

Student Intellectual Property Policy

Student Intellectual Property Policy

Approved by:	Effective date:	Next review:
Education Committee	1 August 2025	June 2028

Policy Statement

Canterbury Christ Church University ('the University') actively encourages its staff and students to use the Intellectual Property (IP) they create effectively. The University aims to maximise the societal and economic value of IP and support all contributors to its creation.

This Policy outlines the University's approach to managing student IP, helping students identify and maximise the potential of creative outputs generated during their studies.

Who needs to know about the Policy?

- Deans of School and Heads of Department
- Research Supervisors
- Teaching Staff
- Managers, supervisors and others in control of work that entails the creation of Intellectual Property
- Students
- Applicants

Purpose of the Policy

The Student Intellectual Property Policy aims to:

- Help students to understand their rights and obligations under this Policy.
- Clarify ownership rights for Intellectual Property (IP) developed by students during their studies.
- Ensure fair treatment for all parties involved.
- Facilitate the development and protection of student-generated IP in which the University has an interest.
- Distribute income from IP fairly and provide adequate incentives for creators.

Key Points:

- Students retain ownership of IP created during their studies.
- Exceptions to student ownership apply under specific circumstances, such as substantial use of University resources, involvement in externally funded projects, shared activity, and waiving of fees for University staff. The Policy outlines these exceptions.



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Contacts

Students can access support regarding IP through

- (a) their supervisors or course directors
- (b) the University's Department of Enterprise and Engagement. This department is responsible for providing IP advice and assistance in liaison with Governance and Legal Services. The team can be contacted by emailing b2b@canterbury.ac.uk and can advise on protecting and commercialising IP, including seeking patents or trademarks.
- (c) for students registered on a research degree, the Graduate College

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Student Intellectual Property Policy

1. Aims of the Policy

The Student Intellectual Property Policy aims to:

- Help students to understand their rights and obligations under this Policy.
- Clarify ownership rights for Intellectual Property (IP) developed by students during their studies.
- Ensure fair treatment for all parties involved.
- Facilitate the development and protection of student-generated IP in which the University has an interest.
- Distribute income from IP fairly and provide adequate incentives for creators.

2. The Nature of Intellectual Property

‘Intellectual Property’ (or ‘IP’) means the results of any creative work or endeavour where human intellect is used and for which it may be possible to obtain registered and/ or unregistered protection. IP includes, but is not limited to, patents, trademarks (registered and unregistered), designs (registered and unregistered), copyright, database rights, know-how, trade secrets and plant variety rights.

Annex 1 sets out examples of IP.

3. Scope of the Policy

It extends to all enrolled students at the University, whether undertaken as taught undergraduate or postgraduate courses or as research programmes.

A separate policy sets out the arrangements for IP rights Employees’ (including students who are also Employees). The definition of ‘Employee’ is given in Annex 2.

Where the University sponsors an Employee(s) through the waiving of fees, the Employee(s) will assign IP rights to the University and will be subject to the Staff IP Policy.

Key elements of this Policy will be communicated to all students and supervisors through appropriate academic channels

4. International Students

The University recognises that international and externally funded students may face unique challenges regarding IP.

The University can help international students understand their rights and responsibilities, including support for navigating funding agreements and cultural or legal differences.

The University’s Department of Enterprise and Engagement (Contact: b2b@canterbury.ac.uk) can address specific IP queries.

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5. Use of Third-Party IP

The Policy does not cover the use of copyrighted materials and IP owned by another person or organisation (known as 'third-party IP') by students for personal study, research, or assessment.

Students intending to use any IP provided or owned by a third party must ensure that they have the appropriate permission to do so. Students using generative AI tools in the creation of IP must disclose this use at the earliest opportunity, ideally at the outset of the project or as soon as the use of AI contributes materially to the output. This is to allow the student time to determine any IP, copyright, or third-party implications.

Students can include modest amounts of third-party material under the copyright exception of fair dealing for criticism or review. Including more extensive amounts of material requires the student to obtain permission from the rights owner.

Students are solely responsible for obtaining written permission to include copyrighted material from others. This requirement is of particular importance for those students intending to publish material from their work, primarily research students whose thesis is subject to publication in the [Research Space Repository - Canterbury Christ Church University](#).

Advice on the use of third-party copyright materials for study and assessment purposes is available from Library and Learning Resources).

6. Incorporation into Student Terms and Conditions

As part of the University's commitment to transparency, applicants and students will have a summary of the Student Intellectual Property Policy as part of the Terms and Conditions. This summary will include provisions such as student ownership of IP, exceptions, and the University's rights under the Policy. This information will also be accessible through the University's website and prospectus, as well as through offer letters for research students.

The Student Handbook will include references to the Policy for all students.

Ownership of Student IP

The University agrees that IP created by students during their studies belongs to the student, except where the University may assert a proprietary interest in such IP rights under the conditions provided in section 11 of this Policy. IP created by students extends beyond traditional research outputs and written work. Students generate valuable IP across a wide range of disciplines, including digital design, creative industries, and software development.

Such creations by students include:

- **Academic Outputs:** essays, posters or presentations, dissertations, theses and research papers; and laboratory notebooks and experimental data
- **Performance and Creative Arts:** artwork, designs, musical compositions, recordings, performances, choreography, stage productions, and installations or multimedia projects
- **Software and Digital Tools:** Computer software code, algorithms, or applications; databases or digital content; apps

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- **Innovations and Inventions:** Prototypes, devices, or systems developed during coursework or research; and new methods, techniques, or processes
- **Academic Contributions:** Contributions to collaborative projects or group work resulting in shared IP. Where group projects form part of assessed coursework, the default position is that all student contributors are deemed to have equal rights to the resulting IP unless otherwise agreed by the group.
- **Business Concepts:** Business plans or entrepreneurial proposals; Marketing strategies or product concepts; logos
- **Placements:** Work undertaken during internships or placements that form assessed work. There IP is subject to the placement or internship agreement or the IP policy of the placement or internship provider
- **Patents and Designs:** Patentable inventions or registered designs arising from projects
- **Games Design and Development:** Original video games, game mechanics, character designs, level designs, and unique coding algorithms for game engines
- **Film, Animation, and Digital Media:** Original scripts, storyboards, animations, film productions, motion graphics, and interactive media
- **Software and App Development:** Custom-built applications, AI models, digital tools, and open-source software contributions
- **Engineering and Product Design:** Prototypes, mechanical innovations, and user-interface designs

7. Rights, Licensing, and Confidentiality

As a student, you will keep sole ownership of any IP you create as part of your academic course or programme (subject to any conditions contained in this Policy).

However, you agree to grant the University a perpetual, non-exclusive, royalty-free licence to use your IP solely for purposes of teaching, research, assessment, and the promotion of University activities including a right to sub-licence the IP for any of the purposes already stated.

This licence will not restrict your right to commercialise or develop your IP independently.

The University acknowledges the importance of safeguarding student IP. The University will treat all information related to student-created IP as Confidential Information (see definition in Annex 2).

A student seeking legal protection for their IP may request that the University does not disclose such IP until after registration of their IP rights. The University can arrange non-disclosure agreements (NDAs) upon request and for a fee agreed in advance, especially when legal protection for IP is sought. The University will not disclose confidential student IP without the student's prior written consent.

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Shared Ownership of Student IP in Team-Based Projects as part of a Course

Where group projects form part of assessed coursework, the default position is that all student contributors are deemed to have equal rights to the resulting IP unless otherwise agreed at the start by the Group. Where it is not possible to determine IP needs at the outset of a group project, the University will facilitate an agreement retrospectively, ensuring fair treatment.

Shared Ownership of Student IP in Team-Based Projects Outside Study for a Course

Where IP is generated by a team of students in activities outside their assessed academic course (e.g., student enterprises, competitions, or creative collaborations), students are advised to agree, in writing, the ownership, contributions, and dispute resolution arrangements at the outset to ensure fairness.

While the University does not assert a proprietary interest in such cases, it may provide guidance where needed to help students formalise fair agreements depending on the University's formal engagement in organising the activities.

8. Student Disclosure of Potential IP Issues

The University encourages students to disclose any potential IP issues as early as possible. It includes:

- Intent to commercialise their work.
- Use of significant University resources.
- Potential use of third-party IP.

Early disclosure allows the University to provide timely support and avoid potential disputes.

Responsibilities for Disclosing IP Use and Ownership

Students covered by this Policy must inform their supervisor, course director or head of department (as appropriate) at the start of their work or on becoming aware of the following:

- Any potentially exploitable IP arising from their work.
- Any third-party ownership of IP used or referred to in their work.
- Any planned use of existing University IP in their work.
- Any IP they own that they intend for University use.

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9. University Assertion of Proprietary IP Interests

The University may assert a proprietary interest in IP created by registered students and require the assignment of IP under the following circumstances:

1. **Use of University Resources:** Development of the IP involves substantial use of University resources or services beyond what is required to meet standard course requirements. If IP is likely to be generated outside the scope of a student's studies but involves significant University resources, they must formalise ownership agreements before making use of the resources. This refers to University resources beyond those normally provided as part of a student's course of study, such as additional facilities, funding, or specialised support services. Investment in or support of commercial development of such materials created by the student will be approved by the University only when an Intellectual Property Assignment Agreement is in place, which transfers ownership to the University. The definition of an Intellectual Property Assignment Agreement is given in Annex 2.
2. **Use of Existing University IP:** The student builds upon or uses existing IP generated by University staff.
3. **Team Contributions:** The IP is part of the work generated by a team in which the student is involved directly or indirectly outside their studies. For team-based projects, all members must formalise shared IP arrangements in writing before project commencement, outlining contributions, ownership percentages, and dispute resolution mechanisms.
4. **University-Funded Projects:** The student is involved in a project funded by the University. The convenor or leader of the project will provide clear guidance on how ownership of shared IP will be determined and formalised at the outset of the project.
5. **Externally Sponsored Projects:**
 - The student takes part in a project or competition sponsored by a third party that requires all resulting IP to be owned by the sponsor, causing the assignment of IP to the University for onward assignment to the third party.
 - The student holds an externally funded studentship where the sponsor has ownership rights or requires either the sponsor or the University to own the IP.
 - The student takes part in an externally funded research programme where the assignment of IP to the University, the funder, or a third party is a condition of funding.
 - If a student does not assign their right to the University, the University may, at its sole discretion, withhold the student from the funded project.
6. **Financial Support for Staff:** The student is a member of staff, including Research Assistants and Knowledge Transfer Partnership Associates, and receives significant financial support from the University, such as a fee waiver. Where this is the case, the student as a staff member will be subject to the Staff Intellectual Property Policy rather than the Student Intellectual Property Policy.

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7. **University Support for Commercial Development:** Where the University invests in or supports the commercial development of student materials, an IP Assignment Agreement should be in place at the earliest opportunity. The University will create a written agreement with the student setting out the terms.
8. **Student Arranged Sponsorship:** If a student starts at the University with funding from an external organisation, the sponsor may have rights to any IP the student creates. The sponsorship could be arranged by either the student or the University. The funding agreement the student signed should clearly state the ownership of this IP. For instance, if an organisation funds a student's study, the contract may state that the organisation owns the IP created during studies for the degree.

Student Agreement to the Assignment of IP

The University will inform students of any conditions relating to the assignment of their IP, usually at the start of the relevant projects or courses.

Students must sign a formal agreement clarifying IP ownership before using University resources or engaging in externally funded work.

Student Obligations for IP Ownership and Assignment

In all cases, the specific circumstances will determine whether the University asserts a proprietary interest or requires IP assignment to comply with funding conditions or protect its interests.

Where the University determines that any of the exceptions outlined above apply, the student must take all reasonable steps to ensure that ownership of the Student IP is assigned as described. It includes providing documents and performing actions reasonably required to achieve this.

10. Process of Assignment of Student IP to the University

Effects of Assignment

When students assign IP to the University, the University will reward students as if they were University employees, and they will benefit from the same support.

The University will determine the ultimate ownership of such IP under the terms of agreements with any third parties.

Confidentiality

Students must not disclose to third parties any Confidential Information shared with them by the University, as would be the case for employees. They must:

- Keep details about the IP confidential until the University agrees to its release.
- Help protect the University's IP rights by maintaining records of its creation.

As a condition of involving a student in specific projects sponsored by third parties, the University may require the student to sign Confidentiality Agreements or give undertakings as to confidentiality or the treatment of IP to allow the University to comply with its contractual obligations. The definition of a Confidentiality Agreement is given in Annex 2.

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Supervisors will conduct regular reviews to ensure compliance with Confidentiality Agreements in sponsored research.

Transfer of IP Rights

Transferring University IP to third parties is prohibited without prior approval from the University.

11. Revenue Sharing

Where the University asserts a proprietary interest in IP created by registered students and requires the assignment of IP under the circumstances set out in Section 11, the University will reward a student on the same terms as employees regarding the revenue share scheme outlined below.

Understanding Revenue in IP Commercialisation

When students develop IP with commercial potential, the revenue generated from licensing, patents, partnerships, and other costs is subject to deductions before determining the final amount available for distribution.

- **Gross Revenue** refers to the total income generated from a student's IP before any deductions. It includes all licensing fees, funding from external sponsors, or profits from commercialisation.
- **Net Revenue** is the actual income available after deducting expenses, such as legal fees, marketing costs, patent registration, marketing expenses and administrative costs. It represents the actual financial return from the commercialisation of IP.

Worked Example

A student's patented invention earns £30,000 in total (gross) revenue.

However, after deducting £5,000 in patent registration fees, £1,000 in administration and marketing fees, and £3,000 in legal costs, the net revenue available for distribution is £21,000.

Under the University's revenue-sharing model, students receive their portion of the net revenue, ensuring fair compensation for their contributions.

The University will share net revenue generated from student-created IP assigned to the University under the circumstances set out in Section 11 equitably, based on the University's standard revenue-sharing scheme for employees.

Students will receive a detailed statement outlining the specific percentage of net income allocated to them, reflecting their unique contributions.

The University will ensure that revenue-sharing agreements are fair and consider the unique contributions of students from diverse backgrounds.

Revenue-sharing agreements will be entered into on a case-by-case basis. Usually, an agreement regarding the apportionment of net income arising from the commercialisation of IP invented by a student will be on the scale set out below. However, this is only guidance, and the University reserves the right to vary this following the student's explicit written agreement when entering the revenue-sharing agreement.

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The following scale is indicative and applies unless a bespoke revenue-sharing agreement is negotiated and agreed in writing between the student and the University. In this case, the University and the Student will enter into a revenue sharing agreement which will be binding on both parties..

Net Income	Student	Department/School	University
£0 - £10,000	100%	0%	0%
Additional revenue up to a further £20,000 (i.e. between £10,001 and £30,000)	50%	25%	25%
Any additional revenue beyond this (i.e. over £30,000)	33.3%	33.3%	33.3%

Therefore, the first £10,000 of net revenue will be paid entirely to the students. The net revenue-sharing arrangement above applies to schemes raising over £10,000.

The University will deduct from the gross revenue from such commercialisation of its IP all expenses incurred by the University and any University subsidiary in connection with

- the registration, marketing and commercialisation of the relevant IP (including all fees of patent agents and lawyers and costs of regulatory approvals)
- any taxes or charges that the University is required to deduct by law.

The Financial Accountant will determine the net income assigned to the student, department and University.

Worked example

If the total net revenue (i.e. after the recovery of the University's investment costs) is £30,000.00, the student(s) will be entitled to the first £10,000.

The remaining £20,000 (the portion over the first £10,000 which goes entirely to the student) is divided as follows:

50% of £20,000 (£10,000) – to the student

25% of £20,000 (£5,000) - to the academic department/school

25% of £20,000 (£5,000) - to the University

This means that the student receives £20,000 of the total net revenue (i.e., after deducting the University's costs, patent, legal and agent fees, taxes and charges from the gross revenue).

In the event more than one IP generator is involved, the distribution of their share of the net income between themselves shall be for them to determine. In the event of the IP generator's death, entitlement to royalties shall

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transfer to the IP generator's estate, provided that the total net revenue to all such parties shall not exceed 1/3 of the total net revenue.

Until the student has provided satisfactory evidence to the University, prior to any IP developmental work taking place, that all persons who created the IP have agreed to ownership and shares of the potential outputs of the IP and the royalty distribution or have waived any rights in the same, the University is under no obligation to pay any share of the net income.

The University will be entitled to pay the share of the net revenue to any party it deems in its sole discretion as appropriate. The University will retain any interest earned on the net income.

12. Dispute Resolution

The University aims to resolve Intellectual Property (IP) disputes fairly, efficiently, and transparently. This section outlines the available processes for students to address concerns related to IP ownership, revenue-sharing agreements, and related matters.

12.1 Informal Resolution and Mediation

Before escalating an issue formally, students are encouraged to seek an informal resolution. The University provides the following options:

- Discussion with Academic Staff: Students should first raise their concerns with their supervisor, course director, or department head to explore potential solutions.
- Consultation with the University's Enterprise and Engagement Team: This team can offer guidance on IP matters and may help clarify misunderstandings.
- Mediation: If an issue cannot be resolved through initial discussions, the University may offer voluntary mediation. Mediation is a confidential process designed to facilitate an agreement between the parties. A neutral mediator—appointed by the University—will help reach a fair outcome. Mediation does not determine fault but provides an opportunity for resolution before initiating a formal procedure.

Mediation is not compulsory and does not replace a student's right to make a formal complaint if they remain dissatisfied.

12.2 Formal Complaints Procedure

If a dispute cannot be resolved informally or through mediation, the student can complain under the Student Complaints Procedure.

Students who have completed the University's internal procedures and remain dissatisfied with the outcome may complain to the Office of the Independent Adjudicator (OIA) for Higher Education. Complaints need to be submitted to the OIA within 12 months of the issue of the Completion of Procedures (CoP).

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13. Consequences for Students of Breach of the Policy

If students breach this Policy, the University may take any disciplinary action through the University's Student Conduct Procedure. The Procedure explains how the University will consider allegations of misconduct.

The outcomes from the Student Conduct Procedures may be referred to the relevant departments for legal steps to remedy the breach.

14. Amendments to the Policy

The University may amend this Policy through recommendations submitted for approval by the Education Committee or any successor body.

The Education Committee will review this Policy every three years, following a consultation with students and the Students' Union, to ensure it complies with consumer protection legislation, aligns with emerging best practices in IP management, and incorporates feedback from students and stakeholders.

The University will communicate updates to students and make them publicly accessible through its website.

15. Advice and Support

Students can access support regarding IP through

- (a) their supervisors or course directors.
- (b) the University's Department of Enterprise and Engagement. It is the department responsible for providing IP advice and assistance in liaison with Governance and Legal Services. The team can be contacted by emailing b2b@canterbury.ac.uk and can advise on protecting and commercialising IP, including seeking patents or trademarks.
- (c) for students registered on a research degree, the Graduate College.

Supervisors will receive training and guidance on IP issues, including support for advising students engaged in collaborative or creative projects

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Annex 1 Examples of Intellectual Property

Copyright

Protects original works such as:

- Literary works (essays, dissertations, research papers, novels, poetry).
- Artistic works (paintings, drawings, sculptures, digital illustrations).
- Musical compositions, lyrics, and recordings.
- Dramatic works (scripts, stage plays, choreography).
- Films, videos, and multimedia productions.
- Podcasts and digital broadcasts.
- Software code, algorithms, and digital platforms.

Moral Rights

Protect personal rights linked to authorship and reputation, including:

- The right to be identified as the author of a work.
- The right to object to derogatory treatment or modification of a work.
- The right to object to false attribution.

Database Rights

Protect the arrangement and substantial investment in compiling databases, including:

- Research datasets compiled by students.
- User-generated data in student-created applications.
- Curated collections of information for academic or commercial purposes.

Patents

Protect technical inventions that are new and non-obvious, including:

- Innovative engineering designs, mechanical inventions, and robotics.
- New chemical compounds or materials developed in research.
- Biomedical devices, diagnostics, and prosthetic technologies.
- AI-driven automation processes and optimisation algorithms.

Trademarks

Protect distinctive signs, symbols, and branding, including:

- Logos and brand identities for student-led businesses or startups.
- Unique product packaging and designations.

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- Game and app titles that establish brand recognition.

Designs

Protect the appearance and aesthetics of products, including:

- Industrial product designs and prototypes.
- User interface (UI) and experience (UX) designs for apps and websites.
- Character designs, animation styles, and digital assets.
- Fashion designs, clothing patterns, and textile innovations.

Know-How and Confidential Information

Protect trade secrets, business processes, and proprietary methods, including:

- Game mechanics and unique level designs in video games
- Production techniques for film, animation, and special effects
- Unpublished business strategies or entrepreneurial concepts
- Confidential medical or scientific research methodologies

Games Design and Development

- Custom-built game engines or modifications
- Unique gameplay mechanics, control systems, or user interfaces
- Character designs, world-building elements, and in-game assets
- Virtual and augmented reality (VR/AR) interactive experiences

Software and App Development

- Mobile applications and digital tools
- AI-driven models and machine learning applications
- Open-source contributions and proprietary software solutions
- Blockchain-based systems and decentralised applications (DApps)

Digital Media and Content Creation

- Augmented and virtual reality (AR/VR) experiences
- Digital storytelling, interactive fiction, and multimedia projects
- Motion graphics, animations, and special effects sequences
- 3D models and digital sculptures used in gaming or architecture

Business and Entrepreneurship

- Original business models, startup plans, and market strategies
- E-commerce branding and digital marketing content
- Social media campaigns and influencer branding strategies
- Product prototypes developed for industry competitions or startup projects



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Engineering and Product Design

- Innovative mechanical systems and smart devices
- Sustainable energy solutions and green technologies
- Wearable technology, medical devices, and health monitoring tools
- Intelligent transportation and automation solutions

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Annex 2 Definitions

‘Confidential Information’ means any information, regardless of whether it is marked ‘confidential’, that:

- is not publicly available; and/or
- a reasonable person would consider to be confidential; and/or
- the disclosure of which may prevent or invalidate the ability of the University to properly protect and/ or commercialise an invention or idea which may result from the information; and/or
- has (or may have commercial value because of its confidential nature and for which the owner has made reasonable efforts to keep confidential, including information that has been received from a party external to the University, where the person who has received the information has been made aware that the information is to be treated as confidential; and /or
- the disclosure of which would be a disadvantage to the commercial interests or business affairs of the University

It includes but is not limited to:

- know-how
- research results
- trade secrets
- technical secrets
- technical or operational performance and business data
- marketing and business plans
- target customer sales list

‘Confidentiality Agreement’ means a legal contract typically part of a larger group of engagement contracts between at least two parties that outline confidential information, knowledge, or information that all parties wish to share with one another that would otherwise be restricted. These are often used to protect early forms of IP, to keep trade secrets or simply to limit information from being readily available to the general public.

‘Employee’ means any employee of the University (whether permanent, temporary, paid or unpaid) and includes

(1) any person with a professional or honorary appointment to the University

(2) any visiting emeritus member of staff of another higher education institution who is engaged in research or any other capacity at the University



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(3) any secondee from a third party

(4) any individual who has signed a contract for services or consultancy agreement with the University.

'Intellectual Property' (or 'IP') means the results of any creative work or endeavour where human intellect is used, and for which it may be possible to obtain registered and/ or unregistered protection. IP includes, but is not limited to, patents, trademarks (registered and unregistered), designs (registered and unregistered), copyright, database rights, know-how, trade secrets and plant variety rights.

'Intellectual Property Assignment Agreement' means a legal contract in which the creator(s) of Intellectual Property (such as patents, copyrights, trademarks, or trade secrets) transfers or assigns their ownership rights to another party, in this case, the University.

Student Intellectual Property Policy

Document information	Description of document information
Document title	Student Intellectual Property Policy
Department owner	Quality Assurance and Enhancement
Document category	Academic - Documents directly affecting research, assessment or teaching within the University Administrative practice - Documents of an administrative or operational nature Ethics and compliance - Documents concerning appropriate conduct or compliance with legal or regulatory requirements Financial - Documents relating to accounting, budgeting, procurement, travel and other financial functions Governance - Documents relating to the governance of the University Students - documents directly affecting student life at the University
Document owner	Director of Quality Assurance and Enhancement
Document manager	Head of Quality (Governance, Regulation and Compliance)
Related University policies	Intellectual Property Policy - Staff
Related University procedures	Student terms and conditions - Canterbury Christ Church University Student complaints - Canterbury Christ Church University Student Conduct - Canterbury Christ Church University
Approved by	Education Committee
Date approved	26 March 2025
Date of commencement	1 August 2025
Review date	June 2028
Version	2.0
History of revisions of the document	1.0 Academic Board July 2014 2.0 Education Committee March 2025
Web address	Intellectual property students