

Dear Researcher

Welcome to research study at the Ulster University.

The University is committed to its role in the creation of a competitive, innovative and knowledge-based economy in Northern Ireland. Part of this role involves the promotion of technology and knowledge transfer via licensing and/or the creation of spin-out companies, both of which require the protection and exploitation of Intellectual Property (IP). The Department for Research & Impact manages IP commercialisation, protection and licensing on behalf of the University.

It is very likely that during the course of your research study you will develop IP of one kind or another, and you should take the time to review in detail both the University's Regulations and the Intellectual Property Policy and Procedures to understand your responsibilities and the process for management of such IP.

In particular, you should note that the University's Regulations require you to transfer any IP rights arising from your research studies to the University, and oblige you to disclose any IP you create during your research studies. This enables the University to provide the professional legal and administrative services, financial backing and infrastructure necessary to support the protection, exploitation and further development of the IP. The IP arrangements also benefit students and researchers, who can participate in incentive and reward schemes when they develop IP that is successfully exploited, and who can undertake leading-edge applied research in collaboration with the University's top research teams.

To give effect to these provisions, you must execute several agreements which are appended to this letter as follows:¹

Appendix 1 – this is an assignment of all copyright and design rights arising in the work you will create in the course of your research studies. This includes copyright in your thesis, but copyright in any papers created for the purposes of publication are excluded from the assignment. You will retain copyright in such papers, subject to the conditions detailed in Appendix 1, to make it as easy as possible for you to assign copyright in papers to potential publishers.

Appendix 2 – there are certain types of IP, such as patents and trademarks which are not capable of actual assignment in advance of having been created. Appendix 2 comprises an agreement on your part to assign such IP once created.

Appendix 3 – obliges you to disclose full details of all IP created in the course of your research studies to the University and, at all times, to treat that IP as confidential information. If the University believes that IP is of a commercially valuable, patentable nature it will take steps to legally protect such IP in accordance with the Intellectual Property Policy and Procedures. In order to secure IP protection, it is essential that you observe the obligations of confidence detailed in this Appendix and **DO NOT** in any circumstances discuss the IP with anyone else or attempt to publish any papers in relation to it otherwise than as permitted at Appendix 1.

It is a condition of registration that you sign the Appendices and return a signed copy to staff in the Doctoral College. Failure to sign the Appendices will delay programme registration and may result in the University withdrawing its offer of admission to the degree programme for

¹ Please note that if your research study involves external bodies and funds, you may (if you have not already done so) be required to enter into additional agreements with those bodies and those documents will in some respects take precedence over the documents at the Appendices to this letter.

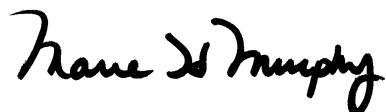
which you have applied. You are advised to seek independent legal advice on this matter prior to programme registration.

If at any time during or upon conclusion of your study the University decides not to exploit the IP assigned to it, the IP may be reassigned to you. Details of the reassignment procedure can be found in the Intellectual Property Policy and Procedures. You should at all times bear in mind that the University's ability to reassign IP may be subject to any arrangements entered into with external bodies in relation to the your research or its subject matter.

If you have any queries on IP and what it might mean for you, please contact the Department of Research and Impact in the first instance.

Please sign and date this document on the last page where indicated and return it to staff in the Doctoral College. Please make sure that as required your signature has been witnessed. Ulster staff can do this for you when you register. You may wish to keep a copy for your own records.

Yours faithfully

A handwritten signature in black ink, appearing to read 'M. Murphy', written in a cursive style.

Professor M Murphy
Dean of Postgraduate Research

Appendix 1 - Assignment of Intellectual Property Rights

Name of PhD researcher: _____

(Print Name)

Address of PhD researcher: _____

(Print Address)

Title of Work: _____

(Print Title)

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1. In consideration of the University permitting me to undertake the above titled work (the "Works") and in consideration of the University's agreement to take reasonable steps to exploit any intellectual property generated by virtue of the Works and distribute any resulting profits in accordance with the University's Intellectual Property Policy and Procedures from time to time, I hereby assign to the University absolutely the full legal and beneficial title in and to all such following rights throughout the world as shall be created in the course of my research studies save to the extent that such rights are required to vest directly in or be assigned to any external body which is connected with or otherwise involved in the funding of the Works:
- (a) the entire copyright and all other rights in the nature of copyright subsisting in the Works and in all preliminary drafts or earlier versions of the Works but excluding, subject to my agreement to be bound by the conditions set out at paragraph 3 below, copyright in any papers which I create for publication purposes;
 - (b) any database right subsisting in the Works and in all preliminary drafts or earlier versions of the Works; and
 - (c) all unregistered Community design rights, and design right and rights in the nature of design right, and the right to apply for registered design or similar protection conferred by the law of the UK and all other countries of the world, subsisting in the whole or any part of any designs generated as part of the Work and in all preliminary drafts or earlier versions of the Works and in the materials used in the creation of the Works;
 - (d) all other rights in the Works of whatever nature, whether now known or created in the future, to which I am now, or at any time after the date of this assignment may be, entitled by virtue of the laws in force in the United Kingdom and in any other part of the world, in each case for the whole term including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any

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of these assigned rights, whether occurring before, on, or after the date of this assignment.

2. In this Appendix the word "publication" means the publication of an abstract, article or paper in a journal or its presentation at a conference or seminar and the phrase "to publish" shall be construed accordingly.
3. In consideration of the University permitting me to retain copyright in any papers which I create for publication purposes, I agree to the following conditions:
 - (a) I will submit a copy of each proposed publication which I and/or my supervisor consider relates to potentially exploitable intellectual property generated during my Works to the Department of Research & Impact at least 30 days before the date of the proposed publication.
 - (b) The University may by giving me written notice ("a Confidentiality Notice") require me to delay the proposed Publication for a maximum of 3 months after receipt of the Confidentiality Notice if, in the University's reasonable opinion, that delay is necessary in order to seek patent or similar protection for the Works or any other intellectual property arising from my research.
 - (c) The University may by giving me written notice ("a Revision Notice") require me to make such revisions to the proposed publication as it considers reasonably necessary to protect the interests of both me and the University including the right to prohibit me from the publication of any intellectual property in respect of which the University is itself bound by an obligation of confidence to a third party.
 - (d) I acknowledge that if the University has not issued a Confidentiality Notice or a Revision Notice to me within 25 days of me providing the Department for Research & Impact with a copy thereof, I may proceed with my proposed publication.
4. I warrant that, the Works will at all times be generated by original work and will not be copied wholly or substantially from any other work or material or any other source.
5. I acknowledge that the University has an obligation to respect the moral rights of the PhD researcher in relation to any such Works and to identify the PhD researcher as the original author of the Works.
6. I confirm that I will be bound by and at all times adhere to and comply with the University's Regulations, Intellectual Property Policy and Procedures and all other applicable policies and procedures of the University from time to time.
7. I shall at the University's cost, perform all such further acts and things, and execute and deliver all such further documents, required by law or which the University requests to vest in it the full benefit of the right, title and interest assigned to the University under the assignment provided by this Appendix including assisting the University in obtaining, defending and enforcing

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registered designs, and assisting with any other proceedings which may be brought by or against the University against or by any third party relating to the rights hereby assigned.

8. This Assignment shall be governed by and construed in accordance with Northern Ireland law and shall be subject to the exclusive jurisdiction of the courts of Northern Ireland.

Appendix 2 - Agreement to Assign Future Intellectual Property Rights

Name of PhD researcher: _____

(Print Name)

Address of PhD researcher: _____

(Print Address)

Title of Work: _____

(Print Title)

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1. In consideration of the University permitting me to undertake the above titled work (the "Works") and in consideration of the University's agreement to take reasonable steps to exploit any intellectual property generated thereby and distribute any resulting profits in accordance with the University's Intellectual Property Policy and Procedures, I hereby agree that as soon as practicable following the creation of Intellectual Property Rights in the course of the Works, I shall complete an Invention Disclosure Form or Creative Work Disclosure Form in relation thereto and assign (as prescribed by either forms) to the University absolutely the full legal and beneficial title in and to such Intellectual Property Rights throughout the world save to the extent that such rights are required to vest directly in or be assigned to any external body which is connected with or otherwise involved in the funding of the Works.
 2. In this Appendix the phrase "Intellectual Property Rights" means patents, rights to inventions, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), copyright and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
 3. I warrant that, the Intellectual Property Rights will at all times be generated by original work and will not be copied wholly or substantially from any other work or material or any other source.
 4. I shall at the University's cost, perform all such further acts and things, and execute and deliver all such further documents, required by law or which the University requests to vest in it the full benefit of the right, title and interest which I have agreed to assign to the University under the Agreement to Assign provided by this Appendix including assisting the University in

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obtaining, defending and enforcing registered designs, and assisting with any other proceedings which may be brought by or against the University against or by any third party relating to the rights hereby agreed to be assigned.

5. I hereby appoint the University to be my attorney to execute and do any such instrument or thing, and generally to use my name, for the purpose of giving the University the benefit of this Agreement to Assign and securing to the University the ability to perfect the assignment of any Intellectual Property Rights which I have failed to assign in breach of the terms of my agreement to do so. I acknowledge in favour of a third party that a certificate in writing signed by anyone authorised by the University to do so to the effect that any instrument or act falls within the authority conferred by this Agreement to Assign shall be conclusive evidence that such is the case.
6. The power of attorney granted above is irrevocable as long as any of my obligations under this Agreement to Assign remain un-discharged.
7. Without prejudice to any other provision of this Appendix, the University may in acting as my attorney, in any way it thinks fit and in my name and on my behalf:
 - (a) take any action that this Agreement to Assign requires me to take; and
 - (b) exercise any rights which this Agreement to Assign gives to me.
8. I confirm that no failure or delay by the University to exercise any right or remedy provided to it under this Agreement to Assign or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
9. This Agreement to Assign shall be governed by and construed in accordance with Northern Ireland law and shall be subject to the exclusive jurisdiction of the courts of Northern Ireland.

Appendix 3 – Non Disclosure Agreement

Name of PhD researcher: _____

(Print Name)

Address of PhD researcher: _____

(Print Address)

Title of Work: _____

(Print Title)

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1. I acknowledge that upon registration as a PhD researcher of the University and in the course of undertaking the above titled work (the “Works”), I may generate, obtain or have access to information received in connection with or arising out of the Work or an associated project that the University has an obligation or commercial requirement to keep confidential (“Confidential Information”).
 2. For the purposes of this Appendix Confidential Information shall include but not be limited to the Intellectual Property Rights (as defined at Appendix 2 above) and all other rights in intellectual property which may from time to time arise pursuant to or in connection with the Works.
 3. In consideration of your disclosure of Confidential Information to me for the purposes of my research and in consideration of the University’s agreement to take reasonable steps to exploit any intellectual property generated by virtue of the Works and distribute any resulting profits in accordance with the University’s Intellectual Property Policy and Procedures, I undertake to respect and preserve the confidentiality of the Confidential Information. Accordingly, for a period of [5] years commencing on the date when I cease to be a PhD researcher at the University, I shall not, without your prior written consent, either:
 - (a) communicate or otherwise make available the Confidential Information to any third party; or
 - (b) use the Confidential Information for any purpose other than the Works and my research studies at the University.
 4. The obligations of confidence set out above in this Appendix shall not apply, or shall cease to apply, to such of the Confidential Information as I can show to your reasonable satisfaction:
 - (a) has become public knowledge other than through disclosure by me in breach of this Non-Disclosure Agreement; or
 - (b) was already known to me prior to disclosure by the University; or

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- (c) has been received by me from a third party who did not acquire it in confidence from you or from someone owing a duty of confidence to you.
- 5. I shall, whenever you so request, return to you all documents and other records relating to the Confidential Information or any of it in any form and whether or not such document or other record was itself provided by you.
- 6. I acknowledge that if I develop or use a product or a process which, in the reasonable opinion of the University, might have involved the use of any of the Confidential Information, I shall, at the written request of the University, supply to the University information reasonably necessary to establish that the Confidential Information has not been used or disclosed in order to develop or use that product or process.
- 7. Save for the right of publication detailed at Appendix 1, I acknowledge that I am not permitted to make, or permit any person to make, any public announcement concerning the Confidential Information or this Non-Disclosure Agreement without the prior written consent of the University except as required by law or any governmental or regulatory authority, or by any court or other authority of competent jurisdiction.
- 8. I acknowledge that:
 - (a) the University (or any applicable third parties) reserves all rights in the Confidential Information and no rights in respect of the Confidential Information are granted to me;
 - (b) nothing in this Non-Disclosure Agreement shall be construed or implied as obliging the University to disclose any specific type of information to me whether Confidential Information or not;
 - (c) the University does not make any express or implied warranty or representation concerning the Confidential Information, or the accuracy or completeness of the Confidential Information.
- 9. This Non-Disclosure Agreement shall be governed by and construed in accordance with Northern Ireland law and shall be subject to the exclusive jurisdiction of the courts of Northern Ireland.

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IN WITNESS WHEREOF I have executed and delivered the Assignment detailed at Appendix 1, the Agreement to Assign detailed at Appendix 2 and the Non-Disclosure Agreement detailed at Appendix 3 as deeds on the date stated below my signature.

EXECUTED AS A DEED

BY THE PHD RESEARCHER

(PhD researcher to sign here)

(Insert date of signature)

IN THE PRESENCE OF

(Witness to sign here)

(Print Witness Name)

(Print Witness Address)

(Print Witness Occupation)