

SRUC Postgraduate Student IP Policy

1. INTRODUCTION

This document provides an outline of the procedures and policy relating to Intellectual Property (IP) developed by postgraduate students within SRUC.

If there is any dispute regarding the interpretation of this Policy, if the dispute cannot be resolved by the parties involved then the dispute should be escalated to the IP Committee of SRUC for a final decision.

2. OWNERSHIP OF IP RIGHTS

2.1 Any IP that is created by a postgraduate student at SRUC during the course of their study shall remain the property of the student, except where the provisions of clause 2.2 apply.

2.2 Students will own the IP rights in respect of their work in accordance with Section 2.1 above, except in the following situations:

- a. Where a member of SRUC staff provides substantial assistance and/ or input to the student during research carried out by the student;
- b. Where the student is working on a project that includes conditions relating to the ownership of IP rights;
- c. Where the student's funding is paid by a third party that has a condition on the ownership of the IP rights;
- d. Where SRUC is required to own the IP in order to apply for patent protection;
- e. Where SRUC is required to own the IP for another commercialisation reason, for example, a spin out company;
- f. Where a studentship is in collaboration with an industrial partner and the studentship agreement and/ or terms of funding requires SRUC to own the IP in order to grant a licence or option to the industrial partner;
- g. Where a studentship is part of a larger project within SRUC and the studentship agreement and/ or terms of funding requires SRUC to own the IP; or
- h. During postgraduate research work.

2.3 The requirement for an assignment of student IP rights will need to be considered on a case-by-case basis.

3. ASSIGNMENT OF IP RIGHTS

3.1 If there is a requirement for SRUC to own the student IP right(s), the student will be asked to sign an assignment of their rights to SRUC. This may be done at the start of the studentship or at a later date if required.

3.2 The assignment of IP rights will follow the Policy Regarding Assignment of Intellectual Property for Postgraduate Students Undertaking Research at SRUC.

4. BENEFIT TO STUDENT

4.1 In return for assigning the IP rights to SRUC, SRUC will give the student the same revenue sharing rights in respect of any inventions made by the student as it gives to employees of SRUC.

4.2 To reward and incentivise students for their creativity, timely disclosure and support throughout the commercialisation of the IP, SRUC wishes to share revenues received with the inventors according to the table below:

Net Revenue*	Inventors/ Creators	SRUC
£ 25,000	100%	0%
£ 25,000 to £ 100,000	50%	50%
Over £ 100,000**	25%	75%

*Net Revenue means total Gross revenue received by the SRUC in relation to the commercialised IP less (i) professional fees, expenses and other outgoings incurred in managing, developing and protecting the IP and making arrangement for its exploitation; (ii) any and all amounts payable by the SRUC to external organisations under funding or other agreements which facilitated the creation of the IP; and (iii) any and all taxes, charges and levies payable by the SRUC on such Gross revenue.

Net Revenue payments to inventors or creators will be made through payroll and will be subject to applicable Taxes and National Insurance contributions.

**Indicative and negotiable above this level.

5. CONFIDENTIALITY

5.1 All students should be aware that any information that they discover in the course of their research may be confidential to SRUC or to a third party. It is extremely important that such information should be kept confidential and not disclosed or discussed with anyone who does not have a right to receive that information.