



# INTELLECTUAL PROPERTY RIGHTS (IPR) POLICY<sup>1</sup>

<b>Version</b>	1
<b>Author/Reviewer</b>	AR/DR
<b>Date/Review Date</b>	24/08/17
<b>Next review date</b>	August 2020
<b>Approved by</b>	SMT
<b>Equality Impact Assessed</b>	27/09/17

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<sup>1</sup> To include both staff and students of the College.

This Policy provides guidance for both staff and students on Nescot's position relating to Intellectual Property Rights (IPR). 'Intellectual Property' includes patents, copyright, database rights, rights in respect of confidential information, physical property rights in materials, applications for any of the above and similar property and rights in any other country of the world.

## 1.0 Principles

- a. The College considers the development of Intellectual Property to be a collaborative event, the benefits of which should be shared.
- b. The College recognises the student as the owner of any IPR s/he produces while registered as a student at Nescot, but in some circumstances (such as in the case of dissertations, projects and contributions made as a joint inventor in an Invention in which the College has an interest, or if a Sponsor or provider of a placement opportunity has stipulated that all rights must be transferred to it) the College will require a student to assign all of his or her rights.
- c. Principle b) may be subject to variation in the case of collaborative or externally sponsored work e.g. charities, or other exceptional circumstances.
- d. Staff employed at the College are subject to contractual obligations in relation to IPR. These are described in their contracts of employment, the relevant clauses of which are set-out in **Annex A**.

## 2.0 Collaborative Work <sup>2</sup>

- a. In the case of a student project that derives from the IP of an individual academic members of staff or involves substantial collaboration with a group of academic staff, the College will retain the IPR arising during or from the project to ensure it is able to benefit from the exploitation of commercial opportunities, in which case the student will be required to assign any IPR to the College. Assignment will be required at the onset of the student project.
- b. All students involved with projects linked to specialist commercial platforms such as the *NexGen* development platform will be required to assign the IPR at the onset of the project.
- c. In return for an assignment, the College shall give the student a share of any net income arising from the commercial exploitation of any patent arising from their

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<sup>2</sup> i.e. student projects, research undertaken with internal/external partners

research (alone or with others) on the same basis as Staff (providing the organisation funding their research does not have a prior claim to the IPR).

### **3.0 Externally-sponsored Work**

IPR originating from a sponsored project is covered in the terms of the contract between the College and the Sponsor. Students must be informed of the terms of that contract by the project supervisor before the project begins.

### **4.0 Academic Assessments**

- a. The College retains the right to make and may authorise third parties to make copies (electronically or otherwise) of work submitted by students for assessment but only for the following purposes:
  - i. Assessment (including moderation) of a student's work; or
  - ii. Quality Assurance by an appropriate body of the College's teaching, marking and moderating processes; or
  - iii. Comparison with databases of earlier answers or works to confirm the work is original; or
  - iv. To add to databases of works used to ensure that future works submitted to the College do not contain content from that student's work,
- b. The College will only take and retain the number of copies necessary for the above purposes. The College will ensure that no personal data is made available in respect of purposes described in a. ii-iv above.

### **5.0 Students' Creative Work**

The College claims the following rights in relation to students' creative work produced while they are registered at Nescot: -

- a. To reproduce, without fee, artistic works for educational and promotional use, including databases, websites, academic publications, exhibition catalogues, leaflets, prospectuses;
- b. To borrow, for a reasonable period of time, the material element of any works produced by students and/or a suitable reproduction of these works in publications by the College and its staff, and/or purposes of showing these works to professional statutory bodies for the validation of appropriate degree programmes.
- c. For the avoidance of doubt, the copyright of such artistic works shall remain with the student and any reproduction by the College intended for commercial purposes will be subject to an individual licence to be negotiated with the student and subject to the College's revenue sharing arrangements.

## 6.0 Students' Dissertations and Theses

Subject to a specific agreement to the contrary (for example, if a Sponsor requires ownership such as copyright), copyright in dissertations and theses shall belong to the Student. However, special attention should be given to the confidential nature of any research results and (especially if patentable Inventions have been made in the course of the work) special provisions may be required to protect the confidentiality of: -

- a. the results (and the patentability of the Invention), which may limit the Student's right to publish.
- b. If conditions are attached to the grant or other funding under which the work was sponsored, these must be strictly complied with.
- c. Unless a Student specifically requests to the contrary, the College will have the right to digitise and make public dissertations and theses. This will be controlled by the College in accordance with its normal academic practice.

## 7.0 Arbitration

- a. In the event of a dispute, the Student can appeal. The Student should put his/her appeal in writing and send it to the Deputy Principal within 28 days of the disputed issue being identified.
- b. For the avoidance of doubt, terms concerning disputes are exhaustively set out in this Policy. Any disputes will be dealt with under this Policy and are not covered by the Student Complaints Policy

**This Policy forms part of the College Regulations and is binding upon students as a condition of enrolment at the College. The College reserves the right to modify or add to this policy at any time, although any such modifications or additions will not affect any Intellectual Property that has come into existence prior to the date of the modification or addition.**

## Annex A

### Extract from NESCOL Staff Contracts of Employment (August 2017)

#### Copyright

1. Subject to clauses 22.2 and 22.3 below, the copyright in all records and documents made by you in the course of your employment shall belong to the Corporation.
2. For the avoidance of doubt, the copyright in course materials produced by you for the purposes of a course run by the Corporation shall belong to the Corporation.
3. The copyright in any work or design compiled, edited or otherwise brought into existence by you as a scholarly work for the purposes of furthering your professional career shall belong to you; 'scholarly work' includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in further and higher education.

#### 23 Inventions and Patents

1. The provisions of sections 39 to 42 of the Patents Act 1977 ("the Patents Act") relating to the ownership of employee inventions and the compensation of employees for certain inventions respectively are acknowledged by the Corporation and by you.
2. You agree that, by virtue of the nature of your duties and the responsibilities arising from them, you have a special obligation to further the interests of the Corporation within the meaning of section 39(1)(b) of the Patents Act.
3. Any invention, development, process, plan, design, formula, specification, program or other matter or work whatsoever (collectively "the Inventions") made, developed or discovered by you, either alone or in concert, whilst you are employed by the Corporation shall forthwith be disclosed to the Corporation and, subject to section 39 of the Patents Act, shall belong to and be the absolute property of the Corporation or such College Company as it may designate.
4. You shall at the request and cost of the Corporation (and notwithstanding the termination of your employment, howsoever arising) sign and execute all such documents and do all such acts as the Corporation may reasonably require: -
  - a. to apply for and obtain in the sole name of the Corporation alone (unless the Corporation otherwise directs) patent, registered design, or other protection of any nature whatsoever in respect of the Inventions in any country throughout

the world and, when so obtained, to renew and maintain the same;

- b. to resist any objection or opposition to obtaining, and any petitions or applications for revocation of, any such patent, registered design or other protection; and
  - c. to bring proceedings for infringement of any such patent, registered design or other protection.
5. The Corporation shall decide, in its sole discretion, whether and when to apply for patent, registered design or other protection in respect of the Inventions and reserves the right to work any of the Inventions as a secret process in which event you shall observe the obligations relating to confidential information which are contained in section 20 of this document.