

INTELLECTUAL PROPERTY REGULATIONS FOR STUDENTS

Preamble

It is a primary purpose of Sheffield Hallam University (the "University") to encourage and support research by staff and students that will extend existing knowledge and contribute to the educational courses run by the University. Additionally, the University is committed to furthering the dissemination and utilisation of research results within the wider research community and beyond. The University also has a role to play in economic development and regional regeneration. Through harnessing and fully realising the potential for contribution to the growing knowledge based economy, the University can play a pivotal role in the community as a whole.

It is recognised that these purposes may be jointly served through commercialisation of academic results, a process which requires certainty of ownership of a range of intellectual property rights.

In adopting these regulations, the University undertakes the following commitments:

- to support and encourage the development and application of research as a core University activity in line with overall research policy;
- to act in a fair and reasonable manner in determining the rights and interests of all students and staff, with adherence to broader principles of academic freedom;
- to ensure transparency in the commercialisation of research, with particular regard to the distribution of income between Faculties, Research Institutes and Centres, individual researchers and students and the University itself.

The ownership provisions relating to intellectual property rights generated within the University are set out in the University's Terms and Conditions, but as a general principle the University recognises that each student is the owner of any intellectual property he/she creates in the course of his/her studies, subject to the specific exceptions set out in the Terms and Conditions.

There are several circumstances in which the University will require students to sign an agreement which results in the ownership of intellectual property rights changing, or in which intellectual property rights are governed by a pre-existing agreement which takes precedence over the University's Terms and Conditions. These include, amongst others:

- Students employed, sponsored or funded by third party organisations, wholly or partly;
- Students undertaking a wholly or partly sponsored project or placement;
- where the Intellectual Property is generated as a result of collaborative work, for example with other Students, or with members of staff (or where the work being undertaken derives from the Intellectual Property of staff or the University);

- Students studying on modules which have as a primary or substantial purpose, the creation of Intellectual Property;
- research students fully funded by the University;
- where other exceptional circumstances may apply.

In a situation where the University requires a student to vary his/her ownership of intellectual property, this must be implemented before the start of the research or course in question. Intellectual property created by a student under the terms of such an agreement, will be managed according to these Intellectual Property Regulations.

1. Definitions

'Creator'	the person(s) who creates an invention, design, copyright material or such other material in which Intellectual Property exists.
'Imputed Costs'	any costs, expenses or such other sum(s) incurred regarding the Intellectual Property, including but not limited to application, registration and issue; prosecution and maintenance; infringement and validity claims; tax and professional fees.
'Intellectual Property'	means all intellectual property rights including without limitation patents, registered designs, trade marks and service marks (whether registered or unregistered), copyright and related rights, design rights and any application for any of the foregoing in any part of the world, semi-conductor topography rights, rights in and to software including source code, rights in and to confidential information and know-how, and database rights.
'Moral Rights'	certain rights of creators of copyright works, including the right of attribution, the right to object to false attribution and the right of integrity.
'Net Revenue'	any amount(s) (in pounds sterling) received or made by the University from Intellectual Property (including but not limited to upfront payments, royalty fees and assignment fees, and exclusive of any interest accrued in any accounting period) in the invention, design, copyright material or such other material created by the Creator after deducting any Imputed Costs.
'Royalty Share'	the percentage of Net Revenue that the Creator, Faculty and University are each entitled to as set out in Figure 1.

2 Regulations

- 2.1 Where any Intellectual Property is not attributable solely to a Creator and involves either shared Intellectual Property or Intellectual Property generated in line with the

specific exceptions set out in the University's Terms and Conditions, the procedure for calculating and distributing the sums payable to individual Creators and Faculties, Research Institutes and Centres is set out in clause 3 below.

- 2.2 Where a student has generated Intellectual Property that, pursuant to the University's Terms and Conditions, these regulations and/ or operation of law, vests in the University and which is capable of commercial exploitation, they shall report its existence to the University's Research and Innovation Office in accordance with the procedures set out by the University from time to time.
- 2.3 In addition to any personal Moral Rights that a student may have in respect of his/her copyright works, the University undertakes to appropriately acknowledge the authorship and inventorship of its students in respect of Intellectual Property to which it holds title.
- 2.4 The personal use of University related trademarks, logos, devices, acronyms, initials and other such representations or their likeness, whether graphically or in some other form, specifically, but not exclusively, in the registration of domain names, authoring of websites and use in other electronic media, is strictly prohibited, save where explicitly authorised in advance by the University.
- 2.5 Where it is decided to seek exploitation of shared Intellectual Property, the University's Technology Transfer Office ('TTO') will manage the process in accordance with good practice and in an open and transparent manner. The Creator(s) shall provide all reasonable assistance in the exploitation process by, for example, providing information promptly on request, attending meetings with potential licensees, and advising on further development.
- 2.6 The University may grant to Sheffield Hallam University Enterprises Limited ('SHUEL'), or such other company established by the University for such purpose, the right to act as an agent in respect of the granting of certain rights to University Intellectual Property.
- 2.7 The University and/or SHUEL may consult on a confidential basis with appropriate experts in the subject matter of the Intellectual Property in question in order to assist with assessment of the innovation and its commercial potential.
- 2.8 In the event that the University decides not to further commit the University to the protection or exploitation of any Intellectual Property as it may have claim to, the rights embodied in such Intellectual Property may be assigned (on terms to be agreed) to its Creator(s), conditional upon provision for reserved further use of the Intellectual Property in the research and teaching courses of the University.

3 Distribution of Income from Exploitation of Shared Intellectual Property

- 3.1 Net Revenue from shared Intellectual Property and any inventions, designs, copyright materials or other Intellectual Property arising from the same shall be shared as determined by reference to Figure 1 below.

FIGURE 1 - Royalty Share				
Band	Net Revenue	University*	Creator (gross payments)+	Faculty/Research Institute*
1	£0 -£25,000	5%	70%	25%
2	£25,001 - £50,000	20%	55%	25%
3	£50,001 - £100,000	25%	45%	30%
4	> £100,000	34%	33%	33%

Figure 2 below gives examples of the payments which will be made on a threshold basis. For example, where Net Revenue is £50,000, Creator(s) will receive 70% of £25,000 (Band 1) plus 55% of £25,000 (Band 2).

FIGURE 2 - example payments				
Band	Net Revenue	University*	Creator (gross payments)+	Faculty/Research Institute*
1	£25,000	£1,250	£17,500	£6,250
2	£50,000	£6,250	£31,250	£12,500
3	£100,000	£18,750	£53,750	£27,500
4	£500,000	£154,750	£185,750	£159,500

* The suggested internal allocation of this income stream between central University & Faculty/ Research Institute may be varied by the Pro Vice-Chancellor for Research and Innovation.

+ These payments may attract income tax and other such liabilities. It is the responsibility of the Creator to take appropriate advice on such matters and ensure they make payment of all applicable tax or other such liabilities.

- 3.2 For the purpose of calculating the Royalty Share due, the bands set out in Figure 1 shall be calculated on not less than an annual basis. The reference period shall commence on 1 August each year for the 12 calendar month period ending on 31 July and the Royalty Share due shall be calculated at 31 July. Payment of any Royalty Share due shall normally be made within 60 calendar days of 31 July in each year.
- 3.3 In the case of Intellectual Property arising from work supported by a research grant and/or a contract between the University and a third party, a condition of which is that such Intellectual Property shall belong to the awarding body and/or third party, these provisions shall apply to such part (if any) of the proceeds that are designated as a direct payment in respect of the transfer of the Intellectual Property.
- 3.4 The Creator's entitlement under these Regulations shall continue to be paid to him or her following completion of their contract with the University.
- 3.5 Where more than one Creator is involved, the distribution amongst the co-Creators shall be a matter for them to decide and evidence in writing. Where they fail to agree, the Pro Vice-Chancellor for Research and Innovation ('PVC, R&I'), shall prescribe a distribution taking into account their relative contributions.
- 3.6 If development of shared Intellectual Property has received a higher than usual contribution from the University's resources (for example, specific funding for development of proof of concept), appropriate ad hoc adjustments to the normal distribution pattern may be made.

4 Dispute Resolution

- 4.1 In the event that a Creator disagrees with a decision made by the TTO in accordance with clause 2 of these Regulations, he/she shall have the right of appeal to the PVC, R&I. Any such appeal should be made in writing. The PVC, R&I will normally make his/her decision within 30 working days of receiving the appeal and shall inform the Creator in writing of his/her decision.
- 4.2 Where the Creator also disagrees with a decision made by the PVC, R&I pursuant to clause 4.1 above, he/she shall have a final right of appeal to the Vice-Chancellor. Any such further appeal should be made in writing. The Vice-Chancellor will normally make his/her decision within 45 working days of receiving the appeal and shall inform the Creator in writing of his/her decision. This decision of the Vice-Chancellor is final and there is no further right of appeal.

- 4.3 Any dispute arising out of the provisions of clause 3 of these Regulations shall be referred to an independent expert who shall be appointed by the PVC, R&I and the Creators in dispute. Where the PVC, R&I and the Creators in dispute are unable to agree on the independent expert within 10 working days, either party shall be entitled to request the Vice-Chancellor, to appoint an independent expert.
- 4.4 The expert shall be required to prepare a written decision and give notice of the decision to the University and the Creators in dispute within a maximum of 90 calendar days of the matter being referred to him/her.
- 4.5 The expert shall act as an expert and not as an arbitrator and his/her written decision on the matters referred to him/her shall be final and binding on the University and the Creators in dispute. The expert's fees and expenses shall be borne by the University and the Creators in dispute in such proportions as the expert shall direct.

Approved by the University Executive Group 14 July 2015 (Ref: EG12/15/5)