

Intellectual Property and Results Handling Checklist for PGR Supervisors and Students

This Checklist is designed to raise awareness of IP issues and surface areas for discussion. The goal is to provide clarity and to facilitate agreement between students and supervisors about handling commercialisation opportunities and thus reduce the chances of later misunderstandings or complications. This Checklist provides a framework as a reminder to discuss IP at the start and during the PhD life course. This should be completed irrespective of whether IP development is envisaged at the start of their studies. It is recommended it should be revisited with each Annual Progression review.

Examples of areas of discussion between student and supervisor recommended include:

- *how authorship in publications is assigned;*
- *how the order of authors is decided;*
- *ownership of data and research results, reflecting the prior contributions of others;*
- *awareness of novelty and inventive results and potential novel IP aligned to publication strategy at conferences, publications and thesis presentation;*
- *awareness of UoE approach to patenting, IP policies and potential impact and commercialisation;*
- *how a student's IP is handled after their degree or if they leave the University*

General Information

Student name:

Matriculation number:

Email address:

Programme/project title:

Specific date range of project or participation in invention generation:

Supervisory team, indicating lead, Industry partner and industrial supervisor (if applicable):

Funding source and funding terms (if applicable):

SECTION 1: To be completed by the student and supervisor together

☐ We have reviewed the University of Edinburgh [policies related to IP](#) for students together and considered any specific requirements of the host department.

☐ We have considered the types of IP issues that may arise during a research degree (for example patents, copyright, authorship in publications, order of authors, thesis publication, creative works) and how these apply to the current project, as well as the importance of documenting and recording the generation of IP as it happens.

☐ We have discussed that the student routinely owns their own IP but there are circumstances under which they may have been or will be asked to assign their IP to the University. Typical agreements can be found [here](#), and we have discussed the student will be invited to a 1-2-1 meeting with EIL to discuss this further should this become appropriate.

☐ We have discussed the student's Developmental Needs in the IP arena and ensured they are aware of the resources for training for PGR students to address gaps in knowledge.

☐ We have agreed IP matters will be discussed regularly as the degree progresses to identify potential new IP, reach consensus and importantly discuss before publication or presentation of the research.

☐ We have discussed the process for recognising contributions of others in a thesis and publications, including [author sequence](#). We have identified the need to follow [FAIR](#) principles.

☐ We have discussed whether the student is joining a wider research group/agenda and if so that the prior contribution of those whose work they are developing should also be recognised in any future results of potential IP outcomes.

☐ We have discussed whether the student's Funder has stipulated their own terms and conditions for IP related to the project, in particular:

- We have considered whether the research scholarship is funded by a third party, for example through a charity or industrial sponsor or externally funded research grants.
- We have ensured the student is aware of the funder's terms and conditions as part of accepting to conduct the specific project.

- We have made ourselves aware of the funder's stipulations for assignation of IP noting the student may be asked to assign their IP on their research concepts/outputs to the University at the outset even if they do not anticipate commercial outcomes of the research.
- Where the student is undertaking a studentship with an industrial partner, we have discussed the specific contractual implications and partner expectations in relation to project IP and use of it.
- We have discussed whether there is a need for an NDA to be set up to support the viva and recognised the need for this to be planned in a timely manner.

☐ We have discussed any confidentiality obligations in relation to the results and IP or other information shared as part of the project where the student is involved.

☐ We have discussed whether the student may have Leave of Absence to visit and study at another Institution during their degree, and thus the need to understand any further stipulations regarding handling of IP related to the visit.

☐ We have discussed that if IP is assigned this may result in delays in publication or presentation of the thesis or its contents (e.g. while patent protection is considered obtained). We note it will not delay the degree award, just the public availability of the thesis and papers/abstracts thus derived. The maximum embargo period is 5 years, as governed by [University guidance](#). See FAQs below.

☐ We have noted if the student needs to gain advance permission to submit for external presentation (e.g. papers, abstracts) for IP reasons and the time window involved.

☐ Where the project or the student's involvement in the project is terminated, we have discussed the implications for and use of IP developed up to the day of termination.

Signatures

Signature **Date**

Designation: Student

Signature **Date**

Designation: Supervisor

Section 2

Follow up actions agreed between student and supervisor and review date.

1. Any written agreement must be kept on Euclid (under Documents) and updated along with their Annual Review papers.

2. If the funder requires the student to assign their IP to the University as part of their agreement, student and supervisor should contact either the relevant Business Development Executive (BDE) who has been supporting implementing the project or, where is there no BDE, EIL's Contracts Team (ei.contracts@ei.ed.ac.uk) to organise a meeting for the student to ensure they are fully informed of these aspects as they accept their degree offer.
3. Identify student's training and development needs in relation to IP and how this will be provided.
4. Student should undertake [EI Engage training](#).

Section 3: FAQs:

If the student has assigned their IP, can the revenue sharing be altered, or the wording amended so that UoE cannot unilaterally alter the revenue share policy in the future?

The University's revenue share policy is non-negotiable, therefore students are entitled and encouraged to seek independent legal advice before signing.

The University cannot alter the standard terms of revenue share. The current policy/revenue share split in this agreement also applies to any University employee.

For instance - if and when IP is to be exploited, EIL would consult with those involved to determine who is the inventor(s) and who has made an inventive contribution. The Revenue Sharing Policy in force at that time would then apply to any student and University employee involved. The University cannot accept a position where an individual would be subject to a fixed percentage and any others involved would be subject to another percentage.

Any alteration to the policy would need to go through a rigorous consultation process (for example, in discussion with the relevant Unions) and would need to be mutually agreed. Any alteration would apply to all staff and students and would be communicated clearly before such change occurs.

What does it mean to appoint the University as my "Attorney" for the purposes of exercising its rights to the IP?

This is to allow the University to execute the relevant paperwork on your behalf if for any reason where the University is unable reasonably get in contact with you to execute such documentation yourself, or if such documentation is part of due process and seeking personal signature would cause undue delay. This is limited only to such documentation that will allow the University to exercise and enjoy its rights in the relevant IP, and is therefore limited to IP generated within the scope and period stipulated in the contract(s).

What are the implications of when a student's thesis is placed on restricted access in the library?

When it comes to submitting a thesis to the library, a student could either:

- 1) tick the box in section 1 of the [Thesis Access Form](#), requesting a 12-month embargo (where the Head of School does not need to give permission). This is often used if the student or supervisor are intending to publish work from the thesis or patent some of the work, or if a Company has requested the 12 month embargo to protect any of their Confidential Information, Background IP or Foreground IP that maybe be included in the thesis as per the relevant studentship contract terms; or
- 2) complete Section 2 if a longer period of restricted access is required. This must be signed off by the Head of School. If a longer restriction is requested and granted, then the Library will not give access to anyone to the version that the University holds in our digital repository ('restricted access'). Restricted access to a thesis only refers to digital copies. The student (thesis author) will remain the copyright owner of the thesis and will have a copy of their own thesis which is not held by the Library. As the copyright owner, the student is at liberty to do whatever they feel like with that version, subject to confidentiality and publication obligations.

The Company and PI will also still have copies for their own use, as per the relevant studentship Agreement.

Where the student wishes to publish their thesis after completion and award of their degree but before the expiry of the embargo period, they are welcome to (but not required to) amend the thesis so as to remove, redact or disguise the confidential elements so that the thesis can be published early. Otherwise, the thesis shall be published 'as is' once the embargo period has lapsed.

What constitutes a publication?

A "publication" is anything that discloses information to a 3rd party (this includes inter-lab disclosures and anyone who is not to the University or a contracted partner) on a non-confidential basis. This includes where the PhD project is written about and putting the research into the public domain, so academic papers/journal submissions, posters, presentations and blogs etc), but also includes verbal disclosures such as conferences, talks, discussions/ meetings (not covered by a non-disclosure agreement (NDA)).

What if the Company owns all of the IP under the main contract? (i.e studentship)

Where a company makes a significant contribution to a project or the funding terms dictate it, sometimes the industrial partner will contract to own the IP generated in a project. In this case the industrial partner's policy on revenue sharing and IP assignation shall apply, however, the University will usually try to incorporate terms which reflects our standard position (e.g. student retains ownership of copyright and shall be entitled to share of revenue as an inventor, subject to company policy). The industrial partner may require that the student signs their external template for IP assignation and/or confidentiality, as long as such terms do not conflict with the studentship agreement. These aspects should be duly considered by the Supervisor prior to appointing the student.