



INTELLECTUAL PROPERTY POLICY FOR NON-RESEARCH STUDENTS

This policy is valid from 12 November 2015 and applies to all enrolled students, except those on our postgraduate research programmes leading to a MPhil, MA/MSc by Research or a PhD.

The definitions in section 4 apply to this policy.

1. Introduction

- 1.1. De Montfort University (“we”, “us” and “our”) is committed to encouraging innovation and entrepreneurship amongst our students. We believe our students are generally best placed to exploit IP they create whilst enrolled with us and, as such, should generally own the IP they create. However, sometimes it is reasonable for us to own such IP, and the work to which it relates, because of the circumstances in which it was created. These exceptions are listed in section 7.2 and could apply to you.
- 1.2. Accordingly, this document sets out our policy in relation to the IP created by our students and (amongst other things) the circumstances in which we may own it.

Students enrolling on or after 12 November 2015

- 1.3. If you first enrolled as a student with us (“you” and “your”) on or after 12 November 2015, you will have accepted the terms of this Student IP Policy when you enrolled. Accordingly, this Student IP Policy applies to you.

Students enrolling on or before 11 November 2015

- 1.4. If you are a current student and appear in Appendix 12 of the General Regulations and Procedures affecting Students (as it was at 11 November 2015) and provides that:

property"	copyright, trade marks, rights in get-up and trade dress, goodwill, rights in designs, database rights, performers' rights, rights to use, and protect the confidentiality of, confidential information (including, but not limited to, know-how and trade secrets). The types of intellectual property rights you are most likely to encounter during your studies are outlined in Appendix 1 attached to this Student IP Policy;
"staff"	means a person who is employed by us or engaged on a consultancy basis;
"Student IP Policy"	means this intellectual property policy as amended from time to time;
"student", "you" and "your"	means a person who is enrolled on a programme of study with us (whether full-time, part-time or distance learning), but not those enrolled on a postgraduate research programme leading to a MPhil, MA/MSc by Research or a PhD; and
"we", "us" and "our"	means

- 6.1.4. contribute to software, web pages, databases, digital art portfolios, computer games or post to an online course discussion forum;
- 6.1.5. assist our staff with research (whether new or pre-existing research) or drafting papers for publication;
- 6.1.6. develop research proposals or ideas for research or collaborations;
- 6.1.7. work on research or collaborations with other organisations; and
- 6.1.8.

7.2.7. if you do work (paid or unpaid) that is funded (in part or in whole) by Research Councils UK

right, title and interest in and to: (a) the IP arising, or to arise, from work done that falls within the Exceptions; and (b) all work and material embodying such IP.

- 8.2. To the extent the IP subject to the assignment in section 8.1 does not automatically vest in us, you hereby grant to us a permanent, irrevocable, exclusive, worldwide, royalty-free licence (with the right to sub-licence) to use, copy, reproduce, distribute and exploit (in hardcopy and digital form) the IP, work and material subject to the assignment in section 8.1 for any purposes (commercial or otherwise) we wish. Where such IP includes ~~IP 876 (mersc02 Tco-91078)~~

10. Disclosure and confidentiality

- 10.1. We have in place processes which support the identification, management and development of our IP.
- 10.2. If you create any IP that falls within the Exceptions, then you must notify your tutor or supervisor as soon as possible after creating the IP. It is vital that you do not discuss the IP you create with anyone else until you have disclosed it to us and we have had a reasonable opportunity to evaluate your disclosure. This is necessary so we can assess how best to protect the IP. Even after disclosure to us, you must not disclose the IP you have created to anyone else without the consent of your tutor or supervisor. Such secrecy is particularly important in relation to any new invention you create because patents are not available for inventions that have already entered the public domain. Therefore, discussing your invention with a third party without having a confidentiality agreement in place will mean it cannot be protected by patent. This will significantly impede the value of the invention.

11. Third party rights in your work

- 11.1. If you include material in anything you create that is owned by a third party (such as information, a video clip, a photograph or data), you must ensure you have their permission for the inclusion of their material or the use of their material is otherwise permitted by law (for example, under the Copyright, Designs and Patents Act 1988 and with the terms of the various licences we hold to support teaching and learning – details of what is permissible under the law and under licence are available from all campus libraries and from the [library website](#)). If you are unsure whether you need third party consent, please speak to your tutor or supervisor for help in the first instance.
- 11.2. You must specifically tell us of the inclusion of third party material, and confirm that you have permission to use the third party material, if you use it in work that falls within the Exceptions.

- 12.2. If the 'jointly' created IP is to be owned by us (because it falls within the Exceptions), then we will ensure (as appropriate under the circumstances) that your contribution is appropriately recognised. This may be by recognising you as a 'joint' creator or inventor, or as 'co-author'. We will also share any income with you in accordance with the provisions of section 16.
- 12.3. If the 'jointly' created IP is to be owned by you (because it does not fall within the Exceptions), then you must ensure (as appropriate under the circumstances) that our contribution is appropriately recognised. Again, this may be by recognising us as a 'joint' creator or inventor, or as 'co-author'.

13. Licences of your IP to us

Licences of IP you grant to us

- 13.1. In respect of work and IP which is owned by you, you hereby grant to us a non-exclusive, worldwide, royalty-free licence (with the right to sub-licence) to use, copy, store, reproduce and distribute (in hardcopy and digital form) such work and IP for: (a) the purposes of supervising, assessing, marking and moderating your work during your programme of study; and (b) our administrative purposes, including assessing and maintaining academic quality, plagiarism assessment and meeting our legal obligations. Where such work and IP includes performers' rights, the licence will extend to film and sound recordings and broadcasts of the performance and copies of such recordings. This licence will last for the longer of: (a) 3 years after your graduation or earlier withdrawal from your programme of study; and (b) the expiry of all obligations on us to keep such material for the purposes set out above. You may not terminate this licence early.

Permanent non-exclusive licence to store your examination scripts, dissertations and theses

- 13.2. You will own the copyright in any examination scripts, dissertations or theses you write – however, we will own the IP identified in such examination scripts, dissertations or theses to the extent such IP falls within the Exceptions. You grant to us a permanent, irrevocable, non-exclusive, worldwide, royalty-free licence to:
- 13.2.1. store and copy your examination script (in hardcopy and digital form) for archival purposes; and
- 13.2.2. deposit (in hardcopy and digital form) any dissertations and theses you write in our repository and copy, publish and distribute them at our discretion (by way of

example, through the British Library Electronic Theses On-line System

14.1.3.5. to complete research projects or collaborations with other organisations;
and

14.1.3.6. commercially exploit it ourselves or licence a third party to do so.

14.2. When we use the IP you create, we will always try to ensure that your moral rights (a brief outline of 'moral rights' is given in [Appendix 1](#)) to any literary, dramatic, musical or artistic works are respected. As such, we will try to ensure your authorship is acknowledged, your work is not the object of derogatory treatment and you are not falsely attributed as the author of other work.

15. Commercially exploiting your IP

15.1. Sometimes you may wish to commercially exploit IP that you own. In this case we ask that you speak to us first so we can consider whether we can help you commercially exploit your IP by using our expertise and resources for our mutual benefit.

15.2. Any such commercial arrangement between us may involve a licence or assignment of your IP on terms that we mutually agree.

15.3. In the first instance you should speak to our IP advisers about the possibility. They can be contacted by email on info@prospectip.com.

15.4. Unless we have agreed otherwise, it is your sole responsibility to protect, manage and exploit IP that you own. We recommend you seek independent advice.

16. Revenue-sharing

16.1. We wish to encourage the timely and open disclosure of IP that is to be owned by us and ensure that appropriate rewards are provided to the creators of such IP.

16.2. Where you have created IP and that IP is owned by us because it falls within the Exceptions, then income arising from the commercial exploitation of such IP will be distributed pursuant to our then current student revenue sharing policy.

16.3. Where we have obtained a licence or assignment of IP you own under section 15, the financial arrangements we have agreed with you will apply instead of our then current student revenue sharing policy and you will be paid accordingly.

17. If you are both a member of staff and a student

- 17.1. Sometimes you may be both a member of staff and a student. In such cases any IP you create during your programme of study will be governed by this Student IP Policy. Any IP you create in the course of your duties as a member of staff will be governed by our Staff IP Policy. We recommend you keep accurate records detailing of how and when you create IP to help resolve any uncertainty. Given the unique nature of the employer and employee relationship, any ambiguity as to in which capacity the IP you create was created will be resolved in favour of it having been created in the course of your duties as our employee.

18. Complaints

- 18.1. If you have a complaint in respect of this Student IP Policy or issues related to it then please raise your complaint in accordance with our then

	application is submitted.
Performers' rights	these are independent of copyright and moral rights and gives a performer rights in their performance and any recording, film or broadcast of that performance. Performers' rights would exist in a dramatic performance, musical performance, reading or recital of literary work or a variety act performance.
Rights in designs	<p>seek to protect the appearance of a product. There are two forms of protection – registered designs and unregistered design right.</p> <p>A registered design can protect designs in the form of a shape and/or pattern applied to a product. Registered designs are not restricted to a particular product. A registered design may also be directed to the design of specific parts of products, as long as that part is ordinarily on view when in use. For example, the design of a handle of a teapot.</p> <p>An unregistered design right protects features of shape or configuration of an article or part of an article, but not surface decoration. Protection arises automatically in appropriate circumstances.</p>
Trademarks	seeks to protect logos, words, sounds or colours used to identify the origin of goods or services. Must be registered and has associated costs.

or forms of protection which subsist or will subsist now or in

construed in accordance with the law of England and Wales and the parties submit to the [non-]exclusive jurisdiction of the courts of England and Wales.