

De Montfort University Kazakhstan Intellectual Property Policy

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INTELLECTUAL PROPERTY POLICY FOR NON-RESEARCH STUDENTS

This policy applies to all enrolled students, except those on our postgraduate research programmes leading to a MPhil, MA/MSc by Research or a PhD.

The definitions in section 4.1 apply to this policy.

1. Introduction

- 1.1. De Montfort University Kazakhstan (“we”, “us” and “our”) is committed to encouraging innovation and entrepreneurship amongst our students. We believe our students are generally best placed to exploit IP they create whilst enrolled with us and, as such, should generally own the IP they create. However, sometimes it is reasonable for us to own such IP, and the work to which it relates, because of the circumstances in which it was created. These exceptions are listed in section 7.2 and could apply to you.
- 1.2. Accordingly, this document sets out our policy in relation to the IP created by our students and (amongst other things) the circumstances in which we may own it.

2. Responsibility

- 2.1. The Rector and senior leadership team is responsible for the implementation and monitoring of this Student IP Policy.

3. Updates to this Student IP Policy

- 3.1. Any changes we may make to this Student IP Policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

4. Definitions

- 4.1. The following definitions are used in this Student IP Policy:

“create” or “created”	means made, developed or discovered;
“Exceptions”	means the exceptions to your ownership of IP you create as set out in section 7.2;

“IP” and “intellectual property”	means all types of intellectual property rights – such intellectual property rights include (by way of example only) patents, rights to inventions, copyright, trade marks, rights in get-up and trade dress, goodwill, rights in designs, database rights, performers’ rights, rights to use, and protect the confidentiality of, confidential information (including, but not limited to, know-how and trade secrets). The types of intellectual property rights you are most likely to encounter during your studies are outlined in Appendix 1 attached to this Student IP Policy;
“staff”	means a person who is employed by us or engaged on a consultancy basis;
“Student IP Policy”	means this intellectual property policy as amended from time to time;
“student”, “you” and “your”	means a person who is enrolled on a programme of study with us (whether full-time, part-time or distance learning), but not those enrolled on a postgraduate research programme leading to a MPhil, MA/MSc by Research or a PhD; and
“we”, “us” and “our”	means De Montfort University Kazakhstan.

5. Types of IP

- 5.1. The most common types of IP that you will encounter are set out in the attached [Appendix 1](#).

6. When might this Student IP Policy apply to you?

- 6.1. This Student IP Policy will apply when (by way of example only) you:
- 6.1.1. create coursework or other work (including PowerPoint slides, handouts, posters, data, paintings, sculptures, pottery, photographs, videos, designs, drawings, plans, models or prototypes);
 - 6.1.2. give a performance (including dance and mime, a musical performance, a reading or recitation of a literary work, or a performance of a variety act or any similar presentation);
 - 6.1.3. write your examination scripts, dissertations or theses;

- 6.1.4. contribute to software, web pages, databases, digital art portfolios, computer games or post to an online course discussion forum;
- 6.1.5. assist our staff with research (whether new or pre-existing research) or drafting papers for publication;
- 6.1.6. develop research proposals or ideas for research or collaborations;
- 6.1.7. work on research or collaborations with other organisations; and
- 6.1.8. do a work-based placement which we arrange (for example, an internship with a third party or a place on our Front Runner scheme).

7. Who owns the IP you create?

You will generally own the IP you create

- 7.1. You will own any IP you create subject to the Exceptions and section 7.3.

The exceptions to your ownership of the IP you create

- 7.2. Sometimes it is necessary, and reasonable, for us to own the IP you create (and the work to which it relates) because of the circumstances in which it was created. Accordingly, as exceptions to the rule in section 7.1 we will own any IP you create (and the work to which it relates) in the following circumstances:
 - 7.2.1. if you did work (as part of your programme of study or in response to a task or project we set) and:
 - 7.2.1.1. we had already used the IP you created in relation to such work in one of our pieces of research, development projects or other projects, then we will own the IP used so that the integrity of our research or project remains intact; or
 - 7.2.1.2. we had already licenced or assigned (formally or informally) the IP you created in relation to such work to a third party (including others enrolled with us), then we will own the IP you created in respect of such work so that we can continue to meet our legal obligations in relation to such licence or assignment; or
 - 7.2.1.3. we had already used the IP you created in relation to such work in our educational, teaching or research material, then we will own the IP you

created in respect of such work so the integrity of our educational, teaching or research material remains intact; or

7.2.1.4. we had already commercially exploited the IP you created in relation to such work, then we will own the IP you created in respect of such work so that we may continue to commercially exploit the IP and work, but we will share any revenue with you under section 16.2; or

7.2.2. if you did work on or before 11 November 2015 and the work was done in the circumstances described in sections 7.2.3 to 7.2.11 (inclusive), then any IP you created in respect of such work will be owned by us; or

7.2.3. if you do work (paid or unpaid) that relates to one of our pieces of research, development projects or other projects (whether new or ongoing) we will own any IP you create in respect of such work so that the integrity of our research or project remains intact; or

7.2.4. if you do work (paid or unpaid) the purpose of which is to research or develop: (i) IP already owned by us or licensed to us; or (ii) IP to be owned by us or licensed to us; we will own any IP you create in respect of such work so that the integrity of our IP remains intact; or

7.2.5. if you do work (paid or unpaid) in relation to tasks or activities that are set by our staff (by way of example, your tutor or supervisor) for a purpose that does not directly concern your programme of study, we will own any IP you create in respect of such work so that the integrity of any larger work of which your task or activity forms part remains intact; or

7.2.6. if you do work (paid or unpaid) that relates to a research agreement, collaboration agreement or any other agreement between us and a third party that requires IP to be owned by us or a third party or requires a licence to be granted to a third party ("Agreement"), then we will own any IP you create in respect of such work so that the integrity of the work subject to the Agreement remains intact and we may own, assign or licence such IP as required by the Agreement; or

- 7.2.7. if you do a work-based placement (paid or unpaid) which *we arrange* (for example, an internship with a third party), we will be required to licence or assign the work you create during that placement to the third party concerned, therefore we will own any IP you create during such placement so we can licence or assign it as necessary; or
- 7.2.8. if you do a work-based placement (paid or unpaid) with us (for example, with our Front Runner scheme), we will require ownership of any IP you create during such placement so the integrity of our own work is maintained; or
- 7.2.9. if we both agree that the IP you will create, or have created, will be owned by us; or
- 7.2.10. if you create IP jointly with a member of our staff in the circumstances set out in sections 7.2.1 to 7.2.10 (inclusive).

When someone else will own the IP you create

- 7.3. If your employer or other sponsor has partly or fully funded your studies, then the ownership of any IP between you may be governed by the terms of your contract of employment or sponsorship agreement. It is likely such IP will be owned by your employer or sponsor. If it is owned by your employer or sponsor, their ownership will still be subject to the Exceptions or any other arrangement we have with them. If it is not owned by your employer or sponsor, the IP will be owned by you subject to the Exceptions.
- 7.4. If your studies are being partly or fully funded by your employer or sponsor it is your responsibility to confirm whether they will own any of the IP you create and notify us accordingly *before* you enrol on your programme of study.

8. Assignment of your IP to us

- 8.1. In respect of IP to be owned by us because it falls within the Exceptions, you hereby assign (by way of present and, where appropriate, future assignment) to us absolutely all your

right, title and interest in and to: (a) the IP arising, or to arise, from work done that falls within the Exceptions; and (b) all work and material embodying such IP.

- 8.2. To the extent the IP subject to the assignment in section 8.1 does not automatically vest in us, you hereby grant to us a permanent, irrevocable, exclusive, worldwide, royalty-free licence (with the right to sub-licence) to use, copy, reproduce, distribute and exploit (in hardcopy and digital form) the IP, work and material subject to the assignment in section 8.1 for any purposes (commercial or otherwise) we wish. Where such IP includes performers' rights, the licence will extend to film and sound recordings and broadcasts of the performance and copies of such recordings and broadcasts.
- 8.3. Where the IP subject to the assignment in section 8.1 includes performers' rights, you hereby consent to all forms of exploitation now existing or created in the future of such performers' rights and you agree that you will not do anything that may prevent us or any person authorised by us from exploiting those rights.
- 8.4. In respect of the IP subject to the assignment in section 8.1, you agree that you will:
- 8.4.1. sign (at our expense) any document, and perform any acts, that we require to perfect our ownership of the IP; and
 - 8.4.2. provide to us at our request (and at our expense) any records, notebooks, computer coding, papers, documents, files, information and other work and material in your possession or control relating to the IP.
- 8.5. If we require you to sign a separate assignment to confirm or perfect our ownership of the IP you have assigned to us, it will typically be in the form set out in [Appendix 2](#).

9. Requesting an assignment back of your IP

- 9.1. You can request us to assign back to you any IP that you have created but which we own. Whether or not we will agree to this request is at our complete discretion, but we will typically do so if we still own it and we do not require it anymore or are not interested in exploiting it.

10. Disclosure and confidentiality

- 10.1. We have in place processes which support the identification, management and development of our IP.
- 10.2. If you create any IP that falls within the Exceptions, then you must notify your tutor or supervisor as soon as possible after creating the IP. It is vital that you do not discuss the IP you create with anyone else until you have disclosed it to us and we have had a reasonable opportunity to evaluate your disclosure. This is necessary so we can assess how best to protect the IP. Even after disclosure to us, you must not disclose the IP you have created to anyone else without the consent of your tutor or supervisor. Such secrecy is particularly important in relation to any new invention you create because patents are not available for inventions that have already entered the public domain. Therefore, discussing your invention with a third party without having a confidentiality agreement in place will mean it cannot be protected by patent. This will significantly impede the value of the invention.

11. Third party rights in your work

- 11.1. If you include material in anything you create that is owned by a third party (such as information, a video clip, a photograph or data), you must ensure you have their permission for the inclusion of their material or the use of their material is otherwise permitted by law. If you are unsure whether you need third party consent, please speak to your tutor or supervisor for help in the first instance.
- 11.2. You must specifically tell us of the inclusion of third party material, and confirm that you have permission to use the third party material, if you use it in work that falls within the Exceptions.

12. Jointly created IP

- 12.1. Sometimes you may create IP jointly with someone else. Typically this may be as a result of collaboration during your programme of study – for example, between you and your tutor or supervisor.

- 12.2. If the 'jointly' created IP is to be owned by us (because it falls within the Exceptions), then we will ensure (as appropriate under the circumstances) that your contribution is appropriately recognised. This may be by recognising you as a 'joint' creator or inventor, or as 'co-author'. We will also share any income with you in accordance with the provisions of section 16.
- 12.3. If the 'jointly' created IP is to be owned by you (because it does not fall within the Exceptions), then you must ensure (as appropriate under the circumstances) that our contribution is appropriately recognised. Again, this may be by recognising us as a 'joint' creator or inventor, or as 'co-author'.

13. Licences of your IP to us

Licences of IP you grant to us

- 13.1. In respect of work and IP which is owned by you, you hereby grant to us a non-exclusive, worldwide, royalty-free licence (with the right to sub-licence) to use, copy, store, reproduce and distribute (in hardcopy and digital form) such work and IP for: (a) the purposes of supervising, assessing, marking and moderating your work during your programme of study; and (b) our administrative purposes, including assessing and maintaining academic quality, plagiarism assessment and meeting our legal obligations. Where such work and IP includes performers' rights, the licence will extend to film and sound recordings and broadcasts of the performance and copies of such recordings. This licence will last for the longer of: (a) 3 years after your graduation or earlier withdrawal from your programme of study; and (b) the expiry of all obligations on us to keep such material for the purposes set out above. You may not terminate this licence early.

Permanent non-exclusive licence to store your examination scripts, dissertations and theses

- 13.2. You will own the copyright in any examination scripts, dissertations or theses you write – however, we will own the IP identified in such examination scripts, dissertations or theses to the extent such IP falls within the Exceptions. You grant to us a permanent, irrevocable, non-exclusive, worldwide, royalty-free licence to:
- 13.2.1. store and copy your examination script (in hardcopy and digital form) for archival purposes; and
- 13.2.2. deposit (in hardcopy and digital form) any dissertations and theses you write in our

repository and copy, publish and distribute them at our discretion (by way of example, through the British Library Electronic Theses On-line System your thesis may be passed on to the British Library).

13.3. We may require publication of your dissertations, theses or other work to be delayed or restricted (usually for up to a maximum of 3 years but maybe longer) if:

13.3.1. it contains reference to inventions or other IP owned by, or is to be owned by, us in order to register protection for the invention or other IP concerned or otherwise protect the IP; or

13.3.2. it contains information that: (i) we regard as confidential to us and we require it to be kept secret; or (ii) is regarded as confidential under any agreement we have with a third party (for example, a research or collaboration agreement).

13.4. Where we require publication of your dissertation, theses or other work to be delayed or restricted, you may expedite publication by removing reference to the inventions or other IP referred to in section 13.3.1 or the information mentioned in section 13.3.2.

14. How we might use the IP you create

14.1. We may use the IP you create in a number of ways. The typical uses are:

14.1.1. to supervise, assess, mark and moderate your work during your programme of study (such as your coursework, examination scripts, dissertations and theses);

14.1.2. for academic quality control, plagiarism assessment and other educational, teaching and research purposes; and

14.1.3. if you have consented (but we will only need your consent if you own the IP concerned):

14.1.3.1. to promote your programme of study;

14.1.3.2. to incorporate it into our teaching materials;

14.1.3.3. to display your work (by way of example, artwork or sculptures) on our campus or at exhibitions in order to promote it;

14.1.3.4. to assist staff with their research projects and to help them publish

papers;

14.1.3.5. to complete research projects or collaborations with other organisations;
and

14.1.3.6. commercially exploit it ourselves or licence a third party to do so.

14.2. When we use the IP you create, we will always try to ensure that your moral rights (a brief outline of 'moral rights' is given in Appendix 1) to any literary, dramatic, musical or artistic works are respected. As such, we will try to ensure your authorship is acknowledged, your work is not the object of derogatory treatment and you are not falsely attributed as the author of other work.

15. Commercially exploiting your IP

15.1. Sometimes you may wish to commercially exploit IP that you own. In this case we ask that you speak to us first so we can consider whether we can help you commercially exploit your IP by using our expertise and resources for our mutual benefit.

15.2. Any such commercial arrangement between us may involve a licence or assignment of your IP on terms that we mutually agree.

15.3. Unless we have agreed otherwise, it is your sole responsibility to protect, manage and exploit IP that you own. We recommend you seek independent advice.

16. Revenue-sharing

16.1. We wish to encourage the timely and open disclosure of IP that is to be owned by us and ensure that appropriate rewards are provided to the creators of such IP.

16.2. Where you have created IP and that IP is owned by us because it falls within the Exceptions, then income arising from the commercial exploitation of such IP will be distributed pursuant to our then current student revenue sharing policy.

16.3. Where we have obtained a licence or assignment of IP you own under section 15, the financial arrangements we have agreed with you will apply instead of our then current student revenue sharing policy and you will be paid accordingly.

17. If you are both a member of staff and a student

17.1. Sometimes you may be both a member of staff and a student. In such cases any IP you create during your programme of study will be governed by this Student IP Policy. Any IP you create in the course of your duties as a member of staff will be governed by our Staff IP Policy. We recommend you keep accurate records detailing of how and when you create IP to help resolve any uncertainty. Given the unique nature of the employer and employee relationship, any ambiguity as to in which capacity the IP you create was created will be resolved in favour of it having been created in the course of your duties as our employee.

18. Complaints

18.1. If you have a complaint in respect of this Student IP Policy or issues related to it then please raise your complaint in accordance with our then current student complaints procedure.

Appendix 1: Types of IP

Type of IP	Description
Copyright	seeks to protect the form of expression of ideas (but and not the ideas themselves). For example, copyright would protect literary works (such as your thesis and dissertation), photographs, films, music and sound recordings. It also protects software you write and any postings you make on any online discussion boards and chat rooms. It is automatic, whether explicitly claimed or not, and is free of charge.
Database rights	seeks to protect a collection of independent works, data or other materials which: (a) are arranged in a systematic or methodical way; and (b) are individually accessible by electronic or other means.
Know-how	seeks to protect a package of practical information resulting from experience or testing and which is: (a) not generally known or easily accessible; (b) significant and useful; and (c) described in a sufficiently comprehensive manner. Know-how is sometimes referred to as a “Trade Secret” and is only valuable for so long as it is kept secret.
Moral rights	are the rights of the creators of copyright work to be acknowledged as the author of that particular work, and also the right to object to derogatory treatment of that work and not to suffer false attribution. You cannot transfer your moral rights, but you can waive them.

Patents	provide time-limited monopolies over commercial exploitation of inventions or innovations that have acceptable degrees of novelty, usefulness and appropriateness. By way of example, they can be used to protect mechanical devices, methods for doing things, chemical compounds and mixtures of compounds. Strict formal registration procedures must be followed and the process is often lengthy and costly. Particular care must be taken with respect to prior use or public disclosure of the invention or innovation before a patent
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	application is submitted.
Performers' rights	these are independent of copyright and moral rights and gives a performer rights in their performance and any recording, film or broadcast of that performance. Performers' rights would exist in a dramatic performance, musical performance, reading or recital of literary work or a variety act performance.
Rights in designs	<p>seek to protect the appearance of a product. There are two forms of protection – <i>registered designs</i> and <i>unregistered design</i> right.</p> <p>A registered design can protect designs in the form of a shape and/or pattern applied to a product. Registered designs are not restricted to a particular product. A registered design may also be directed to the design of specific parts of products, as long as that part is ordinarily on view when in use. For example, the design of a handle of a teapot.</p> <p>An unregistered design right protects features of shape or configuration of an article or part of an article, but not surface decoration. Protection arises automatically in appropriate circumstances.</p>
Trademarks	seeks to protect logos, words, sounds or colours used to identify the origin of goods or services. Must be registered and has associated costs.

Appendix 2: Typical assignment

THIS AGREEMENT is dated [DATE]

PARTIES

- (1) **[NAME OF STUDENT]** of [ADDRESS] (**Assignor**); and
- (2) **De Montfort University Kazakhstan** (**Assignee**).

BACKGROUND

- (A) The Assignor has agreed to assign to the Assignee the intellectual property rights [in the Materials **OR** arising, or to arise, from work done on [NAME PROJECT]] on the terms set out in this agreement.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Assigned Rights: all the Intellectual Property Rights embodied in the [Materials **OR** arising, or to arise, from work done on [NAME PROJECT] [and all work and material embodying such Intellectual Property Rights]. [Where such “Assigned Rights” include performers’ rights, this will include any film and sound recordings and broadcasts of the performance and copies of such recordings and broadcasts].

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, performers’ rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights

or forms of protection which subsist or will subsist now or in the future in any part of the world.

[Materials: the materials described in [INSERT SCHEDULE].]

2. Assignment

2.1. In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns (by way of present and, where appropriate, future assignment) to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights.

2.2. To the extent the Assigned Rights do not automatically vest in the Assignee, the Assignor hereby grants to the Assignee a permanent, irrevocable, exclusive, worldwide, royalty-free licence (with the right to sub-licence) to use, copy, reproduce, distribute and exploit (in hardcopy and digital form) the Assigned Rights for any purposes (commercial or otherwise) the Assignee wishes. [Where such Assigned Rights include performers' rights, the licence will extend to film and sound recordings and broadcasts of the performance and copies of such recordings and broadcasts.]

2.3. [Where the Assigned Rights includes performers' rights, the Assignor hereby consents to all forms of exploitation now existing or created in the future of such performers' rights and the Assignor agrees that it will not do anything that may prevent the Assignee or any person authorised by the Assignee from exploiting those rights.]

3. Further assurance

3.1. At the Assignee's expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement. Further, the Assignor shall provide to the Assignee on request any records, notebooks, computer coding, papers, documents, files, information and other work and material in the Assignor's possession or control relating to the Assigned Rights.

4. Warranties

4.1. The Assignor warrants that:

4.1.1. it is the sole legal and beneficial owner of, and owns all the rights in, the Assigned Rights; and

4.1.2. it has not licensed or assigned any of the Assigned Rights to any other person.

5. Governing law

5.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales/Kazakhstan and the parties submit to the [non-]exclusive jurisdiction of the courts of England and Wales/Kazakhstan.