

# INTELLECTUAL PROPERTY RIGHTS: STUDENT REGULATIONS

## 1. INTRODUCTION

These Intellectual Property Rights (IPR) regulations set out the University's position in relation to all students of the University. The regulations apply to students on taught programmes as well as those enrolled for research awards. The regulations apply to students, irrespective of whether they study on-campus or at home, outreach centre or workplace. They also apply to students registered for University awards under collaborative arrangements and to University students registered for awards accredited by other bodies.

If students agree to undertake teaching or research under a formal University staff contract, their IPR in respect of the works carried out under that contract are set out in the University of Derby IPR Staff Regulations. However, in the absence of a staff contract, the University does not possess IPR ownership and their contributions remain subject to these IPR Student Regulations.

## 2. THE DEFINITION OF INTELLECTUAL PROPERTY RIGHTS

The ownership of the products of creative thought is herein referred to as Intellectual Property Rights (IPR). IPR encompasses a very wide range of intellectual products. There are four general categories listed below with examples:

Copyright: essays, reports, creative writing, computer programs, music, drawings, images, independent studies and any other creative works undertaken for assessment.

Design Rights and Registered Designs: Patterns and shapes.

Trade Marks: For example, logos and signs. Trade Marks may be registered.

Patents: Invented products and processes that may be patented.

Guidance: These regulations are primarily concerned with copyright. Copyright signifies that the work may not in any way be reproduced, adapted (e.g. translated), exhibited or published without explicit permission of the student. Guidance on all aspects of IPR is available from the IPR Co-ordinator located in the Business Development Unit. Programme Leaders, Directors of Studies and students are welcome to consult the IPR Co-ordinator on confidential non-disclosure agreements, the registration of designs and patents and any other matters relating to IPR.

## 3. THE GENERAL POSITION ON THE IPR OF STUDENTS

Students of the University have Intellectual Property Rights (IPR) over that which they create. Except where transfer of copyright has been agreed, the copyright for all student works, as listed in paragraph 2 above, belongs to the student who originated the works. However, the University has licence to copy and use the works for the purposes of assessment as set out in paragraph 5 below. There are also circumstances in which the student may agree to share copyright or to transfer copyright to another party (para 4).

If students have concerns regarding the protection of IPR during the preparation and development of works for assessment, the Programme Leader or the Director of Studies (as appropriate) may ask the relevant parties, for example external examiners, to sign a confidential non-disclosure agreement.

Guidance: Students who are in receipt of a University of Derby Research Studentship have the same IPR as other students. The studentship is a grant and not a salary, so the University does not have statutory IPR on the creative works as it does on the works of its employees. Similarly, students who are in receipt of research council studentships have normal IP Rights. In any case the University automatically grants IPR to authors of scholarly

works. However, if a sponsoring or commissioning organisation stipulates IPR requirements, the student is advised to give careful consideration as to whether these stipulations are reasonable and acceptable before proceeding with the study. The Business Development Unit is pleased to advise Programme Leaders, Directors of Studies and students on IPR matters and the preparation of confidential non-disclosure agreements.

#### **4. THE OWNERSHIP OF PHYSICAL ARTEFACTS**

Except in the circumstances set out in paragraph 7, students are the owners of the physical artefacts that they create for assessment. This includes essays, reports, dissertations and other creative works such as paintings, sculptures, photographs, films, videos, prototypes and designs for fabrics. However, students may be required to lodge a good copy of their work with the University on a temporary or permanent basis.

Sponsoring or commissioning organisations, such as the University or external bodies, may make contractual agreements relating to the provision of materials and the ownership of the creative works.

#### **5. THE UNIVERSITY'S RIGHTS TO HOLD WORKS SUBMITTED FOR ASSESSMENT**

The University has rights to hold work submitted for assessment until the assessment has been completed. The work is normally returned on the understanding that it may need to be re-submitted for the purpose of moderation or scrutiny by external examiners or for evaluation by external quality assessors/auditors. Copies of work may be passed to external agencies to help with the identification of plagiarism. In the case of major written works such as dissertations and theses the University may require that good copies be lodged in a reference collection. Theses that have satisfied the examiners for the award of the degree of Master of Philosophy and Doctor of Philosophy must be lodged in the University Learning Centre.

In the case of scripts written in formal examination conditions, the works are retained by the University and are not normally accessible to the student author except by arrangement and for the purpose of feedback on performance. The University may hold examination scripts for up to a maximum of five years as evidence of the standards that it applies in marking. After this time has elapsed the scripts and any electronic assessment material are normally destroyed.

If there are concerns about the protection of the IPR of works which have been submitted for assessment, the Programme leader or the Director of Studies may draw up a confidential non-disclosure agreement with the help of the Business Development Unit. This should state the name(s) of the students, the titles of their works and it should be signed by the examiners.

The IPR of all submitted assessments remains the property of the student. Works submitted only for assessment may not be copied or used by any other person, except in connection with the assessment of that work. Members of staff must ask the permission of a student if they wish to use the assessed work (anonymously) for the purpose of teaching and learning. Works that are lodged in reference collections are available for consultation by researchers on the understanding that the contents may only be used if a full acknowledgement is made by the researcher in any written work, published or non-published, that s/he may write.

#### **6. PUBLICATION OF RESEARCH WORKS**

In the case of postgraduate students preparing a research thesis, the student is normally expected to prepare the work for publication at the earliest opportunity. If the student has not submitted works for publication or has not made substantial progress towards the preparation of a major work within a period of one year from the date of acceptance of the thesis, the Director of Studies may prepare a joint paper for publication.

Normally, the student should be indicated as the principal author or originator of the work. The Director of Studies must inform the student of this action and s/he should seek the co-operation of the student. All reasonable steps must be taken to ensure that the interpretations expressed in the paper(s) represent the views of the principal author. The Director of Studies is responsible for giving due consideration to any sensitivity that the data may have.

Guidance: This is a matter of some sensitivity. Pro-active communications and good-will should prevail. It is important to protect the interests of both the student whose IPR are extremely vulnerable at this stage of their research career and the supervisor(s) who may have made a significant contribution in terms of ideas and information (IP). The supervisor(s) are expected to advise the students throughout the period of the preparation of the thesis and the preparation of any publications during the period of registration. The research student should acknowledge the advice provided by the supervisor(s) in the thesis and in any published works. This may include ideas and suggestions for development and alternative interpretations. However, if a supervisor has made a greater contribution, for example in the collection or analysis of the data, then this should be fully acknowledged in the thesis and the student should consider inviting the supervisor to be a co-author of the paper. A supervisor should not assume an automatic right to be included as a co-author of publications prepared by a research student. Research students who are uncertain of the action that they should take should consult the Chair of the Faculty Research Degrees Committee or contact the Research Office for independent and impartial advice.

## **7. THE TRANSFER OF IPR**

A student may agree to the transfer of copyright to the University or to a named body on terms which are agreeable to the student, for example, on payment of a fee or acceptance of a commission. Such a transfer may be made providing there is no adverse affect on a collaborative project. (See para 8).

## **8. COLLABORATIVE WORK ON A PROJECT**

If a student is engaged in a joint study with staff or other students, it is essential that the IPR are discussed, agreed and recorded in writing at the planning stage of the work. A student may agree to share the copyright with other named persons, staff or students, or s/he may agree to transfer copyright to the University or an external body which has commissioned the work in return for remuneration. A student who participates in a collaborative project must not transfer copyright without the agreement of others engaged in the project, or take any action which might jeopardise the continuation of the project.

Guidance: If the project is commercially sensitive the student should expect to be bound by the conditions which apply to the University. The student will normally be entitled to a share in any financial benefits arising from the project, providing these have been formally agreed as part of the contract engaging the student in the research. If the student is employed as an assistant on the project then the IPR belongs to the University, although the student should be credited with the author of any report s/he has written. Where a student participates in a research project being conducted by members of academic staff, the research staff concerned have the right to the results of the student's research and have the right to publish such results, subject to acknowledgement of the student's contribution.