

## UKM STUDENT IP POLICY (SUPPLEMENTARY)

Date Policy Introduced	2010
Date of Review	2012
Contact Office	Office of Deputy Vice-Chancellor (Research and Innovation)
Related legislation and policies	<ul style="list-style-type: none"> <li>• Trade Marks Act 1976</li> <li>• Copyright Act 1987</li> <li>• Patents Act 1983</li> <li>• Protection of New Plant Varieties Act 2004</li> <li>• Geographical Indication 2000</li> <li>• Industrial Design Act 1996</li> <li>• Layout Design of Integrated Circuits Act 2000</li>   <li>• UKM Intellectual Property Policy</li> <li>• UKM Associate Intellectual Property Policy (Supplementary)</li> <li>• UKM Intellectual Property Commercialisation Policy (Supplementary)</li> <li>• Intellectual Property Commercialisation Policy For Research &amp; Development (R&amp;D) Projects Funded By The Government Of Malaysia (June 2009)</li> <li>• National Budget (2008)</li> <li>• National Intellectual Property Policy (2007)</li> </ul>
Supporting documents/forms	<ul style="list-style-type: none"> <li>• Invention Disclosure Form</li> <li>• Certification of Master's/Doctoral Thesis</li> <li>• Employee's Deed of Assignment</li> <li>• Student's Deed of Assignment</li> <li>• Associate's Deed of Assignment</li> <li>• Confidentiality Agreement</li> <li>• Notice Relating to Independent Legal Advice</li> </ul>

## **1. PURPOSE OF POLICY**

- 1.1 This Policy applies to all Students of UKM. It sets forth UKM policies in relation to Student's Intellectual Property Rights (IPR) arising from their participation and contribution to research projects and activities at UKM.
- 1.2 This Policy, along with UKM Intellectual Property Policy, UKM Associate Intellectual Property Policy (Supplementary), UKM Intellectual Property Commercialization Policy (Supplementary) and other related policies forms part of UKM Intellectual Property Policy framework.

## **2. DEFINITIONS**

For the purpose of this Policy, the following definitions are used:

- 2.1 'Other Financial Assistance' means other means/avenue of funding, and does not include External Research Grant.
- 2.2 'External Research Grant' means any financial assistance funded by external organisation, either locally or internationally, and does not include financial assistance or research grants funded by UKM, either in cash or in kind.
- 2.3 'Non-exclusive rights, royalty-free, and perpetual licence' means for the duration of the applicable copyright, Originator of the IP grants non-exclusive rights to UKM to reproduce and distribute those works ( and does not include commercial purposes), without paying any royalty to the Originator,. The rights maybe exercised in all forms of media, including any future new forms created thereafter.
- 2.4 'Intellectual Property' means all forms of intellectual property protected under the laws of Malaysia or other legislations on intellectual property such as copyright, patents, industrial design, trade marks, geographical indication, layout designs of layout design, new plant varieties, know-how and confidential information.
- 2.5 'Commercialisation Expectation' means UKM has an expectation that it will manage the commercialisation of the IPRs.
- 2.6 'Student' means a registered Student of UKM
- 2.7 Associate student(s)' means non-UKM student supervised by UKM lecturer.

- 2.8 'Originator' means creator or author of Intellectual Property.
- 2.9 'Confidentiality Agreement' means an agreement which creates a confidential relationship between UKM, Originator/s and/or Associate/s. By entering into this agreement, the parties must not disclose all confidential information to other third parties that would be detrimental to UKM.
- 2.10 'Commercialisation' means to use, manufacture, assign, license, franchise, market or otherwise use the Intellectual Property for the purpose of generating income or other financial returns.
- 2.11 'UKM' means Universiti Kebangsaan Malaysia

### **3. PARTICIPATION OF STUDENT IN RESEARCH**

- 3.1 UKM encourages participation of Students in research projects and activities. UKM recognises that Students shall participate in research projects or activities which:
- a. are funded by any research grant, where UKM shall or shall not have contractual obligations;
  - b. revolve around Intellectual Property which belongs to a research team whose members are Employees of UKM;
  - c. revolve around Intellectual Property owned by UKM or licensed to UKM;
  - d. are created, developed or otherwise generated using the facilities, material, funds or other resources owned by UKM; or
  - e. are created with support and supervision of Employees of UKM.
- 3.2 All Students who participate in any research project or activity in the course of their study at UKM must sign a Confidentiality Agreement.

#### **4. OWNERSHIP OF IPRS CREATED BY STUDENTS**

- 4.1 All Intellectual Property created by Student/s in the course of their studies at UKM shall belong to the Student/s. However, UKM however, has a non-exclusive right, royalty-free, and perpetual licence to use, reproduce and distribute those works in any manner it deems fit and does not conflict with the moral rights of the authors.
- 4.2 UKM requires Student/s to assign in writing, the IPR to UKM, where:
- a. Student/s is an Employee of UKM;
  - b. the Intellectual Property is created, developed or otherwise generated using the facilities, material, funds or other resources owned by UKM;
  - c. the Intellectual Property is created with support and supervision of Employees of UKM;
  - d. the IPR belongs to a research team whose members are Employees of UKM; or
  - e. the Intellectual Property is commissioned or created under direct request of UKM.
- 4.3 UKM also requires Student/s to assign in writing, the IPR to UKM, where the research projects or activities:
- a. are funded by any research grant in which UKM has contractual obligations;
  - b. revolves around pre-existing Intellectual Property owned, or licensed to UKM; or
  - c. has Commercialisation Expectation.
- 4.4 Any IPR created by a Student with Other Financial Assistance shall be governed by the terms of the financial assistance agreement. UKM acknowledges that it is a pre-condition of the financial assistance that the sponsor shall own any Intellectual Property created during the period of the financial assistance, subject to the duty of disclosure and the protection UKM's interest. Ownership of IPR must name all researchers involved in the Inventors' List.
- 4.5 Any assignment of IPR to UKM does not involve Students thesis. Students' thesis belongs to the Students. However, UKM has a non-exclusive right, royalty-free, and perpetual licence to use, reproduce and distribute those

works in any manner it deems fit and does not conflict with the moral rights of the authors.

## **5. ASSIGNMENT OF STUDENT'S IPR**

5.1 Notwithstanding Clause 4 of this Policy, a Student may choose not to assign his IPR to UKM. It is the duty of the Student to make his decision known in writing to the supervisor or lead researcher. Thereafter:

- a. the Student, upon consultation with the supervisor or lead researcher, shall develop a different research project which does not come in conflict with Clause 4.2 of this Policy; and
- b. the Student shall not get involved with the research project or activity where UKM has prior contractual obligations with Associate/s, or revolves around pre-existing Intellectual Property owned by UKM or licensed to UKM.

5.2 Where a Student chooses to assign his IPR to UKM in compliance with Clause 4(2) of this Policy, the Student must sign a UKM Student Deed of Assignment. The Student may consult with an independent legal advice about the nature and effect of a UKM Student Deed of Assignment, and after obtaining such advice, the independent legal advisor must sign a Notice Relating to Independent Legal Advice.

## **6. DISTRIBUTION OF INCOME**

6.1 In accordance with Clause 7 of UKM IP Policy, all Originators of UKM Intellectual Property including Students will receive a share of the income derived from the commercialization of the Intellectual Property.

6.2 All matters relating to the distribution of income from the commercialisation of IPRs must be referred to Intellectual Property Commercialisation Policy For Research & Development (R&D) Projects Funded By The Government of Malaysia (June 2009) and UKM Intellectual Property Commercialisation Policy (Supplementary)