

Ownership of Student Work Regulations

8.1 General Principle and Exceptions

8.1.1. As a general principle the University recognises that each Student is the owner of the Intellectual Property he/she creates in the course of his/her studies ("**Student IP**"), subject to the following exceptions:

a. Reliance on the University's or a third party's preexisting intellectual property

Where the Student IP is based on or uses preexisting Intellectual Property that belongs either to the University or a third party and that the University or the third party intend to use or are using beyond academic purposes.

b. Major intellectual contribution by University staff

Where the Student IP results from work performed:

- i. directly as planned or instructed by University staff, without significant intellectual contribution from the Student; or
- ii. in collaboration with University staff such that separate Student and University staff contributions cannot be determined.

c. Requirements under contracts between the University and third parties

Where the Student owning Student IP created in a project would conflict with what the University has agreed in contract with another person (as might be the case under the terms of a funding agreement, collaboration agreement, studentship agreement, material transfer agreement, or licence agreement).

d. Students who are employed by or contracted by the University

Where the Student IP was created by a Student:

- i. who is also a University employee; or
- ii. while performing paid work under contract to the University; then in such instances, the employment contract or contract for paid work will govern the IP position for such relationships.

e. other exceptional circumstances which may apply.

8.1.2 If an exception of a kind set out in clause 8.1.1 a. to e. applies:

a. The University will:

- i. In situations where the University's commercial exploitation of the Student IP creates net proceeds for the University, the University will pay to the Student a share of net proceeds. In respect of any such payment, the sum due to the Student will be determined by the method of calculation set out in the relevant University policy governing payments to University employees from Intellectual Property-derived income (for the purpose of the calculation, the Student being treated as though they were a University employee and the Student IP created by them under University employment);

- ii. Respect the Student's moral rights in any copyright work and appropriately acknowledge the Student's contribution to creating the Student IP except if the Student agrees otherwise.

b. The Student will:

- i. Not disclose the Student IP to third parties without the University's permission;
- ii. Not attempt to register any intellectual property protection (e.g. patent or registered design) for the Student IP in their own name, as though they were the owner of it;
- iii. Not use the Student IP outside of the University without the University's permission;
- iv. Cooperate with the University concerning any action that the University needs to take in order to protect and exploit the Student IP including (but not limited to) preparing patent or registered design applications, agreements to confirm the University's ownership of the Student IP and inventor declarations.

8.1.3 The personal use of University related trademarks, logos, devices, acronyms, initials and other such representations or their likeness, whether graphically or in some other form, specifically, but not exclusively, in the registration of domain names, authoring of websites and use in other electronic media, is strictly prohibited, save where explicitly authorised in advance by the University.

8.2 Non-commercial licence to the University

8.2.1 Each Student grants to the University a continuing, non-exclusive, world-wide, irrevocable, royalty free license to use his/her Student IP, including the right to sub-license, for non-commercial use and academic and research purposes (which may include work with commercial parties).

8.2.2 Where the University makes use of Student IP, it undertakes to acknowledge appropriately the authorship and inventorship of such works created by Students.

8.2.3 A Student may request that his/her specified Student IP be treated as confidential, and the University shall not unreasonably refuse such a request. Any such requests should be made to the University's Research and Innovation Office.

8.3 Provisions continue beyond the termination of your Enrolment Contract

The provisions of this clause 8, and any related agreement governing ownership and exploitation of Intellectual Property, shall normally survive the expiry or termination of the Enrolment Contract between you and the University, however caused.