

**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")[[1]](#footnote-1).

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’.

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 [here](http://www.bristol.ac.uk/business/innovate-and-grow/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, scientific, business 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. **You should enter into one of these agreements for each project you are involved with.**

# Agreement

 You now agree to the following:

1. As between us any IP Rights that arise out of the Project 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. You confirm have not copied or otherwise used others’ work in creating the IP Rights.
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, using the University Student Info, Bristol Connects application or their replacements.
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 publicly available.
9. 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.
10. The University may disclose this agreement to third parties where this is necessary to show ownership of the IP Rights.
11. 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 deed poll if there are any aspects which you do not understand. You must sign (and have witnessed) this agreement and return it to us; keep a copy for your own records too.***

**Done as a Deed by the Student, delivered and effective on:**

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed as a deed by the Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Signed in the presence of:***

Signature of witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Witness (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***The supervisor must send the signed agreement to the*** [***RED Contracts Administrator***](https://uob.sharepoint.com/sites/red/SitePages/research-contracts-contacts.aspx)***. Please ensure one document is prepared for each Project for each student.***

1. @Supervisor -if there is more than one Project; please contact [Research Contracts Team](http://www.bristol.ac.uk/red/contracts/) otherwise delete this footnote [↑](#footnote-ref-1)