

Kingston University Student Intellectual Property Rights Policy

This Policy provides guidance for both staff and students on Kingston University's position relating to Student Intellectual Property Rights. "Intellectual Property" includes patents, copyright, database rights, rights in respect of confidential information, physical property rights in materials, applications for any of the above and similar property and rights in any other country of the world.

Principles

- a) The University considers the development of Intellectual Property to be a collaborative event, the benefits of which should be shared.
- b) The University recognises the undergraduate student as the owner of any IPR he/she produces while registered as a student at Kingston University but in some circumstances (such as in the case of dissertations, projects and contributions made as a joint Inventor in an Invention in which the University has an interest, or if a Sponsor or provider of a placement opportunity has stipulated that all rights must be transferred to it) the University will require a student to assign all of his or her rights.
- c) The University considers that IP produced during the course of postgraduate studies is a collaborative activity between the University, Supervisor and the postgraduate student. All postgraduate students are normally required to assign all of his or her rights to the University and will be subject to the University's revenue sharing agreement.
- d) The principles detailed in the *Good Research Practice Guide* and the *Procedures for Undertaking Research Involving Human Subjects* apply to the development and production of IP.
- e) Principles b) and c) may be subject to variation in the case of collaborative or externally sponsored work e.g. charities, or other exceptional circumstances.
- f) A Student receiving joint sponsorship via the South London Academic Network [SWAn] that is, from Kingston University, St Georges and/or Royal Holloway will be required to assign all of his or her rights to the Institution through which they are registered according to the host Institutions policy and will be subject to the SWAn Revenue Sharing Agreement.

Collaborative work [student projects, research undertaken with either internal /external partners)

1. In the case of a student project that derives from the IP of an academic or involves substantial collaboration with academic staff, the University will retain the IPR arising during or from the project to ensure it is able to benefit from the exploitation of commercial opportunities in which case the student will be required to assign any IPR to the University. Assignment is conditional and will be required at the onset of the student project.
2. All students involved in research that is likely to lead to a patentable Invention will be required to assign the IPR in the work that they do to the University prior to commencing the research
3. All students involved with projects linked to specialist commercial platforms such as the SONY development platform will be required to assign the IPR at the onset of the project.
4. In return for an assignment, the University shall give the student a share of any net income arising from the commercial exploitation of any patent arising from their research (alone or with others) on the same basis as Staff (providing the organisation funding their research does not have a prior claim to the IPR).
5. Collaboration between students and academic staff and between students and sponsors is subject to the revenue sharing arrangements set out in the Financial Regulations and the *Exploitation of Intellectual Property Policy*.

KU sponsored studentships

1. A student receiving internal sponsorship [such as in the case of the Faculty contributing to doctoral fees, and/or commissioning a student to undertake a specific investigation] will be required to assign all of his or her rights to the University and will be subject to the University's revenue sharing agreement as detailed in the *Exploitation of IP Policy*.
2. IPR originating from a jointly sponsored project is jointly owned by the University and the external sponsor. In such cases, the student will be required to assign any IPR to the University and will be subject to the University's revenue sharing agreement.

Externally (3rd party) sponsored work

1. IPR originating from a sponsored project is covered in the terms of the contract between the University and the Sponsor. Students must be informed of the terms of that contract by the research supervisor before the project begins.

Academic assessments

1. The University retains the right to make and may authorise third parties to make copies (electronically or otherwise) of work submitted by students for assessment but only for the following purposes:
 - a) Assessment (including moderation) of a student's work; or
 - b) Quality Assurance by an appropriate body of the University's teaching, marking and moderating processes; or
 - c) Comparison with databases of earlier answers or works to confirm the work is original; or
 - d) To add to databases of works used to ensure that future works submitted to the University do not contain content from that student's work,
2. The University will only take and retain the number of copies necessary for the above purposes. The University will ensure that no personal data is made available in respect of purposes 1 b) c) and d).

Student creative work

1. The University claims the following rights in relation to students' creative work produced while they are registered at KU
 - i. To reproduce, without fee, artistic works for educational and promotional use, including databases, websites, academic publications, exhibition catalogues, leaflets, prospectuses;
 - ii. To borrow, for a reasonable period of time, the material element of any works produced by students and/or a suitable reproduction of these works in publications by the University and its staff, and/or purposes of showing these works to professional statutory bodies for the validation of appropriate degree programmes.
 - iii. For the avoidance of doubt, the copyright of such artistic works shall remain with the student and any reproduction by the University intended for commercial purposes will be subject to an individual licence to be negotiated with the student and subject to the University's revenue sharing arrangements.

Student dissertations and theses

1. Subject to contrary agreement (e.g. if a Sponsor requires ownership such as copyright), copyright in dissertations and theses shall belong to the Student. However, special attention should be given to the confidential nature of any research results and (especially if patentable Inventions have been

made in the course of the work) special provisions may be required to protect the confidentiality of the results (and the patentability of the Invention), which may limit the Student's right to publish.

2. If conditions are attached to the grant or other funding under which the work was sponsored, these must be strictly complied with.
3. Unless a Student specifically requests to the contrary, the University will have the right to digitise and make public dissertations and theses. This will be controlled by the University in accordance with its normal academic practice.

Revenue sharing

1. Students who are required to assign IPR to the University will be treated in the same way as members of staff for the purposes of revenue sharing arising from the commercialisation of Intellectual property.

Arbitration

1. In the event of a dispute, the Student can appeal to the Student Intellectual Property Rights Panel in the first instance. The Panel will comprise: the University Secretary, the Executive Director of Enterprise, the University Copyright Officer and an appropriate academic representative. The Student should put his/her appeal in writing and send it to the University Secretary within 28 days of the disputed issue being identified.
2. If the Student wishes to appeal against the decision of the Student Intellectual Property Rights Panel, the matter will be referred to an independent mutually agreed external expert, whose decision will be binding on the University and the Student and a '*Completion of Procedures*' letter will be issued to the Student within 28 days of the results of the appeal.
3. For the avoidance of doubt, terms concerning disputes are exhaustively set out in this Policy. Any disputes will be dealt with under this Policy and are not covered by the Student Complaints Policy.

Conscience clause

1. The University will uphold the principles detailed in the *Good Research Practice Guide* and the *Procedures for Undertaking Research Involving Human Subjects*, and reserves the right to declare to the correct authority research findings which are contrary to the University's ethical principles.

This Policy forms part of the University Regulations and is binding upon students as a condition of enrolment at the University. The University reserves the right to modify or add to this policy at any time, although any such modifications or additions will not affect any Intellectual Property that has come into existence prior to the date of the modification or addition.

Approved by: -

Senior Management Team, 2012

KU Students Union, 2012

Deborah Lock, Executive Director (Enterprise), 2012