

Intellectual Property Rights Policy

Students at the Coventry University Branch

The Knowledge Hub Universities (TKH)

1.1 Introduction

This policy is about Intellectual Property, which is the tangible manifestations of students' creativity as a result of their course of study or research, conducted while attending the Coventry University Branch at The Knowledge Hub Universities (TKH). "Intellectual Property Rights" means ownership rights to patents for inventions, trademarks, domain names and registered designs as well as design rights, copyright and moral rights, database rights, unregistered trademarks, know-how and confidential information.

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

The Coventry University Branch intends that the benefit of having a student Intellectual Property policy will include wider recognition of individual achievements and the reputation of the intellectual contribution made by its students.

This Policy will apply to all Intellectual Property generated after that date and the Policy may be modified or amended by the Coventry University Branch from time to time to reflect good Coventry University Branch practice and changes in governing law.

The Legal Department – ahmed.shehata@tkh.edu.eg at Coventry University Branch at The Knowledge Hub Universities is responsible for the communication and administration of TKH's Intellectual Property Policy.

1.2 Intellectual Property Rights Ownership

- 1.2.1 Undergraduate student Intellectual Property Rights** - Any Intellectual Property created by an undergraduate student during the course of their studies at the

Coventry University Branch will vest with the student, unless one of the following circumstances applies:

- a) there is a contractual agreement between the Coventry University Branch or The Knowledge Hub Universities (the “TKH”) and an external sponsoring body covering the terms and conditions of enrolment and/or the student’s involvement in research projects which requires that the Intellectual Property vests in TKH or a third party;
- b) the Intellectual Property is created jointly by the undergraduate student and Coventry University Branch employees, or builds upon existing Intellectual Property created by Coventry University Branch employees;
- c) it is necessary for TKH to own the Intellectual Property in order to apply for relevant protections of the Intellectual Property; or
- d) it is necessary for TKH to own the Intellectual Property for commercialisation purposes.

In the above circumstances the undergraduate student will be required to assign the Intellectual Property to TKH.

Please refer to section 1.3 for more information about the reasons why TKH may occasionally require ownership of student Intellectual Property.

- 1.2.2 **Postgraduate student Intellectual Property Rights** - Ownership of Intellectual Property created by postgraduate students at the Coventry University Branch at TKH is primarily determined by the source and conditions of their funding. Externally funded postgraduate students shall inform the Coventry University Branch at TKH of the funding terms and conditions when they enrol.

Subject to any agreement between the Coventry University Branch or TKH and an external sponsoring body, **postgraduate students** shall be required to agree that TKH 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 a grant and/or other agreements with grant awarding bodies. Excepting that, any Intellectual Property created by a postgraduate student purely in a personal capacity and without use of the University’s facilities and/or resources, will be owned by the student.

1.3 **Reasons Why The Knowledge Hub Universities (TKH) Asserts Ownership Over Intellectual Property Created by Students**

- 1.3.1 Research and other projects form a part of many degree programmes. 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, they can draw upon the considerable expertise, reputation and infrastructure of the University.
- 1.3.2 It is therefore appropriate for TKH 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 TKH;
 - d) any Intellectual Property is likely to be created whilst using TKH’s facilities/resources;

- e) The Coventry University Branch may wish to use the Intellectual Property to advance its academic mission in teaching, research and service to the community;
- f) TKH can, where necessary, negotiate commercial terms with third parties to obtain the best possible deal for both TKH and the student.

1.4 Publication

A student shall obtain consent from TKH (via the Legal Department) 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 TKH. TKH 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 TKH 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.

1.5 Disclosure of Intellectual Property Rights

- 1.5.1 Where a student of the Coventry University Branch creates any Intellectual Property they shall disclose it to TKH and/ the Head of School. Then the Legal Department will arrange to collect the supporting documents. These documents support ownership claims and protect the confidentiality rights of the individual and TKH 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).
- 1.5.2 TKH 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, TKH - 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.
- 1.5.3 In the event of a dispute between the creator of the Intellectual Property Right and TKH concerning ownership, protection or exploitation of the Intellectual Property the matter shall be referred to the Legal Department. Following consultation with the parties and any external expert that the Legal Department considers to be desirable, the Legal Department shall decide upon a course of action to finally resolve the dispute.
- 1.5.4 Where TKH 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.

1.6 Intellectual Property Rights Reversion

- 1.6.1 If having received full disclosure from a Coventry University branch student, TKH decide not to protect or exploit the Intellectual Property, TKH 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, TKH might require the person who created the Intellectual Property to pay the reasonable costs incurred by TKH in relation to those rights. In certain circumstances, TKH 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 TKH does not exploit them.
- 1.6.2 For the avoidance of doubt, TKH is not under any obligation to protect or exploit Intellectual Property.

1.7 Confidentiality

Coventry University Branch students should be aware of the importance of maintaining confidentiality in relation to Intellectual Property. Commercially sensitive documents should be marked as "Confidential" and only released under a confidentiality agreement. TKH 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 the Coventry University Branch or TKH.

1.8 Protection of Intellectual Property

Coventry University Branch 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 TKH and the year of creation of the work on all relevant documentation).

1.9 Exploitation of Intellectual Property Rights

- 1.9.1 The Coventry University Branch 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 the Coventry University Branch and TKH together with the potential scope of its exploitation.
- 1.9.2 TKH will consider all reasonable proposals in relation to Exploitation of Intellectual Property made by its Coventry University Branch students. Where such Intellectual Property belongs to TKH, 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 TKH an appropriate share of any monetary or other revenue or value derived from Exploitation.

1.10 Revenue Sharing from Exploitation of Intellectual Property Rights

- 1.10.1 While TKH 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.
- 1.10.2 Any Revenues which arise from Exploitation of the Intellectual Property Rights which are received by TKH will be apportioned in accordance with a sliding scale as set out below.
- 1.10.3 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.
- 1.10.4 Revenue is taken to mean any capital and/or income received or receivable in respect of exploitation of Intellectual Property received by TKH 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.
- 1.10.5 Where more than one student is involved in the development of Intellectual Property, TKH and Coventry University (IP Team) will decide in a 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 the Legal Department whose decision shall be final.
- 1.10.6 TKH 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 TKH to be necessary to the successful commercialisation of the Intellectual Property
- An appropriate apportionment of the costs of TKH 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 per the agreement between the parties in a definitive or spin-off agreement.

1.11 Use of Third-Party Intellectual Property

Documents, information or other materials belonging to third parties should only be used in connection with the Coventry University Branch's activities or incorporated into the Coventry University Branch's promotional, teaching or research materials with the consent of the third party. Failure to do so could lead to the Coventry University Branch and TKH being subject to penalty for unauthorised use, causing damage to the reputation of Coventry University, Coventry University Branch, and/or TKH and the individual(s) concerned.

- 1.11.1 **Internet Materials** - Most internet material will fall under the copyright of the author and their permission must be sought before any such material is used in any Coventry University Branch promotional, teaching or research materials. TKH may assist with advice and suitable acknowledgement wording.
- 1.11.2 **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 of the Coventry University Branch's teaching or research materials, the permission of the trademark owner must be sought in advance. TKH may assist with advice and suitable acknowledgement wording.
- 1.11.3 **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. TKH may assist with advice and suitable acknowledgement wording.
- 1.11.4 **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 the Coventry University Branch's teaching or research materials, especially those with external funding should be discussed with TKH before any such use.

1.12 Use of Coventry University Branch and TKH branding

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

1.13 Contracts with Sponsoring or Funding Bodies

- 1.13.1 When negotiating with external sponsors, TKH retains the discretion to reach an agreement with the sponsor in relation to proper exploitation of potential Intellectual Property. Where commercial bodies provide sponsorship TKH 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.

1.13.2 TKH will take the lead in negotiations with sponsoring or funding bodies.

1.13.3 TKH 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 funding by the sponsoring body whilst reflecting the overall public interest in TKH retaining the Intellectual Property.

1.14 Amendment and Changing this Policy

1.14.1 TKH shall have the right to modify or change this policy at any time without the consent of other parties. Amendments or revisions will be effective immediately upon notification

If you would like to discuss any aspect of this policy please contact the Legal Department at ahmed.shehata@tkh.edu.eg