Section 14

Students’ Intellectual Property Rights

If you require this section in a different format, contact the Student Appeals and Complaints Ombudsman (studentappealsandcomplaints@northumbria.ac.uk).

This section seeks to reconcile conflicting interests: on the one hand, the view that rights in students’ intellectual property should be vested in the students concerned (on the basis that they produced the work) and, on the other, the view that such rights should be vested in the University (on the basis that students’ work is produced as part of a University course). This Section is to be interpreted in a spirit of reasonableness.

14.1 These regulations are intended to protect the interests of both students and the University in all matters of intellectual property.

14.2 Subject to the provisions below the University makes no claim on intellectual property rights, including the copyright, design rights and patent rights in any work of whatsoever nature executed or produced in the course of any undergraduate studies or deriving therefrom.

14.3 However, undergraduate students (i.e. Levels 4, 5 or 6) may be required to grant to the University an irrevocable royalty-free licence to use the work, or any part of it, for non-commercial purposes including academic teaching and research.

14.4 In the case of an undergraduate student project that derives from the existing intellectual property of the University or involves substantial collaboration with academic staff, the University will retain ownership of the intellectual property.

14.5 If the intellectual property arises from a student project using intellectual property jointly created or generated by the undergraduate student and academic staff then the University will discuss ownership or joint ownership with the student on a case by case basis as appropriate.

14.6 All postgraduate students (i.e. Levels 7 or 8) agree to assign to the University all intellectual property rights, including the copyrights, design rights and patent rights in any work of whatsoever nature (with the exception of copyright in his/her thesis) executed or produced in the course of his or her studies. The postgraduate student agrees that, if requested by the University, he or she will execute and sign any documents required by the University to enable it to protect or deal in any of the rights in the work.
14.7 Postgraduate students shall be offered a share of the income generated from that intellectual property. The University commits to sharing income generated by the exploitation of intellectual property rights with the student contributing to the development of that intellectual property. Each Income Sharing Agreement will be negotiated on its own merits.

14.8 Postgraduate students may apply for release from an Income Sharing Agreement if they feel that the University has not made substantive or crucial contribution to the generation of the intellectual property in question. In the first instance the student should consult their supervisor.

14.9 Every student warrants that all work is his or her own work and does not infringe any rights of third parties.

14.10 Every student gives his/her permission for a copy of any work of whatsoever nature produced in the course of his or her studies to be assessed for academic misconduct, including the use of plagiarism software, where the University deems this to be necessary (see Section 16).

14.11 Failure by the student to observe these regulations may result in disciplinary action being taken against him or her.

14.12 Subject to the other provisions of this Section 14, the copyright in the thesis of postgraduate student is exempt from these regulations. Under University regulations this vests in the individual student.

From time to time, issues may arise concerning the question of the confidentiality of students’ project work carried out while on work experience with external companies or bodies, or seconded by such companies or bodies. Such matters fall outside this Handbook (which is concerned with the relationship between a student and the University) and are for the company or body in question to determine. Where necessary, the University will assist in resolving such matters.