

Intellectual Property Regulations

Effective September 2019 - Present

Student Regulations and Policies

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**UNIVERSITY OF CENTRAL LANCASHIRE INTELLECTUAL
PROPERTY REGULATIONS FOR STUDENTS**

1. Introduction

In the following paragraphs, “**Intellectual Property Rights**” shall mean all intellectual property rights including without limitation patents, registered designs, trademarks and service marks (whether registered or unregistered), copyright and related rights, design rights and any application for any of the foregoing in any part of the world, semi-conductor topography rights, rights in and to software including source code, rights in and to confidential information and know-how, and database rights.

2. Ownership

In the interest of encouraging innovation, entrepreneurship, and development of new ideas by its students, the University does not assert ownership over Intellectual Property Rights developed, made or created by its students in the course of their study or research at the University, except where a student:

- (i) holds a University funded studentship under which the University has rights to the arising Intellectual Property Rights
- (ii) holds an externally sponsored studentship under which the sponsor has rights to, ownership of or requires the University to own the arising Intellectual Property Rights;
- (iii) is employed by the University and the study or research is undertaken in the course of their employment (in which they will be treated as an employee and the provisions of the University staff IP Policy will apply);
- (iv) participates in an externally funded research programme or other programme of work under the terms of which ownership or rights to use the arising Intellectual Property Rights are committed to the external sponsor;
- (v) participates in a research programme or other programme of work which is funded by the University;
- (vi) generates Intellectual Property Rights which build upon the existing Intellectual Property Rights of the University; or
- (vii) creates Intellectual Property Rights making more than incidental use of University facilities, equipment or resources;

in which case such Intellectual Property Rights shall vest in the University to the extent possible in law and equity. To the extent that such Intellectual Property Rights do not automatically vest in the University pursuant to clauses 2(i) to 2(vii) above, the student will assign their Intellectual Property Rights to (a) the University or (b) any party designated by the University.

3. Reporting

Where students make, develop, create or contribute to Intellectual Property Rights pursuant to clauses 2(i) to 2(vii) (above) they shall bring this to the attention of their tutor or supervisor as soon as practicable, reporting full details and delivering up any copyright materials.

4. Non-exclusive License

Where Intellectual Property Rights developed, made or created by students in the course of their study or research at the University vest in the student, the student

hereby grants the University a non-exclusive licence to use the Intellectual Property Rights for teaching, research, innovation or academic publication purposes. If expressly required by the student, the University shall keep the information arising from the Intellectual Property Rights confidential until either the information is released into the public domain and/or the application for patent is published by the relevant patent office.

5. Confidentiality

All students shall keep secret all confidential information of the University, including Intellectual Property Rights developed pursuant to clauses 2(i) to 2(vii) (above) and shall:

- (i) only use such confidential information for the proper purposes of their course of study or as authorised in writing by the University;
- (ii) ensure that, where authorised by the University to disclose its confidential information, confidentiality agreements are in effect before disclosing any valuable or potentially valuable information to anybody other than University employees.
- (iii) where information and discussions are covered by secrecy agreements and understandings or non-disclosure agreements in addition to these Regulations, students shall treat such information and discussions in confidence and act in accordance with the terms of such agreements and understandings; and
- (iv) notify the University if they have reason to believe that outside bodies or individuals which or who receive University information through a confidentiality agreement may be about to break, or appear to have broken that agreement or understanding.

6. Financial Rewards

It is the policy of the University to encourage work with a commercial potential. Accordingly, the University will ensure that whenever valuable rights arise from the commercial exploitation of a student's work that financial rewards are shared between the University and those students who have made a significant contribution to the work, unless the terms of any grant or contract prevent such action. Such financial rewards shall be shared in accordance with the University's Intellectual Property Rights Revenue Sharing Scheme from time to time in force.

7. Legal Requirements

Students shall (at the expense of the University) sign and execute all such documents and do all such acts and things as the University may reasonably require in order to vest in the University, or in any third party which the University might nominate, and to protect and/or exploit any Intellectual Property Rights in accordance with these provisions.

8. UCLan Branding

For the avoidance of doubt, the use of University related trademarks, logos or other such representations or their likeness (including corporate colours), whether graphically or in some other form may not be used in such a way as to insinuate that the University have been involved in the production of or have endorsed the production and or sale of the product or service (or other such Intellectual Property rights) in question, save where the student has received the express prior consent

from the University to do so. Students should liaise with their supervisors to obtain this consent.

9. Questions

For questions about the meaning and application of these Regulations, including queries about confidential information and confidentiality agreements, please contact Pete Leather of the Innovation and Enterprise department at the University.