

THE CHINESE UNIVERSITY OF HONG KONG

GUIDELINES ON STUDENT ASSIGNMENT OF INTELLECTUAL PROPERTY

1. The University's Policy on Intellectual Property ("IP Policy") provides that in some circumstances, students are required to assign to the University the intellectual property that they create except for situations under Paragraph 2 below.

- (a) **Research postgraduate students**

Paragraph 6.1 of the IP Policy provides:

Research postgraduate Students receiving financial support from the University (e.g. graduate assistantships, research assistantship or studentship) undertaking research involving use of the University's facilities and resources, are required to assign the Intellectual Property Created in the course of that research to the University.

- (b) **All other students**

Paragraph 6.2 of the IP Policy provides:

All other Students (such as self-financed research postgraduate Students, taught postgraduate Students, undergraduate Students, exchange Students, visiting Students) are required to assign to the University the Intellectual Property Created in the course of a research led by a Staff Member that involves use of the University's facilities and resources before they commence such research activities.

2. Paragraphs 6.1 and 6.2 of the IP Policy may not be applicable to a student whose enrollment is subject to a contract executed between he/she, the University and/or another institute:

Paragraph 6.3 of the IP Policy provides:

Paragraphs 6.1 and 6.2 do not apply if any Student (such as Students enrolled in dual degree programme co-hosted by the University with another institute) whose enrollment is subject to a contract executed between he/she, the University and/or another institute (as the case may be) and the contract stipulated the ownership arrangement of Intellectual Property Created by such Student.

3. The University relies upon the Principal Investigator to be alert to occasions that fall within paragraph 1 above, to ensure that they are treated in accordance with the IP Policy, and these Guidelines.
4. When student assignment is required as provided under Paragraphs 6.1 and 6.2 of the IP Policy (save and except situations under Paragraph 6.3 of the IP Policy), the Principal

Investigator of such research project, before the student's participation in the research commences, **must**:

- (a) explain to the student why the assignment is required namely:
 - (i) to enable the University to meet its contractual obligations, such as the obligation to assign or licence the intellectual property to a company that is financially supporting the research project, or the obligation to commercialise the intellectual property under grant agreements.
 - (ii) to enable the University to achieve its Mission¹, fragmentation of ownership needs to be avoided.

- (b) depending on whether the student will write a Thesis, provide the student with:
 - (i) the Explanatory Memorandum & Description of Assignment Agreement; and
 - (ii) two original copies of the respective Assignment Agreement (N.B. Please remember to fill in particulars, such as the name of the project and the name and title of Principal Investigator).

You may find the relevant documents under the following links:

For students who will write a Thesis

- ♦ Explanatory Memorandum & Description of Assignment Agreement at https://www.orkts.cuhk.edu.hk/images/Policy/Explanatory_and_Description-with_Thesis.pdf; and
- ♦ Assignment Agreement at https://www.orkts.cuhk.edu.hk/images/Policy/Student_Assignment-with_Thesis.doc.

For students who will NOT write a Thesis

- ♦ Explanatory Memorandum & Description of Assignment Agreement at https://www.orkts.cuhk.edu.hk/images/Policy/Explanatory_and_Description-without_Thesis.pdf ; and
- ♦ Assignment Agreement at https://www.orkts.cuhk.edu.hk/images/Policy/Student_Assignment-without_Thesis.doc.

- (c) ask the student to read the Explanatory Memorandum & Description of Assignment Agreement and the Assignment Agreement carefully.

¹ “to assist in the preservation, creation, application and dissemination of knowledge by teaching, research and public service in a comprehensive range of disciplines, thereby serving the needs and enhancing the well-being of the citizens of Hong Kong, China as a whole, and the wider world community.”

- (d) make clear to the student that:
 - (i) students will share in any gross revenue from the commercialisation of the intellectual property to the same extent as if they were staff members (Paragraph 6.5(b) of the IP Policy);
 - (ii) students will remain the owner of the copyright subsisting in a thesis, if applicable, but must grant to the University a licence with respect to the University's use of that copyright (i.e. in line with the Admission Notification and Thesis/Portfolio Submission Form of the Graduate School) (Paragraphs 6.4 and 6.5(a) of the IP Policy);
 - (iii) students can and are encouraged to discuss the matter with family or significant others and to seek independent legal advice at his/her own expense, if necessary;
 - (iv) students can relay their concern and query on the Assignment Agreement to the Principal Investigator; and
 - (v) students should understand that their participation in the research project cannot commence before the signing of Assignment Agreement.

- (e) request the student to (provided that the student is satisfied with the assignment arrangement):
 - (i) sign both copies of the Assignment Agreement in the presence of a witness;
 - (ii) retain one copy of the signed and witnessed Assignment Agreement; and
 - (iii) return another copy of the signed and witnessed Assignment Agreement to the Principal Investigator as soon as possible.

- 5. Until the Assignment Agreement was signed and received, the Principal Investigator should ensure that the student does not participate in the research project, or otherwise if as a result the student(s) has/have a claim on the intellectual property and the associated income, such a claim shall be deducted out of the share of the Principal Investigator.

- 6. The Principal Investigator shall keep and reserve the original signed Assignment Agreement in the project file during the entire project duration and for an additional period of 7 years after the end of all relevant research activities. The University may request the Principal Investigator to provide a copy of such signed Assignment Agreement during the aforementioned period.