

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 regarding the ownership and management of Intellectual Property Rights generated by Students of the University.
- 1.2. **IP** (Intellectual Property) refers to intangible creations of the mind or human intelligence such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce.
- 1.3. **IPR** (Intellectual Property Rights) refers to the tangible form, medium or product in which the IP subsists such as; patents (inventions), copyright (literary and artistic works), trade marks (symbols, names and images) and design rights (designs).
- 1.4. **NTU** and **University** shall each mean Nottingham Trent University.
- 1.5. **Hive** means NTU's purpose built Centre for Entrepreneurship and Enterprise, which provides advice, facilities and resources to individuals seeking to develop their ideas into business ventures.
- 1.6. **Student** means any person who completed enrolment onto a programme of study with the University including undergraduate and postgraduate taught courses, research based degrees (including but not limited to MRes., M.Phil., Ph.D., Professional Doctorate); irrespective of mode of study.
- 1.7. By completing the enrolment process with NTU onto a programme of study the Student acknowledges and agrees to be bound by this Student IP Policy.

2. POLICY

2.1. IP ownership

There are specific laws which govern the ownership of different types of IP. As a general rule the creator of the IP is the owner unless it was (a) generated pursuant to a course of employment; or (b) there is agreement to the contrary.

- 2.2 Subject to the following provisions a Student will usually own IP arising out of their programme of study however a Student will rarely have generated IPR on their own and in assessing ownership of IP the University will have regard to the following: -

- 2.2.1 whether other Students co-developed the IP;
- 2.2.2 the involvement of members of staff of the University including academic supervisors;
- 2.2.3 use of University facilities such as funding, equipment, premises, resources and consumables;
- 2.2.4 such other matters as may arise under the circumstances (e.g. use of third party resources during placements).

- 2.3** Students undertaking a taught course will generally own the IP in any work they create unless there is agreement to the contrary (e.g. sponsorship or where a Student submits work as part of a competition). Whilst the scope to generate IP on taught courses is limited, some courses may involve project work. In such circumstances the IP will often be owned jointly (through working with other Students, employees or academic staff). Many research groups are funded by research grants, industrial collaborations or funding agreements, the terms of which usually govern how IP is managed and exploited.
- 2.4** Students undertaking research based degrees (e.g. MRes., M.Phil., Ph.D., Professional Doctorate) will usually own the IP created solely by themselves however a Student will rarely have done so as they will have been supervised and directed by University employees (e.g. predominantly their supervisor but also other members of staff). A Student's supervisory team may include but not be limited to the Director of Studies, Co-Supervisor and other persons who formally act in an advisory capacity. The Student will have used University facilities and may have worked collaboratively with other Students. In such circumstances the threshold question in determining inventorship is who conceived the invention. A person who did not contribute to the conception is not an inventor and reducing the invention to practice by way of experimentation will not usually meet the threshold requirement. If the University wishes to exploit the results of any Student IP generated pursuant to a research degree the Student will, subject to the Exceptions provided in paragraph 2.6, be required to assign or transfer the IP to the University to enable it to commercially exploit the research.

The University's Code of Practice for Research Degrees can be found here:
https://www4.ntu.ac.uk/research/document_uploads/147186.pdf

- 2.5** Students are encouraged to disclose any possible IP to their programme leader or academic supervisor in the first instance who should then liaise with appropriate individuals within the School/College.

2.6. Exceptions

2.6.1. No Student of the University shall be required to assign or transfer IPR in any thesis produced solely by a Student (e.g. where a Student is not a co-author); or in any scholarly text, research paper or textbook provided that such IPR is not governed by the terms of prior written agreement (e.g. industry funded research).

2.6.2. Any monies accrued by the Student by way of publication or dissemination of work falling within the scope of paragraph 2.6.1 shall be retained by the Student.

2.7. Moral Rights

The University shall not require any Student to waive any of their moral rights, including the right to be named as author or inventor, in any IPR unless such waiver is governed by the terms of prior written agreement. The University shall usually seek to uphold such rights of any Student in negotiating contractual terms.

2.8. Sponsorships

2.8.1. No Student who is to receive sponsorship or other forms of funding from a third party should enter into any formal agreement without Legal Services of the University having first reviewed the terms of any agreement to ensure

the terms do not unfairly prejudice the Student or the University.

- 2.8.2.** Students receiving support in a personal capacity may be required to enter into a formal agreement with the sponsor. Such agreement should be entered into prior to, or at the same time as, completing enrolment at the University. Whilst self-funded Students will not be subject to any formal third party contract the Student should observe the requirements of paragraph 2.4 of this Student IP Policy.

The Student is required to submit the terms of the agreement to the University (Legal Services) prior to commencing their programme of study so that the University can record whether any IPR is being claimed by the Sponsor and that the terms of the agreement do not conflict with any policy of the University.

- 2.8.3** Students receiving support from charitable organisations, industry or commercial partners will usually be required to enter into a formal agreement with the partner to govern how any IPR arising during the Student's programme of study will be owned, managed and exploited. The ownership of IPR will depend on the nature of the sponsorship including whether the Student is in receipt of full or partial support.

The Student is required to submit the terms of the agreement to the University (Legal Services) prior to commencing their programme of study so that the University can record whether any IPR is being claimed by the Sponsor and that the terms of the agreement do not conflict with any policy of the University.

2.9 University-Managed Projects

- 2.9.1** Where IP arises from projects in which students undertake specified work at the direction of University staff and / or as part of an organised project, the associated IPR shall be owned by the University. For clarity, the Student may be required (where compliance to formal legal procedure requires) to confirm that this is the case by formally assigning any IPR to the University.

- 2.9.2** 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.

2.10 Collaborative Projects

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. Such work may be as part of a large consortium project or Knowledge Transfer Partnership arrangement.

2.11 Confidentiality

All Students are expected to maintain the confidentiality of any IP they think may exist until the commercial value of such IP has been considered and any appropriate IP protections have been completed. This is particularly important for registered rights (such as the patenting of an invention) as any prior disclosure anywhere in the world may prevent the University from securing such rights. If working with third party research groups or collaborators then a Student may be asked to sign a confidentiality agreement and comply with the obligations set out in such

agreement. The University will provide advice to any Student being asked to enter into legal agreements relating to their programme of study.

2.12 The Hive

Students of the University are encouraged to engage in innovative and entrepreneurial thinking. Generally, IPR developed pursuant to engagement with the Hive shall be owned by the Student. The exception being where the idea or concept arises pursuant to a programme of study in which the Student is or was enrolled.

2.13 Non-Commercial Use by the University

In keeping with the University's status as a statutory higher education corporation the University shall have the non-exclusive right to retain, use and make available for academic research and teaching purposes all IPR and associated materials (excluding Hive Business Plans) produced by a Student during their programme of study at the University. This shall include the right to make copies of any material and to convert it to other formats.

In this context, academic research and teaching 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.
- Submitting any work for the purposes of the Research Excellence Framework (REF) exercise of as part of an IMPACT case study or similar.

2.14 Examination Scripts, Dissertations and Theses or Portfolio

Students will own the copyright in any examination scripts, dissertations, theses or work portfolio produced pursuant to a programme of study. The University will own IP in any such work insofar as the work produced is not subject to any third party rights of ownership.

The University shall have a permanent, irrevocable, non-exclusive, worldwide, royalty free licence to store and copy (in hardcopy and/or digital form) for archival purposes; deposit (in hardcopy and/or digital form) any dissertations and theses written, in the University's repository and copy, publish and distribute at the University's discretion any article arising under this paragraph 2.14.

Any restrictions on publication and dissemination of any dissertation or theses are usually set out in any agreement relating to the programme of study prior to commencement. The University reserves the right to prohibit, delay or publish in redacted form, any dissertation or theses for the purposes of the University securing protection of IP or for the purposes of preventing disclosure of confidential information (of either the University or a third party).

3. BENEFITS TO STUDENTS

- 3.1** All Students are entitled to access services provided by the Hive which purports to encourage entrepreneurial activity of Students.
- 3.2** In the event Student generated IP is successfully commercialised and in consideration of the assignment of IP, the Student shall be entitled to the same benefits offered to employees of the University in respect of net revenue benefit received, details of which are set out in the University's Intellectual Property Policy which can be found here:
https://www4.ntu.ac.uk/staffnet/document_uploads/157393.pdf

4. DISPUTES AND APPEALS

- 4.1.** In the event that a Student disputes the ownership of IP or seeks to make a claim on the revenue generated from its commercial exploitation, the matter shall be referred to the Senior Pro-Vice Chancellor (Research).
- 4.2.** In the event that the Student is dissatisfied with the decision of the Senior Pro-Vice Chancellor (Research), the Student shall be entitled to refer the disputed matter to the Pro Vice Chancellor (Employer & Economic Engagement) of the University. The decision of the Senior Pro Vice Chancellor shall represent the final step in the appeal process available to the Student within the University.

5. IMPLEMENTATION & REVIEW TIMESCALE

- 5.1.** This policy is effective from 27 April 2017 and is subject to compulsory annual review by the University's Executive Team (UET).
- 5.2.** Formal review will consider the effectiveness of this Policy, and will take account of the views of University stakeholders. Following review, the Policy will be re-issued by the UET as appropriate.

6. RESPONSIBLE OFFICER

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