



Prifysgol Cymru
Y Drindod Dewi Sant
University of Wales
Trinity Saint David



UWTSD Intellectual Property Policy Students

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Preamble

The University of Wales, Trinity Saint David regards the creation of intellectual property (IP) to be important as it supports a number of its strategic objectives and is integral to the core objectives of knowledge creation, knowledge transfer, scholarship and learning. The University is committed to developing policies and support services which create the best possible environment for IP to be created and to be transferred into practical use.

The University wishes to encourage the exploitation of Intellectual Property (IP) in order to:

- Encourage and develop the creativity and innovation of Students
- Encourage enterprise and business creation
- Support Students to make a contribution to economic development

The policy is designed to support Student endeavour, taking into consideration resources funded by public money which place restrictions on how they can be used for business purposes.

Any enquiries about this policy or about IP and potential commercialisation opportunities in general, should be made to the Research Innovation and Enterprise Services team, who will provide guidance and support to individual Students.

1 Introduction and defined terms

- 1.1 This document sets out the policy and rules of University of Wales, Trinity Saint David (UWTSD) in respect of the ownership of Intellectual Property (“IP”) created by Students of the University.
- 1.2 Intellectual Property (IP) may broadly be defined as know-how, or knowledge and its application. For the purposes of this policy, all materials generated by Students are considered as potentially generating intellectual property rights (IPR), as indicated in the table below.

Type of Protection	Example of IP
Copyright (automatic right)	Literature, Art, Photography, Films, Music, Web content
Patents	Inventions and products
Trademark	Product, name, logo, jingle
Design rights (can be registered or unregistered)	Shapes of objects

- 1.3 This policy applies to all Students of UWTSD. A Student is any person registered as an Undergraduate or Postgraduate Student of the University or following any course as if a Student including those studying for a UWTSD award at partner institutions.
- 1.4 A separate policy applies to staff. When a Student acting as an employee creates IP, the Staff IP Policy will apply.

2 General Principles

The general principles underlying this policy are:

- 2.1 Intellectual Property created by a Student will be owned by the Student, except when there are exceptional circumstances as provided in this Policy, for example:
- the Student has specifically agreed otherwise in writing with the university;
 - the Student has a Sponsored Studentship under which the sponsor has a claim on the IP arising as part of the terms of the sponsorship;
 - the Student participates in a research programme where any arising IP is to be owned by the sponsor of the research;
 - the Student generates IP using university facilities and/or resources and it has been agreed by the university that those facilities and resources can be used and that the university owns the IP arising;
 - the Student generates IP which arises because it is created jointly with an employed member of university staff working in the course of his or her employment.
 - This list above is illustrative and specific circumstances will need to be examined on a case-by-case basis.
- 2.2 For the avoidance of doubt any IP created by the Student purely in a personal capacity ("Student IP") and without use of the University's facilities and/or resources, will be owned by the Student.
- 2.3 In cases where the University owns IP created by a Student, the Student and the University are entitled to a fair share of any commercial benefit accrued.
- 2.4 In all cases, ownership of IP created by a Student will be subject to the rights of a third party sponsoring the activity in the course of which the Intellectual Property is created.
- 2.5 The University may use the material element of any works produced by Students, and/or a suitable reproduction of these works, for education and promotional activities and/or for the purposes of showing these works to professional statutory bodies for the validation of appropriate degree programmes.

2.6 UWTSD recognises the moral rights of authors in relation to their copyright works. In displaying and borrowing Student works UWTSD will have regard to the Students' moral rights and will provide for appropriate notice of authorship. If this is not practical, then a waiver of these moral rights will be sought.

2.7 Confidential information: UWTSD reserves the right to impose confidentiality obligations on Students who create, or work on, patentable inventions. The main reason for this is that any disclosure of the invention may destroy novelty and hence render the invention non-patentable. The obligation of confidentiality usually lasts until a patent application is filed. Confidentiality agreements may also apply to projects that are sponsored, where it may form part of the agreement between the Student and the sponsor.

3 Undergraduate Students and taught course (non-research) Post Graduate Students

3.1 The University's default position is that where an undergraduate or postgraduate taught Student has developed IP, the Student owns the IP.

However, there are some exceptions to this provision:

- Students working on a sponsored project, or a "live" project agreed with an external organisation, as part of coursework. In such a case, the sponsor may own any resultant IP. In this instance, the Student will be asked at the outset to assign IPR to the University for the purpose of contracting with the sponsor.
- Sponsored Students. Students who are sponsored by other organisations in their studies may find that any IP generated belongs to the sponsoring body. All sponsored Students are advised to check the terms and conditions of their sponsorship.
- Students making significant use of University resources to develop IP are required to reach agreement with the University on IPR ownership.

3.2 The determination of whether significant University resources have been used shall be based on the facts and circumstances of the work that led to the IP. A number of factors will be taken into consideration including the resources themselves and the extent to which they are used beyond that anticipated in the course of study.

The resources that will be taken into consideration might include technical equipment, staff time, workshop facilities, software or IP already owned by the University.

3.3 Undergraduate or post graduate taught Students who are deemed to own their IP and who identify potential commercialization opportunities may choose to seek to assign that IP to the University, in order to enable its commercial potential to be investigated and developed. If the university agrees to the assignment, then the Student will be treated in the same way as a member of staff for the purpose of revenue sharing (See 7.1). If the University does not seek to pursue exploitation, then no assignment will take place.

3.4 If Students are unsure of whether there has been significant use of University resources they should seek advice from their program director in the first instance, who may refer the Student to Research Innovation and Enterprise Services (RIES) for additional support.

The decision of whether there has been a significant use of University Resources shall be made by a panel chaired by the PVC Research, Innovation, Enterprise and Commercialisation (or such other person as delegated by the Vice-Chancellor), in consultation with the Dean of Faculty and the research or academic supervisor of the Student, and representation on behalf of the Student.

4 Postgraduate Students (research based)

- 4.1 A Postgraduate Student (PG Student) who is an employee of the University is subject to the Staff IP policy.
- 4.2 A post graduate Student undertaking research activities must enter into a written agreement which establishes the ownership and the use of IP created in the Research Activities. The agreement will be fair and reasonable giving consideration to all relevant factors, including, but not limited to, whether the PG Student is bringing significant background IP to the project, or is self-funded. In the absence of such an agreement, IP will be owned by the University so it can comply with any research funding obligations.
- 4.3 In all cases in which the Research Activities are funded by a third party, the PG Student must accept the IP and confidentiality provisions of the research agreement between the University and the third party. The Principal Investigator of a project shall notify the Student working on that project of any requirements imposed by the sponsor regarding ownership of IP.
- 4.4 The PG Student must not disclose any confidential information or commercially sensitive information of the University or a third party and is deemed to have consented to any confidentiality obligation imposed by a relevant third party.
- 4.5 The PG Student must act in a manner which is fully consistent with the University's obligations in respect of the Research Activities, must comply with all relevant contractual obligations, and is deemed to have consented to all obligations placed upon him or her by the research agreement, including those relating to confidentiality and ownership of IP.
- 4.6 A PG Student will sign all documents and take other reasonable actions at the University's or a third party's expense that are required to confirm the University's or a third Party's ownership of the IP.
- 4.7 A PG Student enrolling in a postgraduate degree program will be required to complete and sign a form in which he or she:
- Acknowledges and accepts the provisions of this Student IP Policy.
 - Agrees to disclose any invention work in progress or other Intellectual Property relevant to the Research Activities that he or she will be doing, including a disclosure of any third party that may have a claim to that IP.

- Accepts and agrees to abide by the confidentiality terms imposed by a third party sponsor of the Research Activities in which the Student will be involved, and commits not to disclose the University's confidential or commercially sensitive information.
- Agrees to disclose IP which he or she creates in the Research Activities.
- Agrees to make relevant enquires into the requirements of the sponsor of the research project or of the University in which he or she will be participating.
- Agrees to enter into a written agreement with the University regarding the ownership and use of IP that he or she creates in the Research Activities.

4.8 It is the responsibility of each Principal Investigator to ensure that an IP agreement is entered into between the PG Student and the University.

5 Work Based Learning

5.1 Intellectual Property created by a Student as part of a placement or work based learning experience will be owned by the company, unless otherwise agreed between the Student and the company or governed by sponsors if funded by a third party.

6 Ownership of Copyright

- 6.1 6.1 The general rule is that a Student shall own the copyright in materials, such as a thesis or other materials for course work that he or she has authored. The University reserves the right (1) to use the materials for its own internal purposes of detecting plagiarism or cheating, and (2) to control the material on electronic media hosted on the University websites.
- 6.2 The University may use the materials, other than as specified in Clause 3.1, with the agreement of the Student.
- 6.3 If a Student produces written material (including a thesis) in a project sponsored by a third party or if the material was specifically commissioned by the University, the copyright shall be owned by the University or the third party unless there is an agreement to the contrary. This means that:
- Confidentiality requirements, restrictions on the right to publish, and restrictions on access to the thesis or other documents will be determined in accordance with any contractual obligations between the University and a third party.
- 6.4 When the University or a third party owns the copyright in materials produced by a Student pursuant to the terms of this Policy, the Student waives any moral rights in the work.
- 6.5 A Student, at the University's expense, will sign all documents and take other reasonable actions that are required to confirm the University's or a third Party's ownership of IP when such ownership is required under the terms of this Policy.
- 6.6 Although a Student may own the copyright in materials that he or she has produced, the Student must comply with University regulations regarding plagiarism and will not knowingly and wilfully assist others in plagiarising the work by allowing others to use their materials.

7 Revenue Sharing

- 7.1 In the event that the University elects to commercialise intellectual property created by a Student other than on an arm's length basis, for example, where intellectual property is assigned to a spin out company (which is linked to the University) for less than the value that would be achieved in a similar transaction with an unconnected third party, for the purposes of calculating the employee's revenue share, the University's income shall be deemed to be the higher value that would have been achieved in a transaction with an unconnected third party. This deemed level of income shall also be calculated with reference to the actual income realised in the commercialisation of the intellectual property by the entity linked to the University

Level of patent/idea income	Inventor(s)/ Creator(s)	University Fund	Inventor's Department
First £ 2000	85%	0%	15%
Over £ 2000 and under £25,000	50%	25%	25%
Over £25,000 and under £50,000	40%	30%	30%
Over £50,000 of patent royalties	35%	35%	30%

- 7.2 Revenue Sharing Formula.
Net income (as defined in 7.3 below) from the commercialisation of intellectual property owned by the University shall be distributed as indicated in the table above and subject to a Revenue Sharing Agreement to be signed by all parties, unless agreed otherwise by all parties, in advance of any commercialisation.
- 7.3 Net income will be the gross revenue received by the University from the commercialisation of intellectual property minus expenses incurred by the University and its subsidiaries related to the commercialisation of the intellectual property.
- 7.4 Expenses that will be deducted from the gross revenue to arrive at the net income will include fees and expenses incurred in obtaining and maintaining intellectual property protection, including legal and patent agent fees. Also to be deducted are payments made to co-owners or other third parties (such as original sponsors of the research that lead to the creation of the intellectual property), relevant consultant fees, and expenses incurred in the marketing and commercialisation of the intellectual property.

- 7.5 The creator will provide assistance as necessary to accomplish the effective commercialisation of the invention, including appropriate and reasonable assistance to the licensee of any invention, or as specified in any Revenue Sharing Agreement.
- 7.6 Where there is more than one employee or Student who has created the intellectual property, or has otherwise contributed to the creation, development or invention, the distribution of income between or among themselves shall be a matter for them to decide reasonably and in good faith. Where there is a failure to agree, matter should be referred to a panel, which will seek appropriate independent expert opinion, chaired by the Deputy Vice-Chancellor taking into account each individual's contribution to the invention
- 7.7 The University shall be responsible for negotiating reasonably and in good faith with third parties the amount of royalties or other revenue that the third party will receive from the exploitation of intellectual property.
- 7.8 The only obligation imposed by these revenue sharing provisions is to share net income with the creator once it has been received by the University. There is no explicit or implied obligation on the University to maximize the revenue received from the intellectual property. The University in its sole discretion may, reasonably and in good faith, take any action that eliminates or reduces the amount of revenue received from intellectual property owned by the University.
- 7.9 In the event of the death of an individual due to receive a share of revenue, that revenue will be payable to the estate of the deceased.

8 Disclaimers

- 8.1 The University may issue disclaimers of ownership of Intellectual Property in appropriate cases or provide for a license or assignment of the Intellectual Property to the Student or Students who created it.

9 Disputes and appeals

- 9.1 In the event of a dispute over the interpretation of this policy the Student will have the right to appeal. The appeal process will entail:
- a.** written notice by the Student to the Director of Commercial Services outlining the facts of the dispute with copies to other parties to the dispute.
 - b.** the opportunity for the other parties to submit comments on submission
 - c.** consideration of the appeal taking all submissions into account by the Intellectual Property committee.
- 9.2 This process will only take place if it has not proved possible to resolve the dispute by a discussion with the parties concerned.

10 Implementation

- 10.1 The PVC Research, Innovation, Enterprise and Commercialisation shall have wide authority and discretion, within the confines of (1) the IP Policy, and (2) any directions given by or on behalf of the Vice-Chancellor to adopt administrative processes necessary to effectively implement this Policy.
- 10.2 For the purposes of this policy all University decisions of IP ownership, assignment and investment will be referred to the IP Committee who will ensure appropriate expertise and representation.
- 10.3 The IP Committee reports to the Research Committee.
- 10.4 In keeping with the aim to encourage and stimulate commercialisation and to ensure Students share the benefits, the University will make every effort to promote the contents of the policy to all Students, by:
- Providing a user-friendly guide to IP
 - Dissemination by School staff
 - IP awareness raising workshops for Students and Staff
 - FAQ's and information available on-line



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