

STUDENT PARTICIPATION IN RESEARCH PROJECTS

As a student of the University of Bristol ("the University") you are to be involved in a research project that relates to _____ ("the Project").

The Project will be carried out using University resources and under the guidance and leadership of _____ ("the Supervisor").

Introduction

The Project might result in you creating, developing or contributing towards ideas. These ideas might form the basis of rights that may be legally protected and exploited. These rights could include things like patents, copyright, design rights and secret processes. They are collectively called 'intellectual property rights'. Any intellectual property rights that arise out of the Project will be referred to in this document as 'IP Rights'.

You might also be involved in making or contributing towards ideas associated with other projects in the University. Where this happens these ideas will be treated as IP Rights.

The University, through links with industry, might seek opportunities for the commercial exploitation of the IP Rights. If income is received by the University by exploitation of the IP Rights, and you contributed towards these, you might be entitled to a share of such income under the University's Revenue Sharing Scheme (the 'RSS'). This right to a share is on the same basis as if you were a member of University staff. A copy of the RSS is available at: <http://www.bristol.ac.uk/business/research-commercialisation/for-researchers/commercialise/revenue-sharing-scheme/>.

It is also possible that confidential information will be shared with you as part of the Project or as part of other activities you might be involved in whilst at the University. Confidential information includes things like formulae, processes, technical and financial data and other information that is not publicly available. You should assume all such information is confidential unless the University advises otherwise.

It is a condition of your participation in the Project that you agree to be bound by a set of terms that confirm the rights of the University and you in the IP Rights and which protect wrongful disclosure of confidential information.

Agreement

You now agree to the following:

1. Any IP Rights that arise out of the Project or through your participation in other projects at the University shall belong to the University. If any such rights are capable of being transferred, you transfer these now to the University. However, copyright in any thesis you produce out of the Project will belong to you.
2. You have not and will not give anyone else any rights in the IP Rights unless this is agreed beforehand by the University in writing.
3. The University may, at its sole discretion, transfer any of the IP Rights to others or grant licences to others to use them.
4. If required to do so by the University, you will waive any moral rights you might have in any work generated by you as part of a Project. The University will only require this where it is made a condition of a Project by a third party funding or commissioning the Project.

5. You will complete any other documents and do such things as are reasonably required by the University to ensure the University has the benefit of the rights given to it under this agreement.
6. You appoint the University to be your attorney (i.e. your legal representative) to do things in your name and on your behalf, to complete documents, use your name and to do everything necessary or desirable for the University to obtain the full benefit of this agreement, but not for any other purpose. A certificate in writing, signed by any officer of the University, that any document or act falls within the authority given by this appointment shall be conclusive evidence that such is the case so far as any third party is concerned. This appointment cannot be revoked.
7. You promise to notify the University promptly if you change your residential address in the future.
8. You will not share any details of the IP Rights or any confidential information with anyone without the prior written consent of the University. This restriction does not apply if you are required by law to disclose the relevant details or where the information is already publically available.
5. The decision of the University on your participation in the RSS for the apportionment of income arising out of the exploitation of the IP Rights shall be final.
6. The University may disclose this agreement to third parties who are part of the Project where this is necessary to show ownership of the IP Rights.
7. This agreement is governed by English Law and if a dispute arises between the University and you then this will be referred to the English courts for a decision.

The terms above shall survive termination of the Project.

You are advised to seek independent legal advice before signing this agreement if there are any aspects which you do not understand. You must sign two copies of this agreement, one for the University and one which will be returned to you.

Done as a Deed:

By the Student:

On behalf of the University of Bristol:

Signed: _____

Signed: _____

Print Full Name: _____

Print Name: _____

Address _____

Date: _____

Date:

Signature
of witness

Name of
witness
(print)

Address

Occupation

The supervisor must send both signed agreements to the RED Contracts Administrator. This agreement must be fully signed before any research sponsorship contract can be signed