



University of
St Andrews

Intellectual property rights

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Purpose	To outline the rights of students and the University in regard to intellectual property.

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1.0	New policy		Principal's Office	February 2016

Intellectual property rights

The University of St Andrews policy on Intellectual Property Rights applies to Postgraduate Research (PGR), Postgraduate Taught (PGT) and Undergraduate (UG) students. It is designed to give students rights and opportunities over the commercial exploitation of innovation, where necessary register the obligations of the University in line with the policies of third-party organisations, protect a student's right over their work and act as a defence against exploitation of intellectual property rights by others without permission.

During the time students are matriculated at the University, for example as part of their studies, research dissertation or thesis, students may undertake a project at the University with a University project supervisor (University Project), or a 3rd party under the supervision of an employee of that organisation (3rd Party Project). Students undertaking a 3rd Party Project are often asked to agree a range of research project terms with the 3rd party which may include appropriate terms for the handling of results and intellectual property.

Students undertaking a University Project are required to advise their University Supervisor of any work that may be commercially exploitable. At their discretion, Supervisors may then notify the Knowledge Transfer Centre of such opportunities, not least for the protection of the interests of the student concerned. Students may of course contact the Knowledge Transfer Centre directly with details of their innovations, but this will not usually exclude the Supervisor from any subsequent discussion on potential commercial exploitation.

In this policy "Intellectual Property" means patents, registered designs, design rights, copyright, database rights, rights in confidential information and any other similar industrial or intellectual property rights arising anywhere in the world and applications for any of the foregoing and the right to apply for any of the foregoing anywhere in the world which arise from a University project.

- i. I undertake to advise my University Supervisor of all research work carried out by me at the University and to disclose to him/her any inventions, discoveries or ideas developed or created by me in the course of a University project.
- ii. Subject to (v) below, and with the exception of copyright in books, papers, articles, musical scores, poems, and dramatic works, written or created by me, I assign to the University, with immediate effect on the creation of such rights, all rights which I may have and may acquire in any inventions, discoveries or ideas as may arise in a University project or in research work undertaken by me, either alone or jointly, as a matriculated student of the University including all Intellectual Property Rights therein. I make this assignment on the condition that:
 - a. The University will evaluate any such Intellectual Property assigned by me as to its technical feasibility, patentability and marketability and taking into account that assessment, take reasonable steps to protect and exploit that Intellectual Property; and

- b. The University will share the income after deduction of tax and all costs incurred by the University in connection with protection and maintenance of the Intellectual Property ("Net Royalty Income") received by it from exploitation of such Intellectual Property with the inventors of that Intellectual Property (which may be me alone if I am the sole inventor of the Intellectual Property, or me and other staff and/or students at the University, if the Intellectual Property is jointly invented) on the following basis:-

Net Receipts	Inventor(s)	School	University
First £20K	75%	16.7%	8.3%
Sums between £20K and £500K	50%	16.7%	33.3%
Sums between £500K and £2M	33.3%	16.7%	50%
Sums between £2M and £10M	25%	20%	55%
Sums in excess of £10M	20%	20%	60%

- iii. I agree that, the Inventors share of Net Royalty Income referred to above, shall be divided in proportion to each inventor's contribution to the development of the Intellectual Property, and such proportion shall be agreed between the inventors.
- iv. The University agrees that, if it has no commercial interest in any Intellectual Property assigned to it by me pursuant to clause (ii) above, within 6 months of determining that it has no such commercial interest, it will advise me in writing and will re-assign to me such rights in the Intellectual Property as I assigned to it at my request without undue delay.
- v. For the avoidance of doubt, clauses (i-iv) do not cover any Intellectual Property which with the University's prior approval, I have already assigned by written agreement to a third party involved as a sponsor or in research work carried out by me as a student of the University in a 3rd Party Project.
- vi. If the University agrees to assign to a third party, Intellectual Property assigned to the University pursuant to this policy, the University will consult and advise me of the terms of any agreement before it is concluded.
- vii. I agree to sign such further documents as may be required by the University, and to provide such reasonable assistance as may be requested by the University and as may be reasonably necessary for the University, to fully acquire or protect the Intellectual Property assigned hereunder. I appoint the Director of the Knowledge Transfer Centre from time to time as my attorney to sign such documents on my behalf.

It is agreed that the law of Scotland shall govern these provisions and that the Scottish Courts shall have exclusive jurisdiction over disputes arising out of or connected to these provisions.

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