



Intellectual Property Policy Guidance for Postgraduate Research (PGR)

Students

Introduction

The University of Edinburgh's Research and Innovation Strategy aims to drive discoveries into world-wide impact.

[Research and Innovation Strategy 2030](#)

Postgraduate Researchers (PGRs) contribute strongly and will develop findings and outputs that might be translated into impact in the longer term. To meet the requirement of a PGR degree, PGR students are required to significantly advance their field and to generate data of publishable quality. In some disciplines, PGR students might make an unexpected finding that may be developed into a commercial product/concept. In others they may join a team of researchers with an established track record of innovation and industry collaboration, and the student's research may contribute to this endeavour. Thus, on some occasions, the outputs and data generated from the research may have potential for commercialisation and accordingly consideration of protection of Intellectual Property (IP) at an early stage is prudent.

IP considerations require both early and ongoing conversations between students, their supervisory team and any external parties. At the University of Edinburgh and per the University Policy on Student Intellectual Property Rights, PGR students own their IP, but there are occasions when they will be required (or may choose) to assign these rights to the University. Early awareness and transparent discussion of IP issues between students and supervisors are crucial.

[University Policy on Student Intellectual Property Rights](#)

This guidance helps navigate the above University of Edinburgh's policy on intellectual property created by students during their studies, including on placements and should be used in conjunction with the associated checklist. This document is for guidance only and does not change any University regulation, funder terms, or any contract a student may later sign. Reference is included to mandatory requirements from the IP policy and indicated by words such as "must" or "will". IP ownership/assignment will only be legally changed by a separate written agreement.

Introduction to Intellectual Property (IP)



IP comprises legal rights from work carried out and results created in fields like science, literature, and art. It allows creators to control and potentially commercialise their work.

“IP Rights” are usually defined to mean all and any:

- patents,
- trademarks (both registered and unregistered),
- design rights (both registered and unregistered),
- semi-conductor topography rights,
- copyright,
- database right (protection of the effort and resources invested in gathering, verifying and presenting the data),
- right of confidence (protects confidential information from unauthorised disclosure) and
- any and all other forms of intellectual or industrial property right and/or protection.

These might come about automatically through law or other means (covering all ways a right of obligation can be created) and apply everywhere in the world (without geographical limits), including all possible uses related to those rights. However, it should be noted that this definition may vary slightly in contractual agreements such as industry supported studentships.

It is important that IP is properly documented and recorded while it is being generated so that ownership and contributions can be determined.

University Position

The University supports identifying and protecting valuable IP to benefit students and staff via the University's commercialisation service, Edinburgh Innovations Limited (EIL).

Generally, students own IP rights to their work unless there are conditions requiring the University to take ownership. Some situations where the University is required to take ownership of IP include:

- Funding conditions (e.g., Marie-Curie EST Scheme, DRI or CRUK funded)
- Collaborative projects with industry partners (e.g., iCASE, Medical Research Scotland, or as part of an industrial CDT etc)
- To ensure compliance with Open access requirements
- Participation in University-supported research projects
- Recognition of use of specific University resources such as background data, services or facilities



Conditions and Collaborations

Students may be required to acknowledge funders, sign confidentiality agreements, or agree to publishing embargoes. For example, the University can require that access to a student's thesis is carefully controlled in order to protect information which is confidential or might prejudice a patent application, but only for as long as is necessary and not longer than 5 years. Novelty should be considered well in advance of the thesis publication to inform adaptation of the abstract (which is routinely publicly available) to prevent inadvertent disclosure. Any concerns over disclosure of novel IP either through abstracts or the examination process should be discussed with the Edinburgh Innovations team. Where a studentship is funded by an industry partner, students may be required to sign the main studentship agreement between the University and the industry partner to acknowledge having read and understood the terms. e.g. relating to ownership of IP and patents.

Respecting Others' IP

Students must respect others' IP rights, obtaining permission to use third party work, such as online images, published content, methods or cell lines. This might involve conducting basic searches to confirm the ownership and permitted use of the work intended for a student's project. For instance, if a student is using a published method, they should verify if it is freely available or requires a license. These checks can usually be performed online. If more in-depth searches are necessary, the student's academic supervisor can provide guidance.

Assignment Process

If the University needs to take ownership of IP, students will be required to assign the rights to the IP generated by them to the University in the form of an IP Assignment and Confidentiality Agreement. This commonly happens at the start of their studentship and will cover the period of generation of the relevant IP (for example, the full period of a studentship, or placement, or the period of which a specific invention was generated). The agreement is a legally binding document which the student will sign in their personal capacity as a contract with the University. This may be required automatically when working in specific research groupings/institutes within the University.

As part of this process, students will be contacted by the Edinburgh Innovations Contracts team (on behalf of the University) to talk through the terms of such agreement, answer any questions and arrange signature. In the course of their studies, students (with guidance from their supervisor) may also need to complete and sign further documentation relating to the assigned IP to allow the University to exploit such IP, for example, an Invention Disclosure Form which will require inventors and non-inventive contributors to be identified.



Assignment and Confidentiality Agreement

Invention Disclosure Resources

If a student assigns their rights, then related patents will be filed and owned by the University. The student's contribution will be recognised even after leaving the University via standard policy terms. As inventors, students can receive a share of commercial income through the University's revenue-sharing scheme which sets out the division of income obtained by the University from exploitation of research results.

As a condition of the IP Assignment and Confidentiality Agreement, as well as most industry collaborations, students are required to maintain confidentiality regarding University or third-party information. Where an agreement states that disclosure of such information requires prior written consent, authorisation or approval from the University should be sought. In practice Students should seek this from their Academic Supervisor or Head of School, or, where consent is required from an industry partner, their Industrial Supervisor.

Recommended training:

EIL have developed an online training programme Engage EI available to all students and supervisors to increase awareness of harnessing commercialisation and translational potential and is recommend to all students.

Engage EI Training Programme

Disputes and Appeals

Where a dispute relating to IP arises between a student and other parties (e.g. their supervisor, other students), students should first attempt to resolve the disputes with their supervisors but, if not possible, then through the student Complaints Procedure, which will be considered in relation to policies relating to Academic and Research Misconduct

For further details, students should refer to the University's policies IP, conduct and further best practice resources:

University Policy on Student Intellectual Property (IP) Rights

University Policy on the Exploitation of Intellectual Property

Invention disclosure process

Academic misconduct



[Research misconduct](#)

[Fair Authorship Guidance](#)