

INTELLECTUAL PROPERTY AGREEMENT (TEXT)

SUMMARY OF PRINCIPAL CHANGES

General changes

The changes resulting from this revision are contained in version 02.0, UPR CA04.

“UNIVERSITY OF HERTFORDSHIRE

INTELLECTUAL PROPERTY AGREEMENT

MPhil/PhD by approved programme of supervised research and Professional Doctoral Degrees

It is a condition of registration that any person registering as a student of the University of Hertfordshire with the intention of registering with the Research Degrees Board of the Academic Board as a candidate for the degree of Master of Philosophy or Doctor of Philosophy following an approved programme of supervised research under the provisions of the University's research degree regulations set out in UPR AS10¹, UPR AS06² or a Professional Doctoral Degree under the provisions of the University's research degree regulations set out in UPR AS18³ and who is not at the time at which he or she registers as a student of the University bound by an intellectual property agreement with another party, assigns to the University any and all such intellectual property rights created whilst they are registered as research students of the University and signs an agreement to that effect.

Master's by research (MA, MEd, MSc, MRes)

It is a condition of registration that any Master's research degree candidate who is not bound at the time at which he or she registers as a student of the University by an intellectual property agreement with another party, assigns to the University any and all such intellectual property rights created whilst they are registered as research students of the University and signs an agreement to that effect (UPR AS05⁴ and UPR AS10¹, refers).

NAME OF STUDENT:
(PLEASE PRINT IN BLOCK CAPITALS)

DEPARTMENT:

You are advised to read UPR CA04⁵ and this document carefully before completing and signing the agreement below.

(NOTE: For the purposes of this agreement, the nominee of the Secretary and Registrar will normally be the Deputy Registrar (Research).)

AGREEMENT

In consideration of the University of Hertfordshire agreeing to provide research facilities, tuition and other services, I:

- 1 hereby assign absolutely to the University with full title guarantee by way of present and future assignment all intellectual property rights, including all inventions, improvements, designs, processes, information, know-how, copyright works (including without limitation rights in and to technical processes, systems, methods, software design, algorithms, code, scripts or other computer software), rights in databases, domain names, trade marks, trade

1 UPR AS10 'Research Degrees – Generic Institutional Regulations'
2 UPR AS06 'MPhil/PhD by Approved Programme of Supervised Research'
3 UPR AS18 'PhD (Professional Doctorate) – Generic Regulations'
4 UPR AS05 'Master's Degrees by Approved Programmes of Research Training'
5 UPR CA04 'Intellectual Property'

names or get-up (whether capable of being patented or registered or not) made, created or discovered by me during the course of my studies and/or research at the University, including any such creation development or discovery which is made at the suggestion of my supervisor or any other employee of the University;

- 2 agree at the request and expense of the University to do all such acts and execute all such documents as may be necessary to vest absolutely all rights and title in the intellectual property rights referred to in clause 1 of this document in the University, including assisting the University's representatives or agents with the filing and prosecution of any applications for registration of those intellectual property rights and assisting the University to defend or prosecute any litigation relating to those rights;
- 3 agree to promptly disclose to the University all documents, papers, and other materials relating to any intellectual property rights which are assigned under either of the preceding paragraphs.

I acknowledge that this agreement constitutes my entire agreement with the University in relation to its subject matter, and that this agreement cannot be changed except by written agreement with the University. If any provision of this agreement is held to be unlawful or void the provision shall, to the extent required, be severed from this agreement without modifying the remaining provisions of this agreement. I agree that I may not assign or transfer any or all of my rights or obligations under this agreement. This agreement shall be governed and construed in all respects in accordance with English law and each party hereby irrevocably submits to the non-exclusive jurisdiction of the English courts.

I have read and accept the terms and conditions which apply to this agreement.

SIGNED DATE
(Student)

SIGNED DATE
(Secretary and Registrar (or nominee))

This section is to be completed by research students who are bound at the time of registration by an intellectual property agreement with another party

I confirm that I am bound by a pre-existing intellectual property agreement with:

Name of other party.....

Address.....

.....

and that I am therefore unable to assign to the University any and all intellectual property rights created whilst I am registered as a research student of the University.

SIGNED DATE
(Student)"