

Regulations relating to Intellectual Property

1. For the purposes of these Regulations
 - a) "Intellectual Property" means patents, trade marks, service marks, logos, internet domain names, rights in designs, copyright (including rights in software), database rights, rights in confidential information, trade secrets, inventions and know-how and other intellectual property rights whether registered or unregistered and including any applications for registration and all other rights or forms of protection having equivalent or similar effect anywhere in the world;
 - b) "Student Intellectual Property" means any Intellectual Property created, devised, made, produced or developed by a student in the course of the student's programme of study or research. For the avoidance of any doubt, if the student is also an employee of the University (for example a teaching assistant) then any Intellectual Property created in the course of such employment will be governed by the terms of such employment and will not be Student Intellectual Property.
2. A student undertaking undergraduate and taught postgraduate programmes of study shall be the owner of the Student Intellectual Property created by that student. Exceptions to this Regulation may include the following
 - a) students employed or sponsored by another institution or organisation;
 - b) students undertaking a sponsored project or placement;
 - c) where the Intellectual Property is generated as a result of collaborative work, for example with other students or with members of staff (or where the work being undertaken derives from the Intellectual Property of staff);
 - d) units which have as a primary or substantial purpose, the creation of Intellectual Property;
 - e) other exceptional circumstances.
3. The University shall maintain a list of units of study to which the exceptions set out in 2(d) above shall apply.
4. The University retains the right to use student works for the purposes of education and/or quality assurance. The University shall use reasonable endeavours to seek the permission of students where the University wishes to use student work for such purposes.
5. It shall be a condition of registration for higher degrees by research that the student shall agree to assign the Student Intellectual Property to the University.
6. Where the whole or part of a student's programme of study or research is sponsored by, or involves the use of, facilities provided by another institution or organisation, under an agreement made with the University, the following provisions shall apply
 - (a) the University may in its own name or as agent for the student assign or license to the third party the Intellectual Property, or any part of it, on such terms as it may think fit;
 - (b) all rights to the Intellectual Property in any work (including any report, essay, dissertation or thesis) produced by the student during or as a result of such programme shall be assigned to the University;
 - (c) the student shall, in accordance with any relevant terms of the agreement between the University and the third party, keep confidential all information relating to the work or business of the third party, acquired by the student during that programme, and neither use for the student's own benefit nor, save with the consent of the third party, disclose to any other person any such information.
7. Where the Student Intellectual Property is vested in the University pursuant to these Regulations, the University may exploit it, or any part of it, using reasonable endeavours to that end and granting to the student a reasonable share of any revenues received by the University as a result of such exploitation. If the University does not wish to exploit any part of the Student Intellectual Property vested in it, it shall at the request of the student return such part to the student.
8. Where Student Intellectual Property is vested in the University pursuant to these Regulations, a student may not without the consent of the University (which will not be unreasonably withheld or delayed) publish any work which might prejudice the acquisition and protection of the Student Intellectual Property by the University or any third party to whom it, or any part of it, has been assigned.
9. Any breach of these Regulations may be dealt with under the Regulations as to the Discipline of Students.