

ASSIGNATION AND CONFIDENTIALITY AGREEMENT

Between

[REDACTED], residing at [enter full postal address] (the “**Student**”)

and

The University Court of the University of Edinburgh, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts and having its principal offices at Old College, South Bridge, Edinburgh EH8 9YL (the “**University**”)

Background

- (A) The Student is (or will be) a matriculated student at the University and is (or will be) carrying out research pursuant to his/her PhD into “[insert title of research project]” (as may be amended from time to time during the course of his/her PhD), having started on or due to start on or around [enter start date] and currently scheduled to end on or around [enter anticipated end date] (or later, if extended during the course of his/her PhD) (the “**Research**”).
- (B) In the course of undertaking the Research, the Student may contribute to the development of new technology and / or discover / create inventions (the “**Inventions**”).
- (C) The Student has agreed to assign, insofar as legally possible, to the University his/her whole right, title and interest in and to (i) the Inventions and (ii) all existing and future Intellectual Property Rights (as herein defined) in the Inventions or otherwise arising out of the Research.
- (D) The Student shall, during the course of the Research, receive certain commercial and / or technical information, which is of a confidential nature, and which the University requires should be protected on the terms set out in this Agreement.

Terms and Conditions

It is hereby agreed as follows:

1. In this Agreement, the following expressions shall have the following meanings:
 - 1.1 “**Agreement**” means this assignment and confidentiality agreement;
 - 1.2 “**Arising IPR**” means all existing and future Intellectual Property Rights in the Inventions and otherwise arising out of the Research;
 - 1.3 “**Information**” means any technical or commercial information of a confidential nature, including, without limitation, specifications, drawings, designs, computer software and know-how which is or has been disclosed by the University or by [CASE partner] to the Student either (i) in tangible or visible form or (ii) communicated orally. Information shall include, without limitation, any sample or article incorporating or derived from the Information and whether or not provided by the University; and

- 1.4 “**Intellectual Property Rights**” means all and any patents, trade marks (both registered and unregistered), design rights (both registered and unregistered), semiconductor topography rights, copyright, database right, right of confidence and any and all other forms of intellectual or industrial property right and / or protection, whether arising automatically at law or otherwise, in each and every part of the world and any and all applications for the same.
2. The Student **HEREBY ASSIGNS** to the University, insofar as legally possible, his/her whole right, title and interest in and to (i) the Inventions and (ii) Arising IPR.
 3. The University undertakes to apply the University’s Revenue Sharing Policy as set out in the Schedule to this Agreement (as such policy may be amended from time to time) to the Student. By signing this Agreement the Student confirms s/he has read and accepts the said policy.
 4. The Student shall at the request and expense of the University, execute sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the University to enable the University (or the nominee of the University) to enjoy the full benefit of the property and rights assigned by this Agreement.
 5. Without limitation to the provisions of **Clause 4**, in the event of the University applying for patent or other intellectual property protection for the Inventions, the Student shall, at the request and expense of the University, execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the University (i) to enable the University (or the nominee of the University) to apply for such patent or other protection and (ii) to ensure that any Arising IPR shall vest wholly and exclusively in the University.
 6. The Student hereby irrevocably appoints the University as his/her Attorney to execute and do any instrument or thing in his/her name and on his/her behalf as may be required by the University to enable the University to enjoy the full benefit of the rights assigned by this Agreement.
 7. The Student undertakes to hold upon trust for the University absolutely the entire interest of the Student in and to such of (i) the Inventions and (ii) Arising IPR as cannot be assigned hereunder together with the entire benefit of such rights.
 8. The Student undertakes that s/he will not publish or disclose any particulars of the Research, the Inventions or the Information to any person without the prior written consent of the University, save that nothing contained in this Agreement shall prevent: (i) the submission of a thesis to examiners in accordance with the normal regulations of the University, subject, where appropriate, to such examiners being bound by appropriate conditions of confidentiality; or (ii) the placing of any such thesis in the library of the University, provided that access to such thesis shall only be available on appropriate conditions of confidentiality.

9. Without prejudice to the provisions of **Clause 8**, the Student undertakes, for a period of five (5) years after the date of disclosure of Information (except to the extent that the provisions of **Clauses 8** and **9** are superseded by another relevant agreement or contract between the University and the Student) notwithstanding earlier termination of this Agreement for any reason: -
 - 9.1 to keep Information confidential;
 - 9.2 not to communicate or otherwise make available Information to any third party except with prior written consent of the University;
 - 9.3 not to use, or allow to be used, Information except solely in relation to the Research, unless (and then only to the extent to which) any further use of specific Information is authorised in writing by the University; and
 - 9.4 not to make, or cause to be made, commercial use of Information unless and then only to the extent which such further use of specific Information is authorised in writing by the University.
10. The protection to be accorded to Information does not and shall not extend to any Information which:-
 - 10.1 at the time of disclosure was, or thereafter became, part of the public domain otherwise than through the fault or negligence of the Student;
 - 10.2 has, at the date of disclosure by the University, been lawfully obtained by the Student from a third party with full rights of disclosure;
 - 10.3 can be clearly demonstrated to have been developed by the Student independent of Information received; or
 - 10.4 has been approved for unlimited release or use in writing by the University.
11. The Student shall return promptly to the University, at the University's request, all Information, including copies thereof in any medium, in the Student's possession or control or make such other disposal or disposition thereof as may be stipulated by the University.
12. Except as expressly provided, nothing in this Agreement nor the subsequent disclosure of Information pursuant to this Agreement shall be construed as granting or confirming either expressly or impliedly any rights, licence or relationship between the University and the Student.
13. By signing this Agreement the Student acknowledges having received and read the guidance note set out in the Schedule.

14. This Agreement shall be governed by and construed in accordance with the laws of Scotland.

IN WITNESS WHEREOF this Agreement is executed by the University and the Student as follows: -

Signed for and on behalf of the University Court of the University of Edinburgh

Signature Date

Designation

Witness

Full Name

Address

I hereby acknowledge that a representative of the University of Edinburgh has explained to me that:

- the results of my Research will be owned by the University;
- in the event that the University generates revenue from these results, a proportion of any net revenue will be payable to me, where I have made an inventive contribution to such results, and may be payable in other circumstances, in each case in accordance with the University's then current revenue sharing policy;
- all Information which I come across may be confidential in nature and must be treated as such; and
- this is a legally binding document.

I confirm that the terms of this Agreement are hereby accepted and agreed

Signature Date

[Name of Student]

Witness

Full Name

Address

This is the Schedule referred to in the foregoing Assignment and Confidentiality Agreement between the University Court of the University of Edinburgh and [enter full name of student]

CURRENT UNIVERSITY REVENUE SHARING POLICY

This policy sets out the division of income obtained by the University from exploitation of research results.

The allocations of royalty income currently approved by the University are as follows:

	First £50,000	All income over £50,000
	%	%
Inventor	50	35
Department	30	35
University	20	30

Guidance Meeting on the Assignment and Confidentiality Agreement

The purpose of this note is to explain to you, the student, what signing the Assignment and Confidentiality Agreement means.

The Assignment and Confidentiality Agreement has two purposes: (first) it is intended to ensure that where any research is undertaken within the University of Edinburgh, the results arising from that research will belong to the University of Edinburgh; and (second) that anyone involved in such research is aware of the confidential nature of the research.

1. The Agreement is a legally binding document.
2. Although an attempt has been made below to clarify for you the significance of some of the provisions, you are entitled to seek independent legal advice before signing the Agreement.
3. The University will own the results arising from research carried out in the course of your studies at the University.
4. If the University wishes to apply for a patent to protect any of the results, the University may require you to sign appropriate documentation to enable a patent application to be submitted, or to give the University the right to act on your behalf, to achieve the same outcome. Any patent granted will belong to the University.
5. If the University is able to make any money out of any research results generated by you, (whether patented or not), then a proportion of that money will be payable to you where you have made an inventive contribution to such research results, and may be payable in other circumstances, in each case in accordance with the University's then current revenue sharing policy.
6. Information which you come across in the course of your research may be confidential to the University or to a third party. It is extremely important that such information should

be kept confidential and not disclosed to or discussed with anyone who does not have a right to receive that information. It is better to be cautious, and if you are in any doubt about whether you may disclose any specific information, you should ask your Supervisor or Head of School.

7. Where a proposed thesis contains information which is confidential or which might prejudice a patent application, the University can require that access to your thesis is carefully controlled in order to protect the information in question, but only for as long as is necessary.