



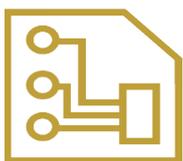
**Swansea University**  
**Prifysgol Abertawe**

**POLICY ON**  
**INTELLECTUAL PROPERTY**  
**CREATED BY STUDENTS**

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**RESEARCH, ENGAGEMENT &**  
**INNOVATION SERVICES**

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## **1. INTRODUCTION AND DEFINED TERMS**

- 1.1.** This document sets out the policy and rules of Swansea University in respect of the ownership of Intellectual Property (“IP”) created by Students of the University.
- 1.2.** Except where they are defined differently in this document, words and phrases defined in Swansea University’s “Policy on Intellectual Property” and Swansea University’s “Procedures for Implementation of its Policy on Intellectual Property” shall have the same meaning in this Policy.
- 1.3.** “Procedures” means Swansea University’s Procedures For Implementation of its Policy on Intellectual Property.
- 1.4.** “Staff IP Policy” means Swansea University’s Policy on Intellectual Property, as it may be amended from time to time.
- 1.5.** “Student” means any person registered as an Undergraduate or Postgraduate Student of the University or following any course as if a Student.
- 1.6.** “Student IP Policy” means this Policy.

## **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 other exceptional circumstances as provided in this Policy.
- 2.2.** In cases where the University owns IP created by a Student, the Student and the University are entitled to a fair share of the commercial benefit accrued.
- 2.3.** 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.

## **3. OWNERSHIP OF INTELLECTUAL PROPERTY OTHER THAN COPYRIGHT CREATED BY STUDENTS**

When a Student acting as an employee creates IP, the Staff IP Policy applies. Subject to that, the following rules apply.

### **4. Undergraduate Students**

- 4.1.** IP created by an Undergraduate Student (UG Student) will be owned by the UG Student except when the Intellectual Property has been created in a project specifically funded or commissioned by the University or a third party, or where the UG Student makes significant use of University resources to create the IP. “Significant use of University resources” in this context means that the Student used resources to a greater degree than generally used or expected to be used by Undergraduate Students, and “University Resources” include intellectual

supervision, human resources, laboratory or computer facilities, University background IP, or other resources.

- 4.2.** The decision of whether there has been a significant use of University Resources shall be made by the Director of the Research, Engagement & Innovation Services Department (or such other person as delegated by the Vice-Chancellor) in consultation with the Executive Dean or nominee and the research or academic supervisor of the Student, and the Student. If there is no agreement, Clause 10 applies.

## **5. Postgraduate Students**

- 5.1.** A Postgraduate Student (PG Student) absent other factors is not considered as an employee of the University.
- 5.2.** Frequently a PG Student is required to perform research or consultancy activities as a component of their studies ("Research Activities"). As a condition of participating in such activities:

**5.2.1.** The PG Student 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.

**5.2.2.** 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.

**5.2.3.** 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.

**5.2.4.** 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.

**5.2.5.** 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.

- 5.3.** The University shall appropriately reference the Student IP Policy in recruitment documents and publish the Student Policy in the Student Handbook.
- 5.4.** A Postgraduate Student enrolling in a postgraduate degree program will be

required to complete and sign a form in which he or she:

**5.4.1.** Acknowledges and accepts the provisions of this Student IP Policy.

**5.4.2.** 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.

**5.4.3.** 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.

**5.4.4.** Agrees to disclose IP which he or she creates in the Research Activities.

**5.4.5.** 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.

**5.4.6.** 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.

**5.5.** It is the responsibility of each Principal Investigator to ensure that an IP agreement is entered into between the PG Student and the University. The Research, Engagement & Innovation Services Department shall provide a template to the Faculty/School and approve any specific agreement reached with the Student.

## **6. WORK BASED LEARNING**

Intellectual Property created by a Student as part of a work based learning experience will be owned by the company, unless otherwise agreed between the Student and the company.

## **7. OWNERSHIP OF COPYRIGHT**

**7.1.** 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 shall have the absolute 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.

**7.2.** The University may use the materials, other than as specified in Clause 4.1, with the agreement of the Student.

**7.3.** 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:

**7.4.** 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.

- 7.5.** Copyright in software that is or will be used by the University, and copyright integral to other Intellectual Property that is owned by the University or a third party, will be owned by the University or the third party.
- 7.6.** 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.
- 7.7.** 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.
- 7.8.** 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.

## **8. REVENUE SHARING**

- 8.1.** In all cases where a Student has created Intellectual Property that is commercialised by the University, the Student will be entitled to share in the benefits as though he or she were a Staff Member.
- 8.2.** In such cases, rules and procedures relating to revenue sharing, which are set out in the Staff IP Policy and Procedures, shall apply to the Student.

## **9. DISCLAIMERS**

The University may, in accordance with the Procedures, 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.

## **10. INTERNAL DISPUTE RESOLUTION**

If a Student disagrees with the decision of the Director, the Student may appeal the decision to a committee comprised of the Registrar (or such other person as delegated by the Vice Chancellor) who shall serve as Chairperson, the Executive Dean or nominee which administered the project in which the IP was created, and a Staff Member or a Student nominated by the Student. Their decision shall be final.

## **11. ARBITRATION**

If after the decision of the committee identified in Clause 10, the Student alleges that the University has not complied with the Student IP Policy, he or she may request that the matter be resolved by an arbitrator to be agreed upon between the University and the Student, or if they are unable to agree upon the identity of the person within one calendar month of the request to negotiate, by an arbitrator appointed by the President of the Law Society of England and Wales. The Arbitration will take place in Swansea and be conducted according to the laws of England and Wales. The decision of the

arbitrator shall be binding on the University and the Student and the costs shall be borne as decided by the arbitrator. Notwithstanding the provisions of this clause, both the University and the Student are free to bring proceedings in the courts in order to seek mandatory, declaratory or other relief which is not available from an arbitrator.

## **12. IMPLEMENTATION**

**12.1.** The Registrar shall have wide authority and discretion, within the confines of (1) the University's Charter and any Regulations, Ordinances or other provisions made by Council, (2) the IP Policy, and (3) any directions given by or on behalf of the Vice-Chancellor to adopt administrative processes necessary to effectively implement this Policy.

**12.2.** The Swansea IP Group within the Research, Engagement & Innovation Services Department shall issue guidance and interpretations, and establish procedures and documents necessary to implement this Policy.

**Ceri Jones, Director  
Research, Engagement and Innovation Services  
June 2017**



**Swansea University**  
**Prifysgol Abertawe**

**REIS COMMERCIAL SERVICES UNIT**

**CAN HELP WITH YOUR**  
**BUSINESS ENGAGEMENT AND**  
**COMMERCIALISATION ENQUIRIES**

Please visit our website or contact us for further information:

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Telephone: 01792 60 60 60

Email: [reis@swansea.ac.uk](mailto:reis@swansea.ac.uk)

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