

# Canterbury Christ Church University

## INTELLECTUAL PROPERTY POLICY – STUDENTS

This policy applies to all Canterbury Christ Church University students. A student is any person registered as a student of the University, or following any programme as if he/she were such a student. A separate policy is available for staff.

### 1. Background

1.1 As an academic and charitable institution CCCU is committed to encouraging the successful exploitation of intellectual property by its staff and students and maximising the value of intellectual property for the benefit of society and the economy and all those involved in its creation. CCCU seeks to promote the recognition, protection and exploitation of potentially valuable intellectual property produced by its students. As a general principle CCCU recognises the student as owner of any IPR he/she produces while a registered student of CCCU. This principle may be subject to variation in the case of collaborative and externally sponsored work or where the student is undertaking post graduate research.

1.2 This policy for managing Intellectual Property embodies the University's approach on Intellectual Property as it relates to students. It is in a form intended to help students identify and make the best use of creative work arising from their studies at the University.

1.3 In maintaining this Policy the University seeks to:

- Clarify ownership rights in relation to Intellectual Property generated by students in the course of their studies
- Ensure fair treatment for all parties
- Use all reasonable endeavours to develop and protect intellectual property generated by students, in which the University has an interest, subject to adequate resources
- Maintain fairness and adequate incentives in the distribution of residual income

### 2. Definitions

2.1 A student is any person registered as a student of the University, or following any programme as if he/she were such a student.

2.2 Intellectual Property (IP) is a general term and describes the outputs of creative endeavour in literary, artistic, industrial and scientific fields that are new, innovative and can be protected under legislation. It also refers to know how.

2.3 Further information regarding intellectual property rights can be found in the supporting guidance documents. (See Section 8: Ancillary Documentation).

### 3. Use of IP and Confidential Information

Staff and Students may wish to use IP and/or proprietary information which is not owned by the University. In such circumstances, the following directives shall apply:

### 3.1 Photocopying & Copyright Clearance

These items are regulated by licence from the Copyright Licensing Agency Limited. The name and contact number of the Licensing Co-ordinator for the University is posted on the CLA Copying User Guidelines at all photocopying machines. Further information is obtainable from the Library at <http://www.canterbury.ac.uk/library/information-for/staff/scanning-service.asp>

In cases where the item to be photocopied or scanned is not covered by the CLA License then Staff and Students must obtain permission from the copyright owner.

The way copyright applies in practice always depends on the particular work and what you want to do with it. All photocopying has to be carried out according to copyright law and within the terms of licences we have from organisations such as the Copyright Licensing Agency. <http://www.canterbury.ac.uk/library/regulations/copyright/copyright.asp>

### 3.2 Copying of Computer Programs

The University is bound by a number of National and European regulations and additionally provides guidelines and procedures that are intended to confirm and support these regulations.

All users of the CCCU Computing and Information Services are required to make themselves familiar with these regulations and policies, and to check from time to time as policies may change without notice, although we will endeavour to inform users of all significant changes as appropriate. <http://www.canterbury.ac.uk/support/computing-services/Policies-Procedures/new-policies-and-procedures.asp>

### 3.3 Recording of Radio and Television Broadcasts

The University uses BoB (Box of Broadcasts). Staff and students can use this service to record programmes, watch programmes from the archive, create clips and search for programmes coming up in the next seven days. <http://bobnational.net/content.php?view=what>

### 3.4 Trade Marks

Prior to any use of any name, acronym or logo proposed for a product or service to be produced or provided by the University, such name, acronym or logo shall be cleared with the Marketing Department against any potential infringement of third party rights.

### 3.5 Confidential Information

Where the conduct of sponsored research work results in Staff and/or Students gaining access to confidential information belonging to the sponsor, the head of the project, supervisor or principal investigator shall ensure that all Staff and/or Students engaged in such work are provided with a copy of the contract and requested to sign supplemental confidentiality agreements where the relevant contract so requires. Such Staff and/or Students shall familiarise themselves with the terms of such agreements and adhere strictly to them. In particular, the head of the project, supervisor or principal investigator shall be responsible for ensuring that the handling and storing of confidential information is in accordance with the terms of the contract. Staff and/or Students shall not disclose to any third party any confidential information, for example through giving a lecture, presenting or publishing a paper or holding discussions, unless authorised in writing.

## 4. IP generated by students

4.1 A student is any person registered as a student of the University, or following any programme as if he/she were such a student. Ownership of IP created by a Student, who is not also a University employee, rests with the Student. The majority of creative work generated by CCCU students in the course of their studies is owned by the students themselves.

However, the University may assert a proprietary interest in such intellectual property rights where:

- a) Development of the intellectual property has involved substantial use of University resources and/or services beyond those needed to meet subject or course requirements.
- b) Development of the intellectual property has resulted from use of University intellectual property.
- c) The intellectual property forms part of the intellectual property generated by a team of which the student is directly or indirectly a member.
- d) The student is involved in a project funded by the University.
- e) The student is involved in a project/competition sponsored by a third party who has contracted with the University to own all resulting IPR. In this case, the student IPR needs to be assigned to the University, so that it can be assigned to the third party sponsor.

4.2 Students who are also University Employees, including Research Assistants and Knowledge Transfer Partnership Associates, are treated as Employees for the purposes of this policy. The employer of Students (usually part-time) who are employed by an organisation sponsoring their studies will be the first owner of any IP arising, according to the nature of the work being undertaken; ownership arrangements will otherwise be dealt with in accordance with the terms of the sponsorship agreement between the employer and the University.

4.3 CCCU registered students grant to the University and its subsidiaries a nonexclusive, perpetual, world-wide, royalty free licence to use IP created by a Student in the course of his/her studies with the University for administrative, promotional, teaching and research purposes, with rights to sub-license.

4.4 All postgraduate research Students will normally be asked to sign an Intellectual Property Assignment agreement prior to their registration with the University; in consideration for such assignment they will receive support and benefits from subsequent use of IP to which they have made a direct, inventive contribution as if they were a University Employee. Should a Student refuse to assign his/her arising IP to the University, the University will have the right to withhold the Student's access to the area of research and to seek to find, without obligation of success, an alternative research topic which will not compromise any University interests or those of its Employees.

4.5 If a Student creates IP outside the scope of his/her University studies, with significant use of University resources, an agreement will need to be drawn up beforehand regarding ownership of Intellectual Property.

4.6 Where the creative work has intellectual property rights generated by a team of which the student is directly or indirectly a member, it is important that the team agree and establish ownership rights from the outset of the project.

## 5. Revenue sharing

5.1 Investment in or support of commercial development of a Student's materials will be granted by the University only where an Intellectual Property Assignment agreement is in place which transfers ownership to the University. In this event the Student will be rewarded as if he/she were a University Employee.

5.2 Normally agreements with regard to the apportionment of net income arising from commercialisation will be on the scale set out below. However, this is only guidance and the University reserves the right to vary this.

Total Net Revenue ("TNR")	Student	Department/ Centre	University
100.00%	1/3 of TNR	1/3 of TNR	1/3 of TNR

The first £5,000 of net revenue will be paid entirely to the student. The net revenue sharing arrangement above applies to schemes raising £5,001 or more.

The University will be entitled to deduct from the gross revenue from commercialisation all expenses incurred by the University and any University subsidiary in connection with the registration, marketing and commercialisation of the relevant Intellectual Property (including all fees of patent agents and lawyers and costs of regulatory approvals) or any taxes or charges that the University is required to deduct by law. Net income will be determined by the Management Accountant assigned to the student's department in question.

Worked example: If the total net revenue (i.e. after the university's investment costs have been recovered) is £30,000.00, the student(s) will be entitled to the first £5,000 with the remaining £25,000 divided as follows: £8,333 to the student(s), £8,333 to the academic subject area and £8,333 to the University.

Where more than one IP generator is involved, the distribution of their share of the income between themselves shall be for them to determine. Should an IP generator subsequently leave the University there shall be no consequential change to the royalties which the inventor receives. In the event of the IP generator's death, entitlement to royalties shall transfer to the IP generator's estate, provided that the total revenue to all such parties shall not exceed 1/3 of the total net revenue.

Until the student has provided satisfactory evidence to the University, prior to any developmental work taking place, that all persons who created the intellectual property have agreed ownership and shares of the potential outputs of the Intellectual Property and the royalty distribution, or have waived any rights in the same, the University is under no obligation to pay any revenue.

## **6. Transfer of rights to Intellectual Property**

6.1 University IP may not be transferred to third parties by assignment, licence, sale or otherwise, without the advice and written approval of the University after consultation with inventor(s) and author(s).

## **7. Dispute Resolution.**

7.1 Any unresolved disputes where students disagree with any determination made by the University under this policy, shall, in the first instance, be referred to the Vice-Chancellor or nominated deputy.

7.2 In the event of disputes between the University and students which remain unresolved, they shall be settled by an independent third party arbitrator, mutually agreeable to both University and student. If not so agreed within 30 days of a written request by any party to do so, then the matter shall be referred for determination by an arbitrator to be appointed at the request of any party by the Chartered Institute of Arbitrators. In making a determination, the arbitrator shall have the right to require the parties to provide relevant documents and to present oral evidence but shall not be bound by the rules of evidence and shall seek to resolve the dispute in an expeditious and informal manner. The arbitrator shall agree that any information made available, and conclusions reached, shall be kept confidential. The determination of such third party arbitrator shall be final and binding upon both the University and the student. The costs and expenses of the arbitrator shall be apportioned between the parties in such proportion as the arbitrator shall consider appropriate, the arbitrator's allocation of the costs shall be binding. In all other respects, the arbitration should be subject to the provisions of the Arbitration Act 1950 to 1996 or any re-enactment or modification of them for the time being in force.

## **8. Ancillary Documentation**

This Policy document should be read in conjunction with the relevant supporting guidance documents and related templates listed below.

### **Guidance Documents**

[Intellectual Property Rights: What they are and some practical tips](#)

[Consultancy Policy](#) (currently under review)

### **Forms and Templates**

Intellectual Property - Assessing Commercial Potential

Confidentiality Agreement

Licence Agreement

**Forms & templates available from:** Research and Enterprise Development Centre (RED)

**Contact:** Nicola Burr or Carol Clewlow at RED

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