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IDEA College

Intellectual Property (IP) Policy

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<p align="center"><u>It is IMPORTANT to always make sure that the latest version of a policy document is consulted.</u></p>

Contents

1. Purpose.....	5
2. Scope	5
3. Key Principles.....	5
4. Definitions	6
5. Intellectual Property: Ownership, Rights, and Responsibilities	7
5.1 Ownership.....	7
5.1.1 Models of Ownership	7
5.2 Copyright Ownership	8
5.3 Moral Rights of the Author.....	8
5.4 Third-Party Copyrights.....	9
5.5 Intellectual Property for Commercialisation	9
5.5.1 Internal Commercialisation.....	9
5.5.2 Collaborative / External Commercialisation	9
5.6 Disclosure of Intellectual Property	9
5.7 Embargo of Intellectual Property	10
6. Ownership of Intellectual Property Arising from IDEA College Activities	11
6.1 Introduction to Intellectual Property at IDEA College	11
7. Publication and Dissemination	12
8. IP Owned by IDEA College	13
9. Commercially Exploitable IP	13
10. IP Generated with Third Parties	14
11. Private Consultancy.....	14
12. Joint Ownership and Dispute Resolution.....	14
13. Procedure for Managing Intellectual Property at IDEA College	15
14. Training and Professional Development	15
15. Appendix 1 - IDEA College Intellectual Property Disclosure Form.....	16
16. Appendix 2 - IDEA College Intellectual Property Embargo Request Form.....	17
17. Appendix 3 - Intellectual Property (IP) Acknowledgment and Agreement Form.....	18

1. Purpose

The purpose of the IP Policy is to regulate the ownership of intellectual property arising from creation of material, development of resources, and research and innovation activities conducted by IDEA College staff, students and research groups; and to establish clear, fair, and equitable guidelines for knowledge transfer and commercialisation in line with EU guidelines on knowledge transfer.

2. Scope

This policy applies to all IDEA College researchers—including staff, associates, and student researchers—who engage in any research-related activity that may result in the creation of intellectual property. It applies to both individual and collaborative work, regardless of whether the research is funded, unfunded, internal, or conducted in partnership with external entities.

3. Key Principles

The following principles govern the management of intellectual property (IP) arising from research activities at IDEA College. They ensure that IP is properly identified, protected, and used in a manner that supports academic integrity, encourages innovation, and upholds the rights and responsibilities of all contributors. These principles apply to all researchers and collaborators involved in IDEA College research, regardless of funding source or institutional affiliation.

- All IP generated as part of IDEA College research activities is subject to institutional oversight and protection.
- Creators of IP are entitled to recognition and equitable benefit-sharing, as per applicable agreements.
- Disclosure of potential IP must occur as early as possible using the official IDEA IP Disclosure Form.
- Commercialisation or external dissemination of IP requires prior review and approval.
- Collaboration agreements (legal or formal documents signed by partners working together, e.g., between the College and a company, or between researchers) must specify IP ownership, use, and revenue-sharing.

4. Definitions

Assessable Student Work	The term refers to any material submitted for the purpose of formal academic assessment, such as essays, projects, theses, or dissertations.
Collaborative Research	Collaborative research is a joint research activity involving two or more parties—such as individuals, departments, institutions, or external organisations—who contribute intellectual effort, resources, or funding toward a shared objective. This is typically governed by formal agreements that define roles, ownership of intellectual property, rights to publish, confidentiality, and procedures for resolving disputes.
College Initiative	College Initiative refers to research projects initiated by the College which may be conducted by professional researchers e.g., individuals, collaborators, partners. Such projects may also involve the use of students' fragmented studies, with all compilation and analysis carried out by professional researchers appointed by the College, following approval of the students who conducted original research.
Commercialisation	The process of protecting, marketing, licensing, or otherwise deriving commercial value from intellectual property.
Commercialisation Rights	Commercialisation rights refer to the rights to develop, protect, market, license, sell, or otherwise exploit intellectual property (IP) for financial or commercial gain.
Contracted Research	Contracted research refers to research conducted by IDEA College (or its staff or students) on behalf of the college or an external organisation—such as a company, government agency, or non-profit—under the terms of a formal agreement. The external party typically provides funding or resources and may impose specific objectives, deliverables, timelines, or conditions regarding ownership, confidentiality, and use of the resulting intellectual property.
Licensing	Licensing covers the right to grant others permission to use it.
Originator	<p>The term refers to any individual or group—such as a staff member, student, associate, or external collaborator—who makes an original intellectual or creative contribution to the development of intellectual property (IP).</p> <p>In the context of this policy, the term includes creators, inventors, authors, designers, and developers who are responsible for conceiving, creating, or significantly contributing to the creation of IP, whether individually or jointly.</p>
Publication rights	Publication rights concern how and where the work can be published and/or disseminated.
Teaching and Scholarly Materials	The term is including but not limited to presentations, lecture notes, course handbooks, assessment briefs and rubrics, recordings, and digital content, created by staff or contractors in the course of their employment or engagement with the College.
Usage	The term usage refers to how the IP may be used – e.g., whether the College, the author, or partners can use the work for teaching, research, commercialisation, or other purposes.

5. Intellectual Property: Ownership, Rights, and Responsibilities

This section outlines the College's approach to ownership, copyright, moral rights, and disclosure of intellectual property, setting out the rights, responsibilities, and expectations of all creators, including staff, students, researchers, and collaborators.

5.1 Ownership

IDEA College defines ownership as the legal right to control, use, manage, and benefit from intellectual property. This includes the authority to determine how the intellectual property is used, shared, licensed, or transferred, in line with applicable laws and regulations.

The models of ownership outlined below provide a general framework, though not an exhaustive one, for allocating and managing intellectual property within the College.

5.1.1 Models of Ownership

The College recognises different models of ownership to address the variety of intellectual property created within the institution. These models may include sole ownership, joint ownership, institutional ownership, and shared or hybrid arrangements. The College may adopt, adapt, or combine these models as deemed appropriate to the circumstances, ensuring alignment with applicable legal and regulatory requirements.

- **IDEA College Ownership**
IP is owned solely by IDEA College.
 - Rights and control are exercised through institutional policies.
 - The institution retains authority over the use, licensing, archiving, and dissemination within its governance framework.
- **Sole External Ownership of Intellectual Property**
IP is owned by a single individual or entity.
 - Full control is retained over the use, licensing, transfer, and commercialisation.
- **Joint / Co-Ownership**
IP is jointly owned by two or more individuals or entities.
 - Rights are shared equally or proportionately.
 - Benefits and responsibilities are shared.
 - Decisions generally require mutual agreement.

- **Licensed / Limited Rights**

The owner grants usage rights to another party while retaining ownership.

- Rights are defined by a licence (e.g., non-exclusive, royalty-free, time-limited).
- Ownership remains with the original owner.

- **Conditional / Contractual Ownership**

Ownership or rights are defined through formal agreements.

- Rights and obligations are set out in a contract.
- May include restrictions on use, publication, or commercialisation.

- **Hybrid Arrangements**

A combination of two or more ownership models may be applied.

- Enables flexible allocation of rights depending on context, agreements, or legal requirements.
- IDEA College reserves the right to implement hybrid models where appropriate, in line with sanctioned agreements drawn with stakeholders upon inception of the project or initiative.

5.2 Copyright Ownership

IDEA College acknowledges copyright ownership as the legal right to control and benefit from the use, reproduction, distribution, and communication of original works.

Copyright ownership may be held by the author, by the College, jointly between the author and the College, or shared with external partners in cases of collaboration. The allocation of ownership depends on factors such as the nature and purpose of the work, the circumstances under which it was created, and the terms of any applicable agreements, policies, or legal requirements.

5.3 Moral Rights of the Author

IDEA College acknowledges and considers the moral rights of the author as personal, non-economic rights held by creators over their work. These rights include, but are not limited to:

- The right of attribution – to be identified as the author of the work.
- The right of integrity – to object to derogatory treatment or alteration of the work that could harm the author's reputation or the integrity of the work.

These rights remain with the author even when the copyright itself is owned or assigned to another party.

5.4 Third-Party Copyrights

Third-party copyrights refer to works owned by individuals or entities other than IDEA College or the original author. These may include publications, images, software, data, and other protected content.

Use of such materials must comply with copyright law, licence agreements, or fair-use provisions where applicable. Staff, students, and collaborators are responsible for securing the necessary permissions or licences and for ensuring proper attribution.

5.5 Intellectual Property for Commercialisation

Intellectual property developed by College staff, students, or affiliates in collaboration with IDEA college, may have potential commercial value. When sanctioned by a preliminary agreement, the College may manage/participate in commercialisation to ensure compliance with applicable laws, institutional policies, and contractual obligations, while safeguarding the interests of creators and the College, as applicable to the agreement.

5.5.1 Internal Commercialisation

IP generated solely within the College by staff, students, or affiliates in collaboration with or commissioned by IDEA College, may be considered for commercial use, licensing, or other forms of lawful exploitation. Any such activities must comply with applicable laws, College policies, and agreements with the creators, ensuring a fair and transparent allocation of benefits.

5.5.2 Collaborative / External Commercialisation

IP developed in collaboration with external partners, including other educational institutions, research organisations, or commercial entities, is governed by the terms of the relevant agreement. Ownership, permitted uses, licensing, and publication rights should be clearly defined at the outset, with the College ensuring its interests and obligations are properly addressed.

5.6 Disclosure of Intellectual Property

The College requires the submission of an IP Disclosure Form (*FRM_IP_DF_232_25 IDEA College Intellectual Property Disclosure Form*) whenever intellectual property is created or identified that may require protection, involve multiple parties, or have commercial or strategic value.

The IP Disclosure Form is the official document used to report the creation or identification of intellectual property. It provides the College with the information necessary to assess ownership, permitted uses, protection measures, and potential commercialisation or collaboration. Submission of the form enables the College to manage IP in accordance with applicable laws, institutional policies, and agreements.

a) *Submission of a Disclosure Form*

A Disclosure Form should be submitted in circumstances including, but not limited to:

- Development of IP involving multiple contributors or external partners.
- IP with potential commercial value, public impact, or strategic significance.
- IP linked to external funding, sponsorship, or contractual agreements.
- Cases where disclosure is required under College policies or regulations.

The form must be submitted at the earliest reasonable opportunity to ensure appropriate ownership, management, and protection of the IP.

Note: Where a creator seeks to temporarily restrict access to submitted intellectual property, the Embargo Request Form, (FRM_IP_EMB_REQ_226_25: IDEA College Intellectual Property Embargo Request Form) should be submitted alongside the Disclosure Form. The College will review such requests in line with Section 5.7 and retains full discretion to approve, modify, or decline the embargo.

5.7 Embargo of Intellectual Property

IDEA College implements embargo periods to manage temporary restrictions on access to intellectual property, including theses, dissertations, research outputs, or other works, in order to protect institutional interests, commercial opportunities, or sensitive information.

Creators, including students, staff, and researchers, may request an embargo using the *IP Embargo Request Form, (FRM_IP_EMB_REQ_226_25: IDEA College Intellectual Property Embargo Request Form)*. Requests should specify the reason and proposed duration. The College will review embargo requests in line with institutional policies, legal obligations, and any relevant agreements, and retains the discretion to approve, modify, or decline the embargo.

During the embargo period, access to the work is restricted. Copyright and moral rights remain with the creator and/or the College as applicable. Upon expiration of the embargo, the work may be made publicly accessible in accordance with College procedures.

6. Ownership of Intellectual Property Arising from IDEA College Activities

6.1 Introduction to Intellectual Property at IDEA College

At IDEA College, Intellectual Property (IP) refers to original ideas and creations that can be protected by law. This includes materials like written work, teaching materials, inventions, software, designs, databases, and trademarks. These rights are recognised under EU law, including copyright, design rights, and related protections.

This policy explains the ownership and use of intellectual property (IP) created in connection with the College, and outlines the procedures to be followed where such IP has potential commercial value. It applies to all IP developed by staff, students, and any other individuals or entities engaged in teaching, learning, research, consultancy, or other College-related activities.

IP Owned by IDEA College, IDEA College Members of Staff and by Students

a) IDEA College retains copyright ownership over any Teaching-related resources including but not limited to teaching materials, digital content, course recordings, assessments, produced by staff in the course of their employment or engagement with the College. IDEA College also retains copyright ownership over Scholarly Materials and outputs resulting from an IDEA College initiative and/or with staff under contract. The College shall have the right to use, modify, reproduce, and distribute such materials for academic, administrative, and promotional purposes. The employee retains the right to be acknowledged as the author of the work, in accordance with moral rights under applicable law.

b) Students of IDEA College retain copyright ownership over their Assessable Student Work, defined as work produced for formal academic assessment. Students are free to publish and disseminate their work, provided that:

- All contributors and co-authors are acknowledged;
- Third-party copyrights are respected.

c) Exceptions to the above are as follows:

i. When research may generate commercially exploitable intellectual property, early publication or dissemination must be deferred to allow for adequate protection. Public disclosure may compromise the opportunity to secure IP rights and commercial benefits. In such cases, the originators must consult the Dissertation, Thesis and Research Board (DTRB) to determine the appropriate steps prior to public release.

Refer to the IP Disclosure Form, (*FRM_IP_DF_232_25 IDEA College Intellectual Property Disclosure Form*) and the IP Embargo Request Form, (*FRM_IP_EMB_REQ_226_25: IDEA College Intellectual Property Embargo Request Form*).

ii. In instances where materials (e.g. Databases, including surveys and questionnaires; Computer software and digital games; research tools, etc.) are developed through collaborative or externally contracted research, copyright shall be subject to the specific terms of the relevant agreement or contract. This applies also to instances of agreed collaborations with, or sponsorships by IDEA College.

iii. IDEA College shall retain copyright ownership of all materials specifically commissioned by the College, including but not limited to textbooks, teaching materials, presentations, recordings, course plans, and Programmes of Study for Degrees, Diplomas, and Certificates.

d) All Teaching and Scholarly Materials, including but not limited to presentations, lecture notes, course handbooks, assessment briefs and rubrics, recordings, and digital content, created by staff or contractors in the course of their employment or engagement with the College, shall be the exclusive property of the College. The College retains full rights to use, reproduce, adapt, publish, archive, and distribute such materials for educational, research, promotional, or administrative purposes without further permission, while duly acknowledging the author(s) where appropriate. This ownership is without prejudice to the author's moral rights as recognised by law.

7. Publication and Dissemination

a) The dissemination of Teaching and Scholarly Materials, Assessable Student Work, and Research and Development (R&D) outcomes is a core function of academic activity at IDEA College. The College actively supports and encourages the publication of research findings and promotes the use of open-access platforms where appropriate.

b) In the case of students seeking to publish their Assessable Student Work for academic or commercial purposes, they must obtain written authorisation from the Dissertation, Thesis and Research Board (DTRB). This requirement shall apply for up to two years following the final submission of the work. Permission shall not be unreasonably withheld and is intended to ensure that all contributors to the work are properly credited.

c) IDEA College reserves the right to ensure that any person who has made a substantial contribution to Assessable Student Work is appropriately acknowledged as a co-author in any resulting publication, provided that their contribution is reasonably justified (e.g. concept development, research design, data collection or analysis). Likewise, students contributing to Scholarly Materials produced by others shall have the right to be acknowledged as co-authors, where appropriate.

8. IP Owned by IDEA College

a) IDEA College shall own all intellectual property generated by staff or contractors as part of their employment/collaboration duties, as outlined in Section 6 (such as Teaching and Scholarly Materials, digital content, administrative tools).

b) The above includes all developments/inventions potentially subject to protection, and all designs eligible for registration. The originators of such intellectual property shall retain the moral right to be recognised and acknowledged as inventors or authors.

9. Commercially Exploitable IP

a) IDEA College will seek to support the commercial exploitation of the intellectual property generated within the College. The Dissertation, Thesis and Research Board (DTRB) shall assess the commercial potential of such IP and will decide whether the College will pursue its commercialisation, in collaboration with the originators.

b) Commercialisation may be pursued through:

- Licensing agreements;
- Establishing and incubating spin-out ventures;
- Consultancy services or Contracted Research.

c) Any net income generated through licensing shall be shared equally between IDEA College and the IP originators.

d) In the case of spin-out ventures, IDEA College will provide mentorship, access to services, and space where feasible. Revenue generated through licensing of College-owned IP to such ventures, the provision of research services, and/or College equity stakes shall be equitably shared with the originators.

e) When multiple originators are involved, all academic contributors shall be entitled to a proportion of the entitlements. A Lead Originator shall be appointed to coordinate among the contributors and act as the primary liaison. Where originators include students or non-academic staff, the Lead Originator may determine their entitlement to a share of the benefits. The Lead Originator must ensure that a formal agreement is signed by all parties specifying how potential profits will be apportioned.

f) If IDEA College, through the DTRB, decides not to pursue commercialisation or ceases such efforts, the rights, title, and interest in the IP shall be offered to the originators. Should the originators choose to pursue commercialisation independently, the College shall be entitled to 15% of net profits obtained from such efforts.

g) IDEA College shall always retain a non-exclusive, royalty-free right to use such IP for teaching and research purposes.

10. IP Generated with Third Parties

a) Intellectual property arising from collaborative or contracted research with third parties shall be governed by the terms of the respective agreement. These terms shall be negotiated on a case-by-case basis, considering the level of external funding and the objectives of the research.

b) Such terms shall aim to:

- Maximise the commercial and socio-economic impact of the research;
- Support the College's objective of attracting private-sector investment in research;
- Preserve the ability of IDEA College to continue academic and collaborative research based on the IP;
- Avoid undue restrictions on the publication or dissemination of R&D outcomes.

c) IDEA College shall, where feasible, include 'license-back' clauses in such agreements. These shall ensure that the College and its researchers retain a non-exclusive, irrevocable, perpetual, royalty-free licence to use and publish the IP for non-commercial purposes, including education and further research.

11. Private Consultancy

IDEA College staff members must not enter into any sponsorship or commercial agreement related to their research at IDEA College without obtaining prior written approval from the DTRB or their authorised delegate. Upon approval, all intellectual property issues must be clearly defined and agreed upon by all parties prior to the commencement of the project.

12. Joint Ownership and Dispute Resolution

- a) In cases where intellectual property is created jointly by two or more IDEA College members (such as staff, students, or collaborators), ownership shall be shared proportionally or otherwise according to a signed agreement between parties drawn before the commencement of the project.
- b) Contributors involved in joint IP are encouraged to establish a written agreement outlining each party's rights, responsibilities, and any arrangements regarding commercialisation and revenue sharing before publicly disclosing or exploiting the IP.
- c) If a dispute arises concerning ownership, use, or commercialisation of jointly created IP, the parties shall first attempt to resolve the matter informally through good-faith discussions.
- d) Should informal resolution fail, the dispute shall be referred to the Dissertation, Thesis and Research Board (DTRB). If necessary, the College may seek external legal advice or arbitration to reach a binding decision.
- e) Until the dispute is resolved, all parties shall refrain from unauthorized use, publication, or commercialisation of the disputed IP to protect the interests of all contributors.

13. Procedure for Managing Intellectual Property at IDEA College

a) IP Identification and Disclosure

Researchers must submit an IP Disclosure Form, (*FRM_IP_DF_232_25 IDEA College Intellectual Property Disclosure Form*), as soon if they believe a project outcome might generate IP (e.g. invention, design, process, educational content).

b) Disclosure Forms

Disclosure forms should be submitted within 30 days of identifying potential IP. The Research Office aims to complete evaluations within 45 days.

c) Evaluation and Decision

The DTRB or delegate reviews submissions and may consult legal/IP professionals to determine ownership, protectability, and exploitation potential.

d) Protection and Commercialisation

Where intellectual property is protected (e.g., through copyright), an agreement between IDEA College and the originator regarding costs and revenue sharing will be established at the time of disclosure.

e) Dispute Resolution

In case of IP ownership or benefit-sharing conflicts, the matter is escalated to the DTRB.

f) Joint Research with External Collaborators

In cases of joint research with external collaborators, IP ownership and usage rights must be clearly defined in a written collaboration agreement prior to project commencement.

g) Student-generated IP

Student-generated intellectual property (IP) shall follow the same disclosure and evaluation process. Where students are the sole creators, ownership may rest with them, unless the research relies substantially on the resources or support of the College. In such cases, a written agreement outlining ownership and related rights shall be established prior to the commencement of the research.

h) Prior Review Before Public Disclosure

Researchers must consult the DTRB or delegate before public disclosure (e.g., conferences, journals), as premature publication may affect patentability or IP rights.

i) Continuity of IP Rights and Recognition of Creative Contribution

If an originator leaves IDEA College, IP rights and benefit-sharing agreements remain in effect as per original terms. Being an originator is based on creative or inventive contribution, not just participation or support

14. Training and Professional Development

IDEA College will provide periodic training or resources to help staff and students understand their responsibilities regarding IP.

15. Appendix 1 - IDEA College Intellectual Property Disclosure Form

This Intellectual Property Disclosure Form (IPDF) is used to **formally document and evaluate new ideas, inventions, or discoveries** for their potential protection under intellectual property (IP) laws and for possible commercialisation. It serves as an official record that initiates the review process for determining ownership, protection strategy (e.g., patenting), and commercial opportunities, as part of the research collaboration or sponsored research agreement, ensuring that the rights of each party are clear, especially when multiple institutions or researchers are involved.

The form should be completed by **the inventor(s) or creator(s)** involved in the development of the innovation and submitted as soon as the project or product is considered to have potential for protection (e.g., through patent, copyright) or commercial application. The submission will be reviewed by the relevant institutional authority responsible for overseeing intellectual property matters.

-
1. **Title of the Invention/Work:**
Provide a clear and concise title that reflects the nature of the innovation
 2. **Objective & Summary:**
Describe the purpose of the invention or creation, its key features, and what it aims to achieve
 3. **Inventors/Contributors:**
To include name, role, affiliated institution(if applicable), email and percentage contribution
 4. **Date of Conception & Development:**
To include date of initial idea and key development milestones
 5. **Detailed Description:**
Provide a comprehensive description of the invention, including its function, components, methods, and what makes it novel or unique
 6. **Prior Art & Similar Works:**
List any known patents, publications, or existing technologies related to your invention, describing how your work differs or improves upon them
 7. **Funding Sources:**
Indicate the source(s) of funding or support for the work; e.g., internal, governmental grant, private sponsor, other
 8. **Public Disclosure:**
Provide details of planned future disclosures and/or if any part of the work has been publicly shared, if applicable
 9. **Commercial Potential:**
Describe any potential commercial applications, target markets, or existing interest from external parties
 10. **Existing IP Status:**
Provide details of related patents/copyrights/trademarks, if applicable
 11. **Declaration & Signature:**
Signature confirmation that the form is accurate and complete to the best of your knowledge

Refer to: FRM_IP_DF_232_25 IDEA College Intellectual Property Disclosure Form

16. Appendix 2 - IDEA College Intellectual Property Embargo Request Form

Dissertations and theses are generally expected to be made publicly accessible shortly after the award of the degree, allowing others to read, download, and reference the work. IDEA College supports the principles of open access, which help maximise the impact of research and, where relevant, comply with funder requirements.

In certain cases, temporary or full restriction of access (an embargo) may be necessary. Examples include, though not limited to:

- Pending publication in academic journals or books,
- Protection of intellectual property or patent applications,
- Commercial or contractual obligations, or
- Use of sensitive or confidential data.

An embargo allows the work to remain restricted for a declared period. In case of partial embargo, after the declared period it will be made publicly available. The usual duration of partial embargo is **12 months**, though exceptions may be considered by the Dissertation, Thesis, and Research Board (DTRB) in exceptional circumstances.

Students requesting an embargo must submit this form to the Deputy Principal Academic Affairs before final submission of their dissertation or thesis. Approval ensures that the student's interests, the College's obligations, and any external requirements are properly balanced.

Section A: To be completed by the student

1. Student Information:

Please provide your personal and academic details as registered with the College.

2. Embargo Request:

Indicate the period and reason for which you are requesting restricted access to your dissertation or thesis.

3. Declaration:

Confirm your understanding and acceptance of the embargo terms by signing below.

Section B: To be completed by IDEA College Research Office

1. Supervisor / DTRB Recommendation (if applicable):

Supervisor or Board representative to indicate whether the embargo request is supported, including any relevant comments.

2. College Approval:

Final decision and authorisation by the Deputy Principal Academic Affairs or DTRB representative.

Refer to: FRM_IP_EMB_REQ_226_25: IDEA College Intellectual Property Embargo Request Form

17. Appendix 3 - Intellectual Property (IP) Acknowledgment and Agreement Form

This form must be completed and submitted by any individual engaged in research or scholarly activities under the auspices of IDEA College, including staff, students, contractors, visiting researchers, or collaborators. It clarifies intellectual property (IP) arrangements and supports a range of engagement models.

The purpose of this form is to ensure that all parties understand and acknowledge the ownership, use, and rights associated with intellectual property arising from activities conducted in connection with the College.

To be signed by the researcher to confirm understanding and acceptance of IDEA College's standard intellectual property terms.

Section A: Standard Acknowledgement

1. Ownership of Intellectual Property

Specifies that all research outputs created in connection with the College are owned by IDEA College, unless otherwise agreed.

2. Use and Distribution

Grants the College the right to use, publish, commercialise, or distribute research outputs in line with its objectives. Any exceptions or hybrid arrangements must be defined in the Specific Agreement section.

3. Confidentiality

Requires the researcher to maintain confidentiality over sensitive or proprietary information.

4. Moral Rights

Ensures proper authorship credit is given to contributors, even when the College holds ownership.

5. Duration

Clarifies that this agreement remains valid throughout and beyond the researcher's engagement, unless replaced by a specific written agreement.

Section B: Specific Agreement / Hybrid Model (To Be Completed by the College)

Used when a customised or hybrid IP arrangement applies to the researcher's work.

1. If specific terms apply

The College outlines the agreed ownership, usage, and publication terms here.

2. If no specific terms apply

The College will write: "No specific agreement. Standard IP policy applies."

Researcher Declaration and Signature

The researcher confirms understanding and acceptance of both the standard and specific IP terms by signing below.

Refer to: FRM_IP_AGR_245_25: IDEA College Intellectual Property Acknowledgement and Agreement Form

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