
Intellectual Property (IP) refers to the protection of creations of the human minds for which exclusive rights are recognised. Intellectual property rights fall principally into four main areas; copyright, trademarks, design rights and patents.

This document provides guidance for students on ownership (1-4) and protection and exploitation (5-8) of Intellectual Property (IP) created during their registered course of study, including when collaborating with third parties.

Summary message:

All students own all their ideas and outputs (IP) if they conceived them alone and no rights have been given to anybody else (third parties).

If rights have been given to third parties all students must acknowledge / sign-off such agreements in order to be bound by the terms as it is likely to limit their rights or keep some or all of the findings confidential.

If others contributed then they must be recognised and acknowledged and you must have their permission to use and exploit the IP.

Whoever and however the IP was created – we will always work with you to allow you to explore and exploit it further.

If the University makes a claim on the IP we will always recognise and, where possible, reward students who have originated and contributed to the IP.

If the University makes a claim on the IP it may delay but will not prevent dissemination by publication or other method.

We retain the right to use all student-generated IP for non-commercial research and teaching purposes

In more detail:

Ownership

1. Ownership of IP created by a student of the University of Kent, who is not also a university employee, usually rests with the student unless any of the following are satisfied

   a) Undergraduate students:

Students own IP and copyright in work created whilst at the University; with exceptions that:

   I. When the whole or part of a student’s programme of study is funded by, or involves the use of facilities provided by a third party, under a contract made with the University, an agreement will be put in place regarding ownership of IP.

   II. An agreement has been made with the university regarding the ownership and exploitation of IP.

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III. When a supervisor / tutor has contributed to an undergraduate research project (e.g. 3rd year project) leading to the completion of a dissertation or thesis, the university may (jointly) own the arising IP, unless discussed and agreed with the supervisor prior to starting the project. This may be monitored throughout the project to ensure the ideas and/or work have come from the student and do not involve ideas and/or work from other sources such as the supervisor.

The University retains the right to use submitted and/or graded work for the purpose of non-commercial research and teaching.

b) Postgraduate students:

Postgraduate students own copyright of scholarly work, although assigns the IP in data to the University. The University would not claim any copyright on materials produced during postgraduate studies; with exceptions that.

I. When the whole or part of a student's programme of study is funded by, or involves the use of facilities provided by a third party, under a contract made with the University, an agreement will be put in place regarding ownership of IP.

II. An agreement has been made with the university regarding the ownership and exploitation of IP.

III. When undertaking a research project (e.g. Masters’ or PhD project) leading to the completion of a dissertation or thesis, the university owns the IP.

The University retains the right to use submitted and/or graded work for the purpose of non-commercial research and teaching.

Where exceptions are satisfied 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 all of the following if it is demonstrated that the output was conceived/developed in collaboration with or by others:

I. The ownership of and the sole right to exploit any patentable invention of discovery;

II. All rights (including design rights and rights which are capable of registration under the Registered Designs Act 1949) in any design produced; and

III. Copyright in (i) any computer program and (ii) any design capable of commercial exploitation produced by the student in the course of the student’s programme of study or research.

3. Where the whole of a student’s programme of study or research is funded by them, or by a Research Council, or by the British Academy, 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 2 above.
4. Where the whole or part of a student’s programme of study or research is funded by, or involves the use of facilities provided by, a third party, under a contract made with the University, the following provisions shall apply:

a) the assignment of IP shall apply to the items of intellectual property referred to in 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.

b) 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.

c) the student shall, in accordance with any relevant terms of the 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.

Protection & Exploitation

5. Where rights are vested in the University in pursuance of this document the University may exploit these rights, using its best endeavours to that end and granting to the student such reasonable share in any benefit accruing to the University as outlined in the Intellectual Property Policy or exceptionally shall be agreed from time to time by the Finance and Resources Committee. If the University does not wish to exploit rights vested in it, it shall at the request of the student, return the rights to the student.

6. 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.

7. These Regulations shall not apply to the case where a student has assigned their intellectual property to the employer under a contract of employment and where the student has retained that employment during their 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 regulation 8 below.

8. 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.

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