

Regulations on Intellectual Property Rights (2009) (V 1.2)



1. It shall be a condition of registration of a student that the student agrees to transfer or assign to the University the intellectual property rights to which these Regulations apply.
2. These Regulations apply to
 - (a) the ownership of and the sole right to exploit any patentable invention or discovery;
 - (b) all rights in any design produced; and
 - (c) copyright in any computer program and any design capable of commercial exploitation produced by the student in the programme of study or research.
3. Where the whole of a student's programme of study or research is funded for a programme of study by himself or herself, or by a publicly funded body, or by anybody other than one which has entered into a contract for a specific piece of research with the University, the assignment shall only apply to those items of intellectual property referred to in paragraph 2 above.
4. Where a student is fully funded for a programme of study or research or make use of facilities provided by a third party under a contract made with the University, the assignment shall apply to the items of intellectual property referred to in paragraph 2 above and also to copyright in any work (including any report, essay, dissertation and thesis) produced by the student during or as a result of that programme or part programme.
5. Where the whole or part of a student's programme of study or research is funded fully or partially by, or makes use of facilities provided by, a third party, under a contract made with the University, the following provisions shall apply;
 - (a) The University may in its own name or as agent for the student transfer or assign to the third party, rights to which these regulations apply on such terms as it may think fit; and

- (b) The student shall, in accordance with any relevant terms of 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, or part programme, of study and neither use for the student's own benefit nor, save with the consent of the third party, disclose to any other person such information.
6. Where rights are vested in the University in pursuance of these Regulations the University may exploit those rights, using its best endeavours to that end and granting to the student such reasonable share in any benefit accruing to the University as shall be agreed from time to time by the University. If the University does not wish to exploit rights vested in it, it may at the request of the student, return the rights to the student.
7. A student shall not without the consent of the University publish any work which might prejudice the exploitation of the rights to which these Regulations apply by the University or any third party to which rights have been transferred or assigned.
8. These regulations shall not apply to the case where a student has assigned his/her intellectual property to his/her employer under a contract of employment and where the student has retained that employment during his/her period of registration at the University. In such cases the University shall enter into negotiations with the employer to ensure that the interests of the University are protected. Such students shall however be subject to the terms of regulations 9 below.
9. The student shall treat as confidential all knowledge and Information (including knowledge and information relating to the materials, processes, machinery and apparatus used in experiments and trials) relating to any work taking place within the University which his/her supervisor indicates to the student is to be treated as such.
10. The University shall be responsible for the legal protection of the rights where the University holds any interest in such rights.