sponsors will usually expect to own the IPR arising from work they have funded. Under normal circumstances, ownership of IPR will be included as part of the sponsorship agreement. However, for the avoidance of doubt, IPR arising from sponsored work undertaken by students will be owned by the sponsor of the work unless a formal agreement to the contrary exists.

2.6.3. University-managed projects

Where IP arises from projects in which students undertake specified work at the direction of University staff as part of an organised project, the associated IPR shall be owned by the University. For clarity, the student may be required to confirm that this is the case by formally assigning any IPR to the University.

Depending on the nature and extent of a student's contribution to the project and the IP generated, the University may, at its sole discretion, include the student in the sharing of any reward that might arise from the commercial exploitation of the IP.

2.6.4. Collaborative work

Where IP arises from projects in which students undertake directed work as part of a formal collaboration between the University and other organisations, the ownership of the associated IPR shall be as specified in the formal agreement between the collaborating bodies. For clarity, the student may be required to confirm that this is the case by formally assigning any IPR to the University and/or its collaborators.

Depending on the nature and extent of a student's contribution to the project and the IP generated, the University and its collaborators may, at their discretion, include the student in the sharing of any reward that might arise from the commercial exploitation of the IP.

2.6.5. Non-Commercial use by the University

The University shall have a non-exclusive right to retain, and make available for non-commercial purposes, copies of material (excluding Hive Business Plans) produced by students during the course of their studies at the University. This

shall include the right to make copies of the material and to convert it to other formats.

In this context, non-commercial purposes shall include:

- Retaining copies of students' work, including theses, and making these available as reference items via the University's Institutional Repository (IRep) and similar academic reference systems;
- Incorporating student-produced work, either whole or in modified form, in the University's learning and teaching materials;
- Using student-produced work for publicity purposes in the marketing of the University and its programmes;
- Using student-produced work for academic Quality Assurance purposes.

2.7. IP derived from other IP sources

- 2.7.1. Students must observe the IPR that exist in work produced by others (including the University). Students wishing to use, develop or draw upon material in which the IPR are owned by others must ensure that they have the necessary rights/authorisation before doing so. Guidance on use of third-party IP can be found at: http://www.ntu.ac.uk/llr/developing_skills/copyright/index.html

3. TIME LIMITATION OF POLICY

- 3.1. The rights and obligations described in this policy shall apply to all IP generated or used by students from the date on which they first register as students of NTU until such times as the related IPR expire or are surrendered by the respective owners.

4. DISPUTES AND APPEALS

- 4.1. In the event that a student disputes the ownership of IP or makes claim on the revenue generated from its commercial exploitation, the matter shall be referred for decision by the Dean of School.
- 4.2. In the event that the student is dissatisfied with the decision of the Dean, the student shall be entitled to refer the disputed matter to the Senior Pro Vice Chancellor. The decision of the Senior Pro Vice Chancellor shall represent the final step in the appeal processes available to the student within the University.

5. IMPLEMENTATION & REVIEW TIMESCALE

- 5.1. This policy is effective from 14 July 2008, and will be subject to review by the University's Senior Management Team (SMT) at intervals of not more than 12 months.
- 5.2. Formal review will consider the effectiveness of the policy, and will take account of the views of participants. Following review, the policy will be renewed, withdrawn or amended by the Senior Management Team as appropriate.

6. RESPONSIBLE OFFICER

- 6.1. The Senior Pro Vice-Chancellor is responsible for the implementation, development, and review of this policy and any related procedures.

Document History	
First approved by/on	SMT on 14 July 2008
This version approved (unamended) by/on	SMT on 18 April 2011
Next review due:	30 July 2012