

**Reassignment of Student Intellectual RS17**

**Property Rights**

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| Section 1 – PhD Researcher details | |
| Name : | Campus: |
| Faculty: | Degree type: |
| PhD Researcher email address: | Chair of Supervisory Team: |
| Joint Supervisor(s): | |

***Please note that this form should be read in conjunction with the Ulster University Intellectual Property Policy.***

As part of the process of submission of a PhD Researcher’s PhD thesis, the Intellectual Property (IP)  (e.g. inventions, patents, designs, trademarks, copyright, know how) associated with their PhD studies is normally reassigned back to the PhD Researcher.  Further Information on the process can be found in the Ulster University Intellectual Property Policy & Procedures under Section A, 4.2.1.

**Guidance Note for PhD Researchers**

Please complete Section 1 of the form and pass to your PhD Supervisors, who will then consider the questions in Section 2 and, if appropriate, sign where indicated. Please then forward to the IP Manager, who will complete Section 3, reassigning any Intellectual Property Rights to you where appropriate. A copy of the form will be returned for your records.

**Guidance Note for Supervisors**

Please consider the questions in Section 2 of the form to determine whether the Intellectual Property generated by the PhD Researcher in the course of their research can be reassigned to them.

In the majority of cases, reassignment is recommended. However, there are a few exceptional circumstances which would mean that the IP should remain with the University or may alternatively be wholly or partly owned by an external sponsor.  To determine if any of these exceptions apply, review the following questions:

* Do you and/or the PhD Researcher consider that the Intellectual Property has commercial potential and have disclosed or intend to disclose it as an invention or creative work to Research & Impact for IP assessment?
* Is the PhD Researcher bound by any specific conditions of confidentiality such as a PhD Researcher Declaration of Confidentiality or a Non-Disclosure/Confidentiality Agreement to protect the Intellectual Property?
* Is any of the Intellectual Property wholly or partly owned by an external funder or commercial partner under a further agreement?

If the answer to any of the above questions is yes, please contact the IP Manager as soon as possible. If the answer to the above questions is no, **all** supervisors should sign the RS17 form where indicated and return to the PhD Researcher as soon as possible.

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| **Section 2 – For Completion by Supervisor(s)** |  |
| **Previously Reassigned IP**  1a) Have any Intellectual Property Rights (IPRs) generated by the PhD Researcher in the course of their Research Programme been previously reassigned to the PhD Researcher prior to submission of this form?  1b) If “Yes”, please provide details of the previously reassigned IPRs. | Yes  No |
| **Reassignment of All or All Remaining IPRs**  2a) Are there any circumstances that would suggest that any or all of the IPRs generated by the  PhD Researcher SHOULD NOT be reassigned?  2b) Are there any conditions of confidentiality which must be considered e.g. a Declaration of Confidentiality to be applied to the thesis or a Non-Disclosure Agreement in place?  2c) If “Yes”, please provide details. | Yes  No  Yes  No |
| **Reassignment of Some but Not All IPRs**  3a) Are some but not all IPRs generated by the PhD Researcher in the course of their Research  Programme to be reassigned to them?  3b) If “Yes”, please provide details of the IPRs being reassigned (the “Reassigned IP”) and  those IPRs still remaining with the University. | Yes  No |
| **We, as Supervisors, hereby confirm that all IP generated by the PhD Researcher in the course of their Research Programme can be reassigned to the PhD Researcher.**  **Signed** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Chair of Supervisory Team) (Date)  **Signed** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Joint Supervisor(s)) (Date) | |

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| **Section 3 – Assignment of Intellectual Property Rights** |
| Pursuant to the University’s Intellectual Property Policy and Procedures, the University hereby assigns with effect from the Effective Date to the PhD Researcher absolutely the full legal and beneficial title in and to [all IPRs created by the PhD Researcher in the course of the Research Programme] / [the Reassigned IP][[1]](#footnote-1) to the extent that same have vested in and are proprietary to the University in each case for the whole term including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the Effective Date.  For these purposes:  “IPRs” means patents, rights to inventions, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), copyright and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, 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.  “Effective Date” means the date which is the later of:  (a) the date upon which this fully completed Form RS17 is signed by an authorised signatory of the Research & Impact; and  (b) the expiry of all obligations of confidence assumed by the University and/or the PhD Researcher in relation to the IPRs / Reassigned IP.  **(NB: Please note that in relation to a PhD Researcher Declaration of Confidentiality notice applied to a thesis, the “Effective date” shall be the date of the signature plus the period of time stated on the notice)**  The University shall, at the PhD Researcher’s cost, perform all such further acts and things, and execute and deliver all such further documents, required by law or which the PhD Researcher reasonably requests to vest in him/her the full benefit of the right, title and interest assigned to the PhD Researcher hereby.  This assignment of IPRs / Reassigned IP shall be governed by and construed in accordance with Northern Ireland law and shall be subject to the exclusive jurisdiction of the courts of Northern Ireland.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (IP Manager) Date |
| **Academic Licence** |
| As a charity a primary charitable purpose of the University is the advancement of education through teaching and research. By signing this form the PhD Researcher grants a non-exclusive royalty free perpetual licence to the University to continue to use the IPRs / Reassigned IP for non-profit academic purposes such as internal administrative, promotional, teaching and research purposes. Such purposes may include but are not limited to the following:(a) to discuss the IPRs / Reassigned IP in University seminars, tutorials and lectures; (b) to undertake further research regarding the technology which is the subject of IPRs / Reassigned IP; and (c) to undertaken Academic Publication in relation to the IPRs / Reassigned IP for which purposes “Academic Publication” means the publication of an abstract, article or paper in a journal, or its presentation at a conference, lecture or seminar. |

1. Delete as appropriate. [↑](#footnote-ref-1)