

# **ANNEX 2 Regulations concerning the rights to research results and rights to copyright works of bachelor's and master's students at Hasselt University, tUL and the partner institutions in a joint study programme**

## **CHAPTER 1 Common provisions**

### **Article 1 Scope**

1. Creative work produced by the student in the context of a study programme at Hasselt University or at the transnational University of Limburg – Hasselt campus (hereinafter jointly referred to as 'The University') may take the form of (i) results from research and development, such as but not limited to a technical invention (hereinafter referred to as 'Research Results'), or (ii) works of literature or art within the meaning of Belgian copyright law, such as but not limited to the bachelor's thesis and master's thesis (hereinafter referred to as 'Copyright Work'). In the event that the student produces creative work in the context of a joint study programme of Hasselt University and a partner institution, 'The University' should be understood as referring to Hasselt University/tUL and the partner institution.
2. These regulations are subject to applicable Belgian intellectual property legislation and govern the rights to Research Results and Copyright Work of students at The University in bachelor's and master's programmes and the associated bridging and preparation programmes.
3. These regulations do not apply to PhD students.

### **Article 2 Dispute resolution**

1. Disputes concerning the application of these regulations, including disputes concerning the holding of the rights to Research Results or Copyright Work and publications thereof, will be submitted to the dean, who will obtain legal advice from the Education Office in all cases. If the matter is extremely urgent, the dean may take provisional measures without obtaining prior advice, such as the suspension of a publication by The University. In such cases, a final decision will be taken within a period of fourteen days at the most. This period starts on the day after the dean has been informed in writing about the dispute.
2. If the student or The University does not agree with the dean's decision, an appeal period applies of seven calendar days from the day after written notification of the dean's decision. One of the two vice-rectors of Hasselt University will hear the appeal and issue a decision within a period of fourteen days, starting from the written notification of the appeal.

### **Article 3 Alternative arrangements**

1. Chapters 2 and 3 of these regulations apply as general rules for the determination of rights to Research Results and Copyright Work for students of The University. The University and the student may always, in agreement with an external organisation or otherwise, determine alternative arrangements provided this is done in writing. In such cases, a student may not derive any rights from these regulations.  
The alternative arrangements will be provided by the faculty concerned to the Education Office for information.

2. The specific templates will be used for internships and/or a master's thesis.

## **CHAPTER 2 Rights to Copyright Work**

### **Article 4 Property rights**

1. The University applies the general principle that the rights to Copyright Work belong to the student who has produced the work.
2. If an external organisation or employee of The University is involved in financing or producing Copyright Work, a deviating allocation of the rights must be recorded in writing between the student, The University and the external organisation or employee, and details of this allocation must be provided to the Education Office in accordance with Article 3. In connection with internships and/or a master's thesis, reference is made to the specific templates that must be used for this purpose.

### **Article 5 Rights of use**

1. The student grants The University a free, inalienable, non-exclusive right of use of the Copyright Work for education and research for the entire duration of the rights. This right of use commences as soon as the student submits his/her Copyright Work to The University, and includes at least the following rights:
  - The right to record and archive the Copyright Work for educational and research purposes in whole or in part on any media, including but not limited to digital online media, mentioning the name of the student;
  - The right to reproduce, publish and distribute the Copyright Work for educational and research purposes, including verification purposes, by electronic or other means, in whole or in part, in an unlimited number of copies and in any possible way, including – though not limited to – the use of the Copyright Work as teaching materials, the inclusion of the Copyright Work in a digital or non-digital database and the holding of a copy of the Copyright Work in the Hasselt University library and the library of the partner institution, mentioning the name of the student.
2. The aforementioned right of use for The University is always guaranteed by the student, even if the student proceeds to exploit his/her Copyright Work.
3. If the University wishes to publish a student's Copyright Work, he/she will be informed of this and may expressly oppose it, indicating the reasons for doing so.
4. If an external organisation or employee of The University is involved in financing or producing Copyright Work, a deviating allocation of this right of use must be recorded in writing between the student, The University and the external organisation or employee. In connection with internships and/or a master's thesis, reference is made to the specific templates that must be used for this purpose.

### **Article 6 Publication conditions**

1. The student may publish his/her Copyright Work or submit it for competitions, in whole or in part, provided he/she makes a prior agreement with the study programme's coordinating

lecturer on whether or not to mention the affiliation with The University, as well as the statement that the Copyright Work originated under the supervision of the coordinating lecturer/supervisor.

2. The student will comply in the event of publication with the regulations that apply within the subject field concerned.
3. The University has the right to oppose the full or partial publicisation, publication or other use by the student if (i) the Copyright Work concerned contains confidential information, or (ii) it may reasonably be described as necessary to do so in order to protect the rights of The University or of external organisations or employees involved within the meaning of Article 4 of this chapter, in particular with respect to – but not limited to – intellectual rights. In such cases, the student has the right to publish or arrange for the publication of a summary of the Copyright Work without mentioning any confidential information.
4. If an external organisation or employee of The University is involved in financing or producing Copyright Work, the publication conditions must be recorded in writing between the student, The University and the external organisation or employee. In connection with internships and/or a master's thesis, reference is made to the specific templates that must be used for this purpose.

## **CHAPTER 3 Rights to Research Results**

### **Article 7 Property rights**

1. The University applies the general principle that the rights to Research Results that the student produces in the context of his/her study programme belong to the student.
2. The student will inform his/her supervisor spontaneously and immediately, at the latest before any form of publication, of any Research Results that he/she produces, and will provide The University with full details thereof via the study programme's coordinating lecturer, including all reliable documentation and all necessary technical, additional and substantive explanations.
3. If an external organisation or employee of The University is involved in financing or producing Research Results, a deviating allocation of these rights must be recorded in writing between the student, The University and the external organisation or employee. In connection with internships and/or a master's thesis, reference is made to the specific templates that must be used for this purpose.

### **Article 8 Rights of use**

1. The student grants The University a free, inalienable, non-exclusive right of use for education and research from the moment of production of the Research Results and for the entire duration of the rights.
2. The aforementioned right of use for The University is always guaranteed by the student, even if the student proceeds to exploit his/her Research Results.
3. If an external organisation or employee of The University is involved in financing or producing Research Results, a deviating allocation of this right of use must be recorded in writing between

the student, The University and the external organisation or employee. In connection with internships and/or a master's thesis, reference is made to the specific templates that must be used for this purpose.

#### **Article 9 Exploitation rights**

1. The student may exploit his/her Research Results that originate in the context of a study programme at The University. In such cases, the student must seek permission prior to such exploitation, via the study programme's coordinating lecturer, to mention the affiliation with The University and/or the statement that the Research Results came about under the supervision of the coordinating lecturer.
2. The student will comply with the regulations that apply within the subject field concerned.
3. The University has the right to oppose exploitation, if (i) the Research Results concerned contain confidential information, or (ii) it may reasonably be described as necessary to do so in order to protect the rights of The University or of external organisations or employees involved, in particular with respect to – but not limited to – protection of intellectual rights. If an external organisation or employee of The University is involved in financing or producing Research Results, the exploitation conditions must be recorded in writing between the student, The University and the external organisation or employee.
4. In connection with internships and/or a master's thesis, reference is made to the specific templates that must be used for this purpose.

#### **CHAPTER 4 Entry into force and termination clause**

##### **Article 10**

1. These regulations enter into force with effect from the academic year 2018-2019.
  2. These regulations replace all existing faculty provisions regarding copyright and rights to Research Results.
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