Appendix 12  Intellectual Property Rights Policy: Students

1  Introduction

This policy is about Intellectual Property, the output generated every day by students. "Intellectual Property" means rights such as patents for inventions and trademarks, domain names and registered designs as well as design rights, copyright and moral rights, database rights, unregistered trademarks, know-how and confidential information. Most are explained in more detail in the Appendix to this Policy.

Coventry University recognises that Intellectual Property generated by research and other work undertaken at Coventry University is an important asset, and wishes to encourage all students to contribute towards this activity. Coventry University has the responsibility to identify, protect and manage its Intellectual Property effectively.

Coventry University intends that the benefit of having such a Policy will include wider recognition of individual achievements and the reputation of the intellectual contribution made by its students.

This Policy, dated 30th April 2013, will apply to all Intellectual Property generated after that date and may be modified or amended by Coventry University from time to time to reflect good Coventry University practice and changes in law.

The Intellectual Property Team – ipr@coventry.ac.uk at Coventry University is responsible for the communication and administration of the University’s Intellectual Property policy. Overall responsibility is vested in the Vice-Chancellor.

2  Intellectual Property Right ownership

Undergraduate rights
Undergraduates at enrolment and registration will be required to agree that Coventry University has ownership of Intellectual Property they create during the period of, and relating to, their studies and/or research in return for exploitation rewards as if they were a member of staff. For the avoidance of doubt, any Intellectual Property created by the undergraduate purely in a personal capacity and without use of Coventry University’s facilities and/or resources, will be owned by the student.

Postgraduate rights
Ownership of Intellectual Property created by postgraduate students is primarily determined by the source and conditions of their funding. Externally funded postgraduate students shall inform Coventry University of the funding terms and conditions when they enrol.

Subject to any agreement between Coventry University and an external sponsoring body, postgraduate students shall be required to agree that Coventry University has ownership of Intellectual Property they create during the period of, and relating to, their studies and/or research in return for exploitation rewards as if they were a member of staff, provided this does not contravene the conditions of grant and other agreements with grant awarding bodies. For the avoidance of doubt, any Intellectual Property created by a postgraduate student purely in a personal capacity and without use of Coventry University’s facilities and/or resources, will be owned by the student.

Reasons why Coventry University asserts ownership over Intellectual Property created by Students
Research and other projects form a part of many degree programmes at both undergraduate and postgraduate level. Such projects are usually proposed by members of academic staff. The student may be joining a team to investigate one particular aspect of a much larger programme. This is usually of great benefit to the student as, rather than starting from a blank sheet, he/she can draw upon the considerable expertise, reputation and infrastructure of the Coventry University Group.
It is therefore appropriate for Coventry University to assert ownership of Intellectual Property created by students for the following reasons:

a) the Intellectual Property developed by the student will sometimes be needed to enable use to be made of the whole technology developed by a research/project team;

b) the Intellectual Property will often be based on advice and ideas contributed by many others including staff, third parties and other students;

c) the project may be conducted under the terms of agreements with, or grants from, third parties, including both commercial and non-commercial funding bodies. These terms may require that the Intellectual Property be owned by the third party or Coventry University;

d) any Intellectual Property is likely to be created whilst using Coventry University’s facilities/resources;

e) Coventry University can, where necessary, negotiate commercial terms with third parties to obtain the best possible deal for both Coventry University and the student.

**Intellectual Property that Coventry University asserts ownership rights over**

Intellectual Property Rights will arise in many forms, as Coventry University engages in many activities across multiple disciplines. In respect of students, it is most likely to result from discoveries during research and learning.

**Publication**

A student shall obtain consent from Coventry University (via Legal Services) before entering a contract with a publisher or producer of works in other media in relation to copyright in a work produced by that student but where the Intellectual Property belongs to Coventry University. Coventry University will usually agree to the assignment of copyright to the publisher in paper printed materials intended for publication in academic journals or books unless a) it relates to materials specifically produced as learning materials or b) where publication could result in certain rights of Coventry University being adversely affected, for example, inability to apply for a patent protection. In the latter case consent will be given once the adverse effect no longer exists. Other cases will be considered on a case by case basis.

**3 Disclosure of Intellectual Property Rights**

Where a student of Coventry University creates any Intellectual Property he or she shall disclose it to the IPR Team in the Enterprise and Innovation Group using the Business Support Enquiry Form found on the IPR website. This form is then sent to MyIdea@coventry.ac.uk. These documents support ownership claims and protect the confidentiality rights of the individual and Coventry University and should contain all necessary information concerning the provenance of the Intellectual Property and the circumstances in which it was created (including information on research funding and other contributions to the work).

Coventry University shall determine whether it has any obligations to research sponsors or other organisations in respect of the Intellectual Property. Where there are no such obligations, Coventry University - following consultation with the creator of the Intellectual Property - shall decide upon and implement the most appropriate route for exploitation of the Intellectual Property, usually, but not exclusively, through a licence agreement with a third party or through use in a spin-out company.

In the event of a dispute between the creator of the Intellectual Property Right and Coventry University concerning ownership, protection or exploitation of the Intellectual Property the matter shall be referred to Legal Services. Following consultation with the parties and any external expert that Legal Services considers to be desirable, Legal Services shall decide upon a course of action to finally resolve the dispute.

Where Coventry University decides to seek exploitation, the creator of the Intellectual Property shall provide reasonable assistance with the exploitation process by (for example) providing information promptly upon request, attending meetings with patent attorneys, potential partners and advising of further development.
Intellectual Property Rights Reversion
If having received full disclosure from all students Coventry University decides not to protect or exploit the Intellectual Property, Coventry University will normally upon request assign its rights to the person who created the Intellectual Property. In the event that the assigned rights were subsequently exploited Coventry University might require the person who created the Intellectual Property to pay the reasonable costs incurred by Coventry University in relation to those rights. In certain circumstances Coventry University may not be free to assign its rights, for example if a public sector body has funded work, that body may acquire the rights if Coventry University does not exploit them.

For the avoidance of doubt, Coventry University is not under any obligation to protect or exploit Intellectual Property.

Confidentiality
Students should be aware of the importance of maintaining confidentiality in relation to the Intellectual Property. Commercially sensitive documents should be marked as “Confidential”. Coventry University will assist with the correct confidentiality requirements should external confidential disclosure be required. Students are not authorised to enter into confidentiality agreements with third parties on behalf of Coventry University.

Protection of Intellectual Property
Students should ensure that all Intellectual Property is properly documented in a form that would enable the date of creation to be clearly established. This may be through regular dating and signatures on log-books, or through writing-up and regular filing as appropriate. Copyright in a work should be properly asserted (using the © symbol followed by Coventry University and the year of creation of the work on all relevant documentation).

4 Exploitation of Intellectual Property
Coventry University actively encourages its students to take the initiative in identifying Intellectual Property which has potential exploitation or publicity value or which could otherwise enhance the reputation of Coventry University together with the potential scope of its exploitation.

Coventry University will consider all reasonable proposals in relation to Exploitation of Intellectual Property made by its students. Where such Intellectual Property belongs to Coventry University, it will fall under the revenue share provisions below. In all other cases assistance may be given with Exploitation subject to agreeing satisfactory arrangements which ensure that Coventry University receives an appropriate share of any monetary or other revenue or value derived from Exploitation.

Revenue sharing from Exploitation of Intellectual Property Rights
While Coventry University will retain the ownership of Intellectual Property as set out above, it will also provide an incentive to its students by sharing revenue generated from Intellectual Property.

Any Revenues which arise from Exploitation of the Intellectual Property Rights which are received by Coventry University will be apportioned in accordance with a sliding scale as set out below.

Exploitation is taken to mean any sale, transfer, assignment, licence or other dealing in the Intellectual Property and/or the supply, sale or licence of goods or services involving use of the Intellectual Property.

Revenue is taken to mean any capital and/or income received or receivable in respect of exploitation of Intellectual Property received by Coventry University from external partners and sources as a payment for commercial research, consultancies, training contracts, general Intellectual Property development, licence fees and royalties as a result of exploitation of Intellectual Property through the Exploitation process but excluding Revenue received from a company in which the student has an interest whether as shareholder or otherwise.
Where more than one student is involved in the development of Intellectual Property Coventry University will decide in its discretion on their respective shares of the Inventor’s percentage below. There will be a presumption that joint inventors will each have equal shares unless there is a specific agreement to the contrary. Any student who is aggrieved by the share apportioned to it shall be entitled to refer the matter to Legal Services whose decision shall be final.

Coventry University shall be entitled to recoup from Revenue any costs or expenses it incurs in protection and exploitation of the Intellectual Property Rights including:
- The costs associated with protection of the Intellectual Property
- The costs of defence of the Intellectual Property
- The costs of marketing the Intellectual Property
- The costs of any legal agreements associated with the Intellectual Property
- The costs of any development work that is not externally funded or recoverable
- Any other costs that are deemed by Coventry University to be necessary to the successful commercialisation of the Intellectual Property
- An appropriate apportionment of the costs of Coventry University overheads on all of the above
- The risk cost of any capital sums applied as appropriate at the appropriate market rates

Any remaining Revenue shall be divided as follows:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Inventors’ share</th>
<th>University share</th>
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</thead>
<tbody>
<tr>
<td>First £10,000 of Revenue</td>
<td>90%</td>
<td>10%</td>
</tr>
<tr>
<td>Next £20,000 of Revenue</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>Next £70,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue over £100,000</td>
<td>25%</td>
<td>75%</td>
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5 Use of third party Intellectual Property

Documents, information or other materials belonging to third parties should only be used in connection with Coventry University activities or incorporated into Coventry University’s promotional, teaching or research materials with the consent of the third party. Failure to do so could lead to Coventry University being sued for unauthorised use and damage to the reputation of both Coventry University and the individual concerned.

Internet Materials

It is sometimes thought that material posted on the internet is freely available for use. This is not true. Most material will be the copyright of the author of it and his/her permission must be sought before any such material is used in any Coventry University promotional, teaching or research materials. Coventry University may assist with advice and suitable acknowledgement wording.

Trademarks and Brands

A trademark is a designation of goodwill. Where third party trademarks such as logos, company or product names or other branding are used in any Coventry University teaching or research materials the permission of the trademark owner must be sought in advance. Coventry University may assist with advice and suitable acknowledgement wording.
Newspaper, Journal and Magazine articles and photos
Most Newspaper, Journal and Magazine articles and photos will be the copyright of the publisher and its permission must be sought in advance. Coventry University may assist with advice and suitable acknowledgement wording.

Open source materials
Some software and databases are freely licensed under what is called open source licences. Where such materials are used, it is often a requirement that the end product produced with them is also made freely available under open source. Any proposed use of open source materials in Coventry University teaching or research materials, especially those with external funding should be discussed with the Enterprise and Innovation Group before any such use.

6 Use of Coventry University branding
Coventry University’s name and branding shall be used in all external activities as appropriate, in order to further the Coventry University reputation. Requests for the use of Coventry University name and/or branding by third parties in endorsing research and products shall be referred to the Director of Marketing and Communications. Such requests will be normally approved in cases where they will further Coventry University’s reputation and will be subject to formal agreement and such financial terms as are reasonable in the circumstances.

7 Contracts with sponsoring or funding bodies
Coventry University will look for sponsorship and funding of its activities from a broad base.

When negotiating with external sponsors, Coventry University retains the discretion to reach an agreement with the sponsor in relation to proper exploitation of the Intellectual Property. Where commercial bodies provide sponsorship Coventry University will still generally seek to retain the Intellectual Property but will usually agree to give the sponsor a licence to exploit the rights on a commercial basis. On occasions, retention of the rights in Intellectual Property may not be feasible or commercially acceptable to the sponsor. Contracts with the sponsors clearly setting out the position will be negotiated before the start of the work in order to avoid subsequent disputes.

Coventry University will take the lead in negotiations with sponsoring or funding bodies.

Coventry University may delegate its powers to negotiate to a member of staff in a particular case but will take due account of the need to avoid conflicts of interest. Negotiations with external sponsors will take into account the level of overheads paid by the sponsoring body whilst reflecting the overall public interest in Coventry University retaining the Intellectual Property.

If you would like to discuss any aspect of this policy please contact ipr@coventry.ac.uk.